

**AGREEMENT FOR SERVICES BETWEEN
SEMINOLE COUNTY AND FRED R. WILSON MEMORIAL LAW LIBRARY**

THIS AGREEMENT is made and entered into by and between **SEMINOLE COUNTY**, a charter county and a political subdivision of the State of Florida, whose business address is 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY" and **FRED R. WILSON MEMORIAL LAW LIBRARY**, whose address is 150 North Palmetto Ave, Sanford, Florida 32771, hereinafter referred to as "LAW LIBRARY".

WITNESSETH:

WHEREAS, COUNTY and LAW LIBRARY intend to enter into this Agreement for services to be delivered by COUNTY related to the LAW LIBRARY; and

WHEREAS, Ch. 59-1863, Laws of Florida, created and established the Seminole County LAW LIBRARY for use by the judges, officers of the court, and residents of Seminole County; and

WHEREAS, Ch. 63-1928, Laws of Florida, renamed the library as the Fred R. Wilson Memorial Law Library, both laws codified as Chapter 150, Seminole County Code; and

WHEREAS, Section 150.2, Seminole County Code, provides that the management of the library shall be by a Board of Trustees selected and appointed by the Seminole County Board of County Commissioners; and

WHEREAS, Section 150.3, Seminole County Code, authorizes the Board of Trustees to do any and all things necessary to establish, furnish, equip, operate and maintain the library and enter into contracts and security transactions for such purposes; and

WHEREAS, LAW LIBRARY requests the COUNTY to employ library personnel to assist with the operations of the LAW LIBRARY, which serves a valid public purpose.

WHEREAS, LAW LIBRARY shall retain ownership of both the print, and non-print resources transferred to the Seminole County North Branch Library (“North Branch Library”) under this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and LAW LIBRARY agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Scope of Work. The scope of work under this Agreement and for which services and resources will be provided consists of the following:

- (a) COUNTY shall provide LAW LIBRARY with a COUNTY employee, as may be designated by the Library Services Division Manager from the Seminole County Public Library, subject to the hiring, supervision, compensation, and employment practices established by COUNTY, to assist with the operations of the Fred R. Wilson Memorial Library located at 150 North Palmetto Ave, Sanford Florida 32771.
- (b) LAW LIBRARY’S resources will be located inside the North Branch Library and will be available sixty-four (64) hours and seven (7) days per week for attorneys, judges, court personnel and the public.
- (c) The North Branch Library located at 150 N. Palmetto Avenue, Sanford, Florida 32771 will provide the general public access to specific legal resources available at the public library transported from LAW LIBRARY.

- (d) Any invoices for the LAW LIBRARY and approved by the BOARD OF TRUSTEES must be paid from the LAW LIBRARY account using COUNTY's accounting and payment process.
- (e) The North Branch Library will be responsible for the Continuing Legal Education (CLE) compact disks from the Florida Bar Association. The CLE compact disks may be checked out for one week for a \$25.00 donation fee. The COUNTY employees at the North Branch Library shall handle any donation fees received for the CLE compact disks according to COUNTY accounting practices and shall deposit all revenue into the LAW LIBRARY account.
- (f) COUNTY shall provide LAW LIBRARY monthly status reports during the term of this Agreement. The report will include statistical data compiled by the Seminole County Public Library about the usage of the LAW LIBRARY and the donation fees for the CLE compact disks.
- (g) COUNTY and BOARD OF TRUSTEES shall meet at the beginning and at the end of the term for this Agreement, and as requested.
- (h) COUNTY shall provide BOARD OF TRUSTEES observations and opportunities for consideration as to the future operations of the LAW LIBRARY. These observations or suggestions will be in accordance with industry best practices, in part, as well as suggested adaptation of standards as promoted by the American Association of Law Libraries.
- (i) COUNTY shall continue to be responsible for cleaning and maintenance of the LAW LIBRARY building and provide internet access.

- (j) BOARD OF TRUSTEES shall continue to be solely responsible for the payment of invoices and management of the funds received from the LAW LIBRARY account in accordance with Sections 150.3 and 150.6, Seminole County Code.
- (k) LAW LIBRARY shall be responsible for all costs associated with this Agreement; COUNTY is not responsible for any payments to the LAW LIBRARY account in connection with this Agreement.

Section 3. Term. The term of this Agreement is six (6) months from September 30, 2022 to March 31, 2023, unless extended by mutual agreements of COUNTY and LAW LIBRARY.

Section 4. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days prior written notice delivered to the other party, as provided for in this Agreement, or, at the option of COUNTY, immediately in the event that LAW LIBRARY fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by LAW LIBRARY after BOARD OF TRUSTEES has received notice of termination. Any requirements set forth in Sections 6 (Billing), 7 (Reporting), and 8 (Notices) under this Agreement will survive the termination of this Agreement.

Section 5. Liability and Indemnification.

(a) BOARD OF TRUSTEES shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of any kind, type, or nature whatsoever, which COUNTY may sustain, suffer, incur, or be required to pay by reason of the loss of any monies paid to LAW LIBRARY or services provided to BOARD OF TRUSTEES, resulting out of any fraud, defalcation, dishonesty, or failure of LAW LIBRARY to comply with applicable laws or regulations, or by reason or as a result of any act or omission of

LAW LIBRARY in the performance of the Agreement or any part of it, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that respective party and its respective officers, employees, and agents for matters arising from this Agreement.

(c) Nothing in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time.

Section 6. Billing and Payment. LAW LIBRARY will cover all costs associated with this Agreement; COUNTY is not responsible for any payments to LAW LIBRARY outside of any preexisting Agreements.

