

**INTERLOCAL AGREEMENT
REGARDING THE MAINTENANCE AND USE
OF THE SUNCOAST TECHNICAL COLLEGE- NORTH PORT
JOINT USE SARASOTA COUNTY LIBRARY/MEDIA CENTER**

This **INTERLOCAL AGREEMENT** regarding the maintenance and use of the Suncoast Technical College - North Port Joint Use Sarasota County Library/Media Center (the "Agreement") is made and entered into by and between Sarasota County, Florida, a political subdivision of the State of Florida (the "County") and the School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "School Board") (collectively referred to as the "Parties") as of the date of execution by the last signatory hereto.

WHEREAS, the School Board is constructing the Suncoast Technical College – North Port (the "STC Facility") at 4675 Career Lane, North Port, which shall include a joint use Sarasota County public library/media center (the "Joint Use Facility"); and

WHEREAS, on July 12, 2016, the Parties entered into a Joint Project Agreement ("JPA") setting forth their respective obligations and responsibilities with respect to the funding, design, engineering and construction of the STC Facility, attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, the County and the School Board acknowledge the advantages and the importance of providing a facility that will expand the program capacity of both STC and the public libraries by providing increased access to library resources for students and their families, additional meeting space to community members and access to classes offered by STC; and

WHEREAS, the County and the School Board further acknowledge the cost-efficiencies inherent in the Joint Use Facility with respect to such operating costs as maintenance and utilities; and

WHEREAS, the County and the School Board desire to enter into this Interlocal Agreement in order to set forth their respective rights and obligations concerning the maintenance and use of the Joint Use Facility; and

WHEREAS, pursuant to provisions of general law, including Section 163.01, Florida Statutes, the Parties are authorized to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

SECTION 1. INCORPORATION.

The recitals set forth above are incorporated herein in their entirety.

SECTION 2. INTENT.

The Joint Use Facility shall serve as the Sarasota County Public Library and the STC School Media Center and shall include meeting spaces for community use. This Agreement is intended to set forth the duties and responsibilities of the County and the School Board with respect to the operation, maintenance and use of the Joint Use Facility.

SECTION 3. DEFINITIONS.

- 3.1 **Capital Repairs and Replacement** – Replacement of an existing asset, or portion of an asset, with an improved or superior asset, having a cost in excess of One Thousand Dollars (\$1,000.00) and a useful life in excess of five (5) years.
- 3.2 **Fixture** - A piece of equipment or furniture that is affixed in position in a building and cannot be removed without significant damage to the building.
- 3.3 **Furnishings and Equipment** - Movable items within a building that are not affixed to the building, including, but not limited to, office furniture, benches, tables, desks, computers, chairs, copiers, book stacks, window treatments and security gates.
- 3.4 **Major Building Systems** – The architectural, mechanical, electrical, plumbing and control systems, including any components thereof. Systems include, but are not limited to, roofs, flooring, HVAC, electrical, fiber, plumbing, ceiling tiles, windows, walls, exterior doors, lighting, and security cameras.
- 3.5 **Preventative Maintenance** – Systematic or planned inspection, detection, correction and prevention of incipient failures of Major Building Systems before they become actual or major failures.
- 3.6 **Routine Maintenance** – Small-scale activities associated with regular (daily, weekly, monthly, etc.) and general upkeep of Joint Use Facility. It includes regular custodial care of the Joint Use Facility area, such as the replacement of filters and restroom supplies and, touch-up painting.

SECTION 4. TERM OF AGREEMENT.

The term of this Agreement shall be for thirty (30) years commencing on the Effective Date, with automatic ten (10) year renewals unless terminated pursuant to Section 18 herein

SECTION 5. JOINT USE LIBRARY/MEDIA CENTER.

- 5.1 The Joint Use Facility, consisting of approximately 22,000 square feet, shall be designed and built pursuant to the JPA, in compliance with the Americans with Disabilities Act (ADA) and all other relevant laws and regulations, including State Requirements for Educational Facilities (SREF) and the Florida Building Code.
- 5.2 The Joint Use Facility and contents shall have been designed to support current and anticipated technology resources and services, as well as traditional collections and services of public libraries and school media centers.
- 5.3 The signage for the Joint Use Facility shall be compatible with both the School Board and County signage design and standards and shall clearly identify the building as a Sarasota County Public Library.
- 5.4 The electronic message board shall include library events as requested by County staff.

SECTION 6. OWNERSHIP OF FURNISHINGS AND EQUIPMENT AND FIXTURES OF THE JOINT USE FACILITY.

- 6.1 The County shall serve as fiscal agent for securing, maintaining, repairing and replacing the Furnishings and Equipment for the Joint Use Facility, which Furnishings and Equipment shall remain the property of the County. The County may remove the Furnishings and Equipment from the STC Facility at any time.
- 6.2 The School Board and the County shall collaborate with respect to design, planning and purchase of Fixtures (such as flooring and lighting systems) and the design and planning for optimal technology compatibility between the School Board and County systems.
- 6.3 The School Board shall serve as the fiscal agent for securing, maintaining, repairing and replacing the Fixtures for the Joint Use Facility. At the termination of this Agreement, for whatever reason, all Fixtures at the Joint Use Facility, of whatever kind or nature, including, but not limited to, all equipment permanently installed in the STC Facility which, under the laws of the State of Florida, are part of the realty, heating and air-conditioning equipment, landscaping, paving and all other permanent improvements which become part of the realty shall thereupon become and be deemed to be a part of the STC Facility premises and shall be and remain the property of the School Board at the expiration hereof.

SECTION 7. COUNTY RESPONSIBILITIES.

7.1 Automated Systems and Technology for the Joint Use Facility.

7.1.1 The County shall be responsible for the hardware, software and telecommunications network support for the Integrated Library System (ILS), Self-check, Automated Materials Handling systems, public access/staff computers and any other technology that may be necessary to support library operations .

7.1.2 The County shall provide the necessary telecommunications network infrastructure and support for the operation of the ILS, internet access, Wi-Fi and telephones within the Joint Use Facility.

7.1.3 School Board and County staff shall collaborate on the need for future upgrades in telecommunications hardware, software and networks for items supported by the School Board that are located in the Joint Use Facility, such as security cameras and cable television. Funding for future upgrades shall be mutually agreed upon by the Parties.

7.2 Joint Use Facility Utilities (water/sewer/electric).

The School Board shall invoice the County semi-annually (Jan. 1- June 30; July 1 – Dec. 31) for the County's share of utilities usage at the STC Facility, based upon the County's proportionate share of square footage of the STC Facility. The invoices shall be supported by appropriate documentation.

7.3 Joint Use Facility Management

7.3.1 The County shall have administrative responsibility for the Joint Use Facility, including daily operations, personnel management and patron access and use. Authority and responsibility for utilizing the amenities of the Joint Use Facility shall be consistent with County Libraries Policies and Procedures.

7.3.2 At its own cost, the County shall staff the Joint Use Facility with County employees and volunteers who shall be recruited, hired, managed and evaluated in accordance with Sarasota County Government Human Resources Procedures and Guidelines.

7.3.3 The Library Manager shall be responsible for the daily operations and activities of the Joint Use Facility, under the authority of the Director of Libraries and Historical Resources.

- 7.3.4 The Library Manager and staff shall work cooperatively with the Director and staff of STC.
- 7.3.5 Designated representatives of the School Board and County staffs shall confer regarding facilities services, Capital Repairs and Replacements and Major Building Systems.

SECTION 8. SCHOOL BOARD RESPONSIBILITIES.

- 8.1 Routine Maintenance, Preventative Maintenance and Capital Repairs and Replacement of Major Building Systems.
 - 8.1.1 Maintain, repair, remodel, and upgrade as appropriate the Fixtures used in the Joint Use Facility so as to maintain them in good working order and functionality.
 - 8.1.2 All warranty issues related to Fixtures it provides.
 - 8.1.3 Respond immediately to maintenance and repairs requests from the County related to the health and safety of library patrons and/or staff.
- 8.2 The County's cost for Routine Maintenance and Preventative Maintenance of the Joint Use Facility and the campus Bookstore/Grab-N-Go café shall be based upon the School Board's actual District-wide cost per square foot for maintenance and custodial work. The School Board shall invoice the County semi-annually (Jan. 1-June 30; July 1-Dec. 31) for the prior six-month period. The invoices shall be supported by appropriate supporting documentation.
- 8.3 Capital Repairs and Replacement within the Joint Use Facility shall be mutually agreed upon by the County Administrator or designee and the Superintendent or designee and scheduled in advance with County staff. The County shall reimburse the School Board for the cost of mutually agreed upon Capital Repairs and Replacements related to the Joint Use Facility.
- 8.4 Designated representatives of the School Board and County staffs shall confer annually regarding Capital Repairs and Replacements to the common areas of the STC Facility and grounds, excluding outparcels. The School Board shall invoice the County semi-annually (Jan. 1-June 30; July 1- Dec. 31) for agreed upon Capital Repairs and Replacements to the common areas and grounds based upon the County's proportionate share of square footage of the STC Facility. The invoices shall be supported by appropriate supporting documentation. For purposes of this provision, the common areas include: the main lobby (Gallery) of the STC Facility, the shared area of the Campus Bookstore/ Grab 'n Go cafe and the parking lot.

