

OPERATING & FUNDING AGREEMENT

THIS OPERATING AND FUNDING AGREEMENT, (“Agreement”) is hereby made and entered into this 27th day of October, 2021 (Effective Date), by and between the **CITY OF WINTER PARK , FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, with its principal address located at 401 South Park Avenue, Winter Park, Florida 32789 (“the City”), and the **WINTER PARK LIBRARY ASSOCIATION, INC.**, a Florida not for profit corporation, with its principal address located at 1052 W. Morse Blvd., Winter Park, Florida 32789 (“the Library”), collectively the “Parties”.

RECITALS:

WHEREAS, the Parties desire to create a framework for operational coordination in the use of the newly constructed library (Building), surrounding Parking and Events Center (together, the “Campus”) **Exhibit “A,”** including best efforts to coordinate City and Library events and to create a regular framework for the Library to provide performance and financial reports to the City; and

WHEREAS, the Library has historically provided library services to the public for the benefit of the public and the City and the City desires that the Library continue to supply those services and curriculum (collectively the “Services”) as set forth in **Exhibit “B,”** attached hereto and incorporated herein by this reference; and

WHEREAS, the Library is a qualifying tax-exempt entity, organized and operated exclusively for charitable, literary, and educational purposes, pursuant to 26 U.S.C. 501(c)(3), as further described in Paragraph 7 herein; and

WHEREAS, the Library maintains an independent Board of Directors; and

WHEREAS, the Library has always had a Board of Directors primarily composed of Winter Park citizens and expects to continue to do so in the future; and

WHEREAS, the Library desires to operate the Building as a library for the primary use and benefit of the City, the citizens of the City of Winter Park, and the general public; and

WHEREAS, the City has determined that there is a public need for such Services and that a valid public purpose in promoting the general health, welfare, and safety of the citizens of the City would be served by funding the Services; and

WHEREAS, in order to serve the public need and in furtherance of the public purpose, the City will appropriate funds to be granted to the Library to support providing such Services; and

WHEREAS, the Parties mutually desire to enter into this Agreement whereby the Library will utilize the aforementioned funds of the City, together with the Library’s resources, for the purpose of supporting the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Library has available the necessary qualified and trained personnel, facilities, materials, and supplies to perform the Services set forth in this Agreement; and

WHEREAS, the Parties also intend to execute a Lease Agreement (incorporated by this reference) which will detail rent, term, ownership of assets, and maintenance responsibilities, for the use of the space dedicated for library services in the Building and Campus.

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

1. **INCORPORATION OF RECITALS.** The preamble of this Agreement, including the foregoing recitals, set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.
2. **TERM.** The term of this Agreement is for an initial period of thirty (30) years commencing on the Effective Date (“Term”). Either Party may terminate this Agreement at no cost or penalty by providing twelve (12) months written notice to the other Party – but only after an initial five (5) year period, which period commences upon the Effective Date. At the option of the Parties, the Term may be extended for fifteen (15) year periods with the Parties to mutually confirm such extensions at least one (1) year before the end of the initial thirty (30) year term or fifteen (15) year extensions, or as otherwise agreed by the Parties. This Operating and Funding Agreement and Lease Agreement will run concurrently together between the Parties, which is incorporated herein by reference, so that both Agreements commence and terminate, or otherwise expire, at the same time.
3. **FUNDING; PERFORMANCE OF SERVICES.**
 - a) **Funding:** City funding will consist of two elements – an allowance for rent plus support for the Library’s operating expenses. The rent allowance will be calculated by a formula that takes account of average rentals for office space on a square foot basis in the City of Winter Park, as determined by Costar’s office report for Class A office or a comparable publication and paid to the Library in equal quarterly allotments pursuant to the Lease.
 - b) **For the initial year** commencing October 1, 2021, and ending September 30, 2022, the City will provide funding to the Library in the total sum of One Million Six Hundred Fifty-Seven Thousand Dollars (\$1,657,000.00) to support the Library’s operating expenses and the total sum of One Million One Hundred Ninety-Nine Thousand Five Hundred Twenty Dollars (\$1,199,520) as a rent allowance.
 - c) **Future Years:** The City and the Library will annually review and adjust the City’s funding to the Library, taking into consideration the net market value of the portion of the City’s Building leased to the Library (i.e., rent), the costs required to provide an agreed level of service (as described by the Library during each budget cycle review), and accounting for any fluctuation in anticipating operating costs.
 - d) The City’s continued funding under this Operating and Funding Agreement (and thereby the Library’s obligations for Services by the Operating and Funding

Agreement), is subject to discretionary annual appropriation by the City's Commission of funds. When or if funds are not appropriated or otherwise made available to support the continuation of performance of this Operating and Funding Agreement, this Operating Agreement and Lease will be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.

- e) The Library as a recipient of City funds and a 501c3 will abide by all IRS rules and regulations related to political activity.

3. **PAYMENTS.** The City's payments, pursuant to Paragraph 2 Funding, shall be made to the Library in four (4) equal quarterly payments. All payments by the City are contingent upon the following:

- a) receipt and approval by the City of the Library's annual Audited Financial Report (**Exhibit "C"**) and Summary of Services provided specified in **Exhibit "D;"**
- b) inclusion of the audit set forth in Paragraph 9 below; and
- c) compliance by the Library with any and all requirements, terms, and conditions contained in this Agreement, including the provision of the Services by the Library, and the accompanying Lease Agreement.

Contingent upon these requirements having been met, payments will be disbursed on or about the 15th day of each quarter; provided, however, that to allow the City time to process this Agreement, the City shall have until the later of (i) the 10th day of the first month of the term of this Agreement or (ii) thirty (30) days following execution of the Agreement by all Parties to make the first payment hereunder.

4. *Intentionally Left Blank.*

5. **PERFORMANCE AND FINANCIAL REPORTING.** The Library agrees to submit Audited Financial Report, as specified in **Exhibit C**, to the City Manager or his/her designee in a form and with content acceptable to the City Manager or his/her designee attached hereto and incorporated herein by this reference. In addition, quarterly reports will include an evaluation of the Services and indicate the amount or level of Services provided to City residents (**Exhibit "D"**). Failure to comply with the requirement for submission of such reports in the form and with content acceptable to the City Manager or his designee will constitute grounds for termination of this Agreement and may result in the ineligibility of the Library to receive contributions from the City. Completion of the prior year's reporting requirements, if any, and submission of all required annual financial statements are a prerequisite to the Library's receipt of any payment under this Agreement. Performance measures established by mutual agreement of the Parties are detailed in **Exhibit "D"**.

6. **COORDINATION OF CITY AND LIBRARY EVENTS & SHARED FACILITY USE.** The Parties will make good faith efforts to coordinate the City's and Library's use of the shared facilities, shown on the map of the Campus (**Exhibit "A"**), including storage, parking, ramping of vehicles, and event schedules by assigning key personnel at the Library and the City to be in charge of scheduling major events and avoiding and resolving potential conflicts. Each Party may choose and appoint its own personnel, and the Parties agree to hold regular meetings to maintain communication and coordinate activities.

7. **501(c)3 STATUS.** The Library represents and warrants to the City that it has applied for and has received tax exempt status from the United States Internal Revenue Service (“IRS”) as a 501(c)3 organization as evidenced by a determination letter from the IRS. A copy of the IRS letter approving Library’s tax exempt status must be provided to the City prior to the distribution of any Funds to the Library. The Library shall maintain its tax exempt status with the IRS and its status as an active entity in good standing with the State of Florida throughout the term of this Agreement. If, during the term of this Agreement, the Library loses its IRS tax exempt status or its active or non-profit status with the State of Florida, it will immediately notify the City, and the City reserves the right to terminate this Agreement immediately and discontinue payments to the Library.

8. **NONDISCRIMINATION.** The Library agrees that it shall not unlawfully discriminate in the provision of Services. The Library shall provide Services without regard to race, color, creed, sex, sexual orientation, age, national origin, disability or marital status and in compliance with Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. The Library shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose. The Library further agrees to adhere to and comply with the Americans with Disabilities Act (“ADA”) and any and all applicable regulations promulgated pursuant thereto in its provision of the Services. The Library shall further comply with ADA requirements for any Services provided via computer, smartphone, software, the internet, intranet, or online (*i.e.*, “Technology Services”). For the purposes of providing ADA compliant Technology Services under this Agreement, the Library must comply with Web Content Accessibility Guidelines (“WCAG”) 2.0 AA or better in order to be deemed compliant. The City acknowledges that the Library is in the process of updating its Technology Services to be compliant with WCAG 2.0 AA or better and that the Library will not be deemed to be in breach of this Agreement as long as such compliance is achieved within one (1) year from Effective Date.

9. **ACCOUNTING AND AUDIT.** For all financial statements and records related to the funding, the Library will utilize those accounting practices and procedures and maintain those records regarding receipts and disbursements of the Funds in accordance with Generally Accepted Accounting Principles (GAAP).

10. **MONITORING.** The Library will permit the City and the City’s designees to monitor the Services to ensure compliance with the terms of this Agreement. The Library shall, to assist in the monitoring of its Services, provide the City and the City’s designees with access to any Library records required by this Agreement within a reasonable time upon the written request of the City. If the Library breaches this Agreement, the City reserves the right to pursue all available legal and equitable remedies, including, but not limited to, the right to suspend or terminate payments under this Agreement and the right to restitution with respect to any Funds utilized by the Library in a manner inconsistent with the terms of this Agreement. Library shall make restitution to the City of any Funds not used in conformance with the terms of this Agreement within forty-five (45) days of demand by the City.

11. **TERMINATION FOR CAUSE.** This Agreement may be terminated by either Party at any time, for cause, upon ninety (90) days’ written notice to the other Party, allowing for an additional period to remedy the notified cause. Such notice must be delivered in the manner set forth in Paragraph 23 below. The termination of this Agreement and the Lease does not relieve the Parties from any obligations under this Agreement with respect to funds paid to the Library prior to termination.

Regardless of the foregoing, if the separate Lease Agreement for as between the City and the Library expires or is otherwise terminated, this Agreement will be terminated conterminously with such Lease unless otherwise set forth in a written and executed agreement between the Parties.

12. **INDEMNIFICATION.** The Parties agree that each shall have the obligation to indemnify, defend, and hold each other harmless as is set forth in the Lease Agreement.

13. **NO WAIVER.** Continued performance by either Party after a default or violation of any of the terms, covenants or conditions herein may not be deemed a waiver of any right to terminate this Agreement or elect any other remedy or action, nor may it be construed or act as a waiver for any subsequent default.

14. **CONSTRUCTION; SEVERABILITY.** This Agreement will be construed in accordance with the laws of the State of Florida. It is agreed to by the Parties that if any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other covenants, conditions, or provisions contained herein.

15. **NON-ASSIGNABILITY.** The Library may not assign its rights or obligations under this Agreement without the prior written consent of the City Commission, which assignment may be agreed to, denied, or conditioned in part or in whole as the City Commission deems appropriate in its sole discretion. A successor Library does not automatically have any rights to the Funds disbursed under this Agreement merely due to its status as a successor to the Library. A successor Library must receive prior approval from the City Manager or his/her designee before it is eligible to receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

16. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the Parties signing hereto, and no right, nor any cause of action may accrue to or for the benefit of any third party.

17. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement may be construed as creating, or, in any way, create or establish a relationship as partners or joint ventures between the Parties hereto or cause the Library to be or become an agent or representative of the City for any purpose or in any manner whatsoever.

18. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement will, if in state court, be in the Circuit Court of and for Orange County, Florida, or, if in federal court, be in the United States Middle District of Florida, Orlando Division. Furthermore, this Agreement is governed by and to be interpreted under the laws of the State of Florida. Both Parties agree to notify the City in writing within thirty (30) business days of the filing to the appropriate regulator of any occurrence of any incident or action giving rise to potential liability, including, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against the Library, related to this Agreement; however, such notice will not be required in the event that more immediate filing is required to preserve a cause of action or administrative right due to an administrative deadline, applicable statute of limitations, or statute of repose.

19. **CREDITS.** The Library will give written credit to the City as a sponsor/financial supporter in an appropriate manner in public announcements where such acknowledgements are being made for other contributors. The form and manner of such written credit shall be mutually agreed to by the Parties.

20. **INSURANCE.** The Library will acquire and maintain, during the term of this Agreement, the insurance coverages in the minimum amounts listed below. Current and valid certificates of insurance for said insurance coverages will be provided to the City Manager or his/her designee upon execution of this Agreement by the Library. For all policies in which the City is required to be an additional insured, the coverage must be primary and non-contributory with any other valid and collectible insurance available to the City. Upon the expiration or modification of such certificates of insurance, the Library shall provide continuing proof of insurance to the City Manager or his designee for the coverages listed below. The insurance coverages must contain a provision that forbids any cancellation, changes, or material alterations in the coverages without providing thirty (30) days written notice to the City (except for cancellation of a policy for non-payment which may provide for a minimum of ten (10) days' notice to the City).

- a) Commercial General Liability -- The Library will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury and property damage. Such policy must be issued on an occurrence basis and include coverage for the Library's operations, independent contractors, subcontractors, and broad form property damage coverages protecting itself, its employees, agents, contractors, volunteers, or subsidiaries, and their employees, volunteers, or agents for claims for damages caused by bodily injury, property damage, personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policy or policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Library or by any of its subcontractors arising from work or services performed under this Agreement or the Lease between the Parties. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Library's agreement to indemnify, defend, and hold the City harmless as provided in this Agreement. The commercial liability policy must be endorsed to include the City as an additional insured. Coverage for volunteers may be provided via the main Commercial General Liability Policy or a separate, additional Volunteer Liability Policy in the same per occurrence and aggregate amounts as the Commercial General Liability policy. Any such Volunteer Liability Policy must list the City as an additional insured.
- b) Automobile Liability – The Library will provide coverage for all owned and hired vehicles with limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage. Such policy shall be for “Any Auto,” Coverage Symbol 1, providing coverage for all vehicles operated regardless of ownership, and protecting the Library, its employees, agents, or lessees or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The City must be endorsed as an additional insured under this policy.
- c) Workers' Compensation -- The Library will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000.
- d) Employee's Honesty Insurance (Fidelity Insurance) -- The Library agrees to purchase a blanket fidelity bond covering all officers, employees, and agents of the Library holding a position of trust and authorized to handle funds received or disbursed under this Agreement and the Lease.

Individual bonds apart from the blanket bond are not acceptable. The amount of the bond will provide coverage of no less than \$10,000 per occurrence.

- e) Primary and Excess Coverage -- Any insurance required herein may be provided using primary and excess policies providing functionally equivalent coverage.
- f) Deductibles -- The City is not responsible or liable for the payment of any deductibles for any claims arising out of or related to the Library's business or any subcontractor performing work or services on behalf of the Library or for the Library's benefit under this Agreement or the Lease.
- g) Cancellation Notices -- During the term of this Agreement, Library is responsible for promptly advising and providing the City's Risk Management Department with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Agreement and the Lease within two (2) business days of receipt of such notice or change.
- h) Insurance for Third Party Contractors and Vendors – Library shall provide the City with reasonable advance notice of any vendors, contractors, , and other entities Library engages, hires, or otherwise invites to perform or provide services on City owned property, and the City's risk manager may require any such entity to enter into an indemnification, defense, and hold harmless agreement with the City in a form satisfactory to the City and acquire such insurance coverage as deemed reasonably necessary by the City's risk manager to protect the City from and against any damages or claims arising from any such entity's activities on City property, as a condition of providing or performing services on City owned property.
- i) Survival. -- The provisions of this section 20. Insurance survive cancellation or termination of this Agreement and the Lease.

21. **PUBLIC RECORDS.** Pursuant to § 119.0701(2)(a) and (b), Florida Statutes, the City is required to provide the Library with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE LIBRARY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LIBRARY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 599-3447, RCranis@cityofwinterpark.org (or other City designee), or by mail, City Clerk, 401 Park Avenue South, Winter Park, FL 32789.

By entering into this Agreement, Library agrees to comply with public records laws as they pertain to records, kept, generated, or maintained pursuant to this Agreement and the Lease. Pursuant to § 119.0701, Florida Statutes, any contractor, including the Library, entering into an agreement for services with the City is required to:

- a) Keep and maintain public records required by the City to perform the services hereunder.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Agreement does not transfer the records to the City.
- d) Upon completion or termination of the Agreement, transfer, at no cost, to the City all public records in the possession of the Library or keep and maintain such records required by the City to perform the service. If the Library transfers all such records to the City upon completion or termination of the Agreement, the Library shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Library keeps and maintains such records upon completion or termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All such records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Requests to inspect or copy public records relating to this Agreement must be made directly to the City. If the Library receives any such request, the Library shall instruct the requestor to contact the City. If the City does not possess the requested public records, the City shall immediately notify the Library of such request, and the Library must provide the public records to the City or otherwise allow the public records to be inspected or copied within a reasonable time.

The Library acknowledges that failure to provide public records as defined under Chapter 119, Florida Statutes, to the City within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. The Library further agrees not to release any such public records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. The Parties agree to indemnify, defend, and hold each other harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from the either's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the Party's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Each Party authorizes the other to seek declaratory, injunctive, or other appropriate relief against the other from a Circuit Court in Orange County, Florida on an expedited basis to enforce the requirements of this section. This paragraph shall survive expiration or termination of this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the Parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party hereto.

23. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and are deemed to be delivered:

- a) when hand delivered to the person hereinafter designated,
- b) on the date of deposit in the United States Mail, return receipt requested, or
- c) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a Party at the address set forth below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Party delivered in accordance herewith. The City Manager or his/her designee has full authority to send all notices related to this Agreement on behalf of the City. The Parties' addresses are as follows:

City: **City of Winter Park**
Attention: Division Director
Office of Management & Budget
401 South Park Avenue
Winter Park, Florida 32789

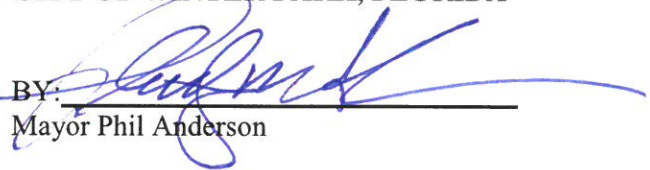
Copy to: **Fishback Dominick**
City Attorney – Winter Park
1947 Lee Road
Winter Park, FL 32789

Library: **Winter Park Library, Inc.**
Attention: Executive Director
Address: 1052 W. Morse Blvd.
Winter Park, FL 32789

24. **SURVIVAL.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Agreement.


IN WITNESS WHEREOF, the Parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF WINTER PARK, FLORIDA

BY: 


Mayor Phil Anderson

ATTEST:



Rene Cranis, City Clerk

**WINTER PARK PUBLIC LIBRARY, INC., a
Florida Not-For-Profit Corporation**

BY: 

Print Name: SABRINA BERNAT

Title: EXECUTIVE DIRECTOR

Exhibit A - Location of Building on Campus

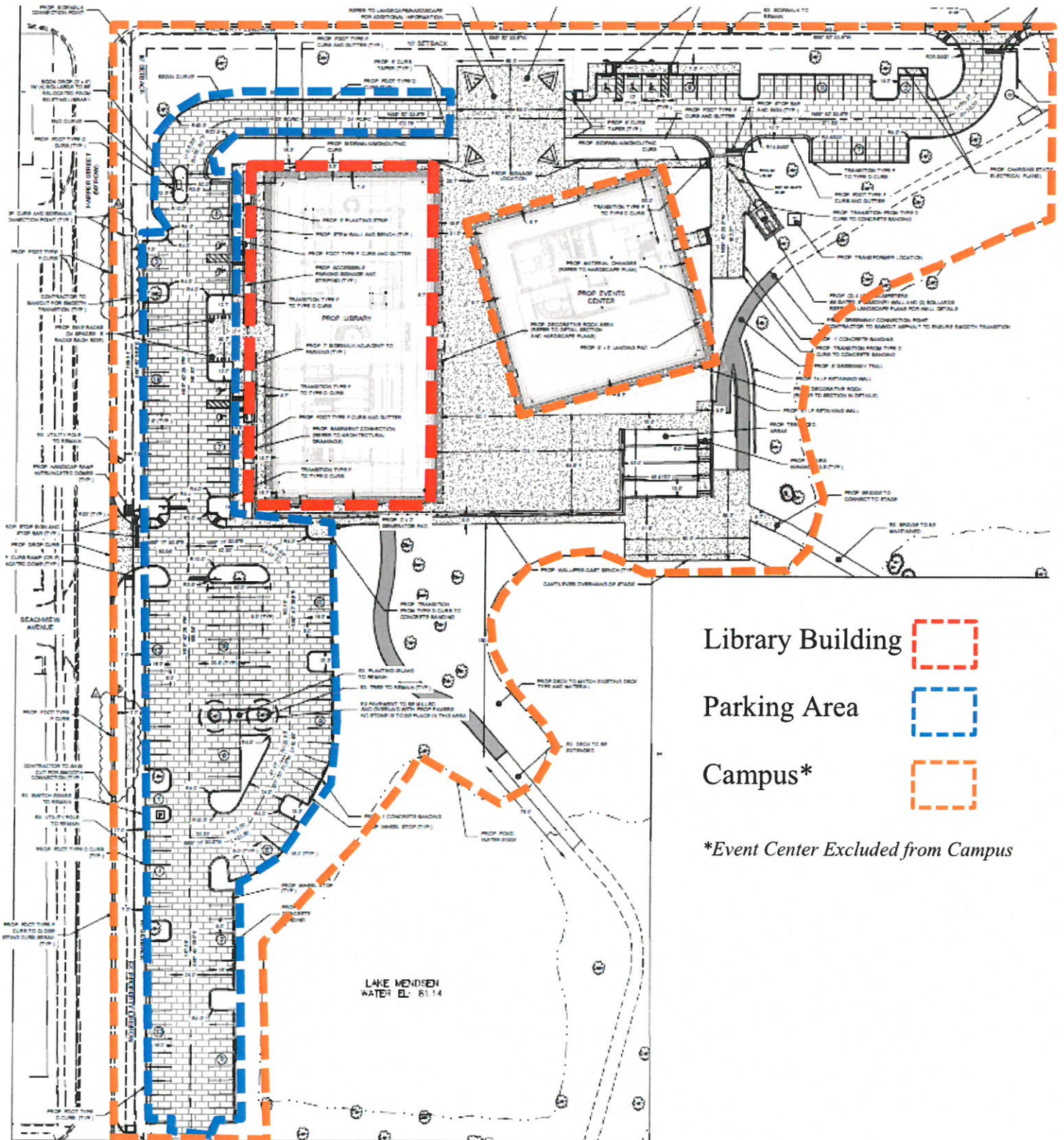


Exhibit B – Maintenance & Responsibility

The Parties acknowledge and agree that the following matrix delineates the Maintenance and Repair responsibilities regarding the Leased Premises as between the Parties:

| Item | City | Library |
|---|-------------|----------------|
| Cabinets, Vanities, and Countertops | City | |
| Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement) | City | |
| Changes / Additions to Building | City | |
| Common Area Maintenance | City | |
| Dumpsters / Trash | City | |
| Elevators | City | |
| Exterior Cleaning | City | |
| Exterior Doors (incl. Closure Devices, Frames, Molding, etc.) | City | |
| Exterior Electrical: Meter Base, Outlets, Switches, etc. | City | |
| Exterior Lighting (Pole and Building Fixtures) | City | |
| Exterior Painting | City | |
| Exterior Plumbing (Lift Stations, Pumps, etc.) | City | |
| Exterior Walls, Building Envelope, and other Structural Components | City | |
| Exterior Windows | City | |
| Fire Alarm Systems (incl. False Alarms) | City | |
| Fire Extinguishers | City | |
| Generators | City | |
| HVAC (incl. Filters, Repairs, and Replacement) | City | |
| Interior Doors (incl. Closure Devices, Frames, Molding, etc.) | City | |
| Interior Electrical: Main Switchgear & Breakers | City | |
| Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc. | City | |
| Interior Decoration (incl. Paint, Hanging Pictures, Shelves, Dispensers, etc.) | City | |
| Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls) | City | |

| Item | City | Library |
|---|---|---|
| Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles | City | |
| Irrigation Systems (incl. Controllers, Pumps) | City | |
| Janitorial | City | |
| Exterior Landscaping and plant care (incl. Debris Clean-up & Storm Drainage) | City | |
| Interior plant and foliage care | City | |
| Life Safety / Fire Sprinklers / Fire Hood Suppression | City | |
| Locks / Key Management | City | |
| Inspection and certifications for building systems | City | |
| Overhead Doors / Automatic Gates (incl. Closure Devices, etc.) | City | |
| Parking Lot and Driveway (incl. Hardscapes) | City | |
| Pest Control (incl. removal/disposal of dead animals) | City | |
| Roof | City | |
| Multifunction photocopy/scan/fax machines and associated services and consumables | | Library |
| Security Systems / Cameras | City | |
| Signage | City | |
| Utilities – Electrical & Water/Sewer | City | |
| Utilities – Internet Access, Phones, IT equipment | City to provide all infrastructure, including routers, switches, phone units, and servers. | Library to pay for internet access, subscriptions, and phone service |
| Maintenance and Replacement of any furniture and cushions used for Library operations and functions | (City is providing as part of initial build but ongoing maintenance and replacement is the responsibility of the library) | Library (must repair at or near original condition or replace with items of comparable but not necessarily identical quality) |

| Item | City | Library |
|--|---|---------|
| Specialized Library equipment such as the automated material handler, security gates, and equipment specific to Library operations | | Library |
| Library office and operational equipment including computers, software/firmware upgrades and modifications, TVs, Projectors, projection screens, cubicles, and office furniture. | (City is providing some of these items as part of initial build but ongoing maintenance and replacement is the responsibility of the library) | Library |
| Library Physical and Digital Collection resources | | Library |
| Supplies and equipment utilized for classes and events or Library administrative or programmatic purposes. | | Library |

In addition, the Library will provide the following services:

- Provide qualified staff for Library operations
- Provide home delivery services to qualifying residents residing within the incorporated city-limits of Winter Park
- Provide core library services, including lending of resources, provision of information, classes and events, and access to the internet

Additional Considerations:

- If either Party damages or breaks anything due to their negligence or negligence of patrons/employees, it will be the responsibility of the damaging party to repair or replace the broken/damaged item.

Exhibit C - Financial Reporting

The Library will submit annually the approved final audit and report within 270 days of the end of the fiscal year plus the approved IRS 990 form once it is available.

Exhibit D - Performance Metrics

The *LJ* Index is a national rating system, utilizing standardized data used by all libraries including the Orange County Library system, and is designed to recognize and promote America's public libraries, to help improve the pool of nationally collected library statistics, and to encourage library self-evaluation. The Winter Park Library utilizes the LJ Index to track and rate performance against other comparable libraries. The following statistical measures will be gathered by the Library monthly and reported to the City of Winter Park on a quarterly basis in a manner consistent with the Library's internal reporting process. These measures may be adjusted with mutual consent of both parties as the rating index standards may vary over time.

1. In-building foot traffic counts
2. Attendance counts at classes and events
3. Physical item circulation counts
4. Digital item circulation counts
5. Number of public computer sessions
6. Number of Wi-Fi sessions
7. Database utilization numbers
8. Number of Library Board Members that are residents within the municipal boundary of the City of Winter Park.