Section 7. Reporting Requirements. COUNTY shall submit to LAW LIBRARY during the term of the Agreement:

- (a) Any reports or documents described in Section 2 above.
- (b) Any information pertaining to significant events associated with the services being provided to LAW LIBRARY.

Section 8. Notices. Whenever either party desires to give notice to the other, it must be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Freida Christine Patten, MLIS
Library Services Division Manager
Seminole County Public Library
Jean Rhein Central Branch
215 Oxford Road
Casselberry, FL 32707

For LAW LIBRARY:

Mark A. Reyes, Esquire
Chairman
Fred R. Wilson Memorial Law Library Board of Trustees
700 W. 1st Street
Sanford, Florida 32771

Section 9. Assignments. Neither party to this Agreement may assign this Agreement, or any interest arising in it, without the written consent of the other party.

Section 10. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 11. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, LAW LIBRARY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations constitutes a material breach of this Agreement, and will entitle COUNTY to terminate this

Agreement immediately upon delivery of written notice of termination to BOARD OF TRUSTEES as provided above.

Section 12. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties and their respective successors and assigns and is not intended to, and does not benefit, any third party. No third party has any rights under, or as a result of, this Agreement or any right to enforce any provisions of this Agreement.

Section 13. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

Section 14. Public Records Law.

(a) LAW LIBRARY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2021), as this statute may be amended from time to time, to release public records to members of the public upon request. LAW LIBRARY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2021), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, LAW LIBRARY shall provide COUNTY with all requested public records in LAW LIBRARY'S possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes (2021), as this statute may be amended from time to time.

(b) LAW LIBRARY specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2021), as this statute may be amended from time to time, with regard to public records and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement; and

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as this statute may be amended from time to time, or as otherwise provided by law; and

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, LAW LIBRARY shall transfer, at no cost to COUNTY, all public records in possession of LAW LIBRARY, or keep and maintain public records required by COUNTY under this Agreement. If LAW LIBRARY transfers all public records to COUNTY upon completion of this Agreement, LAW LIBRARY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LAW LIBRARY keeps and maintains the public records upon completion of this Agreement, LAW LIBRARY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to BOARD OF TRUSTEES. LAW LIBRARY may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2021), as this statute may be amended from time to time.

(e) **IF LAW LIBRARY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND ITS DUTY**

TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, IT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY LEISURE SERVICES DIRECTOR, RICHARD DURR AT rdurr@seminolecountyfl.gov, 407-665-2001.

Section 15. Equal Opportunity Employment. LAW LIBRARY shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. LAW LIBRARY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 17. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 18. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 19. Conflict of Interest.

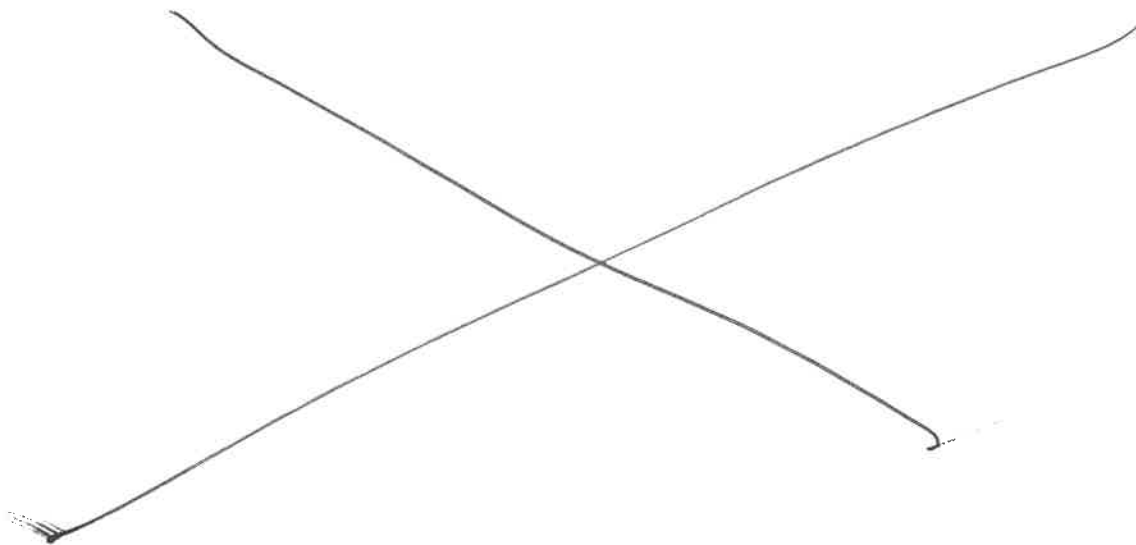
(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2021), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2021), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 20. Representations. The person executing this Agreement on behalf of LAW LIBRARY represents: (a) he is Chairman of the Fred R. Wilson Memorial Law Library Board of Trustees; (b) this document has been reviewed and duly approved for binding execution with all the formalities required by law; and (c) LAW LIBRARY authorizes the undersigned to bind LAW LIBRARY to the terms and conditions contained in this Agreement.

[Remainder of page left intentionally blank; signatory page to follow]



IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

Nicole F. Dixon
SIGNATURE

Nicole F. Dixon
PRINT NAME

Diane M. Bass
SIGNATURE

DIANE M. BASS
PRINT NAME

Mark A. Reyes
MARK A. REYES, Esq., Chairman to Fred R.
Wilson Memorial Law Library Board of
Trustees

DEC. 14, 2022.
DATE

[Remainder of page left intentionally blank; signatory page to follow.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2022, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney