

**Sumter County and Library Systems & Services
Library Administration and Operations Agreement**

This Library Administration & Operations Agreement (Agreement) is made by and between Sumter County, Florida, a political subdivision of the State of Florida, address 7375 Powell Road, Wildwood, FL 34785, hereinafter referred to as "County", and Library Systems & Services, LLC, 2600 Tower Oaks Boulevard, Suite 200, Rockville, Maryland 20852, hereinafter referred to as "LS&S". LS&S and County may be referred to herein as "Party" and collectively, the "Parties".

The Parties agree as follows:

LS&S will work closely with the County Administrator and the Single Administrative Head to manage the day-to-day operations of the County's Libraries, hereinafter referred to as "Library System" or "Library," to deliver effective Library service.

LS&S understands that the general administration of the Library, including oversight and approval of Library policies, goals, and priorities, will be provided by the County, which has the final authority on all such matters. LS&S's performance will be monitored by the County Administrator and the Single Administrative Head. The Single Administrative Head will also serve as the County's designated liaison with LS&S.

1. *Services and Goods.*

It is understood that LS&S shall provide and pay for all labor, tools, materials, and/or permits, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the County and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the County or any property owned by the County. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement. LS&S agrees that it shall abide by the terms and conditions of, and will continue utilizing, contracts for goods and services which may exist at the time this Agreement is executed which are applicable to the Library System unless otherwise approved by the County.

(a) Access to the Library System and the Library System programs shall be free of any charge.

(b) *Services.* During the term of this Agreement, LS&S shall provide all Library related services including non-Library related labor and administrative services described on Exhibit A (collectively, "Services"). No additional Library or non-Library related Services ("Additional Services") shall be implemented, until the County and LS&S have entered a written agreement that includes, at a minimum, a written description of the Additional Services, the responsibility for costs related to providing such Additional Services, and the allocation of profit between the Parties that is generated by the Additional Services, if any.

(c) *Provision of Goods.* LS&S may purchase goods for use in the management and operation of the Library (as defined below). Subject to applicable state public procurement laws, LS&S may select sources of goods. Title to all items purchased by LS&S shall at all times reside in the County. If LS&S furnishes any goods to the

County, LS&S will use good faith efforts to extend the manufacturer's warranty, if any, to the County.

2. Term and Termination.

(a) *Term.* This Agreement shall be in effect for a period of five (5) years, commencing on October 1, 2023 (Effective Date), and terminating on September 30, 2028 (Expiration Date), unless earlier terminated in accordance with this Section 2.

(b) *Termination for Convenience.* Either Party may terminate this Agreement after twelve (12) calendar months from the Effective Date with or without cause by giving the other Party three (3) calendar months written notice of termination.

(c) *Termination for Default.* Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

3. Price and Payment.

(a) *Price.* LS&S shall perform the Services for the charges set forth in Section E of Exhibit A.

(b) *Payments.* LS&S shall invoice County after each month's Services for the monthly amount set forth in Section E of Exhibit A. LS&S shall submit all invoices pursuant to the Local Government Prompt Payment Act, Section 218, Florida Statutes. Invoices shall reflect one-twelfth (1/12th) of the annual contract value being charged to the County for Services and Materials. Invoices shall be paid by bank wire transfer to a bank account designated by LS&S on or before the tenth (10th) day of such month (Due Date). The parties acknowledge that the County is exempt from taxation per Section 125.019, Florida Statutes, as evidenced by the certificate of exemption attached hereto as Exhibit B.

(c) *Payment When Services are Terminated.* In the event of termination of this Agreement, the County shall compensate LS&S for all Services performed prior to the effective date of termination, provided that appropriate Invoices are issued to County in accordance with paragraph 3(b).

4. Insurance.

(a) LS&S shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the County, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. Automobile:
 - a. Combined Single Limit: \$1,000,000 per accident,

OR

- b. Bodily Injury: \$1,000,000 per person,
- AND**

Property Damage: \$1,000,000 per accident;

2. General Liability: One Million Dollars (\$1,000,000.00) each occurrence;
3. General Aggregate: Two Million Dollars (\$2,000,000.00);
4. Excess Coverage: Two Million Dollars (\$2,000,000.00);
5. Workers' Compensation: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the Services required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

(b) LS&S shall name the Sumter County Board of County Commissioners as an additional insured and certificate holder, to the extent of the Services to be provided hereunder, on all required insurance policies (with the exception of Workers' Compensation) and provide the County with proof of same.

(c) LS&S shall provide the County with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured,
2. The name of the insurer,
3. The number of the policy,
4. The effective date,
5. The termination date.

(d) LS&S shall mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of any policy required herein.

(e) Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of LS&S's obligation to fulfill the insurance requirements specified herein.

(f) *Property Insurance.* The County will keep its buildings and their contents insured against loss, cost, damage or expense resulting from fire, explosion or any other casualty in an amount equal to the full replacement cost thereof (Casualty Insurance). If any loss, cost, damage or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by the County in connection with its buildings or their contents, the County hereby releases LS&S from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount receivable by reason of such Casualty Insurance and waives any right of subrogation which might otherwise have existed or accrued to any person on account thereof.

5. *Information and Intellectual Property.*

(a) *Information.* In the performance of this Agreement, LS&S may be exposed to information regarding the identity of the County's patrons, and the County may be exposed to information regarding LS&S's proprietary Library management techniques, and either Party may be exposed to other information designated in

writing by the disclosing Party as confidential (collectively Confidential Information). To the extent allowed by Florida's broad public records laws, each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Agreement; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information subject to the provisions of Chapter 119, Florida Statutes; and, if requested, shall certify in writing that all such information has been returned.

(b) *Intellectual Property.* Nothing in this Agreement confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of either Party. All reports, findings, data and documents compiled or assembled by LS&S exclusively for the County and for which LS&S has been compensated by County under this Agreement become the property of the County and shall be transmitted to the County at the termination of this Agreement if not already in possession by the County. LS&S may retain copies of any statistical, policy or procedural information produced by LS&S in performance of this Agreement, excluding any information relative to specific Library patrons and information that is Confidential per federal and state law or regulation or declared as such by the County.

(c) *Patron Information.* LS&S understands and acknowledges that, subject to certain exceptions, Section 257.261, Florida Statutes makes Confidential as a matter of law all registration and circulation records of every public Library. LS&S shall not utilize the patron list of the Library System, Library circulation records kept for the purpose of identifying the borrower of items available through the Library System, or any other information identifying patrons of the Library System, for any commercial use. LS&S may not make the list(s) available to any other entity for any reason, except as approved by the County Administrator and the Single Administrative Head. LS&S agrees to indemnify, defend, and hold the County harmless regarding any claims or damages by any person relating to the intentional or negligent release of Library records or Confidential Information by LS&S relating to that person in violation of federal or state law or regulation, including, but not limited to Section 257.261, Florida Statutes.

(d) *Media Use of Library System.* LS&S and its employees may not speak publicly on behalf of the County or the Sumter County Library System without the express consent of the County Administrator and the Single Administrative Head. LS&S agrees to provide the County Administrator and the Single Administrative Head with information, upon request, which is necessary to respond to media and/or public inquiries regarding the provision of Library and/or ancillary services for the Library System. LS&S shall not use proprietary information regarding the Library System, including photographs or other pictorial representations, without the prior review and approval of the County Administrator and the Single Administrative Head. This review and approval shall apply to use in any of LS&S's marketing activities and articles and/or papers for publication or consideration by trade and/or professional organizations or conferences.

(e) *Documentation.* Subject to the terms and conditions of this Agreement, LS&S hereby grants to the County a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Documentation (defined below), as provided by LS&S, during the term of this Agreement, solely for the County's internal business purposes. The County shall not use the Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the generality of the foregoing, the County shall not (i) market or distribute the Documentation; (ii) make any copies of the Documentation; (iii) assign, sublicense, sell, lease, or otherwise transfer or convey, or pledge as security or otherwise encumber, the County's rights under the license granted in this Section; or (iv) modify the Documentation, except with prior written consent of LS&S. The Parties acknowledge and agree that if the County modifies or improves the Documentation, all such modifications or improvements shall be considered part of the Documentation, and shall be owned by LS&S, and the County hereby assigns to LS&S all right and title to such modifications or improvements. Other than as set forth in this paragraph, nothing in this Agreement confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of either Party. For the purposes of this Agreement, "Documentation" means the standard user manuals, instructions and related documentation made available by LS&S to the County.

