

LEVY COUNTY PUBLIC LIBRARY SYSTEM INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 3rd day of May, 2022, by and between LEVY COUNTY, a political subdivision of the State of Florida ("COUNTY"), and the CITY OF CEDAR KEY, a Florida municipal corporation ("CITY").

WHEREAS, applicable Florida law and regulation provides for the entry by the government bodies into a cooperative agreement for the provision of library services to the residents of Levy County; and

WHEREAS, COUNTY- is designated as the single administrative unit to provide free library service to its residents; and

WHEREAS, CITY has determined that its entry into this Agreement will enable the provision of library services which would otherwise be unavailable under current and future anticipated funding mechanisms; and

WHEREAS, CITY and COUNTY have determined that it is in the best interest of the residents of the CITY and COUNTY that they enter into this Agreement to provide library service to the residents of LEVY COUNTY, including the residents of Cedar Key and the surrounding area.

NOW THEREFORE, the parties hereto agree as follows:

1. DESIGNATION: The parties hereby designate the Levy County Board of County Commissioners as the Governing Body of the Levy County Public Library System to provide free public library service to all residents of Levy County.
2. PURPOSE: The parties hereby enter into this agreement for the purpose of improving and strengthening the quality of free public library service to all residents of Levy County.
3. DEFINITIONS:
 - a. "LCPLS" means the Levy County Public Library System.
 - b. "COUNTY" means Levy County, a political subdivision of the State of Florida. "Governing body" means the Levy County Board of County

Commissioners, as established and empowered pursuant to this agreement.

- c. "Single Administrative Head" means the individual employed and designated by the library's Governing Body as the Library Director of the LCPLS and that person who is responsible for managing the LCPLS.
- d. "Legal service area" means Levy County.
- e. "Interlocal agreement" means a contract between local government units that is the basis for the joint exercise of power, as permitted under Fla. Stat. 163.01.
- f. "Library outlet" means a single point of access to free library service.
- g. "Local funds" means funds, exclusive of any state or federal funds, which are expended centrally for the operation and maintenance of the library.
- h. "Participating local government" means that city that provides a building or part of a building to serve as a public library to County through an interlocal agreement.

4. TERMINATION OF PRIOR AGREEMENT/EFFECTIVE DATE: The parties agree the interlocal agreement between the parties dated **October 17, 2006**, governing the LCPLS, **has been previously terminated by City. The parties agree that the October, 17, 2006 interlocal agreement is hereby replaced in its entirety with this Agreement.** The term of this Agreement shall commence and be effective on October 1, 2022, and shall be automatically renewed for successive annual terms each September 30th, unless one of the parties notifies the other of its intent not to renew the annual term by written notice provided at least sixty (60) days prior to the expiration of the then-current annual term, or unless otherwise revised by supplemental agreement, or terminated by

mutual agreement of the parties.

5. **POWERS AND AUTHORITY:** The Governing Body is hereby empowered to take such collective action as is reasonable or appropriate to achieve the purpose set forth in Section 2 above. In addition to the powers expressly provided for herein, the Governing Body shall have such other powers as are permitted by law, including (without limitation) the authority in its own name to make and enter into contracts, to incur debts, liabilities, or obligations. The Governing Body shall have the authority to approve policies, approve and adopt plans, and approve and adopt budgets for the LCPLS.

6. **POWERS, DUTIES AND RESPONSIBILITIES OF THE SINGLE ADMINISTRATIVE**

HEAD: The following activities shall be carried out by the Single Administrative Head for the LCPLS under the plans, policies, and budgets adopted by the Governing Body, and they may not be delegated through interlocal agreements or any other service agreements: development of a single Long-Range Plan for the LCPLS; development of a single Annual Plan of Service and Budget for adoption by the Governing Body; development and maintenance of LCPLS policies, including consistent policies that guide public services provided by all library branches; implementation of the Long-Range Plan, the Annual Plan of Service and Budget, and the policies adopted by the Governing Body; preparation of reports on behalf of the LCPLS as required by the Division of Library and Information Services of the State of Florida; operation and maintenance of an automated system that provides system-wide access to materials, programs and services; maintenance of the collection development and

management program for all library collections; development and implementation of library programs and services that are planned and provided for in each library branch; maintenance and expenditure of the LCPLS portion of the County budget, grants, donations and other funds designated to be expended by the LCPLS; hiring, evaluation and discharge of staff of the LCPLS as authorized by the Governing Body.

7. DUTIES AND RESPONSIBILITIES OF CITY:

A. CITY agrees to provide the **entire first floor and portions of the second floor as provided herein** of the building located at 460 Second Street, Cedar Key, Florida 32625 **such building will herein be referred to as "the building" such property where the building is located will herein be referred to as "the property" for library purposes.**

B. CITY agrees to provide the portions of the first floor of the building to the COUNTY for library and related purposes, as follows:

L Occupation and use of the rooms that are not highlighted on Attachment A, excluding the rooms designated as JC 107 and MECH 105 on such Attachment A, for general operations of the public library and access to those operations by the public and
J.h Non-exclusive use of the room designated as JC 107 on Attachment A for access to electrical panels for the building and storage of janitorial supplies and

iii. Non-exclusive access to the room designated as MECH 105 on Attachment A to provide access to state inspectors and to elevator company staff for maintenance of the elevator; and

iv. Non-exclusive use of the areas that are highlighted on Attachment A for use by the COUNTY library staff and the general public for access to the library and other portions of the building.

C. City agrees to provide the portions of the second floor of the building to the COUNTY for the library and related purposes as follows:

i. Non-exclusive use of the rooms designated as MEETING 201 and STAFF 202 on Attachment A for the purposes of book and materials preparation and repair. COUNTY library staff work room COUNTY library staff break area small gatherings and

meetings of library groups or other clubs, quiet workspace for library patrons needing reading or computing space beyond what is provided on the first floor, storage for equipment and supplies including public or seasonal materials or equipment utilized on a regular basis b):

COUNTY library staff and other library related purposes; and

ii. Non-exclusive access to the room designated as MECH 211 on Attachment A in order to address any HYAC issues that may arise until CITY is available to address those issues; and

iii. exclusive use of the room designated as STOR 203 on Attachment A

for the purpose of storage and maintenance of the communications systems for the library confidential patron's records, financial materials, and audio-visual or other equipment owned by the Cedar Key Friends of the Library for the use of the LCPLS; and

iv. Non-exclusive use of the elevator, stairs/stairwell, hallways, and restrooms for use by COUNTY library staff and the general public for access to the library and other portions of the building.

D. City shall not lease, sublease, let, sublet, or allow to be used any room or portion of the first floor of the building that is not highlighted on attachment A or any room or portion of the second floor of the building designated for COUNTY'S exclusive use to any individual or entity other than COUNTY during the term of this Interlocal Agreement.

E. Any use of any room or portion of the first floor of the building that is not highlighted on Attachment A, or of any room or portion of the second floor of the building designated for COUNTY'S exclusive or non-exclusive use during the term of this interlocal agreement by any entity other than COUNTY for the LCPLS for library purposes shall be at the discretion and with the permission of the Single Administrative Head or the Governing Body, and will be in accordance with any then current COUNTY policies for the use of library space.

F. In the event that CITY obtains permission from the Single Administrative Head of the Governing Body for use by CITY or another person, group or entity, of any portion of the first floor of the building that is not highlighted on Attachment A, or of any room or portion of the second floor of the building designated for COUNTY'S exclusive or non-exclusive use then CITY shall be solely responsible for the set-up and clean-up prior to and after such use. City also shall be solely responsible for providing access to such room or portion of the first floor or second floor, and for locking up after such use. If such room or portion of the first floor being used is normally secured at the time of such use.

G. CITY agrees to provide the maintenance, repairs, utilities, cleaning, trash removal, and pest service in connection with the building and the property. COUNTY agrees that CITY shall have reasonable access to portions of the building and the property provided to COUNTY herein upon reasonable advance notice to the COUNTY as necessary in order to provide the maintenance, repairs, utilities, cleaning, trash removal and pest service as required herein.

H. In addition to reasonable access for provision of the services provided

in the previous paragraph, CITY retains non-exclusive access to those portions of the first floor of the building highlighted on the library floor plan attached as Attachment A, and included herein by this reference, including the stairwell, elevator, hallways and restrooms, and the building entrances and exits necessary to access the second floor.

I. CITY retains the exclusive possession of the rooms and portions of the second floor of the building that are not provided for COUNTY'S use herein or for public access, specifically the areas marked MULTIPURPOSE 207, STORAGE 208 and KITCHENETTE 209 on Attachment A (herein "CITY'S second floor area) provided that CITY shall

allow the COUNTY temporary use of the second-floor room designated as "STAFF 208" for the purpose of book transfer: the COUNTY shall not be allowed to use the said room for storage.-COUNTY may use such CITY'S second floor for library purposes only with the express permission of CITY, through CITY'S Public Works Supervisor. CITY shall have sole responsibility for any inquiries, scheduling, preparation prior to use, clean up after use, opening prior to use and locking after use of the CITY'S second floor area b): CITY or any other person or entity-. CITY shall have the sole responsibility for any loss, damages, or claims that may arise directly or indirectly as a result of the use of the areas on the first floor of the building that are highlighted on Attachment A, and the

elevator, stairs/stairwell, hallwayS and restrooms on the second floor, and the CITY's second floor area, and all related areas b) an) public or private individual or entih or as a result of making the CITY's second floor area and related areas available for use b) CITY or b\ an) person or entity.

8. DUTIES AND RESPONSIBILITIES OF COUNTY: COUNTY agrees to provide

staffing for the LCPLS who shall be employees or volunteers of COUNTY; books, publications and materials; telecommunications, computers machines and equipment, furniture and shelving, travel, workshops and education, operating supplies, capital and operating costs including administrative overhead costs. COUNTY agrees to maintain the areas in the building designated for COUNTY'S use neat and orderly at all times while library functions are being performed.

