

**INTERLOCAL AGREEMENT
BETWEEN
SUMTER COUNTY
AND
CITY OF WILDWOOD
RELATING TO
PROVISION OF LIBRARY SERVICES**

This is an agreement between: SUMTER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", through its Board of County Commissioners;
and

City of Wildwood, a municipal corporation located in Sumter County, Florida, hereinafter referred to as "MUNICIPALITY", through its City Council.

WHEREAS, 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 Sumter 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 COUNTY and 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 MUNICIPALITY to render municipal services, and exercise any power for municipal services, except when expressly prohibited by law; and

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes 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 administrative unit; and

WHEREAS, the Board of Sumter County Commissioners is designated as the governing body that coordinates the library services and program 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 MUNICIPALITY enter into this agreement for the purpose of providing unified library service without charge to residents of Sumter County by participating in the cooperative operation of the Sumter County Library System, a public library cooperative. In support of said purpose COUNTY and MUNICIPALITY endorse the *State Aid to Libraries Program* over-arching 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 Board of Sumter County Commissioners.

C. "Sumter County Library System" shall mean the entire program of free library services and resources provided for the residents of Sumter County through the public library cooperative established through this Agreement, as established by the Board of Sumter County Commissioners.

D. "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 Sumter County Library System. Local funds may be COUNTY funds or MUNICIPAL 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.

E. "Participating Library's governing body" means the MUNICIPALITY that operates and supports a public library and participates in the Sumter County Library System through interlocal agreement.

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

G. "Public library cooperative" shall mean the Sumter 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. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports.

H. "Resident" shall mean any individual who either owns real property or resides in Sumter County on a permanent or continual basis. Required evidence of residency is outlined in the *Public Service Policies* of the Sumter County Library System.

I. "Service area" shall mean Sumter County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality.

J. "Single administrative head", according to *State Aid to Libraries Guidelines*, means the individual employed or designated by the Board of Sumter County Commissioners who is responsible for managing or coordinating the Sumter County Library System.

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

L. "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.

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

N. "Total Circulation" for the purposes of this Interlocal agreement shall mean the sum of all items circulated by MUNICIPALITY to library patrons and all items circulated by MUNICIPALITY to another Sumter County Library System library in a fiscal year.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2007, and ending on September 30, 2009, unless terminated earlier in accordance with the provisions of the Agreement.

4. WITHDRAWAL OR TERMINATION:

Any participating MUNICIPALITY may withdraw from the cooperative library system, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal to the Board of Sumter County Commissioners and the Library Services Manager on or before May 1 prior to the September 30 effective date of termination.

5. ADDITION OF NEW MEMBERS:

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

6. SUMTER COUNTY LIBRARY SYSTEM GOVERNING BODY:

The Board of Sumter County Commissioners is designated as the governing body of the Sumter County Library System, a public library cooperative, to administer or coordinate the library services and program of the Sumter 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. SUMTER COUNTY LIBRARY ADVISORY BOARD:

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

- (1) Study and make recommendation to the Board of County Commissioners regarding the coordination and development of the Sumter County Library System. This

shall include recommending county wide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library governing bodies, the participating library directors and the single administrative head.

(2) Make recommendations regarding 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 Sumter County Library Advisory Board shall consist of twelve (12) members, composed of the following: One (1) representative member from each city currently providing public library services in Sumter County through an Interlocal Agreement with SCLS (Bushnell, Coleman and Wildwood); One (1) representative member to serve from each city served by a branch of the SCLS directly supervised by the Library Services Manager (Lake Panasoffkee, The Villages, Webster); One (1) member to serve in an ex-officio manner from the BOCC; Two (2) members from the residents of Sumter County to serve at large; One (1) member from Lake-Sumter Community College; One (1) member from the Sumter County School Board. Each member shall be appointed for a term of three (3) years. One (1) librarian from SCLS member libraries will be invited by the LAB to act as a resource member in an ex-officio capacity and does not vote. The resource member will be rotated by libraries, starting in alphabetical order and serving a term of one year. The Library Services Manager will serve the LAB in an ex-officio manner with no voting privileges. Each voting member shall 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 member for whom they are the alternate. 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 any member fails to attend three (3) regular meetings without prior notice, the Library Advisory Board shall recommend that the appointing body declare that member's office vacant, and fill such vacancy as set forth herein.

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

C. Terms of appointment and composition of the Sumter County Library Advisory Board are further described in the *Policies and By-Laws* of the Library Advisory Board.

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

A. MUNICIPALITY shall own:

(1) Library materials, equipment, and other goods purchased by COUNTY for and placed in the participating library from 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 Technology Act (LSTA) or other grant funds administered by the COUNTY, if purchased for 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 MUNICIPALITY's local funds.

B. COUNTY shall own:

(1) Items purchased by COUNTY, using COUNTY, state, federal, or private funds, as a part of 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. Any exceptions to this rule shall be documented in writing to County Finance and the participating library.

(2) Equipment purchased from federal LSTA, Universal Service, Bill and Melinda Gates Foundation, and other 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 COUNTY's local funds, or State Aid Operating and federal grant funds.

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

9. LOCAL AUTHORITY:

MUNICIPALITY and 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 expenditure from MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditure from 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 entity to which they were given.

D. MUNICIPALITY's library facility shall remain the property of MUNICIPALITY, and COUNTY's facilities shall remain the property of COUNTY. Operations, maintenance and repairs shall be effected through operating budgets from appropriations allocated by the owning entity; and 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 MUNICIPALITY, and all paid COUNTY library staff shall remain employees of COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

10. SINGLE ADMINISTRATIVE HEAD:

A. The single administrative head shall be hired by the Board of Sumter County Commissioners according to established COUNTY policies and procedures and shall be under the supervision of the County Administrator or designee. The single administrative head shall be the head of the Sumter 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 four years of successful, full-time paid professional experience at an administrative level, after obtaining the degree, in a public library unit open to the public at least forty (40) hours a week. The Board of Sumter 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 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 Sumter 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 Sumter 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 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 Sumter County Library Advisory Board, the directors of the participating libraries and the Board of Sumter County Commissioners. The single administrative head and the participating library directors shall serve as support staff. The Board of Sumter County Commissioners shall adopt the long range plan at a public hearing. Prior to adopting the long range plan, the Sumter County Library Advisory Board shall review and make recommendations to the Board of Sumter 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. The approved long range plan shall be presented to the governing bodies of the participating libraries.

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 Sumter County Library Advisory Board. In adopting the annual plan of service, the Board of Sumter County Commissioners shall consider the recommendations of the Sumter County Library Advisory Board, but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Sumter County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by MUNICIPALITY, 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 Sumter County Commissioners. The combined budget shall not include funds to be expended for the purchase or construction of a library building or library quarters.

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

12. FISCAL RESPONSIBILITY:

The Sumter County Library System shall participate in the annual Audit Review of the County.

By August 1 of each year, MUNICIPALITY shall submit to COUNTY a completed *Certification of Local Operating Expenditures* form, Attachment B, 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 Sumter County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

A. Effective October 1, 2008, COUNTY shall allocate twenty-five thousand dollars (\$25,000) per year to MUNICIPALITY to assist with funding of programs and services at its participating library. In addition, COUNTY shall pay to MUNICIPALITY thirty-five cents

(\$0.35) per circulation in Fiscal Year ended September 30, 2007. (Attachment A, Appropriation Formula, FY 08/09.) MUNICIPALITY will receive no less than the amount received in Fiscal Year 2007-2008 unless there was a decrease in total circulation and except as allowable under Section 13.B.

B. COUNTY shall review appropriations for Fiscal Year 2008-2009 during the budget process and may propose an increase or decrease in the distribution based on updated reports and the approved disbursement method at that time. The amount of COUNTY funding to the participating libraries shall not be decreased below the levels set forth herein unless the COUNTY gives sixty (60) days advance notice to the participating libraries of its intent to reduce said funding levels. COUNTY shall make its best effort to maintain or exceed the current level of its library budget. In consideration of these allocations MUNICIPALITY agrees to the following:

- (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) MUNICIPALITY 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 for the purchase or construction of a library building.
- (5) To enter and maintain accurate patron records on the participating library's 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 paragraph 13A may be changed only upon the unanimous approval of the Library Advisory Board and the Board of Sumter County Commissioners.

14. CENTRALIZED SERVICES:

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

- A. Courier service to route materials and equipment among libraries;
- B. Interlibrary and Intralibrary loan services including processing, tracking, reporting,

and shipping;

C. Centralized cataloging of library materials and maintenance 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 Sumter County Library System;

E. Networked telecommunications and computer systems services as described in Section 15. Networked Systems;

F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to online reference databases;

G. Coordination of youth programming and literacy services.

15. NETWORKED SYSTEMS:

A. COUNTY shall, through the Sumter County Library System, provide and maintain networked library automation and telecommunications systems that will improve service to patrons and efficiency of staff. COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long range plan, technology plan and annual plan of service, and based on availability of funds.

B. COUNTY shall pay maintenance costs for all equipment attached to COUNTY's networked systems and purchased with COUNTY, state and federal funds, and Library Impact Fees awarded to COUNTY.

C. 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 systems needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Sumter County Library System Web Pages, development of participating library Web Pages upon request, maintenance of staff e-mail accounts, acting as 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 normal working hours and shall have the authority to prioritize requests for assistance.

D. MUNICIPALITY shall participate in the centralized cataloging program to ensure the

integrity of the combined bibliographic database.

E. Neither 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 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 COUNTY or a vendor authorized or recommended by COUNTY.

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

G. Should MUNICIPALITY cancel this Agreement for any reason other than COUNTY's failure to comply with the terms of this Agreement, MUNICIPALITY shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library. MUNICIPALITY shall also be responsible for all cost associated with obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. COUNTY shall be obligated, at MUNICIPALITY's request to continue operation and maintenance of COUNTY's networked systems for a period of up to one (1) year and MUNICIPALITY shall be obligated to pay associated operating and maintenance costs. Upon mutual agreement between MUNICIPALITY and COUNTY, COUNTY may continue to operate and maintain networked systems for MUNICIPALITY's participating library beyond the one (1) year period.

