

NEW RIVER PUBLIC LIBRARY COOPERATIVE

INTERLOCAL AGREEMENT

THIS AGREEMENT is effective on the date fully executed by and among BAKER COUNTY, BRADFORD COUNTY, AND UNION COUNTY, each a political subdivision of the State of Florida.

WHEREAS, applicable Florida law and regulations provides for the entry by the Counties into a cooperative arrangement for providing of services to the Counties' residents; and

WHEREAS, Baker County, as defined in Chapter 1B2 FAC, is designated as the single library administrative unit to provide free library service to its residents; and

WHEREAS, Bradford County, as defined in Chapter 1B2 FAC, is designated as the single administrative unit to provide free library services to its residents; and

WHEREAS, Union County, as defined in Chapter 1B2 FAC, is designated as the single library administrative unit to provide free library service to its residents; and

WHEREAS, each of the aforesaid Counties has determined that it is in the best interests of the residents of the Counties that they enter into this agreement to implement and administer a multicounty library cooperative to be known as the New River Public Library Cooperative; and

WHEREAS, each of the Counties has determined, as a matter of fact, that their entry into this arrangement will enable the provision of library services which would otherwise be unavailable under current and future anticipated funding mechanisms;

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE: The Counties enter into this agreement for the purpose of establishing a multicounty library cooperative to be known as the New River Public Library Cooperative, to provide unified library services. In particular, it is the express purpose of the Agreement and of the Counties to provide for the coordination of library service throughout the legal service areas of the Counties; to provide for equal access to public library service to all residents of the legal service areas of the Counties; and to formulate and implement consistent and uniform plans, programs, policies, and procedures in the operation, maintenance, and development of library service throughout the legal service areas of the Counties.

2. DEFINITION OF TERMS:

a) "County" shall mean any county of the State of Florida, as defined in Florida Statutes Chapter 7.

b) "Baker" shall mean Baker County, Florida, a political subdivision of the State of Florida.

c) "Bradford" shall mean Bradford County, Florida, a political subdivision of the State of Florida.

d) "Union" shall mean Union County, Florida, a political subdivision of the State of Florida.

e) "The Counties" shall mean each and all of the above subdivisions, acting together.

f) "The Multicounty Library" shall mean the New River Public Library Cooperative as established pursuant to this agreement.

g) "Legal Service Area" shall mean the area of the combined counties in the New River Public Library Cooperative.

h) "The Governing Board" shall mean the governing body of the New River Public Library Cooperative, as established and empowered pursuant to the Agreement.

i) "The Multicounty Library Advisory Board" shall mean the board empowered to make recommendations to the Governing Board.

j) "Single Administrative Head" shall mean the central administrator of the New River Public Library Cooperative.

k) "Host County" shall mean the County where services are administered by the New River Public Library Cooperative. The Host County shall be Union County. The location of the Administrative Office of the New River Public Library Cooperative shall be located in Union County.

3. MODIFICATIONS: This agreement shall constitute the entire agreement of the parties hereto and of the New River Public Library Cooperative. There are no promises, representations, or warranties 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 Counties and by the Governing Board, and executed on behalf of each of the Counties and the Governing Board.

4. TERM OF AGREEMENT: The term of this Agreement shall commence and be effective on the date fully executed, and shall remain in effect unless revised or terminated in accordance with the provisions of the Agreement.

5. WITHDRAWAL OR TERMINATION: This agreement shall remain continuing and in full force and effect from the effective date herein until any member County or Library withdraws herefrom. Any member County or Library may withdraw from the New River Public Library Cooperative established by the Agreement, and therefore terminate its rights and responsibilities under the Agreement by giving written notice of withdrawal and termination to the Governing Board and to each member County on or before April 1 prior to the October 1 anniversary date of this contract. It is the intention hereof that any withdrawal hereunder shall be effective only on October 1 following notice thereof on or before the preceding April 1.

Upon withdrawal or termination of the Agreement by any member County or library (whether early termination or otherwise), all multicounty federal grant real property and equipment over \$500 shall remain the property of the New River Public Library Cooperative, and reverts to the State Library if the New River Public Library Cooperative ceases to exist.