6. The County's Obligations.

- (a) *Facilities Equipment, Collections, Records, Files and Data.* The County shall make available to LS&S without charge, solely for LS&S's use in performing the Services, all properties, facilities, equipment, collections, records, files and data used or useful in the operation of the Library that are in the County's possession, custody or control as of the date hereof. The County reserves all ownership rights in such properties and LS&S shall return such properties to the County, ordinary wear and tear excepted, at the termination or expiration of this Agreement.
- (b) *Policies.* The County shall be responsible for setting all policies that govern the operations of the Library.
- (c) *Courier.* Provide courier service to each Library facility not less than twice weekly or as mutually established by the County and LS&S.

7. Excluded Services.

The County shall be fully responsible for the following:

- (a) Any goods or services, including payroll, rendered by the County prior to the Effective Date of the original contract.
- (b) Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of any Library staff not employed by LS&S at the time of the relevant incident.
- (c) Any worker's compensation or other claims arising from injuries sustained prior to the Effective Date of the original contract by any Library staff not employed by LS&S at the time of such injuries.
- (d) Any costs of any current or future employee benefits, including retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts or other similar programs adopted by the County.

8. General Considerations.

- (a) All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by LS&S and presented to the County pursuant to this Agreement are and remain the property of the County as instruments of service.
- (b) All analyses, data, documents, models, modeling, reports and tests performed or utilized by LS&S shall be made available to the County upon reasonable request and shall be considered public records.
- (c) LS&S is required to: (i) keep and maintain public records reasonably required by County in accordance with Florida Records Retention requirements; (ii) upon request from County's custodian of public records, provide County with a copy of the reasonably requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following

completion of this Agreement if LS&S does not transfer the records to County; (iv) upon completion of this Agreement, transfer, at no cost, to County all public records in possession of LS&S or keep and maintain public records required by Board.

- (d) If LS&S transfers all public records to County upon completion of this Agreement, LS&S shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If LS&S keeps and maintains public records upon completion of this Agreement, LS&S shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.
- (e) LS&S shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The County shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-vendors (if any).
- (f) LS&S shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- (g) **IF THE LS&S HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LS&S' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**
- (i) Upon LS&S's written request, the County will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as LS&S' and County mutually deem necessary, and LS&S may rely upon same in performing the services required under this Agreement.

9. *Limitation of Liability.*

Neither party shall be liable for any damages, losses, costs or expenses under or in connection with this Agreement, whether for breach of contract, tort or otherwise, in excess of an amount equal to the lesser of (i) the actual damages suffered by the aggrieved Party, or (ii) the Charges for the twelve (12) month period (as shown in Exhibit A, as it may be amended) in which such damages were allegedly incurred. In no case shall either Party be liable for any punitive, exemplary, incidental, consequential, or special damages arising out of or in connection with this Agreement.

10. *Miscellaneous.*

- (a) LS&S may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. LS&S shall

be available to assist the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.

(b) *Independent Contractor.* The relationship of the parties is that of independent contractor, and no partnership, joint venture, agency, employment, or other relationship intended. LS&S is, and shall be, in the performance of all services at and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by County to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from County to LS&S, or its employees, agents or servants. LS&S assumes responsibility for payment of all federal, state and local taxes imposed or required of LS&S including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which LS&S as employer is responsible. LS&S shall be solely responsible for any worker's compensation insurance required by law and shall provide the County with proof of insurance upon demand. The parties agree that County shall not: (a) pay dues, licenses or membership fees for LS&S; (b) require attendance by LS&S, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent LS&S from working for any other party.