H. Should this Agreement terminate through expiration, the COUNTY, 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 expiration of the Agreement for a period not to exceed one (1) year. The party which has declined to execute a new Agreement shall be obligated to pay associated operating and maintenance costs for the one (1) year period. Should MUNICIPALITY not request continuation of COUNTY's networked systems, the party which has declined to execute a new Agreement shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library, including the costs of obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Should negotiations be taking place subsequent to the expiration of the Agreement, MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days.

16. REPORTING:

MUNICIPALITY and its participating library shall submit by deadlines established through Agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. 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 for recommendation system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Sumter County Library Advisory Board, the governing bodies of the participating libraries, and the Board of Sumter County Commissioners.

B. The Sumter County Library Advisory Board shall recommend system wide library policies to the Board of Sumter County Commissioners upon a simple majority vote of its members. MUNICIPALITY's representative shall represent MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Board of Sumter County Commissioners shall consider the recommendations of the Sumter County Library Advisory Board, but shall not be bound thereby.

C. COUNTY and MUNICIPALITY shall abide by system wide policies.

18. RECIPROCAL BORROWING:

Previously MUNICIPALITY and COUNTY have entered into agreements authorizing reciprocal borrowing with Tampa Bay Library Consortium and with Lake-Sumter Community College. Additional reciprocal borrowing agreements recommended by the Library Advisory Board may be entered into by County on behalf of the Sumter County Library System upon the written approval of the Board of Sumter County Commissioners.

19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MUNICIPALITY:

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

B. COUNTY shall make its best effort not to use State Aid Operating grant funds as a means to replace COUNTY allocations for library services.

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, MUNICIPALITY agrees to indemnify and hold COUNTY harmless, and COUNTY agrees to indemnify and hold MUNICIPALITY harmless 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 MUNICIPALITY and 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.

The full execution of this Agreement shall obligate COUNTY and MUNICIPALITY to comply with this indemnification.

21. INSURANCE:

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

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

liability, and any other insurance required by law.

22. MEDIATION:

In the event that any dispute arises between MUNICIPALITY and COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or 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 through the courts system.

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 Administrator
Sumter County
910 North Main Street
Bushnell, FL 33513

MUNICIPALITY
City Manager
City of Wildwood
100 North Main St.
Wildwood, FL 34785

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.

LAB Approved 1/24/08

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.

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 Chairman, authorized to execute same by Board action on the 23 day of June, 2009 and MUNICIPALITY, duly authorized to execute same by action on the 27th day of July, 2009.

COUNTY

SUMTER COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Garry Breedon, Chairman

This 23 day of June, 2009

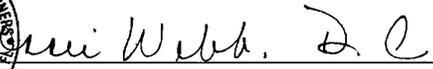
MUNICIPALITY



This 27th day of July, 2009

ATTEST:





Gini Webb, Clerk to the Board

ATTEST:


Joseph Jacob
City Clerk

Attachment A
Sumter County Library System
Appropriation Formula
FY 08/09

Member Library	Base Allocation	FY 06/07 Total Circulation	\$.35/circ	FY 08/09 Appropriation
Bushnell Public Library	\$25,000	48,325	\$16,914	\$41,914
Coleman Public Library	\$25,000	1,346	\$471	\$25,471
Wildwood Public Library	\$25,000	20,496	\$7,174	\$32,174
TOTAL	\$75,000	70,167	\$24,559	\$99,559

**INTERLOCAL AGREEMENT
BETWEEN
SUMTER COUNTY
AND
CITY OF BUSHNELL
RELATING TO
PROVISION OF LIBRARY SERVICES**

This is an agreement between: SUMTER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", through its Board of County Commissioners;
and

City of Bushnell, a municipal corporation located in Sumter County, Florida, hereinafter referred to as "MUNICIPALITY", through its City Council.

WHEREAS, 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 Sumter 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 COUNTY and 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 MUNICIPALITY to render municipal services, and exercise any power for municipal services, except when expressly prohibited by law; and

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes 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 administrative unit; and

WHEREAS, the Board of Sumter County Commissioners is designated as the governing body that coordinates the library services and program 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 MUNICIPALITY enter into this agreement for the purpose of providing unified library service without charge to residents of Sumter County by participating in the cooperative operation of the Sumter County Library System, a public library cooperative. In support of said purpose COUNTY and MUNICIPALITY endorse the *State Aid to Libraries Program* over-arching 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 Board of Sumter County Commissioners.

C. "Sumter County Library System" shall mean the entire program of free library services and resources provided for the residents of Sumter County through the public library cooperative established through this Agreement, as established by the Board of Sumter County Commissioners.

D. "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 Sumter County Library System. Local funds may be COUNTY funds or MUNICIPAL 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.

E. "Participating Library's governing body" means the MUNICIPALITY that operates and supports a public library and participates in the Sumter County Library System through interlocal agreement.

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

G. "Public library cooperative" shall mean the Sumter 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. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports.

H. "Resident" shall mean any individual who either owns real property or resides in Sumter County on a permanent or continual basis. Required evidence of residency is outlined in the *Public Service Policies* of the Sumter County Library System.

I. "Service area" shall mean Sumter County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality.

J. "Single administrative head", according to *State Aid to Libraries Guidelines*, means the individual employed or designated by the Board of Sumter County Commissioners who is responsible for managing or coordinating the Sumter County Library System.

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

L. "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.

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

N. "Total Circulation" for the purposes of this Interlocal agreement shall mean the sum of all items circulated by MUNICIPALITY to library patrons and all items circulated by MUNICIPALITY to another Sumter County Library System library in a fiscal year.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2007, and ending on September 30, 2010, unless terminated earlier in accordance with the provisions of the Agreement.

4. WITHDRAWAL OR TERMINATION:

Any participating MUNICIPALITY may withdraw from the cooperative library system, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal to the Board of Sumter County Commissioners and the Library Services Manager on or before May 1 prior to the September 30 effective date of termination.

5. ADDITION OF NEW MEMBERS:

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

6. SUMTER COUNTY LIBRARY SYSTEM GOVERNING BODY:

The Board of Sumter County Commissioners is designated as the governing body of the Sumter County Library System, a public library cooperative, to administer or coordinate the library services and program of the Sumter 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. SUMTER COUNTY LIBRARY ADVISORY BOARD:

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

- (1) Study and make recommendation to the Board of County Commissioners regarding the coordination and development of the Sumter County Library System. This

shall include recommending county wide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library governing bodies, the participating library directors and the single administrative head.

(2) Make recommendations regarding 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 Sumter County Library Advisory Board shall consist of twelve (12) members, composed of the following: One (1) representative member from each city currently providing public library services in Sumter County through an Interlocal Agreement with SCLS (Bushnell, Coleman and Wildwood); One (1) representative member to serve from each city served by a branch of the SCLS directly supervised by the Library Services Manager (Lake Panasoffkee, The Villages, Webster); One (1) member to serve in an ex-officio manner from the BOCC; Two (2) members from the residents of Sumter County to serve at large; One (1) member from Lake-Sumter Community College; One (1) member from the Sumter County School Board. Each member shall be appointed for a term of three (3) years. One (1) librarian from SCLS member libraries will be invited by the LAB to act as a resource member in an ex-officio capacity and does not vote. The resource member will be rotated by libraries, starting in alphabetical order and serving a term of one year. The Library Services Manager will serve the LAB in an ex-officio manner with no voting privileges. Each voting member shall 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 member for whom they are the alternate. 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 any member fails to attend three (3) regular meetings without prior notice, the Library Advisory Board shall recommend that the appointing body declare that member's office vacant, and fill such vacancy as set forth herein.

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

C. Terms of appointment and composition of the Sumter County Library Advisory Board are further described in the *Policies and By-Laws* of the Library Advisory Board.

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

A. MUNICIPALITY shall own:

(1) Library materials, equipment, and other goods purchased by COUNTY for and placed in the participating library from 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 Technology Act (LSTA) or other grant funds administered by the COUNTY, if purchased for 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 MUNICIPALITY's local funds.

B. COUNTY shall own:

(1) Items purchased by COUNTY, using COUNTY, state, federal, or private funds, as a part of 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. Any exceptions to this rule shall be documented in writing to County Finance and the participating library.

(2) Equipment purchased from federal LSTA, Universal Service, Bill and Melinda Gates Foundation, and other 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 COUNTY's local funds, or State Aid Operating and federal grant funds.

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

9. LOCAL AUTHORITY:

MUNICIPALITY and 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 expenditure from MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditure from 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 entity to which they were given.

D. MUNICIPALITY's library facility shall remain the property of MUNICIPALITY, and COUNTY's facilities shall remain the property of COUNTY. Operations, maintenance and repairs shall be effected through operating budgets from appropriations allocated by the owning entity; and 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 MUNICIPALITY, and all paid COUNTY library staff shall remain employees of COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

10. SINGLE ADMINISTRATIVE HEAD:

A. The single administrative head shall be hired by the Board of Sumter County Commissioners according to established COUNTY policies and procedures and shall be under the supervision of the County Administrator or designee. The single administrative head shall be the head of the Sumter 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 four years of successful, full-time paid professional experience at an administrative level, after obtaining the degree, in a public library unit open to the public at least forty (40) hours a week. The Board of Sumter 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 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 Sumter 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 Sumter 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 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 Sumter County Library Advisory Board, the directors of the participating libraries and the Board of Sumter County Commissioners. The single administrative head and the participating library directors shall serve as support staff. The Board of Sumter County Commissioners shall adopt the long range plan at a public hearing. Prior to adopting the long range plan, the Sumter County Library Advisory Board shall review and make recommendations to the Board of Sumter 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. The approved long range plan shall be presented to the governing bodies of the participating libraries.

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 Sumter County Library Advisory Board. In adopting the annual plan of service, the Board of Sumter County Commissioners shall consider the recommendations of the Sumter County Library Advisory Board, but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Sumter County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by MUNICIPALITY, 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 Sumter County Commissioners. The combined budget shall not include funds to be expended for the purchase or construction of a library building or library quarters.

