

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY & ALACHUA COUNTY LIBRARY DISTRICT
FOR STAFF SUPPORT SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County") and the Alachua County Library District, an independent special district of the State of Florida, by and through its Governing Board (hereinafter referred to as "ACLD"), collectively hereinafter referred to as the "Parties".

WITNESSETH

WHEREAS, Chapter 98-502, Laws of Florida, established the Alachua County Library District (ACLD), and provides for its Governing Board and boundaries; and

WHEREAS, the Governing Board of the ACLD is required to arrange for the provision of budgeting, building and grounds maintenance, personnel, purchasing, and similar general government services to the Library District; and

WHEREAS, Chapter 98-502, Laws of Florida, provides and places certain requirements on the Library District regarding accounting, treasury services, auditing, legal services and other matters; and

WHEREAS, the ACLD has requested assistance from the County in having such services provided; and

WHEREAS, the Parties entered into an Interlocal Agreement on September 26, 2000, and subsequent amendments to such Interlocal Agreement dated on or about September 25, 2001, July 22, 2003, October 1, 2009, and October 14, 2014 (collectively the "prior agreements"); and

WHEREAS, Section 163.01, Florida Statutes, provides that local government units may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate; and

WHEREAS, the Parties desire to continue to cooperate and enter into this Amended and Restated Interlocal Agreement to set forth agreements between the Parties on the services given or to be given, and to provide clarity and an update to prior agreements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and the ACLD agree as follows:

1. Recitals. The foregoing recitals are correct and are incorporated herein.
2. Term. This Agreement shall be effective upon the date this Agreement is fully executed by the last Party to sign and upon the filing of this Agreement in the Official Records of Alachua County, Florida ("effective date"). The term of this Agreement will continue to be in effect from the effective date until terminated by the Parties, as provided in section 6 below.
3. Agreement for Support.
 - A. In accordance with the terms and conditions of this Agreement, the County agrees to provide certain staff support services, as more particularly described in **Attachment "A,"** attached hereto and incorporated herein ("Services") for and as needed by the ACLD. The Services may be modified, but to be effective and binding, any such modification must be by a written Amendment to this Agreement executed by both Parties.
 - B. The Parties agree that by the County providing Services to ACLD for Purchasing and Procurement, as more specifically referenced in Attachment A, the Parties will agree to the use and implementation of the Alachua County Procurement Procedures Manual and the Procurement Card Procedures ("County Manual"), as may be amended.

4. Compensation and Payment.

- A. In consideration of the Services provided to the ACLD under this Agreement, ACLD agrees to compensate Alachua County beginning on October 1, 2025 according to the prices listed Pricing Schedule in **Attachment “B,”** attached hereto and incorporated herein. The Parties agree that Fiscal Year (for purposes of this Agreement) is October 1 – September 30. Starting on October 1, 2026 and for each Fiscal Year thereafter, the Parties agree that the prices listed in the Pricing Schedule attached to this Agreement will increase by a percentage equal to the Consumer Price Index (CPI) or 4.5%, whichever is less. Payment will be made to the County in semi-annual installments in February and August upon presentation of invoice by the Clerk-Finance and Accounting to the ACLD. The CPI will be verified by the ACLD through their pension actuary who confirms this rate each year. ACLD will pay the invoice to Alachua County within 45 days of receipt.
- B. The Parties acknowledge that the County utilizes software(s) for various functions, including financial and human resources, at an expense. Use of this software(s) provides a benefit to the Parties and adds efficiency to the Services being provided. In addition to the payment identified in paragraph 4(A), the ACLD agrees, starting on October 1, 2025 and for each Fiscal Year thereafter, to compensate the County a direct cost in the amount \$18.70 per ACLD employee managed in the County HR system. This amount is subject to increases based on CPI cost escalation subsequently agreed to by the County agreement. Additionally ACLD shall compensate the County a one time direct implementation cost of 20% for the implementation of the HR system. The County has the discretion to select the HR software utilized by the County. The Clerk-Finance and Accounting will include and itemize the HR software expense in the same invoicing to ACLD referenced in paragraph 4(A) above.
- C. As listed in **Attachment “A,”** the County provides background check services as needed for the ACLD. To conduct a background check, the Parties acknowledge there is an expense or charge to the County. The ACLD agrees to pay the County the background check charge for each background check conducted for or requested by the ACLD. The amount/rate of the background check charge will be the current rate at the time the background check was conducted. The County may invoice ACLD monthly or less frequently for these background check charges.
- D. In the event any part of the Services are funded by Federal, State, or other local agency monies, ACLD will cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

