

**INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
TOWN OF HOWEY-IN-THE-HILLS
RELATING TO
PROVISION OF LIBRARY SERVICES**

This is an Agreement between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, by and through its Board of County Commissioners, and the Town of Howey-in-the-Hills, a municipal corporation pursuant to the Laws of Florida, located in Lake County, Florida, hereinafter referred to as “MUNICIPALITY”, by and through its Town Council.

WITNESSETH:

WHEREAS, the COUNTY and MUNICIPALITY believe it is mutually beneficial and in the public interest to enter into an agreement which provides equal access to public library service, without charge, for all residents of Lake County; and

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, both the COUNTY and the MUNICIPALITY are public agencies within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01; and

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes the MUNICIPALITY to render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes the COUNTY to provide libraries and cultural facilities and programs; and

WHEREAS, the COUNTY is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single library administrative unit; and

WHEREAS, the Lake County Board of County Commissioners is designated as the governing body that coordinates the library services and programs for the public library cooperative.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. PURPOSE:

The COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing unified library service without charge to residents of Lake County by participating in the cooperative operation of the Lake County Library System, a public library cooperative. In support of said purpose the COUNTY and the MUNICIPALITY endorse the *State Aid to Libraries Program* overarching goal to assist local governments in maintaining and developing vital library services, and specifically to:

- A. Provide equal access to free public library service to all residents of the service areas of the participating governments.
- B. Coordinate library service throughout the service areas.
- C. Provide consistent plans, programs, policies, and procedures in the operation, maintenance, and development of library service throughout the service area.

2. DEFINITIONS:

A. “Annual plan of service”, according to *State Aid to Libraries Guidelines*, means a document adopted or approved by the library system’s governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year.

B. “Governing body” shall mean the Lake County Board of County Commissioners.

C. “Library Advisory Board” shall mean the Lake County Library Advisory Board.

D. “Lake County Library System” shall mean the entire program of free library services and resources provided for the residents of Lake County through the public library cooperative established through this Agreement and Lake County Code, Chapter 12, Article III.

E. “Local funds”, according to *State Aid to Libraries Guidelines*, means funds,

exclusive of any state and federal funds, that are expended centrally for the operation and maintenance of the Lake County Library System. Local funds may be COUNTY funds or municipality funds and shall be expended by the appropriate local entity. Funds which would otherwise be received by and expended by the municipality except for this agreement shall constitute the municipality's local funds.

F. "Participating Library's governing body" means the municipality that operates and supports a public library and participates in the Lake County Library System through an Interlocal agreement.

G. "Participating Library" or "Member Library" means a library which, through its governing body, has entered into an Interlocal Agreement with Lake County to provide library service, without charge, to the residents of Lake County.

H. "Public library cooperative" shall mean the Lake County Library System and, according to *State Aid to Libraries Guidelines*, means a program of public library services and resources operated or coordinated by a governing body designated by one or more participating local governments. The governing body administers or coordinates, through a single administrative head, the common services for libraries operated by those participating local governments that have agreed through interlocal or other agreements to provide library service across their combined legal service areas. The single administrative head must be employed full-time by either the cooperative's governing body or a local participating government. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports. Residents of the combined legal service area have equal free access to all services provided by the libraries of all the participating local governments.

I. "Reciprocal Borrowing" for purposes of the State Aid to Libraries Grant Program means that all public libraries within a county that receive Operating Grants extend borrowing privileges without charge to residents of each other's service areas. Borrowing privileges must apply to all materials that are available to be borrowed by residents of the library service area receiving an Operating Grant. The reciprocal borrowing requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

J. "Resident" shall mean any individual who either owns real property or resides in Lake County on a permanent or continual basis. Required evidence of residency is outlined in Lake County Policy number LCC-8, *Lake County Library System Circulation and Registration*.

K. “Service area” shall mean Lake County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality; and in the case of the City of Leesburg, service area means the utility district.

L. “Single administrative head”, according to *State Aid to Libraries Guidelines*, means the individual who is employed full-time by the Board of County Commissioners who is responsible for managing or coordinating the Lake County Library System.

M. “Single library administrative unit” means Lake County and, according to *State Aid to Libraries Guidelines*, means an eligible political subdivision under Section 257.17, *Florida Statutes*, designated by a county to be responsible for managing or coordinating free library service to its residents.

N. “State Aid to Libraries Grants Program”, according to *State Aid to Libraries Guidelines*, means a continuing state grant authorized by Chapter 257, *Florida Statutes*, for eligible library entities.

O. “*State Aid to Libraries Guidelines*”, means the publication which specifies mandatory requirements for eligibility in the State Aid to Libraries Grants Program.

P. “Total Circulation” for the purposes of this Interlocal Agreement shall mean the sum of all items circulated by the MUNICIPALITY to library patrons and all items circulated by the MUNICIPALITY to another Lake County Library System library in a fiscal year, based on circulation reports generated by the library automation system.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on September 30, 2022, unless terminated earlier in accordance with the provisions of the Agreement.

4. TERMINATION:

Either party to this Agreement may terminate the Agreement without cause by giving the other party sixty (60) days advance written notice.

5. ADDITION OF NEW MEMBERS:

A library may become a member of the Lake County Library System by meeting the criteria and following the guidelines outlined in Lake County Policy number LCC-7, *Lake County Library System Guidelines and Minimum Standards for Public Libraries Entering the County Library System* and by obtaining approval of the Board of County Commissioners.

6. LAKE COUNTY LIBRARY SYSTEM GOVERNING BODY:

The Board of County Commissioners is designated as the governing body of the Lake County Library System, a public library cooperative, to administer or coordinate the library services and programs of the Lake County Library System. According to *State Aid to Libraries Guidelines*, this involves policy-making, planning, budgeting, and employing the single administrative head of the library system, and entering into contracts on behalf of the library system.

7. LIBRARY ADVISORY BOARD:

A. There shall be a Library Advisory Board, whose responsibilities shall be to:

- (1) Study and make recommendations to the Board of County Commissioners regarding the coordination and development of the Lake County Library System. This shall include recommending countywide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library directors and the single administrative head; and
- (2) Make recommendations regarding the COUNTY's budget for the countywide library system, the proportionate shares of all COUNTY funds to be allocated to the participating libraries, and the method of distribution of those funds.

B. The members of the Lake County Library Advisory Board shall be appointed by the Board of County Commissioners. Five (5) members shall be appointed with one (1) from each commission district. Such appointments shall be based on recommendations by the Lake County Library Advisory Board. However, the Lake County Board of Commissioners shall not be bound by such recommendations. In addition, the Town shall have one (1) member on the Lake County Library Advisory Board who shall be designated by its Town Council. Upon designation, the Town member shall be appointed by the Board of County Commissioners. Each member shall be appointed for a term of four (4) years. The Board of County Commissioners may also appoint an alternate member who shall serve in the case of the appointed member's absence. The terms and manner of appointment of such alternate members shall be the same as that of the members whom they represent as alternates. Either the appointed board member or the alternate member may attend Library Advisory Board meetings and each has voting authority. However, if the board

member and the alternate are both present at a Library Advisory Board meeting, only the appointed board member shall have voting authority; not the alternate member.

An appointment to fill any vacancy on the Library Advisory Board shall be for the remainder of the unexpired term of office. If the Town appointment fails to attend three (3) consecutive regular meetings, the Library Advisory Board is required to recommend that the Board of County Commissioners or the appointing municipality declare that member's office vacant. The Board of County Commissioners or municipality shall fill such vacancy as set forth herein.

The subsequent addition of participating libraries shall result in the addition of one seat per additional participating library on the Library Advisory Board and such seat shall be filled as set forth herein.

C. Terms of appointment and composition of the Library Advisory Board are further described in *Lake County Code, Chapter 12, Article III*.