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

12. FISCAL RESPONSIBILITY:

The Sumter County Library System shall participate in the annual Audit Review of the County.

By August 1 of each year, MUNICIPALITY shall submit to COUNTY a completed *Certification of Local Operating Expenditures* form, Attachment B, 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 Sumter County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

A. Effective October 1, 2008, COUNTY shall allocate twenty-five thousand dollars (\$25,000) per year to MUNICIPALITY to assist with funding of programs and services at its participating library. In addition, COUNTY shall pay to MUNICIPALITY thirty-five cents

(\$.35) per circulation in Fiscal Year ended September 30, 2007. (Attachment A, Appropriation Formula, FY 08/09.) MUNICIPALITY will receive no less than the amount received in Fiscal Year 2007-2008 unless there was a decrease in total circulation and except as allowable under Section 13.C.

B. For Fiscal Year 2009-2010, each MUNICIPALITY shall receive the amount allocated for Fiscal Year 2008-2009 plus twenty-five cents (\$.25) for each additional circulation for Fiscal Year 2007 - 2008 over total circulation in Fiscal Year end September 30, 2007. No library shall receive less than twenty-five thousand dollars (\$25,000). No MUNICIPALITY will receive less than the amount received in Fiscal Year 2008 - 2009 unless there was a decrease in total circulation and except as allowable under Section 13.C.

C. COUNTY shall review appropriations for Fiscal Years 2008-2009 and 2009-2010 during the budget process and may propose an increase or decrease in the distribution based on updated reports and the approved disbursement method at that time. The amount of COUNTY funding to the participating libraries shall not be decreased below the levels set forth herein unless the COUNTY gives sixty (60) days advance notice to the participating libraries of its intent to reduce said funding levels. COUNTY shall make its best effort to maintain or exceed the current level of its library budget. In consideration of these allocations MUNICIPALITY agrees to the following:

- (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) MUNICIPALITY 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 for the purchase or construction of a library building.
- (5) To enter and maintain accurate patron records on the participating library's patron database.

D. 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 paragraph 13A and 13B may be changed only upon the unanimous approval of the Library Advisory Board and the Board of

Sumter County Commissioners.

14. CENTRALIZED SERVICES:

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

- A. Courier service to route materials and equipment among libraries;
- B. Interlibrary and Intralibrary loan services including processing, tracking, reporting, and shipping;
- C. Centralized cataloging of library materials and maintenance 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 Sumter County Library System;
- E. Networked telecommunications and computer systems services as described in Section 15. Networked Systems;
- F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to online reference databases;
- G. Coordination of youth programming and literacy services.

15. NETWORKED SYSTEMS:

A. COUNTY shall, through the Sumter County Library System, provide and maintain networked library automation and telecommunications systems that will improve service to patrons and efficiency of staff. COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long range plan, technology plan and annual plan of service, and based on availability of funds.

B. COUNTY shall pay maintenance costs for all equipment attached to COUNTY's networked systems and purchased with COUNTY, state and federal funds, and Library Impact Fees awarded to COUNTY.

C. 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 systems needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Sumter County Library System Web Pages,

development of participating library Web Pages upon request, maintenance of staff e-mail accounts, acting as 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 normal working hours and shall have the authority to prioritize requests for assistance.

D. MUNICIPALITY shall participate in the centralized cataloging program to ensure the integrity of the combined bibliographic database.

E. Neither 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 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 COUNTY or a vendor authorized or recommended by COUNTY.

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

G. Should MUNICIPALITY cancel this Agreement for any reason other than COUNTY's failure to comply with the terms of this Agreement, MUNICIPALITY shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library. MUNICIPALITY shall also be responsible for all cost associated with obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the

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

H. Should this Agreement terminate through expiration, the COUNTY, 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 expiration of the Agreement for a period not to exceed one (1) year. The party which has declined to execute a new Agreement shall be obligated to pay associated operating and maintenance costs for the one (1) year period. Should MUNICIPALITY not request continuation of COUNTY's networked systems, the party which has declined to execute a new Agreement shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library, including the costs of obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Should negotiations be taking place subsequent to the expiration of the Agreement, MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days.

16. REPORTING:

MUNICIPALITY and its participating library shall submit by deadlines established through Agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. 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 for recommendation system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Sumter County Library Advisory Board, the governing bodies of the participating libraries, and the Board of Sumter County Commissioners.

B. The Sumter County Library Advisory Board shall recommend system wide library policies to the Board of Sumter County Commissioners upon a simple majority vote of its members. MUNICIPALITY's representative shall represent MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Board of Sumter County Commissioners shall consider the recommendations of the Sumter County Library Advisory Board, but shall not be bound thereby.

C. COUNTY and MUNICIPALITY shall abide by system wide policies.

18. RECIPROCAL BORROWING:

Previously MUNICIPALITY and COUNTY have entered into agreements authorizing reciprocal borrowing with Tampa Bay Library Consortium and with Lake-Sumter Community College. Additional reciprocal borrowing agreements recommended by the Library Advisory Board may be entered into by County on behalf of the Sumter County Library System upon the written approval of the Board of Sumter County Commissioners.