- 8.5 Maintain, repair, and upgrade security cameras and cable television systems.
- 8.6 One (1) STC phone for access to the emergency notification system.
- 8.7 One (1) IPTV cable to the County for use in the Library staff room.
- 8.8 Sole responsibility for maintenance, restriping, resurfacing and fixing holes in the STC Facility parking lot.

SECTION 9. SECURITY.

- 9.1 The County shall provide security services within the Joint Use Facility as deemed appropriate by the County for the protection of County property, personnel and library patrons.
- 9.2 The School Board shall provide security cameras as mutually agreed upon. To the extent allowed by law, the School Board shall provide access to the video recordings produced by the security cameras located on the STC Facility.
- 9.3 The School Board shall provide after-hours access to/from the Joint Use Facility to designated members of the School Board and County staffs via access control and intrusion detection equipment as provided by the School Board. Access from the Joint Use Facility into the STC Facility shall be aligned whenever possible with STC Facility hours of operation. After-hours access from the Joint Use Facility into the STC Facility, exclusive of the Gallery, shall not be available to Joint Use Facility personnel. After-hours access from the STC Facility into the Joint Use Facility shall be established in such a way that facilitates maintenance, security and emergency operations.

SECTION 10. HOURS OF OPERATION OF THE JOINT USE FACILITY.

- 10.1 Following consultation with the School Board, the County shall determine the hours of operation for the Joint Use Facility. In making this determination, STC class schedules and the hours of operation of other shared spaces at the STC Facility shall be considered. At a minimum, the Joint Use Facility shall be open the required number of hours to qualify for the annual State Aid to Libraries Grants.
- 10.2 Commencing March 1, 2018 and semi-annually thereafter, the School Board shall reimburse the County for staffing costs of the Joint Use Facility before 10 a.m. and after 8 p.m. daily, including Saturday if classes are scheduled and if additional hours are requested by the School Board. The County shall invoice the School Board semi-annually (Jan. 1-June 30; July 1-Dec. 31) and provide supporting documentation.

SECTION 11. LIBRARY USER ACCESS / RECORDS CONFIDENTIALITY.

- 11.1 Pursuant to Sarasota County Libraries Policies, library users shall have unrestricted access to the collection of materials and resources in the Joint Use Facility.
- 11.2 Sarasota County shall maintain exclusive control over all library records and shall maintain confidentiality of those records pursuant to all relevant federal and state laws. The provisions of Chapter 119, Florida Statutes, the Family Educational Rights and Privacy Act (FERPA) and Section 1002.225, Florida Statutes, shall apply to this Agreement.

SECTION 12. LIBRARY COLLECTION AND RESOURCES.

- 12.1 Pursuant to Sarasota County Libraries Collection Management Policy, as amended from time to time, the County shall be responsible for developing and maintaining a collection of materials and resources that it determines are necessary to meet the needs of both STC students and the general public. The Sarasota County Libraries Collection Management Policy may be found at <https://www.scgov.net/Library/Libraries/ServicesPolicies/CollectionDevelopmentPolicy.pdf> and, by this reference, is incorporated herein.
- 12.2 Donations of books, media and other materials shall be accepted in accordance with the Sarasota County Libraries and Historical Resources Collection Management Policy.

SECTION 13. PUBLIC COMPUTING.

- 13.1 In accordance with the Sarasota County Internet Use Policy, the County shall provide public-access computing services within the Joint Use Facility, including free access to the internet.
- 13.2 Wi-Fi service in the Joint Use Facility and that portion of the STC Facility parking lot in close proximity to the Joint Use Facility shall be available to STC students and the general public.

SECTION 14. LIBRARY MEETING ROOMS AND JOINT USE LIBRARY/MEDIA SPACES.

- 14.1 Library meeting rooms and Joint Use Facility shared spaces are identified in the Joint Use Facility Floor Plan, attached hereto as composite Exhibit “B” and by this reference, incorporated herein.
- 14.2 The library manager or designee shall schedule the use of all library meeting rooms and Joint Use Facility shared spaces.

