

**INTERLOCAL AGREEMENT BETWEEN INDIAN RIVER COUNTY AND
CITY OF FELLSMERE FOR LIBRARY SERVICES AT THE MARIAN FELL LIBRARY**

THIS AGREEMENT for LIBRARY SERVICES AT THE MARIAN FELL LIBRARY (“Agreement”) is entered into this _____ day of _____, 2018 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (“County”) and the CITY OF FELLSMERE, a body corporate existing under the laws of the State of Florida (“City”).

BACKGROUND RECITALS

A. The Marian Fell Library (the “Library”), located at 63 North Cypress Street, in the City of Fellsmere, was dedicated in 1915 and is listed on the U.S. National Register of Historic Places.

B. The Library has been run by volunteers in the past, but has no current library service.

C. The Indian River County Library System, operated by Indian River County, includes a main branch located in downtown Vero Beach, a north branch located in Sebastian, a western branch located at the Brackett Library next to the IRSC Mueller Campus, a branch located at the Gifford Youth Achievement Center and a law library located on the 2nd Floor of the main branch.

D. The City and the County desire to have the Indian River County Library System operate the Library, as a joint library branch with limited hours, so that the citizens of the City will have better access to the Indian River County Library System.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, and intending to be legally bound, the County and the City agree as follows:

1. The background recitals are true and correct and form a material part of this Agreement.

2. Term. The Agreement shall be for one five year term commencing on January 1, 2019. The Agreement shall automatically renew for successive five year terms, unless one party provides notice of termination 90 days’ prior to the expiration of the Agreement. This Agreement may be terminated by the City or County upon ninety (90) days’ written notice to the other party.

3. Hours of Operation. At a minimum, County will operate the Library on Tuesdays and Thursdays, excluding holidays recognized by the County, from 1 pm to 5 pm.

4. Materials Collection. County will provide a current materials collection at the Library, with books three years old or newer available to patrons.

5. Computers and Internet Access. County will provide three computers for use by the public and one computer for use by County staff. County will provide internet access in a manner consistent with the Indian River County Library System Policies.

6. Library Furnishings. The County will provide appropriate tables and chairs for adults and children, a staff desk, book trucks, office supplies, and outdoor signs noting the hours of operation of the Library.

7. Other Library Services. Patrons of the Library will have access to County Library collections through the interlibrary loan program, literacy and job services, an outdoor 24-hour book return, children's services and programs and social media advertising, similar to that provided at the other libraries in the Indian River County Library System.

8. Property Maintenance. City shall maintain the Library signage and be responsible for the upkeep of the Library, including all interior and exterior maintenance and repairs.

9. Utilities. City shall pay all utilities and telephone bills for the Library.

10. Coordination. City and County agree to make reasonable efforts to coordinate and work cooperatively on obtaining grants to support the Library. The City agrees to support community outreach online and through City connections with local schools and by seeking donations from local business and coordinating with the Indian River County Historical Society. The City will also contribute funds, when available, to support the Library. The City will also work with the local Literacy Program to include the Library in their local operations.

11. Notices. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (1) Hand delivery to the other party; or (2) Delivery by commercial overnight courier service; or (3) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

Indian River County:
Indian River County
Attn: Library Director
1600 21st St.
Vero Beach, Florida 32960

City of Fellsmere
City Manager
City of Fellsmere

22 S. Orange Street
Fellsmere, FL, 32948-6700

12. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justiciable in federal court.

13. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and 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 herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed by all parties.

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

15. Captions in this Agreement are included for convenience only and are not to be considered in any construction or interpretation of this Agreement or any of its provisions. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

16. To the extent allowed by law, each party shall indemnify and hold the other harmless from all claims brought during the term of this Agreement by third parties, including reasonable attorneys' fees, court costs and expenses, which may arise out of or be attributed to the negligence of the indemnitor's employees in the performance of any of the covenants, agreements, terms, or conditions to be performed or complied with under this Agreement. Neither party's liability to the other shall include punitive damages or interest for the period before judgment. Nothing contained herein shall be construed as a waiver of any immunity from, or limitation of, liability either party has under the Doctrine of Sovereign Immunity of Section 768.28 Florida Statutes. Additionally, neither party shall be liable pursuant to this indemnity to pay a claim or a judgment by any one person or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments paid arising out of the same incident or occurrence, which exceeds the limits of liability as set forth in Section 768.28(5) Florida Statutes, provided, that the payment of said claim(s) shall be further limited to the actual amount of insurance proceeds paid for such claim(s) covered by this

indemnification. This indemnity specifically excludes any requirement for one party to indemnify the other party for the other party's negligence or to assume any liability for the other party's negligence as provided in Section 768.28 (19) Florida Statutes.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

ATTEST: Jeffrey R. Smith, Clerk of Courts,
and Comptroller

**BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY**

By: _____
Deputy Clerk

By: _____
Commissioner Bob Solari, Chairman

Approved by BCC: _____, 2018.

Approved:

Approved as to form and legal sufficiency:

Jason E. Brown, County Administrator

Dylan Reingold, County Attorney

ATTEST:

CITY OF FELLSMERE

Deborah C. Krages
City Clerk

By: _____
Mayor

(SEAL)

Date: _____

Reviewed as to form and legal
sufficiency:

Warren W. Dill
City Attorney