Employees. Except for materials furnished by the County, LS&S shall supply all materials, equipment, and labor required for the Work and/or Services provided under this Agreement. LS&S will ensure that all of its employees, agents, subcontractors, representatives, and the like, fully comply with all of the terms and conditions set herein when providing services for the County in accordance herewith and subject to the policies established by the County as provided in this Agreement. LS&S shall have ultimate control over the execution of the Work and/or Services. LS&S shall have the sole obligation to employ, direct, control, supervise, manage, train, discharge, and compensate all of its employees or subcontractors, and the County shall have no control of or supervision over the employees of LS&S or any of LS&S subcontractors.

(c) *Assignment.* This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of the other Party. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.

(d) *Warranty.* LS&S warrants that it will perform the Services with the competency, efficiency, and expertise generally accepted in the Library service industry but more specifically as denoted in Exhibit A. There are no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.

(e) *Sovereign Immunity.* LS&S shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. LS&S shall indemnify and save harmless the County, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees

that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of LS&S, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.

(i) *Force Majeure*. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

(j) *Customer's Representation*. The County represents and warrants that it has all necessary legal authority to enter into and perform this Agreement and that the person executing this Agreement on its behalf is legally authorized to do so.

(h) *Notices*. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

(i) *Law of the Agreement; Jurisdiction and Venue*. The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal

court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

(j) *Fines and Fees.* All fine and fee schedules applicable to the Library System shall be as set forth in schedules established by the County. LS&S shall use commercially reasonable efforts to collect all Library fines and fees, following County approved courtesy notice to patrons, to which the County is lawfully entitled.

(k) *Right to Review and Monitor.* The County shall have the right to review and monitor the Library facilities, programs, and procedures at any time without unreasonable disruption of work or services provided by LS&S under this Agreement.

(l) *Compliance with Licenses, Permits, and Applicable Laws.* In performing services hereunder, LS&S shall comply with all federal, state and local laws and regulations. LS&S shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. LS&S shall be responsible for obtaining, at its sole cost and expense, all necessary license(s) and other governmental approvals required in order for LS&S to provide the type of services required hereunder.

(m) *Bankruptcy or Insolvency.* If LS&S shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of LS&S shall be appointed in any proceeding brought by or against LS&S, or if LS&S shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against LS&S'S operations of the Library System, the County may terminate this Agreement immediately without regard to the notice requirements of Section 2 herein.

(n) *Conflict of Interest.* LS&S shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the Services to be performed for the County.

(o) *Public Entity Crimes.* As required by Section 287.133, Florida Statutes, LS&S warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. LS&S further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of their being placed on the convicted contractor list.

(p) *Equal Opportunity Employer.* LS&S is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. LS&S will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

(q) *Auditing Records and Inspection.* In the performance of this Agreement, LS&S shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to Materials Costs

shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by LS&S for a period of three (3) years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. Regarding Materials Costs, the County shall retain the right to audit the books during the three-year retention period. The County also has the right to review the Company's most recent audited financial statements to determine whether LS&S has the ability to fulfill its contractual obligations to the satisfaction of the County. The County has the right to terminate this Agreement for cause based upon its findings in this audit without regard to the termination provision set forth in Section 2 herein.

(r) *Attorney's Fees, Costs and Damages* In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

(s) *Gifts and Donations.* The County may accept and administer any gifts, bequests, donations and/or grants, as identified and authorized by the County Administrator, pursuant to the authority as granted by the Board of County Commissioners.

(t) *Survivability.* Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

(u) *Entire Agreement.* This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

(v) *E-Verify.* The E-Verify System has been established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. LS&S agrees to certify to Board that LS&S is in compliance with the federal E-Verify program, including obtaining written certification from all sub-vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-vendor certifications must be kept on file by LS&S and made available to the state and/or the County upon request. The County reserves the right to take action against any LS&S deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debarring the LS&S from performing services for the County.