Materials and equipment purchased from multicounty funds shall remain the property of the New River Public Library Cooperative. Materials and equipment purchased with local state aid operating or state aid equalization funds shall be the property of the local library, even if expended centrally. Maintenance, sale or lease of real property shall be the responsibility of the local library. The New River Public Library Cooperative may designate some materials and equipment to be circulated among the member libraries.

6. ADDITION OF NEW MEMBERS: Any non-member County may apply to become a party to this Agreement and a member of the New River Public Library Cooperative. Membership in the New River Public Library Cooperative may be granted upon approval of the member Counties and upon execution and delivery of a counterpart original of the Agreement then in force. Upon satisfaction of both of these conditions, the proposed new member County shall become a party to the Agreement and a member of the New River Public Library Cooperative effective the next succeeding October 1, subject to all the provisions and obligations, and entitled to all privileges and rights, accorded to all of the Counties under the Agreement.

7. NATURE OF ADMINISTERING ENTITY: The New River Public Library Cooperative shall be administered by the Single Administrative Head and governed by a board of directors known as the New River Public Library Cooperative Governing Board. The Board shall consist of two County Commissioners from each member County appointed by the Chairman of the Board of County Commissioners of that County. Two citizens from each County appointed by the County Commission from a list of candidates recommended by the local library advisory board shall serve as the Multicounty Library

Advisory Board. Candidates shall be registered voters in their County. Upon termination of the Agreement and withdrawal from the New River Public Library Cooperative by a member County, the appointees designated by the member County to the New River Public Library Cooperative shall no longer be members of the Governing Board. Upon addition of a new member County to the New River Public Library Cooperative, that County shall appoint two Governing Board members and two members to the Multicounty Library Advisory Board, similarly qualified. Alternates to the Governing Board may be appointed by each Board of County Commissioners, similarly qualified. The New River Public Library Cooperative Governing Board shall administer this Agreement.

8. POWERS AND AUTHORITY: The New River Public Library Cooperative Governing Board is hereby empowered to take such collective action as is reasonable or appropriate to achieve the purposes set forth in section one (1) above. 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 obligation (provided that the debts, liabilities, or obligations of the New River Public Library Cooperative and the Governing Board shall not constitute the debt, liability, or obligations of any member County except to the extent that it is assumed in writing by the member County in a separate instrument.) The Governing Board shall have the exclusive authority to hire, discharge, and set all conditions of employment of the Single Administrative Head, subject to the provisions of this Agreement. The Governing Board shall have the authority to set policy, adopt plans, and adopt budgets for the New River Public Library Cooperative and to enter into collateral contracts on behalf of the Library Cooperative.

Neither the Governing Board nor the Single Administrative Head shall have the power to bind or commit any County in any way.

9. STAFFING: The Single Administrative Head shall be hired by the Governing Board. The position, Single Administrative Head, shall be filled through a competitive process under procedures and guidelines to be established by the Governing Board. Said procedures and guidelines shall include recommendations from the Multicounty Library Advisory Board.

The Single Administrative Head shall be the head of the New River Public Library 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.

The Governing Board may establish any other qualifications for the Single Administrative Head. The Single Administrative Head shall be an at-will employee of the

New River Public Library Cooperative and shall serve at the pleasure of the Governing Board.

10. **POWERS, DUTIES, AND RESPONSIBILITIES OF THE SINGLE ADMINISTRATIVE HEAD:** The following activities shall be carried out by the Single Administrative Head for all library outlets under the plans, policies, and budgets adopted by the Multicounty's Library Governing Board, and they may not be delegated through interlocal agreements, or other service agreements: development of a single Long Range Plan for all library outlets for adoption by the Governing Board; development of a single Annual Plan of Service and a Budget for adoption by the Governing Board, development of library policies for adoption by the Governing Board, including consistent policies that guide public service provided by all library outlets; implementation of the Long Range Plan, the Annual Plan of Service and a Budget, and the policies adopted by the Governing Board; preparation of reports on behalf of the library as required by the Division of Library and Information Services; development and implementation of automated systems that provide system-wide access to materials, programs, and services; development and implementation of the collective development and management program for all library collections; development and implementation of library programs and services that are planned and provided for two or more outlets; maintenance and expenditure of state and federal grants and other funds designated to be expended by the Governing Board; development of personnel policies for approval by the Governing Board; and hiring, evaluation, and discharge of staff of the New River Public Library Cooperative in accordance with said personnel policies.