SECTION 15. FRIENDS OF THE LIBRARY BOOKSTORE.

- 15.1 The Friends of the Library (“FOL”), a non-profit organization, established in 2016 to provide financial and advocacy support for the Sarasota County libraries, shall operate a bookstore (the “FOL Bookstore”), including a sales area and a processing/storage area, in a shared space with the STC Campus Bookstore/Grab ‘n Go Café, as delineated on the Joint Use Facility Floor Plan.
- 15.2 Following consultation with the School Board, the County shall determine the hours of operation and the operational guidelines for the FOL Bookstore. To the greatest extent possible, the hours of operation for the FOL Bookstore should be consistent with the operational hours of the Campus Bookstore /Grab-N-Go.
- 15.3 The FOL shall be solely responsible for handling funds related to the operation of the FOL Bookstore and shall retain all proceeds from the FOL Bookstore. The School Board shall be solely responsible for handling funds related to the operation of the Campus Bookstore/Grab-N-Go.

SECTION 16. FOOD SERVICE.

Food service shall be offered by the School Board through the use of vending machines in the Campus Bookstore Grab-N-Go café during school hours for STC students and faculty, as well as library patrons and personnel. Maintenance and stocking of the vending machines shall be at the sole expense of the School Board.

SECTION 17. PARKING.

- 17.1 The School Board and the County acknowledge that there is no exclusive right to park in the STC Facility parking lot.
- 17.2 The School Board and the County agree to collaborate on the delineation of additional parking for library special events.

SECTION 18. TERMINATION/DISPUTE RESOLUTION.

- 18.1 **Without cause:** At any time following the initial thirty (30)-year term of this Agreement, either party may terminate this Agreement without cause by giving written notice to the other of its intent to terminate no later than December 1st of any given year for termination on the following October 1st. In the event the School Board terminates this Agreement in the initial 30-year term, without cause, the School Board shall pay the County Three Hundred Fifty Thousand Dollars (\$350,000.00) to cover moving costs of the County’s Fixtures and Furnishings and Equipment and pursuant to the terms of the State of Florida Construction Grant, the School Board shall reimburse the State Five Hundred Thousand Dollars (\$500,000.00), the amount of the Grant.

- 18.2 **For cause:** In the event of a dispute between the School Board and County regarding either party's performance of its obligations or responsibilities under this Agreement, the Superintendent and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the Superintendent and the County Administrator or their designated representatives shall be referred to a joint meeting of the School Board and the Board of County Commissioners. In the event the School Board and the Board of County Commissioners are unable to agree, the Parties may pursue the appropriate legal remedy. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

SECTION 19. AMENDMENTS.

This Interlocal Agreement may be amended upon mutual agreement by official action of the School Board and the County to address such issues as future expansion and evolving needs of the Parties.

SECTION 20. ANNUAL APPROPRIATIONS.

- 20.1 The School Board is largely dependent upon the annual appropriations from the legislature and, therefore, the School Board's obligation to perform under this Agreement is contingent upon an adequate annual appropriation of the legislature. The reduction or elimination of services by the School Board due to insufficient annual legislative appropriations shall not be a default hereunder.
- 20.2 The County is largely dependent upon its annual millage appropriation for revenue for the General Fund. Therefore, the County's obligation to perform under this Agreement is contingent upon an adequate annual appropriation. The reduction or elimination of services at the Joint Use Facility due to insufficient appropriation shall not be a default hereunder.
- 20.3 The Parties shall act in good faith, however, neither party shall be required to pay for or perform the duties or responsibilities of the other in the event of the others inadequate funding. Either may, at its option, continue to fully operate the facilities or reduce the operation depending upon available resources.

SECTION 21. INSURANCE AND INDEMNIFICATION.

- 21.1 The School Board shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of the School Board or its officers, employees, and agents in connection with the performance of this Agreement. The County shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of the County or its officers, employees, and agents in connection with the performance of this Agreement.