8. OWNERSHIP AND DISPOSITION OF PROPERTY, MATERIALS AND EQUIPMENT:

A. MUNICIPALITY shall own:

- (1) Library materials, equipment, and other goods purchased by the COUNTY for and placed in the participating library using MUNICIPALITY, COUNTY or State Aid Operating grant funds, regardless of value, except for those described in Section 8. B.
- (2) Library materials, equipment and other goods purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY, if purchased for the MUNICIPALITY, with a value less than \$1,000.00 at the time of purchase, except for those described in Section 8(B).
- (3) All items purchased using the MUNICIPALITY's local funds.
- (4) All items purchased by the MUNICIPALITY and reimbursed by Library Impact Fee funds, unless otherwise specified in a separate agreement.

B. COUNTY shall own:

- (1) Items purchased by the COUNTY, using COUNTY, state, or federal funds, as a part of the COUNTY's networked library computer and telecommunications systems, regardless of item location or placement.

Items shall include, but may not be limited to, hardware, software, and licenses.

- (2) Equipment purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY with a value in excess of \$1,000.00 at the time of purchase.
- (3) All items purchased for the single administrative unit using the COUNTY's local funds, or State Aid Operating and federal grant funds.
- (4) All items purchased by the COUNTY using Library Impact Fee funds, unless otherwise specified in separate agreement.

C. The COUNTY, in consultation with the participating library director, may remove, relocate, or replace COUNTY owned equipment located at the MUNICIPALITY's participating library as deemed necessary or advantageous to the Lake County Library System.

9. LOCAL AUTHORITY:

The MUNICIPALITY and the COUNTY shall remain autonomous and each shall retain control of its facilities, operations, functions, and local funds. For example:

A. Each shall determine the level of library service for its community to be incorporated in the long range plan of service.

B. All authority with respect to MUNICIPALITY funding of library programs and services or expenditures from the MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditures from the COUNTY revenues and sources shall lie solely with the COUNTY.

C. Trust funds, individual gifts or donations made to a library shall remain the property of the governmental entity to which they were given.

D. The MUNICIPALITY's library facility shall remain the property of the MUNICIPALITY, and the COUNTY's facilities shall remain the property of the COUNTY. Operations, maintenance and repairs shall be effected through operating budgets from appropriations allocated by the owning entity. Maintenance, modification, sale or lease of the real property shall be the responsibility of the owning entity.

E. All paid staff of the MUNICIPALITY's participating library shall remain

employees of the MUNICIPALITY, and all paid COUNTY library staff shall remain employees of the COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

10. SINGLE ADMINISTRATIVE HEAD:

A. According to established COUNTY policies and procedures, the Board of County Commissioners is responsible for hiring the single administrative head, who shall be employed full-time, and shall be under the supervision of the County Manager or designee. The single administrative head shall be the head of the Lake County Library System, a public library cooperative, and according to *State Aid for Libraries Guidelines* shall have completed a library education program accredited by the American Library Association and shall have had at least two years of successful, full-time paid professional experience, after completing the library education program, in a public library that is open to the public at least forty (40) hours a week. The Board of County Commissioners may establish additional qualifications for the single administrative head and shall set positions, salary structure and benefits.

B. According to *State Aid for Libraries Guidelines*, the single administrative head shall be responsible for the overall management or coordination of the library system within the framework established by this Interlocal or other agreements, plans, policies, and budgets. Responsibility for managing or coordinating the following activities may not be delegated through Interlocal or other agreements:

- (1) Development of a single long range plan for all library outlets;
- (2) Development of a single annual plan of service;
- (3) Development of a Lake County Library System budget;
- (4) Implementation of the long range plan, an annual plan of service and the budget;
- (5) Preparing reports on behalf of the library system; and
- (6) Expending all State Aid to Libraries grants.