5. Prior Agreements and Non-Payment.

- A. Upon the effective date of this Amended and Restated Agreement, any other prior agreements, whether written or oral, between the ACLD, the Clerk, and the County for these Services or the like will be considered null and void; with the exception that any funding due for Services provided under a prior agreement will be paid according to the terms of such prior agreement as may have been amended.
- B. The Parties acknowledge that the County provided services to the ACLD during the Fiscal Year 2018, a part of which compensation was not received. The amount for the services was based upon terms agreed to in a prior agreement between the Parties. The Parties agree that the amounts for services rendered during FY2018, in the amount of \$70,000.00 shall be waived by the execution of this Agreement.

6. Default and Termination.

- 1. If a Party is in default of a term or condition of this Agreement, including but not limited

to a Service identified in Attachment "A": the non-defaulting Party will give the other Party written notice of the default and provide the Party with at least five business days, excluding holidays, to cure the default prior to issuing a notice of termination.

2. Either Party may terminate this Agreement with or without cause by providing written notice of termination to the other Party. Notice may be electronically given. Upon such notice, the County will complete any on-going services and cease commencing any new services to ACLD, except that the County will continue to provide services in accordance with the Alachua County Library District Act. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the non-terminating Party.

3. If funds to finance this Agreement become unavailable, as determined by either Party, either Party may terminate this Agreement upon written notice to other Party as provided in paragraph 6.2 above.

4. Upon termination of this Agreement, ACLD will compensate the County for the Services provided prior to the effective date of the termination. Additionally ACLD will compensate the County for the Services that were ongoing prior to, but completed after, the date of termination. The County Manager and the Library Manager are authorized to settle any additional matters or disagreements due to the termination within their respective settlement authorities. After termination, the County and ACLD will coordinate in the delivery to the ACLD of data, records, reports and files accumulated by the County in performing the Services for the ACLD. As public entities, each Party will be responsible for its own compliance with Florida Public Records Laws and record retention periods.

7. Governing Law and Venue. The laws of the State of Florida govern this Agreement and the duties and obligations stated within this Agreement. Venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

8. Accuracy. The Party providing the Service is responsible for the professional quality, technical accuracy, timely completion and coordination of all of its employees and agents furnishing the Service provided under this Agreement. The Party providing the Service is solely responsible for the means, method, technique, sequence, procedure, and software utilized in the full performance of the Services referenced in this Agreement.

9. Liability. Each Party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. In the performance of this Agreement and the Services, the County employee completing the Services shall at no time be deemed as an employee of ACLD.

10. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, acts of nature, fires, hurricanes, strikes, national disasters, wars, riots, and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed on by the Parties.

11. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery and will bind the Parties to the terms hereof.

12. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

13. Amendment. The Parties may modify or amend this Agreement by a mutual written amendment to this Agreement signed by both Parties.

14. Assignment. This Agreement will not be assigned by either Party, unless a separate written Assignment is agreed to and signed by both Parties.

15. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

16. E-Verify. The Parties shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the ACLD during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

17. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

18. Notice. If any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below.

Alachua County Library District
Attn: Library Director
401 E. University Ave
Gainesville, FL 32601

Alachua County, Florida
Attn: County Manager
12 SE 1st Street
Gainesville, FL 32601

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn: Finance & Accounting
dmw@alachuaclerk.org

19. Recording. Following execution of this Agreement, the County Manager's Office will request the Clerk to cause a certified copy of this Agreement to be filed and recorded in the Official Records of Alachua County, Florida, as required by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by the Alachua County Library District, through its Chair who is authorized to sign.