- 21.2 School Board and the County agree to maintain liability insurance coverage for the duration of this Agreement and to indemnify and save harmless the other party, its agents, officials and employees up to the limits set forth in Section 768.28, Florida Statutes against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorney fees and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of the indemnifying party's employees, agents, licensees or invitees at the STC Facility campus. The Parties acknowledge that the County and the School Board are self-insured. Provided, however, nothing contained in this Section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Florida Constitution or general law. Any liability under this Agreement, contractual or otherwise, is limited to the liability cap set forth in Section 768.28, Florida Statutes. The provisions in this Agreement are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.
- 21.3 In the event of any threatened or impending action that may give rise to a claim under the terms of this Section or suit or other proceedings, the party seeking indemnification for such claim must promptly give notice to the other party in writing by Certified Mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the indemnifying party. School Board agrees to maintain property insurance on all structures, permanent equipment and amenities at the STC Facility campus and to be financially responsible for claims and costs related to damage caused by vandalism to such structures, permanent equipment and amenities. This Section shall survive termination of this Agreement.

SECTION 22. DAMAGE AND DESTRUCTION.

In the event the Joint Use Facility is rendered untenable or unfit for use or any of the fixtures located therein are destroyed by fire, vandalism or other casualty, the School Board shall identify and recover all insurance proceeds available for the loss, and apply such proceeds to the repair, restoration or replacement of the Joint Use Facility and the fixtures. In the event the insurance proceeds are not sufficient to cover the loss, the Dispute Resolution process set forth herein shall commence to determine an equitable allocation of any additional funds needed to repair, restore or replace the Joint Use Facility for its intended use.

SECTION 23. ASSIGNMENT.

Neither the School Board nor the County shall assign its rights or delegate any duties under this Agreement without the written consent of the other party. Notwithstanding the foregoing, the School Board recognizes that the County partners with others on County-sponsored functions and nothing in the foregoing shall be construed to limit the ability of the County to invite such groups to utilize the Joint Use Facility for such library-related purposes pursuant to the adopted Sarasota County Libraries Policies and Procedures.

SECTION 24. NOTICES.

All notices, demands or other writings given pursuant to the provisions of this Agreement shall be made in writing and delivered personally to the person to whom the notice is given or deposited in the United States mail, postage prepaid, and addressed to such person as follows:

TO COUNTY:

Sarasota County
Director of Libraries and Historical
Resources
1660 Ringling Blvd., Ste. 580
Sarasota, Florida 34235

TO SCHOOL BOARD:

Sarasota County School Board
Superintendent
1969 Landings Blvd.
Sarasota, FL 34231

SECTION 25. FORCE MAJEURE.

25.1 Except for any payment obligation by either party, if either the County or the School Board is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or the School Board to correct the adverse effect of such event of Force Majeure.

25.2 An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the County or the School Board from performing any of its obligations (other than payment obligations) under this Agreement:

25.2.1 Strikes and work stoppages unless caused by a negligent act or omission of either party;

25.2.2 Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, explosions, landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

25.2.3 Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrection, riots, civil disturbances, or national or international calamities; and

25.2.4 Suspension, termination or interruption of utilities necessary to the performance of the obligation.

25.3 In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Agreement.

SECTION 26. ENTIRE AGREEMENT.

This Agreement, along with all exhibits attached hereto and incorporated herein, shall constitute the entire agreement of the Parties with respect to the operations, maintenance and use of the Joint Use Facility. Covenants or representations not contained in this Agreement shall not be binding on the Parties.

SECTION 27. LAW/SEVERABILITY.

This Agreement shall be governed in all respects by the laws of the state of Florida. Any and all legal action necessary to enforce the provisions of this Agreement shall be held and maintained in Sarasota County. In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 28. NONDISCRIMINATION.

The Parties affirm and agree to be governed by an equal access and opportunity policy, and that neither shall discriminate in its treatment of employees, students, and/or community users in accordance with all other relevant state and federal laws.

SECTION 29. EXECUTION OF DOCUMENTS.

This Agreement may be signed in counterparts, each of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

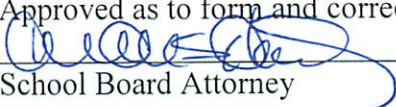
SECTION 30. EFFECTIVE DATE.

This Agreement shall become effective upon filing with the Clerk of the Circuit Court of Sarasota County.

IN WITNESS WHEREOF, the Parties hereto have executed this Maintenance and Use Agreement on the dates indicated below.

ATTEST:

Clerk

Approved as to form and correctness:


School Board Attorney

SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

By: _____
Chair

Date: _____

Attest:
KAREN E. RUSHING, Clerk of
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners
of Sarasota County, Florida

By: _____
Deputy Clerk

Approved as to form and correctness:
By: _____
County Attorney

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
Chairman

Date: _____