11. **ADDITIONAL EMPLOYEES:** The Governing Board may utilize the services and procedures of the Host County. The Governing Board shall set positions and salary structure for employees of the New River Public Library Cooperative and the Single Administrative Head shall employ, discharge, or otherwise manage employees of the New River Public Library Cooperative in accordance with said personnel policies.

12. **LONG RANGE PLAN FOR LIBRARY SERVICES:** A Long Range Plan shall be developed by the Single Administrative Head in coordination with New River Public Library Cooperative Governing Board, Multicounty Library Advisory Board, participating libraries, and local governments. Said plan shall be adopted by the Governing Board upon recommendation of the Multicounty Library Advisory Board. The plan shall clearly indicate the role that each participating local government and its library shall have in the implementation of the plan. The plan shall be updated yearly by the Single Administrative Head in coordination with the Governing Board, Multicounty Library Advisory Board, participating libraries, and participating local governments.

All other authority with respect to funding of the plan and of any other New River Public Library Cooperative program or expenditure from county revenues shall lie solely with each County and its Commission. However, there shall be a single budget for library service to the residents of the legal service area of the Counties to meet the criteria for expending funds centrally. The Budget shall be developed along a fiscal year ending

on September 30 of each calendar year. The Governing Board shall have final authority over the Budget (subject to the authority for funding reserved above to the Counties).

That Budget shall incorporate an annual Plan of Service and the Budget shall reflect the Long Range Plan. It shall be developed by the Single Administrative Head in coordination with the participating local governments and their libraries, and Multicounty Library Advisory Board. The budget shall be adopted by the Governing Board of the New River Public Library Cooperative. The Annual Plan of Service and a Budget shall include and take into account funds received and expended by member Counties and the New River Public Library Cooperative, aid received from the state and federal governmental sources, and all other revenues received to provide library service.

13. PURCHASING: Purchases shall be made by the Single Administrative Head in accordance with approved budget, long range plan, and purchasing policy, and approved by the Governing Board. New River Public Library Cooperative checks shall be issued by the Host County from invoices forwarded and approved by the Single Administrative Head and Governing Board.

Member libraries may maintain their current practices. They may combine moneys with other member libraries through the New River Library Cooperative.

Funds may be paid to the New River Public Library Cooperative from participating local Counties to support activities carried out by the New River Public Library Cooperative on behalf of the participating local governments. Shared activities or positions may be paid for by each library contributing to the central administrative unit on a pay schedule determined by the participating parties.

14. ACCEPTANCE OF GIFTS, GRANTS, ASSISTANCE, FUNDS, OR BEQUESTS: The New River Public Library Cooperative shall be entitled to apply for or receive gifts, grants, funds, or bequests. All such moneys, property or other funds granted to the New River Public Library Cooperative shall be the property of the New River Public Library Cooperative (subject to the termination provisions set forth above in section number (5) five). All such moneys, property, or other funds granted to a County shall remain and be the property of the County; operating or equalization grants may go directly to the County, if it so chooses. The New River Library Cooperative shall serve as the agent for the Counties for the making of claims or applications for federal grants administered by the State Library of Florida or State Aid. Multicounty State Aid shall go directly to the New River Public Library Cooperative for expenditure.

15. LIABILITIES: The New River Public Library 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 the Agreement and the provisions hereof (including, but not limited to, the procurement of insurance) shall not be construed in any fashion or to any extent to waive any immunity accruing under applicable

law to the New River Public Library Cooperative, to the Counties, to the members of the Governing Board, to the Single Administrative Head, to any employee of the New River Public Library Cooperative, or to any other person or entity.