11. LONG RANGE PLAN FOR LIBRARY SERVICE, ANNUAL PLAN OF SERVICE AND COMBINED BUDGET:

A. According to *State Aid to Libraries Guidelines*, in order to be eligible to receive a State Aid to Libraries Grant, the Lake County Library System shall have on file with the State Library a current copy of the following:

- (1) A long range plan adopted or approved by the library system's governing body outlining the library system's operation and development over a three-to-five year period;
- (2) A current annual plan of service adopted by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year; and
- (3) A combined budget for the current year adopted by the library system's governing body.

B. The single administrative head shall develop and implement a long range plan for the operation and development of county-wide library service. The long range plan shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, the directors of the participating libraries and the Board of County Commissioners. The single administrative head and the participating library directors shall serve as support staff. The Board of County Commissioners shall adopt the long range plan at a public hearing. Prior to adopting the long range plan, the Library Advisory Board shall review and make recommendations to the Board of County Commissioners. The Board of County Commissioners shall consider these recommendations, but shall not be bound thereby. The plan shall be reviewed and updated yearly through the development of an annual plan of service.

C. The annual plan of service will be based on the long range plan of service and the combined budget; and will be developed by the single administrative head in cooperation with participating library directors, and the Library Advisory Board. In adopting the annual plan of service, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board, but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Lake County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by the MUNICIPALITY, the MUNICIPALITY shall present its line item budget for library services to the single administrative head for inclusion in the combined budget. The combined budget shall include and take into account funds allocated by participating governing bodies, aid received from state and federal sources, and all other revenues received to provide library services. The combined budget shall be adopted by the Board of County Commissioners.

The combined budget shall not include funds to be expended for the purchase or construction of a library building.

E. In accordance with *State Aid to Libraries Guidelines*, the COUNTY and the MUNICIPALITY agree to spend funds in accordance with the Lake County Library System's long range plan, annual plan of service, and budget for those funds that the Lake County Library System will report on a State Aid application as having been expended centrally.

12. FISCAL RESPONSIBILITY:

The COUNTY shall procure an independent audit annually of all funds administered by the single administrative head. The audit shall be prepared and presented to the MUNICIPALITY and to the State Library of Florida within thirty (30) days following acceptance of the audit by the COUNTY.

The MUNICIPALITY shall provide a copy of its audit for each fiscal year to the COUNTY and the single administrative head within thirty (30) days following acceptance of the audit by the MUNICIPALITY. By August 1 of each year, the MUNICIPALITY shall submit to the COUNTY a completed *Certification of Local Operating Expenditures* form, Attachment A, accompanied by a supporting general ledger that details line item expenditures for library operations for the preceding fiscal year, which shall be used to support the Lake County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for the MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

A. The COUNTY shall allocate a base amount of fifteen thousand dollars (\$15,000) per year to the MUNICIPALITY to assist with funding of programs and services at its participating library. In addition to the annual base amount, the COUNTY shall distribute to the MUNICIPALITY its share of the total amount to be appropriated to all member libraries that year, less the total of the base amounts to all of the member libraries, based on the MUNICIPALITY's total circulation for the fiscal year prior to the previous fiscal year. Therefore, the total amount to be appropriated to the MUNICIPALITY for provision of countywide library services shall be the base amount, plus the proportionate share of the net total appropriation. This distribution shall be calculated as follows:

- Total amount appropriated to the MUNICIPALITY
- Base amount
- The MUNICIPALITY's percentage share of all member libraries' total

circulation for fiscal year prior to previous fiscal year

- Total Appropriation to all member libraries for current fiscal year
- Number of member libraries

$$a = b + c * [d - (b * e)]$$

B. In consideration of these allocations the MUNICIPALITY:

- (1) Shall provide library services to all residents of the COUNTY;
- (2) Shall use COUNTY funds to enhance current library services provided by its participating library;
- (3) Shall make its best effort to maintain or exceed the current level of its local operating funds for the library budget;
- (4) Shall not use COUNTY funds annually allocated to the MUNICIPALITY for the purchase or construction of a library building.
- (5) Shall enter and maintain accurate patron records on the Lake County patron database.

