

WILDERNESS COAST PUBLIC LIBRARIES INTERLOCAL AGREEMENT

THIS AGREEMENT is effective on the 30th day of September, 1995, among WAKULLA COUNTY, JEFFERSON COUNTY, AND FRANKLIN COUNTY, each a political subdivision of the State of Florida.

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

WHEREAS, Wakulla County as defined in Chapter 1B2 F. A. C. is designated as the single library administrative unit to provide free library service to its residents; and

WHEREAS, Jefferson County as defined in Chapter 1B2 F. A. C. is designated as the single library administrative unit to provide free library services to its residents; and

WHEREAS, Franklin County is defined in Chapter 1B2 F. A. C. is designated as the single library administrative unit to provide free library service to its residents; and

WHEREAS, Wilderness Coast Public Libraries is a special independent district pursuant to Florida Statute 189 and is therefore subject to the rules and regulations therein; and

WHEREAS, each of the Counties has determined that it is in the best interest of the residents of the Counties that they enter into this agreement to implement and administer a multicounty library system; 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, 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 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) "Wakulla" shall mean Wakulla County, Florida, a political subdivision of the State of Florida.

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

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

- d) "The Counties" shall mean each and all of the above subdivisions, acting together.
- e) "The Multicounty Library" shall mean Wilderness Coast Public Libraries as established pursuant to this agreement.
- f) "The Governing Board" shall mean the governing body of Wilderness Coast Public Libraries, as established and empowered pursuant to the Agreement.
- g) "County" shall mean any county of the State of Florida, as defined in Florida Statutes Chapter 7.
- h) "Single Administrative Head" shall mean the central administrator of the Wilderness Coast Public Libraries.
- I) "Legal Service Area" shall mean the area of the combined counties in the Multicounty Library.
- j) "Host County" shall mean the County where the Administrative Office of Wilderness Coast Public Libraries is located, and which services are employed by the Multicounty Library. The Host County shall be Wakulla County.
- k) Wilderness Coast Public Libraries is a "Registered Office" at the Department of Community Affairs.

3. MODIFICATIONS: This agreement shall constitute the entire agreement of the parties hereto and of Wilderness Coast Public Libraries. 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. EFFECTIVE DATE: The term of the this agreement shall commence and be effective on October 1, 1995, 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 multicounty library 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 the May 1st prior to the September 30th anniversary date of this contract. Under no circumstances shall any withdrawal be effective until the succeeding September 30th date.

Upon withdrawal or termination of the Agreement by any member County or library (whether early termination or otherwise), all multicounty Library Services and Construction Act grant, real property and equipment over \$500 belongs to Wilderness Coast Public Libraries, and reverts to the State Library if Wilderness Coast Public Libraries ceases to exist, by federal law.

Materials and equipment purchased from multicounty funds shall remain the property of the Wilderness Coast Public Libraries. Materials and equipment purchased from local, operating or equalization funds remain the property of the local library, even if expended

centrally. Maintenance, sale or lease of the real property shall be the responsibility of the owning entity. The entity may designate some materials and equipment to be circulated among the member libraries.

6. ADDITION OF NEW MEMBERS: Any non-member County may become a party to the Agreement and a member of Wilderness Coast Public Libraries upon approval of the member Counties and upon execution and delivery of a counterpart original of the Agreement (as then in force), each of which conditions must be satisfied prior to May 1 of a given calendar year. Upon satisfaction of both of these conditions, the proposed new member County shall become a party to the Agreement and a member of Wilderness Coast Public Libraries effective the next succeeding October 1, subject to all the provisions and obligations, and entitled to all privileges and rights, accruing to all of the Counties under the Agreement.

7. NATURE OF ADMINISTERING ENTITY: Wilderness Coast Public Libraries shall be administered and governed by a board known as the Wilderness Coast Public Libraries Governing Board. The Board shall consist of two members for each County which is a party to the Agreement. One member shall be a County Commissioner, or someone appointed by the County Commissioners from each County. The second member will be appointed by the library advisory board with the library director from each County. Library directors shall be ex-officio, non-voting members of the Governing Board. The voting Governing Board members shall be registered voters from the respective Counties. One member shall serve initially from October 1, 1992 until September 30, 1994, and the other of which shall serve initially from October 1, 1992 until September 20, 1995. Thereafter, each County shall appoint successor members having the same qualifications to staggered terms. Upon termination of the Agreement and withdrawal from Wilderness Coast Public Libraries by a member library, the appointees designated by that County shall no longer be members of the Governing Board. Upon addition of a new member County to Wilderness Coast Public Libraries, that County shall appoint two Governing Board members similarly qualified under above staggered term service.

The Wilderness Coast Public Libraries Governing Board of Directors will administer this Agreement.

8. POWERS AND AUTHORITY: The Wilderness Coast Public Libraries 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 obligations (provided that the debts, liabilities or obligations of Wilderness Coast Public Libraries and the Governing Board shall not constitute the debt, liability, or obligation 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 has the exclusive authority to hire, discharge, and set all conditions of employment of the Single Administrative Head, subject to the provisions of the Agreement. The Governing Board shall have the authority to set policy, adopt plans, and adopt budgets for the Wilderness Coast Public Libraries and to enter into collateral contracts on behalf of the Library.

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 Single Administrative Head shall be the head of the Wilderness Coast Public Libraries, and shall have the following minimum qualifications: a Master of Library Science degree from an ALA 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.

The Governing Board may establish any other qualifications.

The Single Administrative Head shall be an at-will employee of Wilderness Coast Public Libraries and shall serve at the pleasure of the Governing Board. The Governing Board shall set positions and salary structure, and the Single Administrative Head shall employ and engage employees of Wilderness Coast Public Libraries.

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 Library's 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 library's governing body; development of a single Annual Plan of Service and Budget for adoption by the library's governing body; development of library policies for adoption by the library's governing body, including consistent policies that guide public service provided by all library outlets; implementation of the Long Range Plan, the Annual Plan of Service and Budget, and the policies adopted by the governing body; preparing reports on behalf of the library as required by the Division of Library and Information Services, and the Department of Commerce of the State of Florida; development and implementation of automated systems that provide library-wide access to materials, programs, and services; development and implementation of the collection 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; maintain and expend both components of multicounty grants, LSCA grants, and other funds designated to be expended by the multicounty administration; and hire, evaluate, and discharge staff of the Wilderness Coast Public Libraries.

11. ADDITIONAL EMPLOYEES: The Governing Board may utilize the services and procedures of the Host County, except that the employing and engaging of employees, and the setting positions and salary structure of the Multicounty Library shall be determined by the Governing Board of the Wilderness Coast Public Libraries. The Single Administrative Head shall employ, discharge, or otherwise manage the Wilderness Coast Public Libraries employees. Transferring necessary personnel will be determined by the Single Administrative Head with approval from the Governing Board.

12. LONG RANGE PLAN FOR LIBRARY SERVICES: The Long Range Plan was developed by the Single Administrative Head in coordination with the Wilderness Coast Public Libraries Governing Board, participating libraries, and local governments. The Plan was adopted by the Governing Board of Wilderness Coast Public Libraries. The Plan clearly indicates the role that each participating local government and its library shall have in the implementation of the Plan. The Long Range Plan will be maintained through a yearly update by the Single Administrative Head in coordination with the Governing Board, participating libraries, and local governments.

All authority with respect to funding of the Plan and of any other Wilderness Coast Public Libraries program or expenditure from County revenues shall lie solely with the 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 Budget and 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 shall be adopted by the Governing Board of Wilderness Coast Public Libraries.

The Annual Plan of Service and Budget shall include and take into account funds received from and expended by member Counties and Wilderness Coast Public Libraries, 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 and approved by the Governing Board. Wilderness Coast Public Libraries' checks are issued by the Host County from invoices forwarded and approved by the Single Administrative Head.

Member libraries may maintain their current practices. They may combine monies with other member libraries through Wilderness Coast Public Libraries.

Funds may be paid to Wilderness Coast Public Libraries from participating local Counties to support activities carried out by Wilderness Coast Public Libraries on behalf of the participating local governments. Shared activities or positions such as a children's librarian, a bookmobile driver, or central book purchasing for larger discounts 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: Wilderness Coast Public Libraries shall be entitled to apply for or receive gifts, grants, funds, or bequests. All such moneys, property or other funds granted to Wilderness Coast Public Libraries shall be the property of Wilderness Coast Public Libraries (subject to the termination provisions set forth above in section number five [5]). All such monies, 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. Wilderness Coast Public Libraries shall serve as the agent for the Counties for the making of claims or applications for federal or State Aid payable to the Wilderness Coast Public Libraries. Multicounty State Aid goes directly to Wilderness Coast Public Libraries for expenditure.

15. LIABILITIES: Wilderness Coast Public Libraries and the Governing Board shall have the authority to procure liability and other insurance for such purposes and in such coverage's and amounts as the Governing Board shall deem appropriate from time to time. 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 Wilderness Coast Public Libraries, to the Counties, to the members of the Governing Board, to the Single Administrative Head, to any employee of the Multicounty Library, or to any other person or entity.

16. MEDIATION: In the event that any dispute arises between any member County and any other member County, the Multicounty Library, the Single Administrative Head, or the Governing Board, with respect to the rights or responsibilities of the Counties, Multicounty

Library, or the Governing Board under the agreement or otherwise as related to Wilderness Coast Public Libraries 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. The mediation is not binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourse.

17. FISCAL RESPONSIBILITY: The Governing Board shall procure an independent audit annually of all funds administered by Wilderness Coast Public Libraries or the Single Administrative Head or the Governing Board and all funds claimed as expended centrally for State Aid purposes, which audit shall be prepared and presented to each member County, to the Governing Board members, the Special Districts Division of the Department of Community Affairs, and 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 member County regarding the use and expenditure of funds under the control of Wilderness Coast Public Libraries and the progress in carrying out the Long Range Plan. Reports shall include fiscal expenditures to 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 from County revenues and other sources to Wilderness Coast Public Libraries and the Governing Board. Subject to that reservation, each County agrees to expend funds in accordance with the Wilderness Coast Public Libraries Long Range Plan, and the Annual Plan of Service and 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 Budget. The Governing Board shall have authority for the approval of the Multicounty single budget which will include each County library budget to be in accordance with the provisions of the Agreement.

19. NOTICE: For all purposes thereunder, notice shall mean written notice sent by certified mail return receipt, properly addressed and posted, to the addresses shown herein. Notice shall be effective only upon actual receipt. Alternatively, personal delivery to the chairperson of the Commission of a particular County shall constitute effective delivery of notice. For the purpose of the Agreement, the addresses of the parties shall be:
Wakulla County Commissioners, P.O. Box 123, Crawfordville, FL 32326-0337;
Jefferson County Commissioners, Jefferson County Courthouse, Monticello, Florida 32344;
Franklin County Commissioners, P.O. Box 340, Apalachicola, Florida 32329-0340;
Wilderness Coast Public Libraries, P.O. Box 1538, Crawfordville, FL 32326.

EXECUTED THE DATES BELOW WRITTEN:

WAKULLA COUNTY, FLORIDA

BY:



CHAIRPERSON

DATED: 9-18-95

FRANKLIN COUNTY, FLORIDA

BY: *[Signature]*
CHAIRPERSON

DATED: Sept. 19, 1995

JEFFERSON COUNTY, FLORIDA

BY: *[Signature]*
CHAIRPERSON

DATED: Sept. 21, 1995