(w) *Corporate Status.* If LS&S is a non-governmental, corporate entity:

a. *Corporate Status.* LS&S shall ensure that the corporate status shall continuously be in good standing and active and current with the state

of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the LS&S to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

(x) *Dispute Resolution.* All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary, within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

(y) *Jointly Drafted.* The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

(z) *Parties Acknowledgement; Parties Bound.* The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

(aa) *Waiver.* The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

(bb) *Time is of the Essence.* Time shall be of the essence of this Agreement.

(cc) *Severability.* Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

(dd) *Counterparts*. This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(ee) *Section and Paragraph Headings*. Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

(ff) *Cooperation; Supplementary Actions*. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

(gg) *Miscellaneous*. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Agreement effective the 22nd day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: _____
Craig A. Estep, Chairman

ATTEST:

Clerk/Deputy Clerk of the Board

LIBRARY SYSTEM & SERVICES, LLC

By: _____
Todd Frager, CEO

STATE OF MARYLAND
COUNTY OF MONTGOMERY

The foregoing instrument was executed before me this ____ day of _____, 2023, by _____ as CEO of LIBRARY SYSTEMS & SERVICES, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of MARYLAND

(stamp)

Exhibit A

Agreement for Library Administration and Operations

A. Statement of Work

1. LS&S shall administer the operations of the County's Library facilities (collectively, "Library" or "Library System"), including the accounting for, purchase of and payment for payroll services and goods and services for supplies, library materials (including audiovisual and other electronic materials), electronic publications, periodicals, newspapers, electronic database subscriptions, standing orders, automated reference services, binding, cataloging, processing costs (collectively, "Library Materials") sufficient to operate the Library in accordance with the policies approved and amended from time to time by the County. LS&S shall operate the County's Library System in accordance with relevant Florida laws and regulations, and except as provided in this Agreement, adhere to professional standards promulgated by the Florida Department of State Division of Library and Information Services.
2. LS&S shall provide, by and through its own employees or independent contractors ("LS&S Staff") experienced, well-qualified staff members necessary for the operation of the Library. The cost of the LS&S Staff shall be paid by LS&S and is included in the Operating Budget (as defined below). Although LS&S, as the employer of the staff provided to operate and support the operation of the Library System, shall have the sole and absolute right and obligation under this Agreement to take any and all employer-related actions that it deems appropriate to perform the Work under this Agreement, with such actions including but not limited from time to time to recruiting, hiring, setting and providing compensation and benefits, evaluating, training, assigning, transferring, promoting, demoting, and/or terminating the employment of LS&S Staff, LS&S shall staff the Library System to meet the County's stated objectives providing senior leadership and staffing in all sites to provide efficient patron services, engaging and useful programming, access to up-to-date technology services in partnership with the County, and other services consistent with the Library's Strategic Long Range Plan.
3. In addition, LS&S will assist in the development, and update by October 1st of each succeeding year (annual plan), a Strategic Plan for the County by October 1, 2024, in cooperation with the County, its elected and appointed local officials, other community stakeholders and the LS&S Staff ("Plan"). Using current professional standards and practices, the Plan will identify challenges and opportunities for the LS&S Staff and corresponding strategic responses, including specific goals and measurable objectives. This Plan, when approved by the County, will help govern the direction and focus of the LS&S Staff in fulfillment of their mission of providing effective and efficient Library service to meet the personal, professional and lifelong learning needs of the citizens served by the Library System.

B. Scope of Work

Governance – Develop and maintain effective working relationships with local staff, elected officials, other appointed officials and community groups.

1. Fiscal Responsibility:
 - a. Develop and maintain effective and efficient financial procedures to include detailed financial records and employment of standard accounting practices to ensure internal control of, and full accountability for, the County's resources.

- b. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.
- c. Continue to seek innovative means of adding value for the County at little or no additional cost.

2. Reporting:

1. Prepare and provide regular reports to the County, describing Library activities and recommending changes in policies as necessary and appropriate.
2. Prepare and provide timely statistical reports to the County on Library activities.
3. Prepare and provide annual reports to the County of all statistical information necessary and timely to meet State reporting requirements.
4. Prepare and provide such additional reports, as may be reasonably requested by the County, at LS&S's consent and expense, during the period of performance of this Agreement and prior to any renewals of this Agreement.
5. Make available to the County copies of all documents necessary to verify billing, for payment of invoices, as payment agent, as well as necessary for audit purposes.
6. Prepare and provide such additional financial reports, as may be reasonably requested by the County no more than monthly, at LS&S's consent and expense, during the period of performance of this Agreement and prior to any renewals of this Agreement. Any financial reports requested by the County shall reflect the current fiscal year of LS&S.