ALACHUA COUNTY, FLORIDA

By: _____,
_____, Chair
Board of County Commissioners

Date: _____

Approved as to form:

ATTEST

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

**ALACHUA COUNTY LIBRARY DISTRICT
BOARD OF GOVERNORS**

BY:

Cynthia Moore Chestnut, Chair

Date: _____

ATTEST:

APPROVED AS TO FORM

J. K. "Jess" Irby, Clerk
(SEAL)

Alachua County Attorney's Office

ATTACHMENT A

Pursuant to the terms and conditions of the Agreement, Alachua County and the ACLD agree that the following Services will be provided by the County for the benefit of the ACLD. These listed Services may only be amended upon written amendment to the Agreement between the Parties. Re-naming, mergers, and dissolving of County departments, offices, divisions and County programs will not require an amendment to this Agreement. Although there are references herein to a particular software currently used by the County and/or the ACLD, either Party may utilize a new or different software for providing the Services without having to obtain the consent of the other Party, or amending this Agreement.

I. List of Services.

Procurement

The County will acquire goods and services through the Procurement Cycle for the benefit of the ACLD:

- Planning and Scheduling - Procurement plans and schedules activities to meet your purchasing needs. Once a Purchase Order Request (POR) is received, the appropriate procurement method(s) (i.e. phone quote, written quote, Bid, RFP, etc.) are determined and a calendar is built to ensure that the process is in accordance with established timeframes within the procurement manual.
- Source Selection - Procurement manages the solicitation process from the beginning of the POR through the final award of the solicitation.
- Solicitation Award - If the solicitation award requires a Purchase Order (PO) then Procurement will issue the PO and ensure that the proper signatures are obtained.
- Contract Compliance - Primarily completed by Library Staff, but Procurement assists when needed, primarily with vendor issues.
 - Procurement process an average of 260 Purchase Orders and 6 bids/RFPs annually.
 - Procurement provides individual and group training during the year and at year-end.
- Procurement Card Administration:
 - The P-Card administrator acts as the intermediary for establishing and maintaining Bank of America Reports and for coordinating all Cardholder maintenance which includes all ads, changes, card overrides and card closures.
 - Assists with erroneous declines, unresolved supplier disputes, lost/stolen cards and fraudulent charges.

Finance and Accounting

Finance and Accounting offer the following Treasury, Auditing, and Accounting Services:

- Cash Receipts
- Revenue Collections
- Accounts Receivable
- Investments
- Grants
- Accounts Payable
- Payroll
- Debt Service
- Fixed Assets
- Surplus Property
- Board meeting minutes

- Financial Reporting
 - ACFR
 - Single Audit
 - Comptroller's Report

Legal

The County Attorney's Office agrees to offer the ACLD the following legal services:

- Attend meetings and represent the Library Boards
- Provide legal advice
- Review contracts and memorandum of understandings for the ACLD
- Draft, prepare proposals for and attend negotiations
- Participate in second and/or third step grievance hearings and review written responses
- Review disciplinary memorandums and attend pre-disciplinary hearings
- Provide consultation on employee issues
- Attend and support union negotiations
- Represent ACLD in litigation not covered by insurance, upon request of ACLD

Equal Opportunity (EO)

- Guidance provided to Library District Administration on Equal Opportunity issues
- ADA Compliance - patron accessibility and employee accommodation issues
- Investigation of Discrimination/Harassment Complaints
- Special Recruitment
- Review of Hiring Process and Personnel Actions
- New Employee EO Orientation
- Prepare and submit required federal workforce reports
- Periodic EO Training for management and employees

Human Resources (Personnel)

Hiring:

- Job Postings
- Review Qualifications
- Internal/External Applicant Referrals
- Assists Volunteers, High School Students and Full-Time and Part-Time Candidates with Application Process
- Set up drug tests as appropriate
- Set up background checks, at the expense of the ACLD

New Hire Processing:

- Create New Hire Lists
- Payroll Prep and Signup
- E-Verify Processing
- Homeland Security Processing
- Changes in W-4 for Payroll

- New World data entry

Classifications:

- Class Requisitions Entering/ Tracking
- Job Assessment Tools
- Job Descriptions: New and Revised
- Pay Plan updates
- Date entries/changes in New World position side

General HR:

- Processes/Store Personnel Documents
- Consult with the Library Director and her leadership staff about HR related topics.
- Employment Verification Calls/Letters
- Public Records Requests
- Address Changes
- Approving EAF's
- Data entries/changes in New World employee side

Organizational Development & Training

The ACLD employees may participate in the County's Leadership Academy. A variety of other instructor-led classes offered by the County will be extended to the ACLD. If there is a cost for an ACLD employee to participate in a class, ACLD will pay to the County at the then current rate - per person, per class attended. The amount depends on the cost of the potential speaker or other resources.

Risk Management

Wellness:

- Facilitates classes and wellness programs
- Administers Wellness incentive program
- Manages Tobacco Cessation Program
- Manages all other aspects of Wellness Services

Safety and Ergonomics:

- Conducts facility inspections
- Conducts post injury investigation
- Safety Instructor Led Safety Training upon request
- Provides Ergonomic Assessments of workstations upon request
- Provide reasonable solutions for ergonomic and safety issues

Drug Testing Program:

- Internal and external reporting requirements
- Employee Assistance Program (EAP)

Benefits

- New Employee Benefits Orientation
- Benefits Administration
- Payroll entry/changes/termination
- Bill reconciliation

- Retirement for Florida Retirement System (FRS)
- Death Claims
- Long Term and Short Term Disability Claims
- Deferred Compensation Administration
- Flexible Spending Plans Administration
- Annual 1095C processing
- Benefits Issues
 - Coverage Issues
 - Claims Issues
- Open Enrollment
- Retiree Administration
 - Retiree Life Insurance
 - Death Claims
 - Retiree Health Administration
 - Retiree Subsidy

ERP Financial Software

- Configure and Maintain ERP system modules
 - Annual budget
 - Procurement
 - General Ledger
 - Human Resources
 - Benefits Administration
 - Accounts Payable
- Set up accounts
- Maintain user permissions and access
- Maintain security through access controls
- Troubleshoot ERP system issues and outages
- Upgrade ERP system with new releases and security patches
- Monitor software and system wide performance
- Maintain required workflows and approval processes determined by ACLB

II. Supervisors for Services.

Any question that the ACLD may have relating to the performance of a Service(s) referenced in this Agreement shall be directed to the identified Supervisor below. If a Supervisor for the County listed is unavailable or the position is vacant, the Alachua County Manager may act as supervisor for that Service.

Service	Provider	Supervisor
Budgeting, Technical Assistance	Clerk – Finance and Accounting	Chief Deputy Comptroller
Auditing, Accounting & Treasury	Clerk– Finance and Accounting	Chief Deputy Comptroller
Auditing, Post- Audit	Clerk, Internal Audit	Chief Deputy Comptroller

Minutes for Governing Board Meetings	Clerk– Finance and Accounting	Chief Deputy Comptroller
Personnel/Human Resources	County Human Resources	Human Resources Director
Leadership Academy Special topics; when requested and Training Manager is able to provide	County Organizational Development and Training	Human Resources Director
Equal Opportunity	County Equal Opportunity	Equal Opportunity Manager
Risk Management	County Risk Management	Risk Management Manager
Procurement	County Procurement	Procurement Manager
Legal	County Attorney’s Office	Alachua County Attorney
Annual Independent Audit	County/Same audit firm selected for or by the County	Chief Deputy Comptroller

ATTACHMENT B: Pricing Schedule

INTERLOCAL AGREEMENT LIBRARY		New Interlocal Proposal	
		FY2026	
Accounting, Auditing, Treasury		\$211,638.36	New Rate
ADMINISTRATIVE SERVICES			
Human Resources		\$82,136.00	New Rate
Equal Opportunity		\$59,548.60	
Risk Management		\$37,987.90	New Rate
Procurement		\$51,335.00	New Rate
Subtotal Administrative Support Services		\$231,007.50	
Information & Telecommunications Svcs		- 0	Removed
Financial Software License and Hosting Fees		\$15,400.50	New Rate
County Attorney		\$25,667.50	
TOTAL TO BILL		\$483,713.86	
Consumer Price Index			
FEBRUARY INVOICE		\$241,856.93	
AUGUST INVOICE		\$241,856.93	
ACLD fees for County support will increase each year by 4.5% or Consumer Price Index, whichever is less. CPI is verified by ACLD through their Pension Actuary.			