

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY, FLORIDA

AND

THE CITY OF LEESBURG

REGARDING

USE OF LIBRARY IMPACT FEES FOR THE LEESBURG PUBLIC LIBRARY

THIS INTERLOCAL AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County,” and the City of Leesburg, Florida, hereinafter the “City”, for use of library impact fee monies for the Leesburg Public Library located at 100 East Main Street, Leesburg, Florida 34748, hereinafter the “Library”.

WHEREAS, Ordinance No. 2003-99, approved November 18, 2003, created a library impact fee for the purposes of providing a source of revenue to fund the construction or improvement of the County library system; and

WHEREAS, Section 22-61, Lake County Code, states that library impact fee money shall be used solely for the purpose of constructing or improving the county library system, including, but not limited to, design and construction plan preparation, permitting and fees, land acquisition, construction and design of new facilities, and acquisition of collection items, public access computers and other capital equipment; and

WHEREAS, Policy LCC-7 sets forth the minimum guidelines for entry into the Lake County Library System as a member library; and

WHEREAS, the City originally became a member of the Lake County Library System in 2004, and entered into a new interlocal agreement with the County in 2013 to maintain its membership in the Lake County Library System from October 1, 2013 to September 30, 2016; and

WHEREAS, Policy LCC-63 sets forth the process for distribution of funds from the Library Impact Fee Trust Fund; and

WHEREAS, the City now desires to enter into this Interlocal Agreement pursuant to Policy LCC-63 to request impact fee funds in the total amount of Eleven Thousand, Five Hundred

Sixty Dollars and 00/100 cents (\$11,560.00) for purchase of four (4) additional double-sided metal shelving browsers for storage and display of the Library’s DVD collection, which will add capacity for another two thousand DVDs that can be shelved for direct public access;

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. County Obligations. The County agrees to provide funding in the maximum and total amount of **Eleven Thousand Five Hundred Sixty Dollars and 00/100 cents (\$11,560.00)** to the City from the Library Impact Fee Trust Fund, to be used for the purchase of four (4) double-sided metal shelving browsers for storage and display of the Library’s DVD collection (hereinafter and collectively the “Project”). Payments shall be made on a reimbursement basis with the submittal of an invoice and proper documentation. Invoices shall be submitted to the Lake County Library Services Division Manager at P.O. Box 7800, Tavares, Florida 32778. Payments shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

3. City Obligations. The City shall remain a member of the Lake County Library System for a period of three (3) years following the effective date of this Agreement. In the event the City withdraws from the Lake County Library System or does not renew its membership in the Lake County Library System within that three (3) year period, the City shall repay the money granted herein as follows: for each year the City maintains its member status, the amount to be repaid shall be reduced by 33%. For example, if the City withdraws from the Lake County Library System after one (1) year from the effective date of this Agreement, the City shall repay the County 66% of the funding contribution that has been made to that point; after two (2) years, the City shall repay 33% of the funding contribution, etc.

4. Allowable Uses of Impact Fee Money. The City shall use the impact fee money granted herein for the purposes set forth in Section 22-61, Lake County Code. Further, the City, by executing this Agreement, certifies that the Project qualifies as a capital facility need resulting

from new development and is not being constructed or undertaken to remedy an existing deficiency in library services, as such terms are defined within the adopted Lake County Comprehensive Plan, Capital Improvements Element.

5. Indemnification. The City shall, for good and valuable consideration and to the extent permitted by Florida law, protect, defend, indemnify, and hold the County, its officers, commissioners, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable attorneys’ fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the City, its agents, employees, or representatives in the performance of the obligations under this Agreement. Furthermore, nothing herein shall be construed as a waiver of sovereign immunity on the part of the County.

6. Termination. Either party shall have the right to terminate this Agreement for cause with thirty (30) days written notice to the other; provided, however, that neither party shall terminate this Agreement once all purchases contemplated herein have been made. In the event that purchases are not made within two (2) years after the effective date of this Agreement, the Agreement shall be considered null and void.

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

8. Notices.

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

COUNTY
Lake County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY
Leesburg City Manager
501 W. Meadow St.
P.O. Box 490630
Leesburg, Florida 34749

cc: Library Services Division Manager
P.O. Box 7800
Tavares, Florida 32778

Leesburg Public Library Director
100 E. Main Street
Leesburg, Florida 34748

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

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

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

9. Incorporation. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

11. Effective Date. This Agreement shall become effective on the latter of the dates on which it is executed by the County and the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2014 and by the City of Leesburg, signing by and through its Mayor, its representative duly authorized to execute the same.

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
LAKE COUNTY, FLORIDA

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Jimmy Conner, Chairman

This ____ day of _____, 2014.

Approved as to Form & Legality:

Sanford A. Minkoff
County Attorney

CITY

John Christian, Mayor

This ___ day of _____, 2014.

ATTEST:

Betty Richardson, City Clerk