

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE CITY OF PENSACOLA RELATING TO THE WEST FLORIDA PUBLIC LIBRARY SYSTEM**

**THIS AMENDMENT** to the Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System dated July 19, 2013 (“Interlocal Agreement”), is made by and between Escambia County, a political subdivision of the State of Florida with an administrative address of 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (hereinafter referred to as the “County”), and the City of Pensacola, a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida 32502 (hereinafter referred to as the “City”).

**WITNESSETH:**

**WHEREAS**, the City and the County are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the West Florida Public Library System provides library services to residents throughout the corporate limits of the City of Pensacola, the Town of Century, and the unincorporated areas of Escambia County; and

**WHEREAS**, the City and the County entered into an Interlocal Agreement dated July 19, 2013 relating to library services as provided by the West Florida Public Library System, establishing the conditions, extent, and mechanism by which the services would be provided in the aforementioned service areas; and

**WHEREAS**, the City and the County have agreed to amend the Interlocal Agreement as provided herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, benefits, and conditions contained herein, and for other good and valuable consideration the sufficiency and delivery of which is hereby acknowledged, the City and the County agree as follows:

1. The foregoing recitals are declared to be true and correct and are hereby incorporated into this Amendment. Capitalized terms in this Amendment shall have the respective meanings assigned to them in the Interlocal Agreement unless another meaning is hereby intended by the terms of this Amendment.

2. Subsection 4.1 of the Interlocal Agreement is hereby amended as follows:

4.1 Funding. Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and fifty (150) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of funding shall not be less than the total value of the accrued leave liability for employees of

the library system as of September 30, 2013, provided that no employee shall be credited with a leave balance in excess of four hundred (400) hours upon transfer of funding and transfer of employment from the City to the County.

Effective January 1, 2023, the County shall remit annually to the City 10% of the total MSTU collected within the jurisdictional boundaries of the City of Pensacola for library services levied by the County. The expenditures of these funds by the City will be restricted to use only for capital improvements and major upgrades to current library facilities located within the jurisdictional boundaries of the City of Pensacola as identified in subsection 4.7.

Any funds not expended annually by the City will be returned to the County at the end of each fiscal year (October 1<sup>st</sup> – September 30<sup>th</sup>), unless the County Administrator and the City Administrator mutually agree that specified capital expenditures will require the accumulation of residual funds for anticipated expenditures during the next fiscal year. Not less than thirty days after the end of the fiscal year, the City agrees to provide an annual narrative report with a statement of expenditures for the preceding fiscal year and, if requesting to retain residual funds, anticipated expenditures during the next fiscal year.

3. Subsection 4.7 of the Interlocal Agreement is hereby amended as follows:

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at 239 North Spring Street

Tryon Branch located at 1200 Langley Avenue

~~Legion Field Neighborhood~~ Theophalis May Resource Center-Westside Branch at 1301 West Gregory Street

Third party owned facilities-

~~Westside Branch located at 1580 West Cervantes Street~~

West Florida Genealogy Library located at 5740 North 9<sup>th</sup> Avenue

County owned facilities-

Southwest Branch located at 12248 Gulf Beach Highway

Century Branch located at 7991 North Century Boulevard

Molino Branch located at 6450 Highway 95-A North

Bellview Library located at 6425 Mobile Highway

Additional branches may be included as part of the Library System at the County's discretion. Any discontinuance in the operation and funding of any of the library system's facilities or consolidation of library system assets into remaining library system facilities must be approved by the West Florida Public Library Board of Governance.

The County shall assume the operation of the ~~Westside Branch facility located at 1580 West Cervantes Street and the~~ West Florida Genealogy Branch facility located at 5740 North 9<sup>th</sup> Avenue contingent upon the City maintaining a suitable lease agreements with the ~~respective~~ third-party property owners. ~~The lease fees shall be reimbursed by the County from the MSTU.~~

4. Subsection 4.9 of the Interlocal Agreement is hereby amended as follows:

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than ~~five~~ ten thousand dollars (\$~~5~~10,000.00), and a life expectancy of greater than five (5) years.

5. The parties hereby agree that all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.

6. The Interlocal Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of the Agreement shall be in the County of Escambia.

7. This Amendment to the Interlocal Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Interlocal Agreement on the respective dates under each signature.

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Jeff Bergosh, Chairman

Date: \_\_\_\_\_

BCC APPROVED: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, DCA*

Date: 06-09-2022

**CITY OF PENSACOLA**, a Florida Municipal Corporation acting by and through its duly authorized City Council

By: \_\_\_\_\_  
Grover C. Robinson, IV, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk