

PAL PUBLIC LIBRARY COOPERATIVE

INTERLOCAL AGREEMENT

THIS AGREEMENT is effective on the date fully executed by and among THE ALACHUA COUNTY LIBRARY DISTRICT, an independent taxing district of the State of Florida (“*ACLD*”), and LEVY COUNTY (“*Levy*”), and PUTNAM COUNTY (“*Putnam*”), both political subdivisions of the State of Florida, collectively, the “*Parties.*”

WHEREAS, applicable Florida law and regulations provides for the entry by the Parties into a special district for providing of services to the Parties’ residents; and

WHEREAS, Chapter 98-502, as amended by 03-375, Laws of Florida, established the Alachua County Library District as an independent special taxing district and sole provider of free library service to residents of Alachua County, a political subdivision of the State of Florida, by and through the Board of Governors of the Alachua County Library District, (“*Alachua*”); and

WHEREAS, Levy, a political subdivision of the State of Florida, is the single administrative unit to provide free library services to its residents; and

WHEREAS, Putnam, a political subdivision of the State of Florida, is the single administrative unit to provide free library service to its residents; and

WHEREAS, Chapter 163, Florida Statutes, permits governmental units to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, each of the Parties has determined that it is in the best interests of the residents of the Parties’ respective counties that they enter into this Agreement to implement and administer a multi-county library cooperative; and

WHEREAS, each of the Parties has determined that its entry into this Agreement will enable the provision of library services which would otherwise be impracticable or impossible under current and future anticipated operational funding;

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION OF TERMS:

- a) “*County*” shall mean any county of the State of Florida.
- b) “*Cooperative*” shall mean the Cooperative as established pursuant to this Agreement.

- c) "*Legal service area*" shall mean the geographic area of the combined Parties in the Cooperative.
- d) "*Governing Board*" shall mean the administrative governing body of the Cooperative, as established and empowered pursuant to this Agreement.
- e) "*Administrator*" shall mean the Administrator of the Cooperative.
- f) "*Host Party*" shall mean the Party where some services of the Cooperative are administered by the Cooperative, which shall be determined by the Governing Board, after consent by the proposed Host Party.
- g) "*Participating Libraries*" shall mean the public library, including all separate library facilities (including mobile facilities) and branches, operated by the respective Parties.
- h) "*State Library*" shall mean the Florida Department of State, Division of Library and Information Services.

2. PURPOSE: The Parties enter into this agreement for the purpose of establishing a multi-county library cooperative to be known as the PAL Public Library Cooperative, whose purpose is to provide library services to the Parties for the benefit of the citizens of Alachua, Levy and Putnam Counties. It is the express purpose of the Agreement and of the Parties to provide for the coordination of library services, to provide for equal access to public library service to all residents, and to formulate and implement consistent and uniform plans, programs, policies, and procedures in the operation, maintenance, and development of certain library services throughout the legal service area. In particular, such services may include but are not limited to collection development on behalf of the Parties, sharing of resources among the Parties, materials processing for the Parties such as, but not limited to, selection, processing and cataloging of acquisitions, youth programming and development for the Parties and automation of systems in use by the Parties.

3. ADDITION OF NEW MEMBERS: Any non-member County may apply to become a party to this Agreement and a member of the Cooperative. The Governing Board shall first review such application, and shall determine the fitness of the applicant for membership in the Cooperative, taking into account how the applicant's membership would fit with the operations and long range plan of the Cooperative.

Upon approval of such application, Membership in the Cooperative may be granted only upon unanimous approval of the Parties and upon execution and delivery to the Cooperative of a counterpart original of this Agreement as then in force, including any subsequent modifications, once approved by the County in the manner required by law.

Upon satisfaction of the conditions described above in this section, the proposed new member County shall become a party to the Agreement and a member of the Cooperative effective the next succeeding October 1st, subject to all the provisions and obligations, and entitled to all privileges and rights, accorded to all of the Parties under the Agreement.

4. ADMINISTRATION OF THE COOPERATIVE: This Agreement and the Cooperative shall be administered by the Administrator and governed by a board of directors known as the Governing Board. The Board shall consist of two County Commissioners or other persons from each of Levy and Putnam, appointed by the respective Boards of County Commissioners of those Counties, and two members of the governing board of ACLD, or other persons appointed by its Chairperson.

Upon withdrawal from the Cooperative by a Party, the members of the Governing Board appointed by that Party shall cease to serve, and the numbers of the Governing Board shall be appropriately reduced. Upon addition of a new party to the Cooperative, that Party shall appoint two persons to the Governing Board members in the manner above required. The Governing Board shall administer this Agreement.

5. POWERS AND AUTHORITY: The Governing Board shall conduct meetings in accordance with section 286.011, F.S., and is hereby empowered to take such collective action as is reasonable or appropriate to achieve the purposes set forth in this Agreement. In addition to the powers expressly provided for herein, the Governing Board shall have such other powers as are permitted by law, including without limitation the authority in its own name to make and enter into contracts, to employ agencies or employees; to acquire, construct, manage, maintain, or operate buildings, works, or improvements; to acquire, hold, or dispose of property; and to incur debts, liabilities, or obligations; provided, that the debts, liabilities, or obligations of the Cooperative and the Governing Board shall not constitute the debts, liabilities, or obligations of any Party except to the extent that it is expressly assumed in writing by the Party in a separate instrument. The Governing Board shall have the exclusive authority to hire, discharge, and set all conditions of employment of the Administrator, subject to the provisions of this Agreement. The Governing Board shall have the authority to set policy, adopt plans, and adopt budgets for the Cooperative and to enter into collateral contracts on behalf of the Cooperative. Notwithstanding any provisions to the contrary in this Agreement, the Governing Board shall have no authority to levy or collect taxes, impose or collect non-ad valorem assessments or other assessments, or impose or collect fines or fees, without the express consent of all of the Parties and an amendment to this Agreement.

Neither the Governing Board nor the Administrator shall have the power to bind or commit any Party in any way.

6. **STAFFING:** The Administrator shall be hired by the Governing Board. The position, Administrator, shall be filled under procedures and guidelines to be established by the Governing Board

The Administrator shall be the executive head of the Cooperative, and shall have the following minimum qualifications: a Master of Library Science degree from an A.L.A. (American Library Association)-accredited university or college, plus two years of successful, full-time paid library experience in a public library unit open to the public at least 40 hours a week, after attainment of said Master of Library Science degree; or such other or different qualifications as the Governing Board shall require. The Administrator shall be an at-will employee of the Cooperative and shall serve at the pleasure of the Governing Board. Until an Administrator is hired by the Governing Board, one of the Directors of the Participating Libraries shall be appointed by the Governing Board to serve as Interim Administrator.

7. **ADMINISTRATOR'S POWERS, DUTIES, AND RESPONSIBILITIES:** The following activities shall be carried out by the Administrator for all Participating Libraries under the plans, policies, and budgets adopted by the Governing Board, and they may not be delegated through interlocal agreements or other service agreements: development of a single long range plan for all Participating Libraries, as respects their participation in the Cooperative, for adoption by the Governing Board; development of a single annual plan of service and a budget for adoption by the Governing Board; implementation of the long range plan, the annual plan of service and a budget, and the preparing reports on behalf of the library.

8. **ADDITIONAL EMPLOYEES:** The Governing Board may utilize the services and procedures of the Host Party. The Governing Board shall set positions and salary structure for employees of the Cooperative and the Administrator shall employ, discharge, or otherwise manage employees of the Cooperative in accordance with said personnel policies.

9. **LONG RANGE PLAN AND BUDGET:** A long range plan shall be developed by the Administrator in coordination with the Governing Board, and the Parties. The plan shall clearly indicate the role that each Party and its Participating Libraries shall have in the implementation of the plan. The plan shall be updated yearly by the Administrator in coordination with the Governing Board, and Parties

There shall be a single Cooperative budget for library service to the residents of the legal service area to meet the criteria to qualify for State Aid to Libraries that funds must be expended centrally. The fiscal year of the Cooperative shall commence on October 1st and end on September 30th, and the budget shall be developed for each fiscal year. The Governing Board shall have sole authority to adopt or amend any budget.

The budget shall incorporate an annual plan of service and shall reflect the long range plan. It shall be developed by the Administrator in coordination with the Parties.

The annual plan of service and budget shall include and take into account funds received and expended by member Parties and the Cooperative, aid received from the state and federal governmental sources, and all other revenues received to provide library service.

The Parties may maintain their current library practices, and nothing herein shall be deemed to dictate any policy or practice for any of the Parties.

10. PURCHASING AND PROPERTY: Purchases shall be made by the Administrator in accordance with the Cooperative's budget, long range plan, and purchasing policies then in effect, as approved by the Governing Board. Cooperative checks shall be issued by the Cooperative from invoices forwarded and approved by the Administrator and Governing Board. In the early stages of organization and development, the Host Party may provide payroll, accounting and other services, for which it will be reimbursed upon request, upon approval by the Governing Board.

Any Party may pay funds to the Cooperative to support activities carried out by the Cooperative on behalf of that Party or simultaneously for multiple Parties. Where activities or positions are shared among more than one Party, the Parties may allocate costs among themselves in an equitable manner. Any one or more public libraries operated by the Parties may combine monies with each other through the Cooperative.

The Cooperative may own or lease real property for its operations, and may pay such costs out of any Cooperative funds. Materials and equipment purchased from Cooperative funds shall remain the property of the Cooperative. The Cooperative may designate any such materials and equipment to be circulated and used among Participating Libraries operated by the Parties, but shall remain property of the Cooperative; provided, however, that the Governing Board may transfer assets of the Cooperative, other than cash, to the Parties for use in Participating Libraries.

Materials and equipment purchased with a Party's Operating or Equalization State Aid or any funds other than from the Cooperative intended for expenditure on library services within a Party's legal service area shall be deemed the property of the Party and must be expended within its legal service area.

Maintenance, sale or lease of real property owned by a Party shall be that Party's responsibility; provided, however, that such expenses may be reimbursed by the Cooperative upon Governing Board approval where the property is used for Cooperative operations. While any Party may transfer monies or property to the Cooperative, in the absence of an express transfer thereof, nothing in this Agreement shall be deemed to effect any transfer of monies or other property of a Party to the Cooperative.

11. GIFTS, GRANTS, ASSISTANCE AND BEQUESTS: The Cooperative shall be entitled to apply for or receive gifts, grants and bequests of monies and property. All such monies and properties granted to the Cooperative, including Multicounty State Aid, shall go directly to and shall be the property of the Cooperative, subject to the

termination provisions herein. The Cooperative shall have exclusive authority to make claims or applications for federal and other grants on behalf of the Cooperative.

12. **LIABILITIES:** The Cooperative and the Governing Board shall have the authority to procure liability and other insurance for such purpose and in such coverages and amounts as the Governing Board shall deem appropriate. However, the execution and performance of this Agreement (including, but not limited to, the procurement of insurance) shall not be construed to waive any immunity accruing under applicable law to the Cooperative, to the Parties, to the members of the Governing Board, to the Administrator, to any employee of the Cooperative, or to any other person or entity, in whole or in part.

13. **MISCELLANEOUS:** This Agreement shall constitute the entire agreement of the parties hereto and of the Cooperative, and there are no promises, covenants, representations, or warranties among the Parties other than those set forth herein. This Agreement shall be binding upon the parties and their successors in interest, in accordance with its terms. No modification or amendment of the Agreement shall be binding or valid unless in writing, approved by each of the governing bodies of the Parties and by the Governing Board, and executed by each of the Parties and the Governing Board after due approvals have been obtained in the manner prescribed by law.

14. **TERM OF AGREEMENT:** The term of this Agreement shall commence and be effective on the date fully executed and filed with the clerks in the respective Parties' jurisdictions, provided its execution has been approved as required by law by the Parties. It shall remain in effect until terminated in accordance with the provisions of this Agreement or otherwise by operation of law.

15. **WITHDRAWAL AND TERMINATION:** Any Party may withdraw from the Cooperative, and withdrawal shall terminate the withdrawing Party's rights and responsibilities under this Agreement. A party desiring to withdraw shall deliver unequivocal written notice thereof to the Governing Board and to the other Parties. Such notice shall include or attach evidence that the Party has, in the manner required by law, approved withdrawal and termination. Withdrawal and termination of the Party's participation in the Cooperative shall be effective on the October 1st that is not less than 365 days after the giving of notice as herein required.

16. **DISSOLUTION OF COOPERATIVE:** The Cooperative may be dissolved upon the agreement of all member Parties, in compliance with applicable state and federal laws, and such agreement to dissolve the Cooperative shall terminate this Agreement as to all matters except the wrapping up of the Cooperative's affairs. Dissolution shall be deemed to occur on the October 1st next following the termination of this Agreement.

Upon dissolution, all funds of the Cooperative received from Multicounty State Aid shall revert to the State Library, except that State Aid operating or equalization funds intended for the benefit of a Party shall be distributed to that Party or, if law so requires,

returned to the State Library. All other funds and properties of the Cooperative shall, upon dissolution, be distributed among the Parties in a manner to be determined by the Governing Board.

Upon dissolution, no Party shall be required or deemed to assume any liability of the Cooperative or any other Party as a result of dissolution.

17. **DISPUTE RESOLUTION:** Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the Parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure that may be followed, with the affected Parties' consent, in the event any controversy or dispute should arise out of, or relating to this Agreement or relating to any changes or addendums to this Agreement.

If a dispute develops between one or more of the Parties to this Agreement, the affected Parties may, with the consent of all Parties so affected by the dispute, submit to non-binding mediation to address any controversy or claim arising out of, or relating to this Agreement or addendums to this Agreement.

In the event the affected Parties elect to submit to non-binding mediation, those Parties shall utilize a mutually agreed-upon Circuit Court Mediator certified by the State of Florida. All Parties electing to participate in mediation shall share the cost of the dispute resolution process equally, although personal attorneys and witnesses or specialists are the direct responsibility of each Party and their fees and expenses shall be the responsibility of the individual Parties.

If the dispute is between Parties that are governmental entities that are subject to the provisions of Chapter 164, Fla. Stat., the Florida Government Conflict Resolution Act, then the applicable procedures such Act shall be followed.

Nothing contained in this section shall prohibit Parties from resolving disputes using any legally available alternative dispute resolution process, should the Parties affected by a dispute elect to do so.

18. **FISCAL RESPONSIBILITY:** The Governing Board shall procure an annual independent audit of all funds administered by the Cooperative, all funds administered by the Administrator, all funds administered by the Governing Board, and all funds claimed as expended centrally for State Aid purposes. The audit shall be presented to each Party and to the Governing Board to qualify for the State Aid to Libraries Program. The Administrator shall further furnish a written monthly report to each Governing Board member and to each Party which details and explains, as necessary, the use and expenditure of funds under the control of the Cooperative, as well as the progress in carrying out the Long Range Plan. Reports shall include fiscal expenditures of date, expenditures per current month, and the balance for the fiscal year.

19. APPROPRIATION AND USE OF COUNTY FUNDS: There is reserved to each Party the sole and exclusive discretion to determine the amount of annual appropriations, if any, from County revenues that shall be contributed to the Cooperative. However, no party is required to contribute funds or property to the Cooperative.

20. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Florida, as from time to time in effect. If any provision of this Agreement shall contravene or conflict with law, the provision shall be deemed amended to conform with law.

21. NOTICES: For all purposes herein, notice shall mean written notice sent by certified mail, return receipt requested, properly addressed and posted, or by commercial courier service, to the addresses shown below. Notice shall be effective only upon actual receipt by the addressee, but written response to or acknowledgment of a notice received shall constitute a waiver of any defect in the manner notice was given. A copy of every notice given under this Agreement must be sent to the other Parties, the Administrator and to the Chairperson of the Governing Board. Notices required or permitted under this Agreement shall be delivered to:

If to Alachua County Library District:
Chair, ACLD Governing Board
401 East University Avenue
Gainesville, FL 32601

With a copy to:
Sol Hirsch, Library Director
401 East University Avenue
Gainesville, FL 32601

If to Levy:
Chair, Board of County
Commissioners, Levy County
355 S. Court St.
Bronson, FL 32621

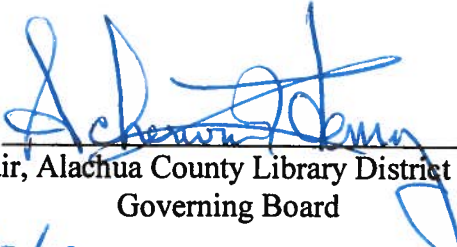
With a copy to:
Library Director
612 E. Hathaway
Bronson, FL 32621

If to Putnam:
Chairperson, Board of County
Commissioners, Putnam County
2509 Crill Ave.
Palatka, FL, 32177

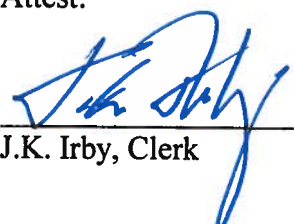
If to the Administrator:
To the Administrator at the offices
Of the Cooperative

EXECUTED AND ATTESTED ON THE DATES BELOW WRITTEN:

ALACHUA COUNTY LIBRARY DISTRICT

By: 
Vice Chair, Alachua County Library District
Governing Board

9/2/10
Date

Attest: 
J.K. Irby, Clerk

(SEAL)

Approved as to Form: 
County Attorney

LEVY COUNTY, FLORIDA

By: 
Chair, Board of County Commissioners

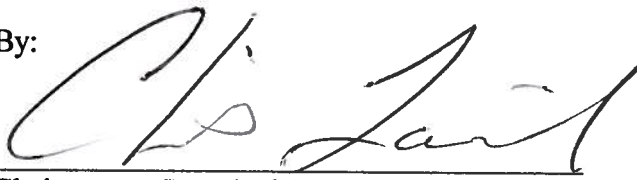
9/7/2010
Date

Attest: 
Clerk of Court

9-7-10
Date

Approved as to form and legal sufficiency: 
County Attorney

PUTNAM COUNTY, FLORIDA

By: 
Chairperson, Board of County Commissioners

8/25/10
Date

Attest: 
Clerk of Court

8.25-10
Date