3. Collection Management Plan:

- a. Provide Library Materials on a wide variety of subjects in varied formats for all age groups present in the community, according to the established County collection management plan. Collection content selection, deaccessioning, and overall management will conform to the County Collection Content Selection Policy adopted by the Board of Commissioners. The collection development plan will be derived from community demographics and expressed interest. The plan will also define procedures for dissenting members of the public to express their concerns about an item in the collection as well as steps to be followed by Library staff for addressing those concerns.

4. Facilities:

- a. Work with County Staff to ensure effective building maintenance by promptly identifying and reporting problems with the physical facilities.
- b. County will cause to be performed all janitorial and grounds care; exterior and interior facility maintenance and repair; capital improvements of the facility and utilities infrastructure of the Library System as determined in the Sumter County Interlocal Service Boundary Agreements.

County continues to be the day-to-day custodian of the property associated with the Library System. Such property shall include the land upon which the Library

facilities are located: including but not limited to landscaping; walkways; parking and stairs; the buildings; all building systems such as heating, air conditioning, plumbing, electrical and security; and all contents including but not limited to books, shelves, furniture, computers and all other articles of personal property.

As an occupant of the County property, LS&S shall take reasonable actions expected of a reasonably prudent custodian of real and personal property. Such actions shall include, but not be limited to, the observation of the property on days of Library operation noting any apparent damage, needed maintenance, and security concerns.

In the event of serious damage to any Library property from any cause, including but not limited to fire, LS&S shall first notify the appropriate emergency services and then notify the County Administrator or designee. LS&S shall, while awaiting emergency services and afterward, protect all undamaged property with any means reasonably available and will use reasonable efforts to properly secure the remaining structure to prevent vandalism or any type of further damage. LS&S shall cooperate with and provide claims related information requested by the County's insurance company representatives after any loss. LS&S shall train the manager of each Library as to their duties as required herein and make sure they have the knowledge and training to respond correctly.

5. Assets Property of COUNTY:

All assets, including capital expenditures that are purchased and/or procured by LS&S on behalf of the Library System for sole use in the operation of the Library System pursuant to this Agreement, shall be and shall remain the property of the County.

Disposal or exchange of any equipment and/or furniture shall require prior approval of the County Administrator or designee.

C. Library Collection Content Acquisition

1. Library Materials are required to be purchased by LS&S for the Library System, pursuant to this Agreement. On an annual basis, to the extent required by law, LS&S shall conduct a competitive bidding process for general material acquisitions in accordance with state public procurement laws, including but not limited to Chapter 287, Florida Statutes, as legally applicable, and shall retain all documents relating to those processes during the term of this Agreement.

2. On behalf and for the benefit of the County, LS&S will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library Materials. The responsibility for Library collection development policies will remain with the County. All Library Materials selections will be the responsibility of LS&S, subject to the County Administrator or designee's approval, which approval may be rescinded in his sole discretion. LS&S will place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices.

3. In accounting for the cost of the Library Materials, LS&S shall include a fee of five percent (5%) of the cost of the Library Materials ordered. This amount is included in the Operational Budget and shall not be invoiced separately.

D. Public Services

1. LS&S shall have full responsibility to organize and conduct the daily, routine and expected business of the Library System, in accordance with the policies adopted by the COUNTY. These LS&S responsibilities include but are not necessarily limited to the following:

a. Provide appropriate staff to operate each Library facility (five branches).

b. Perform general operations, including but not limited to conducting Library business in the local and broader County communities in accordance with the goals and objectives of the Library System's Strategic Plan.

c. Provide prompt, friendly and accurate customer service and effective high-quality assistance in use of the Library.

d. Provide collections, information/reference, and program event services appropriate for the local community of County.

i. Selection of library materials will be in accordance with the County's Collection Development Policy. Selection will reflect the needs and wants of the community and further the goals of all adopted long range and annual plans.

ii. Disposition of any library materials will require approval from the County's designated administrative head.

iii. Assist customers in identifying and locating needed and wanted items and loan collection items to customers in accordance with established County policies.

iv. Maintenance of all current interlibrary loan agreements, reciprocal borrowing agreements, and any other established agreements that benefit library customers.

e. Provide high quality, effective, educational, recreational and cultural programs of interest to all age groups present in the community and maintain current partnerships between the Library System and the community that enhance Library services in accordance with established County policies and the adopted County Library's long range and annual plans.

f. LS&S, on behalf of the Library System, will maintain the System's memberships and professional partnerships through paid memberships as mutually agreed between the County and LS&S; reviewed annually.

g. Promotion of Library System services by LS&S will effectively disseminate information about and promote use of the System's resources and services through a variety of avenues, including but not limited to digital displays and newsletters.

- h. LS&S will provide a coordinated Outreach approach to raise visibility and enhance engagement with the public. The “EveryWhere” Library approach will include refreshed Library branding, , delivering outreach to schools, special populations, and diverse demographics. A designated Outreach team will be developed and deployed to meet Outreach goals which will include a wide variety of educational, recreational, and social opportunities beyond the Library doors for the public. Outreach strategies include but are not limited to:
 - Accelerate and formalize outreach to schools, focus efforts on underprivileged, underperforming schools where the impact on literacy development can be high,
 - Outreach & Librarian- Go Video- what we are reading this week, book recommendations, read-alikes at advertised, scheduled stops and pop-ups around the Villages and County. Videos will include closed captioning for the hearing impaired,
 - Strengthen partnership with the Villages “Coordinator” of clubs- leverage these ready-made events as opportunities for the library to interact, engage and integrate with the public,
 - Meet me @ the Library- Open Houses- Q&A concept, bring people into the library around a topic of shared interest, opportunity for discovery of what else the library has to offer,
 - Veterans - develop an outreach strategy including additions to the collections like Army & Navy Times, pop up at the community center in the golf cart for drop in talks and events,
 - Recurring column from the Everywhere Library in Sumter- regular Library column of staff-authored articles of interest in the local newspaper(s) and online blogs or newsletters,

All outreach activities will focus on high return on investment (ROI) and impact, bringing value-added experiences and enhanced opportunities to the Sumter community. Continuous assessment and improvement will ensure the success of Outreach efforts and initiatives.

i. Staffing provided by LS&S for the Library System will include not less than three full-time equivalent (FTE) librarians holding a Master’s Degree from a program accredited by the American Library Association, or such number as mutually agreed between the County and LS&S. Although absolute numbers may vary from time to time due to temporary vacancies, LS&S will endeavor in good faith to maintain the established level.

j. LS&S will promote staff development through orientation, training, and coaching. LS&S will provide leadership and guidance to maximize LS&S Staff effectiveness in Library operations. LS&S shall provide monthly staff cybersecurity training to educate them on best cybersecurity practices to protect the County’s network. LS&S shall also provide leadership and guidance to maximize staff effectiveness in Library operations.

k. LS&S acknowledges that Library branches may be used as polling places for elections.

l. LS&S shall maintain all existing programs and services in effect as of the start date of this Agreement. Changes to the programs and services may only be made through mutual consent of the County and LS&S.

m. LS&S shall manage the operation of a pay-per-circ digital platform for on demand circulation with an annually established funding allocation from the overall approved materials budget.

2. Hours of Operation

a. LS&S shall provide public service hours in each branch Library facility (Monday through Saturday) as mutually agreed between the COUNTY and LS&S.

b. Changes to the hours or days of operation, and/or the total weekly hours per branch, established in this Agreement may only be implemented through mutual consent of the County and LS&S. Changes in hours or days of operation and/or total weekly hours per branch that result in adjustment to the Operating Budget shall be evidenced by written amendment to this Agreement, executed by authorized representatives of the Parties, prior to any proposed changes taking effect.

	The Villages Public Library at Belvedere	The Villages Public Library at Pinellas Plaza	Bushnell Public Library	E.C. Rowell Public Library and Panasoffkee Community Library
Monday	9 AM – 6 PM	9 AM – 7 PM	9 AM – 7 PM	10 AM – 7 PM
Tuesday	9 AM – 6 PM	9 AM – 7 PM	9 AM – 7 PM	10 AM – 7 PM
Wednesday	9 AM – 6 PM	9 AM – 7 PM	9 AM – 7 PM	10 AM – 6 PM
Thursday	9 AM – 6 PM	9 AM – 7 PM	9 AM – 7 PM	10 AM – 6 PM
Friday	9 AM – 5 PM	9 AM – 5 PM	9 AM – 5 PM	10 AM – 5 PM
Saturday	9 AM – 6 PM	9 AM – 6 PM	9 AM – 6 PM	10 AM – 6 PM
Total Weekly Hours	53	57	57	49

3. Integrated Library System (ILS)

- a. LS&S shall provide an Integrated Library System (ILS), Polaris. LS&S shall provide this hosted service via LS&S's secure IT hosting facility to the level that local staff members are only required to logon and use the software. For purposes pertaining to LS&S's provision and operation of the LS&S-master-licensed Polaris ILS System, LS&S will provide limited related maintenance services of IT equipment provided by the County.
- b. The ILS will perform circulation, public access catalog, acquisition and other related functions. LS&S shall provide all optional software associated with Polaris as mutually agreed between the County and LS&S and may only be implemented through mutual consent of the County and LS&S.
- c. LS&S shall provide and manage a 24/7 online payment solution that is PCI compliant for the Library customers to clear Polaris account charges and pay printer fees. Backup documentation will be submitted with the income deposits.

4. Performance Measures

a. Service Operation Hours

LS&S shall provide a minimum 265 service hours weekly for the five branch Library facilities for standard non-holiday weeks, except conditions associated with Section 8 (f) of this Agreement.

b. Circulation

LS&S shall maintain satisfactory loans per user and current trends to support Library relevance in the community subject to the state-aid funding allocation to County and County's allocation of funding for the said collection.

c. Program Events Presented

LS&S shall provide or arrange for an aggregate total of at least 600 program events annually in the five branch Library facilities and at least 25 online programming opportunities annually.

d. Library Card Registration

LS&S shall actively pursue Library card registration opportunities to maintain the Library's relevance in the community (coordination with schools, attendance at local new residents' meetings, and other local events).

e. Customer Service Satisfaction

LS&S shall provide online customer surveys to capture feedback from customers regarding services and programs. The surveys shall utilize a Net Promoter Score (NPS) tool to gauge customer retention and loyalty. The vendor shall maintain a NPS score equal to or greater than "Great" (30-70 points).

D. Excluded Costs

The County shall be responsible for the following:

1. Any costs, expenses, damages or losses occurring prior to the effective date.
2. Library System utility costs for electricity, water, reclaimed water and sewer, and telecommunications.

3. Library System capital costs, repair and maintenance of facilities, building systems, equipment (except for ILS equipment), utility infrastructure and telecommunications wiring and systems.

E. Operating Budget and Charges

Period	Charges ("Operating Budget")		COUNTY COLLECTION BUDGET
	Period	Monthly	
October 1, 2023 - September 30, 2024	\$2,638,615	\$219,885	TBD
October 1, 2024 - September 30, 2025	\$2,704,581	\$225,382	TBD
October 1, 2025 - September 30, 2026	\$2,772,195	\$231,016	TBD
October 1, 2026 - September 30, 2027	\$2,841,500	\$236,792	TBD
October 1, 2027 - September 30, 2028	\$2,912,538	\$242,711	TBD

*2.5% escalation each year

Escalation for the outlying years will be 2.5%.

The Library Materials budget and County IT support to the Libraries budget shall not only be separate from the operational budget but be funded from a combination of State-Aid to Libraries Funds and County general funds and will be determined by the County annually in September with the adoption of the final budget.