

Meeting Date
August 8, 2017



AGENDA	
Section	Consent
Item No.	II.B.1

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approve the Agreement between the Brevard County Board of County Commissioners and the Board of Trustees of the A. Max Brewer Memorial Law Library
DEPT/OFFICE:	Community Services Department/Library Services Department

Requested Action:
 It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Agreement between the Brevard County Board of County Commissioners and the Board of Trustees of the A. Max Brewer Memorial Law Library.

Summary Explanation & Background:
 The Board of County Commissioners and the Board of Trustees of the A. Max Brewer Law Library have an agreement in place that details the County's relationship with the Law Library and its funding. The Board of County Commissioners is seeking to modify the agreement to accurately reflect the current relationship and terms to enable the County to transfer funding for the Law Library from the General Fund to the Library District Fund without modifying the current reporting structure or other working relationship currently in place.

Fiscal Impact: Fiscally, this is simply a cost shift, so the impact to the taxpayer is zero. The approximately \$200,000 of County funds for the operation of the Law Library will no longer come out of the General Fund, but out of the Library District Fund.

Clerk to the Board Instructions: Please sign and return three originals.

Exhibits Attached: Agreement between the Board of County Commissioners and the Board of Trustees of the A. Max Brewer Law Library

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
Frank Abbate		Jeff Thompson, Library Services Director 321-633-1801



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

RECEIVED

AUG 15 2017

August 9, 2017

Brevard Library Services Dpt

MEMORANDUM

TO: Jeff Thompson, Library Services Director

RE: Item II.B.1, Agreement with the Board of Trustees of the A. Max Brewer Memorial Law Library for Enabling the County to Transfer Funding for the Law Library from the General Fund to the Library District Fund without Modifying the Current Reporting Structure

The Board of County Commissioners, in regular session on August 8, 2017, executed the Agreement between the Brevard County Board of County Commissioners and the Board of Trustees of the A. Max Brewer Memorial Law Library. Enclosed are two fully-executed and one certified copy of the Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encls. (3)

cc: Contracts Administration
Budget
Finance

AGREEMENT

THIS AGREEMENT dated August 8, 2017 by and between the Brevard County Board of County Commissioners, Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and the Board of Trustees of the A. Max Brewer Memorial Law Library, a Dependent Special District under the Laws of Florida having its primary business location at 2825 Judge Fran Jamieson Way, Viera, FL 32940 (hereinafter the "Law Library").

WITNESSETH:

WHEREAS, the County and the Law Library previously entered into an agreement for the provision of the operation of a law library in Brevard County dated August 13, 1985;

WHEREAS, such agreement was entered into pursuant to 30599, Laws of Florida, 1955, and Chapters 57-1155, 61-1916, and 74-431 Laws of Florida and prior to revisions to Article V of the Florida Constitution approved by Florida voters in 1998 (to take effect by July 1, 2004) and statutory revisions to implement the changes to Article V;

WHEREAS, in 2002, the Florida Legislature passed Laws of Florida 2002-368 amending and repealing various provisions of the previous special acts relating to the Law Library and replacing (repealing) such acts with 2002-368;

WHEREAS, based upon the changes in the law over time, many of the provisions of the agreement dated August 13, 1985 are obsolete and the parties are not operating as provided for under that agreement;

WHEREAS, the County has notified the Law Library per paragraph 7 of the existing agreement that the County wishes to renegotiate the terms of their agreement;

WHEREAS, the parties hereby terminate and replace the 1985 agreement in total by the terms set forth herein.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SERVICES:**

A. Law Library:

i. The Law Library will use all funds referenced under this Agreement to purchase books, digital media, hardware and software, subscriptions (including digital), equipment, and pay salaries of law library personnel in order to pay for the costs of general operation, administration and maintenance of the A. Max Brewer Memorial Law Library.

ii. The Law Library funds shall be spent in compliance with state statutes and County code.

iii. The Law Library shall be the appointing authority under the Brevard County Merit System for the purpose of hiring, staffing, setting salaries within the County's pay and classification framework, supervising and discharging Law Library employees.

iv. The Law Library shall arrange assistance through Court Administration for payroll responsibilities, signing of time sheets, entering appropriate actions related to Law Library employees in the County's Personnel Action System (PAS) based upon the County Merit System, and budgetary assistance (including SAP data entry).

v. The Law Library agrees to submit to the County its proposed budget for each fiscal year, including its anticipated revenues and expenditures, and request for funding from the County on or before May 1 for the upcoming fiscal year.

vi. The Law Library shall operate on the same fiscal year as the County – October 1 through September 30 of the following year.

B. County:

i. The Law Library employees shall be paid through the County's payroll system and the employees shall be deemed County employees for the purposes of pension, health insurance and fringe benefits.

ii. The County shall provide the Law Library with access to the County purchasing services and the Law Library may also purchase supplies, equipment or other items from the County's county wide commodities contracts and will be billed accordingly by the County (or make alternate arrangements for payment).

iii. The County shall allocate adequate space in its courthouse facility for the exclusive use of the Law Library.

iv. The County shall include the Law Library in all County audits and the Law Library shall comply with all reasonable requests from the County regarding any applicable audits.

2. **EFFECTIVE DATE/TERM:** This Agreement shall continue in effect under these terms and conditions until either party gives notice, on or before July 1, of the agreement year, of its desire to renegotiate the terms. The original term of this Agreement and the funding as outlined in paragraph 3 shall continue in effect until a renegotiated agreement is achieved. The parties shall exercise diligence and good faith in their dealings with each other hereunder.

3. **FUNDING:**

i. The County has implemented and passed an ordinance implementing the provisions of Florida Statute 939.185(1)(a) (Ordinance 04-26; Chapter 38, Article 1, Sec. 38-10 Code of Ordinances of Brevard County - 25% of the \$65 court cost shall be imposed in criminal cases to be allocated to fund personnel and legal materials for the public as part of the law library). As long as this provision for funding remains in Florida Statutes, the County shall not repeal such ordinance in order for such funding to remain in place.

ii. The County shall allocate an additional amount from the budget of the Library Services Department sufficient to fund the Law Library. The amount shall be allocated year to year during the County's budget process.

4. **MODIFICATION TO AGREEMENT:** Other than as previously approved, this Agreement shall constitute the entire Agreement between the County and the Law Library and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The County Manager is authorized to execute any amendments to this Agreement which have no fiscal impact on the County or which incorporate budgetary changes as authorized by the County.

5. **INSURANCE:** The Law Library and its employees shall be considered an insured and/or a Covered Party under the County's General Liability, Auto Liability, Public Officials Liability and Crime policies. On a regular basis, as the County evaluates its needs for insurance, the Law Library will be included in the County's insurance and/or self-insurance program. The Law Library's proportionate share of such insurance coverage will be included as an expenditure in the Law Library's budget.

6. **RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the Law Library shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Agreement for a period of three years after termination of this Agreement and otherwise in compliance with records retention schedules set forth by the State of Florida, Division of Libraries. All records, books and accounts related to this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

Consistent with the requirements of Florida Statutes, no reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the Law Library in the United States or any other country.

7. **GOVERNING LAW/VENUE:** This agreement shall be governed, interpreted and construed according to the ordinances of Brevard County and of the State of Florida. Any action brought to enforce the terms or litigate the terms of this agreement shall be brought in the venue of Brevard County, Florida. Any Federal action may only be initiated in the Middle District Court, Orlando Division.

8. **ATTORNEYS' FEES/NON JURY TRIAL:** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs. Any trial to enforce or interpret the terms of this Agreement shall be non-jury.

9. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

10. **NOTICE:** Notice under this Agreement shall be given by mail or hand delivery as follows:

County Representative:
Frank Abbate, Interim County Manager
2725 Judge Fran Jamieson Way, Bldg. C
Viera, Florida 32940

Law Library Representative:
Brian Onek, Interim Chairperson
A. Max Brewer Memorial Law Library Board of Trustees
2825 Judge Fran Jamieson Way
Viera, Florida 32940

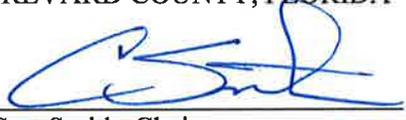
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:
COMMISSIONERS



Scott Ellis, Clerk of Court

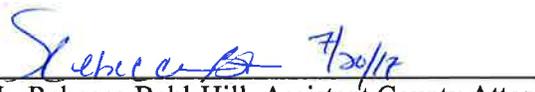
BOARD OF COUNTY
OF BREVARD COUNTY, FLORIDA

By: 

Curt Smith, Chairman

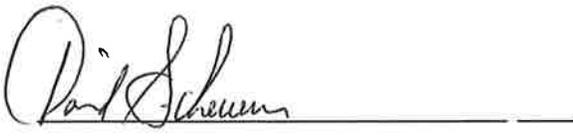
As approved by the Board on 8/8/17.

Reviewed for legal form and content:



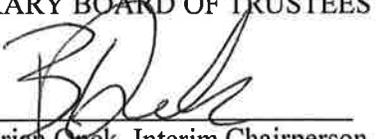
L. Rebecca Behl-Hill, Assistant County Attorney

WITNESS:



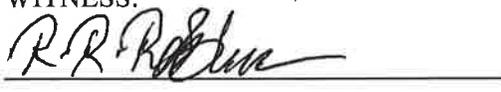
David Scheuerer

A. MAX BREWER MEMORIAL LAW
LIBRARY BOARD OF TRUSTEES

By: 

Brian Onek, Interim Chairperson

WITNESS:



ROCKFORD ROBLIN