16. **MEDIATION:** In the event that a dispute arises between any member County and any other member County, the New River Public Library Cooperative, the Single Administrative Head, or the Governing Board, with respect to the rights or responsibilities of the Counties, the New River Public Library Cooperative, or the Governing Board under this agreement or otherwise as related to the New River Public Library Cooperative or its activities or purposes, that dispute shall be mediated by a library professional from another disinterested library chosen by the State Library consultant staff. If a mediated agreement cannot be reached, the aggrieved party(s) may pursue legal resource.

17. **FISCAL RESPONSIBILITY:** The Governing Board shall procure an annual independent audit of all funds administered by the New River Public Library Cooperative, all funds administered by the Single Administrative Head, 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 member county and to the Governing Board members to qualify for the State Aid to Libraries Program. In addition, each member County shall provide a copy of each county audit (as it relates to library functions) to the Governing Board and the Single Administrative Head. The Single Administrative Head shall further furnish a written monthly report to each Governing Board member and to each County regarding the use and expenditure of funds under the control of the New River Public Library Cooperative and 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. Each member County shall provide the Single Administrative Head with a similar monthly report containing the same items.

18. **APPROPRIATION OF COUNTY FUNDS:** There is reserved to each County the sole and exclusive discretion to determine the amount of annual appropriations, if any, from County revenues and other sources to the New River Public Library Cooperative and the Governing Board. Subject to that reservation, each County agrees to expend funds in accordance with the New River Public Library Cooperative Long Range Plan, and the Annual Plan of Service and the Budget. In addition, County funds for the support, operation, and maintenance of each County library shall be used in accordance with specific standards for hours of service, staffing, facilities, and other basic components of library service established by the Long Range Plan and the Annual Plan of Service and the Budget. The Governing Board shall have authority for the approval of the New River Public Library Cooperative single budget.

19. DISSOLUTION OF COOPERATIVE: The New River Public Library Cooperative may be dissolved upon the mutual agreement of all member counties, provided, however, that such dissolution shall be in compliance with all state and federal laws. In the event of such dissolution, to the extent permitted by law, no member county shall be required to assume any liability as a result of such dissolution.

20. NOTICE: For all purposes herein, notice shall mean written notice sent by certified mail return receipt, properly addressed and posted, to the addresses shown herein. Alternatively, notice may be by personal delivery. Notice shall be effective only upon actual receipt. For the purpose of this Agreement, the address of the parties shall be:

Chairperson, Board of County Commissioners, Baker County
55 North 3rd Street
McClenny, FL 32063

Chairperson, Board of County Commissioners, Bradford County
945 North Temple Street
Starke, FL 32091

Chairperson, Board of County Commissioners, Union County
55 West Main Street, Room 103
Lake Butler, FL 32054

EXECUTED THE DATES BELOW WRITTEN:

BAKER COUNTY, FLORIDA

By:

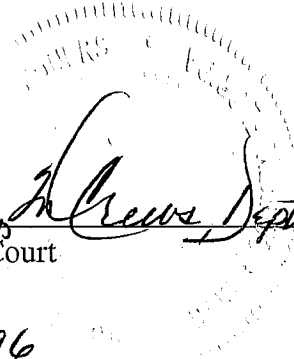
Arthur Carter
Chairperson, Board of County Commissioners

4/15/96
Date

Attest:

Shirley M. Crews, Deputy
Clerk of Court

4/15/96
Date



BRADFORD COUNTY, FLORIDA

By:

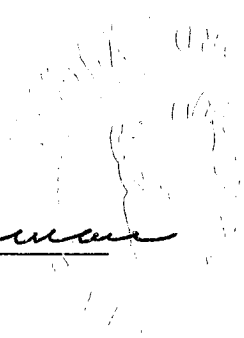
Arthur Gaskins
Chairperson, Board of County Commissioners

5-24-96
Date

Attest:

Ray Johnson
Clerk of Court

5-24-96
Date



UNION COUNTY, FLORIDA

By:

M. Wayne Smith
Chairperson, Board of County Commissioners

4/22/96
Date

Attest:

Regina H. Parrish
Clerk of Court

4/22/96
Date