9. INSURANCE: CITY shall provide liability, fire and multi-peril insurance on the building and the property. COUNTY shall obtain contents insurance for its personal property as it wishes. Both parties shall maintain liability insurance to cover their respective risks related to their activities in and on the building and property.

10. PURCHASING: Purchases for library purposes shall be made by the
Single

Administrative Head and approved by the Governing Body. Checks issued by the Governing Body shall be issued for invoices forwarded and approved by the Single Administrative Head.

11. APPROPRIATION OF FUNDS: The amount of annual appropriations expended by CITY for the support, operation and maintenance of the building and the property remains the sole and exclusive discretion of CITY. However, CITY agrees to consider expending funds in accordance with the LCPLS Long Range Plan and Annual Plan of Service and Budget grant funds received by COUNTY which are based on the funds expended annually by CITY and any other contributing organization intended solely for the support, operation and maintenance of the building and the property shall be expended by COUNTY for library services at the building and the property.

12. FISCAL RESPONSIBILITY: The Governing Body shall procure an independent audit annually **as required by Florida Statutes, which may include review of** all funds claimed as expended centrally as administered by the LCPLS: **this provision is not intended to require the Governing Body to procure any additional audit or auditing services beyond that required by Florida Statutes.** CITY agrees to provide a copy of CITY'S audit (as it relates to library functions) of funds expended to

the Governing Body and Single Administrative Head. The Single Administrative Head shall furnish written monthly reports to CITY regarding the use and expenditure of funds under the control of the LCPLS and the progress in carrying out the Long-Range Plan. The report shall include fiscal expenditures to date, expenditures per current month, and the balance for the fiscal year. CITY shall provide the Single Administrative Head with a similar monthly report containing the same items.

13. ENTIRE AGREEMENT: This agreement shall constitute the entire agreement of the parties hereto and of the LCPLS- There are no promises, representations, or warranties other than those set forth herein. This agreement shall be binding upon the parties and successors in interest, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the dates shown below.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

ATTEST:

Danny J. Shipp, Clerk

Russell Meeks Jr., Chair


Date: _____

APPROVED AS TO FORM AND
LEGALITY:

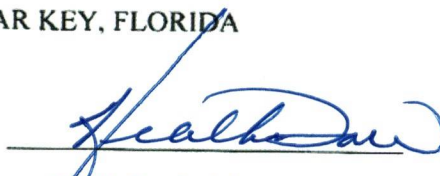
Nicolle Shalley, County Attorney

BOARD OF COMMISSIONERS

ATTEST: CITY OF CEDAR KEY, FLORIDA



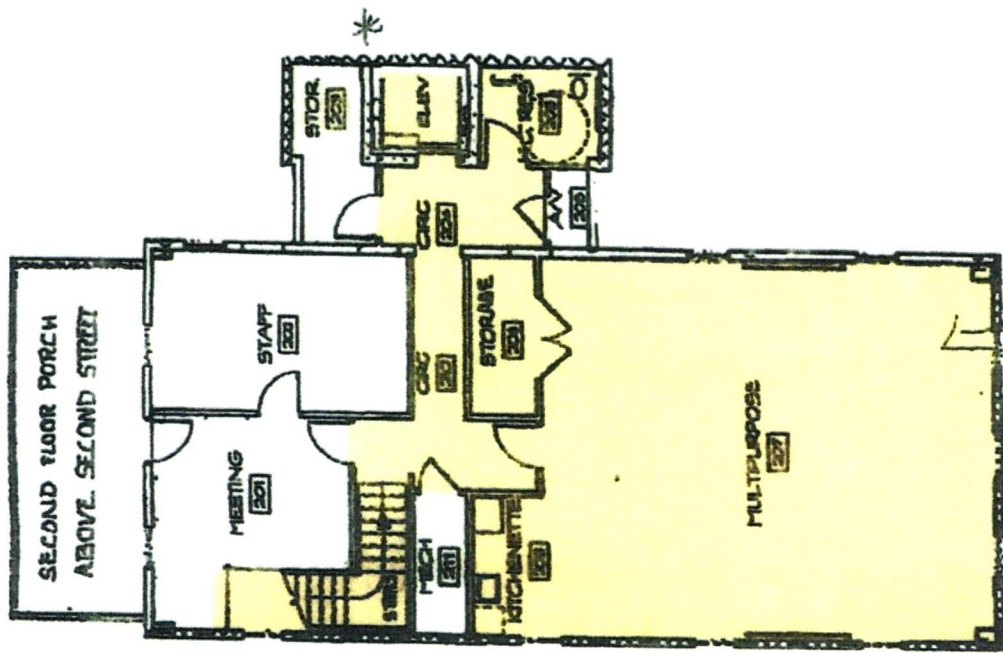
City Clerk



Heath Davis, Mayor

APPROVED AS TO FORM AND LEGALITY:

Norm D. Fugate, City Attorney



We would like to use this space for meetings

ATTACHMENT A

Levy County Public Library System Interlocal Agreement

Meeting Space Areas Highlighted