19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MUNICIPALITY:

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

B. COUNTY shall make its best effort not to use State Aid Operating grant funds as a means to replace COUNTY allocations for library services.

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, MUNICIPALITY agrees to indemnify and hold COUNTY harmless, and COUNTY agrees to indemnify and hold MUNICIPALITY harmless 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 MUNICIPALITY and 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.

The full execution of this Agreement shall obligate COUNTY and MUNICIPALITY to comply with this indemnification.

21. INSURANCE:

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

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

22. MEDIATION:

In the event that any dispute arises between MUNICIPALITY and COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or 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 through the courts system.

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 Administrator
Sumter County
910 North Main Street
Bushnell, FL 33513

MUNICIPALITY
City Manager
City of Bushnell
P.O. Box 115
Bushnell, FL 33513

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.

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 Chairman, authorized to execute same by Board action on the 23 day of June, 2009 and MUNICIPALITY, duly authorized to execute same by action on the 6th day of July, 2009.

ATTEST:



Terri Webb D.C.
Clerk to the Board

COUNTY

SUMTER COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Garry Breedon
Garry Breedon, Chairman

This 23 day of June, 2009

MUNICIPALITY

Joe P. Stulle

This 7 day of July, 2009

Attachment A
Sumter County Library System
Appropriation Formula
FY 08/09

Member Library	Base Allocation	FY 06/07 Total Circulation	\$.35/circ	FY 08/09 Appropriation
Bushnell Public Library	\$25,000	48,325	\$16,914	\$41,914
Coleman Public Library	\$25,000	1,346	\$471	\$25,471
Wildwood Public Library	\$25,000	20,496	\$7,174	\$32,174
TOTAL	\$75,000	70,167	\$24,559	\$99,559

**INTERLOCAL AGREEMENT
BETWEEN
SUMTER COUNTY
AND
CITY OF COLEMAN
RELATING TO
PROVISION OF LIBRARY SERVICES**

This is an agreement between: SUMTER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", through its Board of County Commissioners;
and

City of Coleman, a municipal corporation located in Sumter County, Florida, hereinafter referred to as "MUNICIPALITY", through its City Council.

WHEREAS, 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 Sumter 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 COUNTY and 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 MUNICIPALITY to render municipal services, and exercise any power for municipal services, except when expressly prohibited by law; and

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes 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 administrative unit; and

WHEREAS, the Board of Sumter County Commissioners is designated as the governing body that coordinates the library services and program 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 MUNICIPALITY enter into this agreement for the purpose of providing unified library service without charge to residents of Sumter County by participating in the cooperative operation of the Sumter County Library System, a public library cooperative. In support of said purpose COUNTY and MUNICIPALITY endorse the *State Aid to Libraries Program* over-arching 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 Board of Sumter County Commissioners.

C. "Sumter County Library System" shall mean the entire program of free library services and resources provided for the residents of Sumter County through the public library cooperative established through this Agreement, as established by the Board of Sumter County Commissioners.

D. "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 Sumter County Library System. Local funds may be COUNTY funds or MUNICIPAL 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.

E. "Participating Library's governing body" means the MUNICIPALITY that operates and supports a public library and participates in the Sumter County Library System through interlocal agreement.

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

G. "Public library cooperative" shall mean the Sumter 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. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports.

H. "Resident" shall mean any individual who either owns real property or resides in Sumter County on a permanent or continual basis. Required evidence of residency is outlined in the *Public Service Policies* of the Sumter County Library System.

I. "Service area" shall mean Sumter County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality.

J. "Single administrative head", according to *State Aid to Libraries Guidelines*, means the individual employed or designated by the Board of Sumter County Commissioners who is responsible for managing or coordinating the Sumter County Library System.

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

L. "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.

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

N. "Total Circulation" for the purposes of this Interlocal agreement shall mean the sum of all items circulated by MUNICIPALITY to library patrons and all items circulated by MUNICIPALITY to another Sumter County Library System library in a fiscal year.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2007, and ending on September 30, 2010, unless terminated earlier in accordance with the provisions of the Agreement.

4. WITHDRAWAL OR TERMINATION:

Any participating MUNICIPALITY may withdraw from the cooperative library system, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal to the Board of Sumter County Commissioners and the Library Services Manager on or before May 1 prior to the September 30 effective date of termination.

5. ADDITION OF NEW MEMBERS:

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

6. SUMTER COUNTY LIBRARY SYSTEM GOVERNING BODY:

The Board of Sumter County Commissioners is designated as the governing body of the Sumter County Library System, a public library cooperative, to administer or coordinate the library services and program of the Sumter 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. SUMTER COUNTY LIBRARY ADVISORY BOARD:

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

- (1) Study and make recommendation to the Board of County Commissioners regarding the coordination and development of the Sumter County Library System. This

shall include recommending county wide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library governing bodies, the participating library directors and the single administrative head.

(2) Make recommendations regarding 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 Sumter County Library Advisory Board shall consist of twelve (12) members, composed of the following: One (1) representative member from each city currently providing public library services in Sumter County through an Interlocal Agreement with SCLS (Bushnell, Coleman and Wildwood); One (1) representative member to serve from each city served by a branch of the SCLS directly supervised by the Library Services Manager (Lake Panasoffkee, The Villages, Webster); One (1) member to serve in an ex-officio manner from the BOCC; Two (2) members from the residents of Sumter County to serve at large; One (1) member from Lake-Sumter Community College; One (1) member from the Sumter County School Board. Each member shall be appointed for a term of three (3) years. One (1) librarian from SCLS member libraries will be invited by the LAB to act as a resource member in an ex-officio capacity and does not vote. The resource member will be rotated by libraries, starting in alphabetical order and serving a term of one year. The Library Services Manager will serve the LAB in an ex-officio manner with no voting privileges. Each voting member shall 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 member for whom they are the alternate. 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 any member fails to attend three (3) regular meetings without prior notice, the Library Advisory Board shall recommend that the appointing body declare that member's office vacant, and fill such vacancy as set forth herein.

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

C. Terms of appointment and composition of the Sumter County Library Advisory Board are further described in the *Policies and By-Laws* of the Library Advisory Board.

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

A. MUNICIPALITY shall own:

(1) Library materials, equipment, and other goods purchased by COUNTY for and placed in the participating library from 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 Technology Act (LSTA) or other grant funds administered by the COUNTY, if purchased for 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 MUNICIPALITY's local funds.

B. COUNTY shall own:

(1) Items purchased by COUNTY, using COUNTY, state, federal, or private funds, as a part of 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. Any exceptions to this rule shall be documented in writing to County Finance and the participating library.

(2) Equipment purchased from federal LSTA, Universal Service, Bill and Melinda Gates Foundation, and other 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 COUNTY's local funds, or State Aid Operating and federal grant funds.

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

9. LOCAL AUTHORITY:

MUNICIPALITY and 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 expenditure from MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditure from 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 entity to which they were given.

D. MUNICIPALITY's library facility shall remain the property of MUNICIPALITY, and COUNTY's facilities shall remain the property of COUNTY. Operations, maintenance and repairs shall be effected through operating budgets from appropriations allocated by the owning entity; and 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 MUNICIPALITY, and all paid COUNTY library staff shall remain employees of COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

10. SINGLE ADMINISTRATIVE HEAD:

A. The single administrative head shall be hired by the Board of Sumter County Commissioners according to established COUNTY policies and procedures and shall be under the supervision of the County Administrator or designee. The single administrative head shall be the head of the Sumter 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 four years of successful, full-time paid professional experience at an administrative level, after obtaining the degree, in a public library unit open to the public at least forty (40) hours a week. The Board of Sumter 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 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 Sumter 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 Sumter 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 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 Sumter County Library Advisory Board, the directors of the participating libraries and the Board of Sumter County Commissioners. The single administrative head and the participating library directors shall serve as support staff. The Board of Sumter County Commissioners shall adopt the long range plan at a public hearing. Prior to adopting the long range plan, the Sumter County Library Advisory Board shall review and make recommendations to the Board of Sumter 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. The approved long range plan shall be presented to the governing bodies of the participating libraries.

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 Sumter County Library Advisory Board. In adopting the annual plan of service, the Board of Sumter County Commissioners shall consider the recommendations of the Sumter County Library Advisory Board, but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Sumter County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by MUNICIPALITY, 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 Sumter County Commissioners. The combined budget shall not include funds to be expended for the purchase or construction of a library building or library quarters.

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

12. FISCAL RESPONSIBILITY:

The Sumter County Library System shall participate in the annual Audit Review of the County.

By August 1 of each year, MUNICIPALITY shall submit to COUNTY a completed *Certification of Local Operating Expenditures* form, Attachment B, 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 Sumter County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

A. Effective October 1, 2008, COUNTY shall allocate twenty-five thousand dollars (\$25,000) per year to MUNICIPALITY to assist with funding of programs and services at its participating library. In addition, COUNTY shall pay to MUNICIPALITY thirty-five cents

(\$.35) per circulation in Fiscal Year ended September 30, 2007. (Attachment A, Appropriation Formula, FY 08/09.) MUNICIPALITY will receive no less than the amount received in Fiscal Year 2007-2008 unless there was a decrease in total circulation and except as allowable under Section 13.C.

B. For Fiscal Year 2009-2010, each MUNICIPALITY shall receive the amount allocated for Fiscal Year 2008-2009 plus twenty-five cents (\$.25) for each additional circulation for Fiscal Year 2007 - 2008 over total circulation in Fiscal Year end September 30, 2007. No library shall receive less than twenty-five thousand dollars (\$25,000). No MUNICIPALITY will receive less than the amount received in Fiscal Year 2008 - 2009 unless there was a decrease in total circulation and except as allowable under Section 13.C.

C. COUNTY shall review appropriations for Fiscal Years 2008-2009 and 2009-2010 during the budget process and may propose an increase or decrease in the distribution based on updated reports and the approved disbursement method at that time. The amount of COUNTY funding to the participating libraries shall not be decreased below the levels set forth herein unless the COUNTY gives sixty (60) days advance notice to the participating libraries of its intent to reduce said funding levels. COUNTY shall make its best effort to maintain or exceed the current level of its library budget. In consideration of these allocations MUNICIPALITY agrees to the following:

- (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) MUNICIPALITY 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 for the purchase or construction of a library building.
- (5) To enter and maintain accurate patron records on the participating library's patron database.

D. 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 paragraph 13A and 13B may be changed only upon the unanimous approval of the Library Advisory Board and the Board of

Sumter County Commissioners.

14. CENTRALIZED SERVICES:

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

- A. Courier service to route materials and equipment among libraries;
- B. Interlibrary and Intralibrary loan services including processing, tracking, reporting, and shipping;
- C. Centralized cataloging of library materials and maintenance 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 Sumter County Library System;
- E. Networked telecommunications and computer systems services as described in Section 15. Networked Systems;
- F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to online reference databases;
- G. Coordination of youth programming and literacy services.

15. NETWORKED SYSTEMS:

A. COUNTY shall, through the Sumter County Library System, provide and maintain networked library automation and telecommunications systems that will improve service to patrons and efficiency of staff. COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long range plan, technology plan and annual plan of service, and based on availability of funds.

B. COUNTY shall pay maintenance costs for all equipment attached to COUNTY's networked systems and purchased with COUNTY, state and federal funds, and Library Impact Fees awarded to COUNTY.

C. 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 systems needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Sumter County Library System Web Pages,

development of participating library Web Pages upon request, maintenance of staff e-mail accounts, acting as 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 normal working hours and shall have the authority to prioritize requests for assistance.

D. MUNICIPALITY shall participate in the centralized cataloging program to ensure the integrity of the combined bibliographic database.

E. Neither 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 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 COUNTY or a vendor authorized or recommended by COUNTY.

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

G. Should MUNICIPALITY cancel this Agreement for any reason other than COUNTY's failure to comply with the terms of this Agreement, MUNICIPALITY shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library. MUNICIPALITY shall also be responsible for all cost associated with obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the

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

H. Should this Agreement terminate through expiration, the COUNTY, 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 expiration of the Agreement for a period not to exceed one (1) year. The party which has declined to execute a new Agreement shall be obligated to pay associated operating and maintenance costs for the one (1) year period. Should MUNICIPALITY not request continuation of COUNTY's networked systems, the party which has declined to execute a new Agreement shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library, including the costs of obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Should negotiations be taking place subsequent to the expiration of the Agreement, MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days.

16. REPORTING:

MUNICIPALITY and its participating library shall submit by deadlines established through Agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. 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 for recommendation system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Sumter County Library Advisory Board, the governing bodies of the participating libraries, and the Board of Sumter County Commissioners.

B. The Sumter County Library Advisory Board shall recommend system wide library policies to the Board of Sumter County Commissioners upon a simple majority vote of its members. MUNICIPALITY's representative shall represent MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Board of Sumter County Commissioners shall consider the recommendations of the Sumter County Library Advisory Board, but shall not be bound thereby.

C. COUNTY and MUNICIPALITY shall abide by system wide policies.

18. RECIPROCAL BORROWING:

Previously MUNICIPALITY and COUNTY have entered into agreements authorizing reciprocal borrowing with Tampa Bay Library Consortium and with Lake-Sumter Community College. Additional reciprocal borrowing agreements recommended by the Library Advisory Board may be entered into by County on behalf of the Sumter County Library System upon the written approval of the Board of Sumter County Commissioners.

19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MUNICIPALITY:

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

B. COUNTY shall make its best effort not to use State Aid Operating grant funds as a means to replace COUNTY allocations for library services.

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, MUNICIPALITY agrees to indemnify and hold COUNTY harmless, and COUNTY agrees to indemnify and hold MUNICIPALITY harmless 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 MUNICIPALITY and 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.

The full execution of this Agreement shall obligate COUNTY and MUNICIPALITY to comply with this indemnification.

21. INSURANCE:

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

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

22. MEDIATION:

In the event that any dispute arises between MUNICIPALITY and COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or 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 through the courts system.

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 Administrator
Sumter County
910 North Main Street
Bushnell, FL 33513

MUNICIPALITY
City Manager
City of Coleman
3502 East Warm Springs Avenue
Coleman, FL 33521

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.

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 Chairman, authorized to execute same by Board action on the 23 day of June, 2009 and MUNICIPALITY, duly authorized to execute same by action on the 10th day of August, 2009.

ATTEST:



Osmin Webb, D.C.
Clerk to the Board

COUNTY

SUMTER COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Garry Breeden
Garry Breeden, Chairman

This 23 day of June, 2009

MUNICIPALITY

Eve Caruthers
Eve Caruthers, Mayor

This 10th day of August, 2009

Attachment A
Sumter County Library System
Appropriation Formula
FY 08/09

Member Library	Base Allocation	FY 06/07 Total Circulation	\$.35/circ	FY 08/09 Appropriation
Bushnell Public Library	\$25,000	48,325	\$16,914	\$41,914
Coleman Public Library	\$25,000	1,346	\$471	\$25,471
Wildwood Public Library	\$25,000	20,496	\$7,174	\$32,174
TOTAL	\$75,000	70,167	\$24,559	\$99,559