C. It is the intent of the parties that the distribution of COUNTY funds to the various participating libraries be made on a fair and equitable basis. Accordingly, the formula for disbursing COUNTY funds to participating libraries set forth in Section 13(A) above may be changed only upon the approval of all of the participating libraries' governing bodies and the Board of County Commissioners.

D. The COUNTY shall make its best effort to maintain or exceed the current level of its total appropriation to all participating libraries; however, the COUNTY may propose an increase or decrease based on current financial circumstances or changes in library services. The COUNTY shall not decrease the total appropriation to all participating libraries unless it gives four (4) months advance notice to the participating libraries and their governing bodies of its intent to reduce said funding levels.

E. When a MUNICIPALITY requests to join the Lake County Library System, the municipality shall receive a graduated payment for year one and year two, with a full payment in year three, as follows:

- Year One: Base Amount of \$15,000.
- Year Two: Base Amount of \$15,000 plus an additional \$15,000 for intra-library loans to other Lake County Libraries.

- Year Three: Funding formula as identified in Section 13(A) above.

14. CENTRALIZED SERVICES:

The COUNTY shall provide the following centralized services to the MUNICIPALITY's participating library:

- A. Courier service to route materials and equipment among libraries;
- B. Intralibrary loan services;
- C. Centralized cataloging of library materials, maintenance and oversight of the bibliographic database;
- D. Purchasing from State Aid Operating grant funds and Library Services and Technology Act grant funds for the benefit of the Lake County Library System;
- E. Networked telecommunications and computer systems services as described in Section 15;
- F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to digital resources and other formats;
- G. Coordination of youth and adult programming and literacy services.

15. NETWORKED SYSTEMS:

A. The COUNTY shall provide and maintain networked library automation and telecommunications systems. The COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. The COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long range plan and annual plan of service, and based on availability of funds.

B. The COUNTY shall pay maintenance costs for all equipment attached to the COUNTY's networked systems and purchased with COUNTY, state or federal funds, and Library Impact Fees awarded to COUNTY, except as outlined in Section 15(D)(1).

C. The COUNTY shall provide staff to perform networked systems administration which shall include: technology planning, training, preventative maintenance, systems monitoring, trouble-shooting, running of required backups, resolution of systems problems, monitoring of system needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Lake County Library System web pages, development of participating library web pages upon request, maintenance of staff e-mail

accounts, acting as a liaison with network vendors, installation of peripheral equipment and devices, and technology grants application and administration. Assigned COUNTY staff shall be available to perform the above during library operating hours in a reasonable amount of time and shall have the authority to prioritize requests for assistance.

D. Networked library systems shall be provided by the COUNTY to the MUNICIPALITY at no cost to the MUNICIPALITY except as specified below:

- (1) The MUNICIPALITY reserves the right to expand, at its own expense, the COUNTY's networked systems at its participating library to levels exceeding those provided by the COUNTY in consultation with the single administrative head, and provided said expansion meets the COUNTY specifications and shall in no way be in conflict with any contracts the COUNTY may have entered into with a vendor. At the request of the participating library, such equipment may be paid for with State Aid funds, if available, at the discretion of the COUNTY. The MUNICIPALITY shall be responsible for associated costs including, but not limited to, maintenance, licenses, installation, and software of any non-COUNTY owned equipment. The COUNTY may provide technical support where feasible.
- (2) The MUNICIPALITY shall, at its own expense, provide proper electrical and data wiring of its participating library facility, according to specifications provided by the COUNTY, to insure proper operation of the networked systems. At the request of the participating library, necessary wiring expenses may be paid by the COUNTY with State Aid funds, if available, at the COUNTY's discretion.
- (3) The MUNICIPALITY shall, at its own expense, make available at its participating library any telecommunications lines necessary to the operation and maintenance of any networked library computer systems. The MUNICIPALITY shall cover costs of associated installation, maintenance and monthly telecommunications charges.
- (4) The MUNICIPALITY shall, at its own expense, provide supplies at its participating library that are pertinent to the operation of the networked

systems such as printer paper, printer ink cartridges and drums, item barcodes, etc. Patron cards and patron registration forms shall be provided by the COUNTY to the MUNICIPALITY at no charge. The COUNTY may choose to provide other automation supply items to the MUNICIPALITY at no charge.

E. The MUNICIPALITY shall participate in the centralized cataloging program and adhere to County procedures to ensure the integrity of the combined bibliographic database.

F. Neither the MUNICIPALITY nor its participating library shall attach equipment or software to any COUNTY networked system without prior written approval from the single administrative head or designee; or remove equipment or software purchased by the COUNTY and placed at the participating library as part of any COUNTY networked system without prior written approval from the single administrative head or designee. Any physical attachment to or removal from a COUNTY networked system shall be performed by the COUNTY or a vendor authorized or recommended by the COUNTY.

G. Should the COUNTY cancel this Agreement for any reason other than the MUNICIPALITY's failure to comply with the terms of this Agreement, the COUNTY, at its own expense and at the request of the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the termination of the Agreement for a period not to exceed two (2) years. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the COUNTY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library, including obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Upon separate mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the two (2) year period.

H. Should the MUNICIPALITY cancel this Agreement for any reason other than the COUNTY's failure to comply with the terms of this Agreement, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library. The MUNICIPALITY shall also be responsible for all costs

associated with obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. The COUNTY shall be obligated, at the MUNICIPALITY's request, to continue operation and maintenance of the COUNTY's networked systems for a period of up to one (1) year and the MUNICIPALITY shall be obligated to pay associated operating and maintenance costs to the COUNTY. Upon mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the one (1) year period.

I. Should this Agreement terminate through expiration, the COUNTY, if requested by the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the expiration of the Agreement for a period not to exceed one (1) year during which the MUNICIPALITY will pay associated operating and maintenance costs for the one (1) year period. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library, including the costs of obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. In the event that negotiations are ongoing prior to the expiration of the Agreement, the MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days prior to expiration.

16. REPORTING:

The MUNICIPALITY and its participating library shall submit, by deadlines established through an agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. The COUNTY shall file, by deadlines established in *State Aid to Libraries Guidelines*, all reports and documents required to maintain State Aid eligibility.

17. SYSTEM WIDE POLICIES:

A. The single administrative head, in consultation with the directors of the participating libraries, shall develop and recommend system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, and the Board of

County Commissioners.

B. The Library Advisory Board shall recommend system wide library policies to the Board of County Commissioners upon a two thirds majority vote of its members. The MUNICIPALITY's representative shall represent the MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board, but shall not be bound thereby. System wide policies shall be transmitted to all member library governing bodies for consideration and/or action at least thirty (30) days before consideration by the Board of County Commissioners.

C. The COUNTY and MUNICIPALITY shall abide by system wide policies to the extent they do not conflict with County and City Ordinances, policies or procedures.

18. RECIPROCAL BORROWING:

The COUNTY has previously existing agreements authorizing reciprocal borrowing with Seminole, Volusia, and Marion counties, and with Lake-Sumter State College. Additional reciprocal borrowing agreements may be entered into by the COUNTY on behalf of the Lake County Library System upon the written approval of the Board of County Commissioners and all participating library governing bodies.

19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MEMBER LIBRARY GOVERNING BODIES:

A. The COUNTY and the MUNICIPALITY shall abide by all State and Federal laws, and specifically those relating to the provision of library services.

B. The COUNTY shall refrain from using State Aid Operating grant funds, except in the case of a severe funding shortage and only upon the consent of the COUNTY and all participating MUNICIPALITIES, as a means to replace COUNTY allocations for library services.

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the extent allowed for by Florida law, and the COUNTY agrees to indemnify and hold the MUNICIPALITY harmless to the extent allowed for by Florida law, from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee under circumstances in which the MUNICIPALITY and the COUNTY, if a private person, would be liable to the claimant, in

accordance with the general laws of the State of Florida.

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either party.

The full execution of this Agreement shall obligate the COUNTY and the MUNICIPALITY to comply with this indemnification. This indemnification shall not act or be interpreted as a waiver of either party's sovereign immunity pursuant to Section 768.28, Florida Statutes.

21. INSURANCE:

The COUNTY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the COUNTY's buildings, contents, vehicles, networked systems, workers compensation, general liability, and any other insurance required by law.

The MUNICIPALITY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the MUNICIPALITY's participating library including buildings, contents, equipment owned by the MUNICIPALITY, vehicles, workers' compensation, general liability, and any other insurance required by law.

22. MEDIATION/LEGAL FEES /JURY TRIAL WAIVER:

In the event that any dispute arises between the MUNICIPALITY and the COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or the COUNTY under the Agreement, that dispute shall be mediated by a library professional chosen by the State Librarian from the State Library consultant staff. The mediation shall not be binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourse as allowed by law.

Should litigation arise under this Interlocal Agreement, each party agrees to waive any right to trial by jury. The prevailing party shall be entitled to recover fees and costs, including legal fees up to and including appellate.

23. MODIFICATION:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

24. NOTICES:

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
P.O. Box 7800
Tavares, FL 32778-7800

MUNICIPALITY

Town Clerk
101 N. Palm Ave
P.O. Box 128
Howey-in-the-Hills, FL 34737

cc: Director of the Office of Library Services
P.O. Box 7800
Tavares, FL 32778-7800

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered; or if sent by mail, the date of the postmark; or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notices shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

25. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefrom, and shall not invalidate the remaining provisions. This Agreement contains the following exhibits:

Attachment A Certification of Local Operating Expenditures

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signing by and through its Chair, and MUNICIPALITY, by its duly authorized representative.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Gary J. Cooney, Clerk of the
Board of County Commissioners
of Lake County, Florida

Leslie Campione, Chairman

This _____ day of _____, 2019.

Approved as to form and legality:

Melanie Marsh
County Attorney

MUNICIPALITY

ATTEST:

Dairian Burke, Town Clerk

David Nebel, as Mayor
Town of Howey-in-the-Hills

This _____ day of _____, 2019.

Approved as to form and legality:

Heather Ramos, Town Attorney

ATTACHMENT A

**CERTIFICATION OF LOCAL OPERATING EXPENDITURES
FISCAL YEAR _____**

The _____,
(name of library governing body)

governing body for the _____,
(name of Lake County Library System Member Library)

hereby certifies that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, _____, and ending September 30, _____ for the operation and maintenance of a library under the conditions outlined in Chapter 257, Florida Statutes, Lake County Library System's Long Range Plan and Annual Plan of Service and Budget, and the Interlocal Agreement Relating to Provision of Library Services.

We further certify that the amount listed below does not include any of the following:

- Funds received from the federal government
- Funds received from the state government
- 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.

We further certify that the amount listed below:

(check one)

- ____ does include funds received from the Lake County Board of County Commissioners.
____ does not include funds received from the Lake County Board of County Commissioners.

(check one)

- ____ has been audited by an external auditor.
____ has been reviewed by an independent auditor.
____ has been compiled into financial statement format by an independent auditor.

Also, a copy of the report of the independent auditor:

(check one)

- ____ has been provided to the Lake County Board of County Commissioners.
____ is enclosed.

A copy of the supporting general ledger with detail line item expenditures for library operations is required to be submitted to the Lake County Board of County Commissioners for all libraries.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, _____ and September 30, _____.

\$ _____

Signature

Chief Financial Officer

Date

Please type name and official title here:

This certification is to be completed and mailed by **August 1, _____** to: Library Services Director, Lake County Library System, P.O. Box 7800, Tavares, FL 34778-7800.