

**MEMORANDUM OF UNDERSTANDING BETWEEN
MARION COUNTY BOARD OF COUNTY COMMISSIONERS AND
CITY OF OCALA FOR BRANCH LIBRARY SERVICES AT THE
MARY SUE RICH COMMUNITY CENTER AT REED PLACE**

This Memorandum of Understanding (“MOU”) is made on this ____ day of _____, 2021 (“Effective Date”), by and between:

- Marion County, a political subdivision of the State of Florida (“County”).
- City of Ocala, a Florida municipal corporation (“City”).

WHEREAS

- A. County is dedicated to the provision of library services for Marion County citizens.
- B. County and City aspire to provide ready access to library services to Marion County citizens, particularly those living in west Ocala in order to dramatically improve quality of life.
- C. City agrees to construct the Mary Sue Rich Community Center at Reed Place located at 1921 Northwest 17th Place, Ocala, Florida (“the Center”), and to include designated space for a branch library.
- D. County agrees to make initial and ongoing investments in the provision of library services at the Center pursuant to the following terms.

NOW, THEREFORE, the parties to this Memorandum mutually agree to the following:

1. Incorporation of Recitals. The parties agree that the above Recitals are true and correct, and hereby incorporate their terms and provisions herein for all purposes.
2. Purpose. The purpose of this Memorandum is to establish the terms and conditions under which the County and City will partner to construct and provide ongoing library services at the Center.
3. Term. This Memorandum of Understanding becomes effective upon the date last executed by the duly authorized representatives of the parties and shall sunset automatically at the earlier of the following: 36 months, or upon execution of a lease for library services at the Center.
4. Center Construction.
 - a. The City shall provide all funding for construction of the Center including space to be dedicated for library services. This shall include finishes such as walls, doors, windows, lighting, power, fiber, flooring, mechanical, built-in circulation desk, book shelving and other necessary finishes for a move-in ready space. The City shall also provide for all support facilities including parking, restrooms and access. The City shall include County staff in design review meetings to permit input on library space design and shall allow such staff periodic access as needed during construction to properly plan for implementation.
 - b. County agrees to provide input on design of the library services area and to fund and procure all necessary equipment, furnishings (except as noted in paragraph 4.a.), reading materials, electronics and other supplies that in their professional opinion as library operators are needed for initial set-up of the library at the Center.

5. Lease. It is anticipated that City and County will enter into a lease for ongoing operations of a library at the Center. The lease will address in detail the following roles and responsibilities:
 - a. City Responsibilities: The City shall provide designated space for library services which shall minimally include a library, staff office, storage room and one meeting room. City shall also provide space in the communications room of the Center for equipment needed to support the County's network connection related to library services; and at City's sole expense ongoing custodial, security, utilities, grounds maintenance, parking, restrooms and shared access to non-exclusive spaces for programming as needed and available for ongoing operations of the library at the Center.
 - b. County Responsibilities: The County shall fund and provide all necessary staffing, equipment, furnishings, reading materials, electronics and other supplies that in their professional opinion as library operators are needed for ongoing operation of the library in the Center. County staff will also be responsible for facilitating any information technology/network connections for County operations at the Center.
 - c. Other Conditions. City and County agree to cooperate on the development of programs that will provide best efficiencies and effectiveness at the Center overall. City and County shall collaborate on grants that require owner as applicant.
6. Irrevocable Pledge. City and County mutually agree that work shall be undertaken immediately in reliance upon this MOU and as such, the commitments made herein can be reasonably relied upon by the citizens of Marion County. This pledge shall not survive beyond the Term of this MOU.
7. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida.
8. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties concerning the substance of this MOU and supersedes all prior negotiations, representations and agreements, whether written or oral.
9. Severability. Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
10. Appropriations. All obligations of County created by this MOU are conditioned upon the availability of funds that are appropriated or allocated for the purposes contemplated by this MOU. County shall have the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding the obligations of this MOU. If such funds are not allocated and available, this Agreement may be terminated by County at the end of the period for which funds are available.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

CITY OF OCALA, a Florida municipal corporation

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

By: _____
Justin Grabelle, City Council President

By: _____
Jeff Gold, Chairman

City Council Approved: _____

BCC Approved: _____

ATTEST:

ATTEST:

Angel B. Jacobs
City Clerk

David R. Ellspermann
Clerk

Approved as to form and legality

Approved as to form and legality

Robert W. Batsel, Jr.
Assistant City Attorney



Russell G. Ward
Assistant County Attorney