

Three Rivers Regional Library System

THIS INTERLOCAL AGREEMENT, made and entered into this 1st day of December 2014, A.D. 2014, by and between Dixie County, a political subdivision of the State of Florida; Gilchrist County, a political subdivision of the State of Florida; Lafayette County, a political subdivision of the State of Florida; and Taylor County, a political subdivision of the State of Florida; hereinafter collectively referred to as the "Counties", hereby amending any and all previous Interlocal Agreements and Amendments thereto regarding Three Rivers Regional Library System Interlocal Agreement entered into by Dixie, Gilchrist, Lafayette and Taylor Counties, and provisions for the addition of other counties as a part of the Three Rivers Regional Library System, subject to all benefits and obligations thereto.

WITNESSETH:

WHEREAS, the Counties are authorized by Florida Statutes Section 163.01 (2010) to enter into interlocal agreements to cooperatively utilize the most efficient use of their powers on a basis of mutual advantage and to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of the Region encompassed by Dixie, Gilchrist, Lafayette and Taylor Counties; and

WHEREAS, the Counties, public agencies of this State, are authorized to exercise jointly with any other public agency of this State or the United States any power, privilege or authority which such agencies share in common and which might exercise separately; and

WHEREAS, a cooperative regional approach to library services without regard to political or governmental boundaries is necessary in order to promote and protect the public health and

welfare of the citizens of the Region; and

WHEREAS, it is in the best interest of the citizens of Dixie, Gilchrist, Lafayette and Taylor Counties that a single entity make all policies necessary in connection with the providing and the furnishing of library services in the Region; and

WHEREAS, since such an entity must have broad powers and responsibilities, it should be composed of members of the Boards of County Commissions of Dixie, Gilchrist, Lafayette and Taylor Counties and non elective members; and

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

NOW THEREFORE, for and in consideration of the mutual benefits to flow to the Counties and in consideration of the mutual covenants, promises and agreements herein contained, the Counties hereby agree with each other as follows:

SECTION 1: DEFINITIONS.

Whenever used in this Agreement, unless a different meaning clearly appears from the context:

(1) "Library Board" means the governing body of the Three Rivers Regional Library System, whose members are appointed by the respective Boards of County Commission of member counties.

(2) "Cooperative Library" means a public library or library system operated by a governing body designated by one or more eligible governmental entities to administer through a single administrative head, the common services for a group of self-governing libraries that have

joined together by formal agreement to share resources and to provide library services across their combined legal service area.

(3) "County" means a county which is a party to this Agreement. For purposes of this Agreement, any right or power which may be exercised by a County shall be exercised by the Board of County Commissioners of that County.

(4) "Counties" means Dixie County, Gilchrist County, Lafayette County and Taylor County, collectively.

(5) "Governing Body" means the Three Rivers Regional Library Board, which has the authority to administer the cooperative library through setting policies; adopting plans; adopting budgets; hiring the single administrative head of the cooperative; making expenditures; and entering into contracts on behalf of the library.

(6) "Library Director" means the single administrative head of the Three Rivers Regional Library System, with the responsibilities and authority as set forth herein. The Library Director shall have the following minimum qualifications: Completion of a Master of Library Science Degree from a library school program accredited by the American Library Association and shall have had at least two (2) years of successful, full time library experience, attained after the degree, in a public library unit open to the public at least 40 hours per week.

(7) "Library System", or Cooperative Library, means any plant, facility or property and additions, extensions and improvements thereto, at any time constructed or acquired as part thereof, useful or necessary or having the capacity for future use for libraries. It shall also include vehicles used in library services and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever, equipment, machinery,

furnishings, fixtures and replacements, relating to any such Library System and necessary or convenient for the operation thereof, including personnel, programs and services, under which the Library Board operates the library facilities.

- (8) "Member" means each individual county participating in this agreement.
- (9) "Person" means an individual, partnership, joint venture, private or public service company, agency, department, or entity of the United States government or of any state government, or any other agency, department or entity, public or private, however organized.
- (10) "Region" means the geographic area encompassed by Dixie, Gilchrist, Lafayette and Taylor Counties.
- (11) "Single Administrative Head" means library director or individual employed by Library Governing Board to be responsible for managing the library.

SECTION 2: PURPOSE OF AGREEMENT.

- (1) The purpose of this Agreement is to effectively, efficiently and economically provide library services within the Region.
- (2) The powers and purposes enumerated in this Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Region.
- (3) The Three Rivers Regional Library System shall build, construct or cause to be built or constructed, a Library System which complies with Federal and Florida law.
- (4) The Counties enter into this Agreement for the purpose of establishing a regional library system, 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 Region; to provide for equal access to free public library service to all residents of the Region; and

to formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance and development of library services throughout the Region.

SECTION 3: MEMBERSHIP, REPRESENTATION, QUORUM AND VOTING.

(1) Each County shall appoint one (1) County Commissioner and one (1) other person considering recommendations from the Friends of the Library from each county to be a member of the Library Board. Each County shall further designate one (1) County Commissioner to serve as an alternate member who shall act on behalf of any of its appointees unable to perform Library Board functions. In addition, the Clerk from each county shall serve alternating one (1) year terms. During the first year the Clerk from Dixie County shall serve on the Library Board, for the second year, the Clerk from Gilchrist County shall serve on the Library Board, in the third year, the Clerk from Lafayette County shall serve on the Library Board, in the fourth year, the Clerk from Taylor County shall serve on the Library Board. The year shall be deemed to mean the fiscal year beginning October 1 and ending September 30, and continuing yearly thereafter beginning each October 1 and ending each September 30. The Clerk from each County shall serve on an annual basis. Alternate members shall have the same rights, duties and responsibilities as Library Board members.

(2) A quorum for purposes of this Agreement shall consist of a minimum of five (5) members of the Library Board. Board members may attend via telephone, video conferencing or similar real-time electronic or video communication and this attendance will count towards quorum and the member's votes will count as if they were physically present.

(3) Each member shall serve until removed or replaced by his/her respective appointing County. Each County shall have appointments reviewed annually except for the Clerk

who shall serve as hereinabove specified.

(4) Annually, the members shall elect a chairman, vice chairman, and secretary-treasurer.

(5) Library Board Members may be reimbursed for travel expenses incurred in carrying out their duties in the same manner as state employees are reimbursed pursuant to Florida Statutes Section 112.061 (2010).

(6) The Library Board shall meet as often as it deems necessary to carry out the purposes of this Agreement, but will meet at least quarterly. Additional meetings shall be upon call of the chairman or any four (4) members.

SECTION 4: DURATION, WITHDRAWAL AND TERMINATION.

(1) The Library System shall continue in existence until it is dissolved. Upon an affirmative vote of at least three fourths (3/4) of the member Counties, the Library System may be dissolved.

(2) Any member County may withdraw from the Library System established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Library Board on or before May 1 prior to the September 30 effective date of termination.

(3) Upon withdrawal by any County, all real property and equipment purchased with Federal Grant funds and costing more than \$1,000.00 shall remain the property of the Library System.

(4) Upon termination of this Agreement all real property and equipment purchased

with Federal Grant funds and costing more than \$1,000.00 shall be the property of the successor organization to the Library System or if no successor organization is in existence, then it shall revert to the State Library according to federal law.

(5) Materials and equipment purchased with local, operating or equalization funds shall be the property of the local library for which they were purchased, even if purchased by the Library System. Maintenance, sale or lease of the real property shall be the responsibility of the owning entity.

(6) Upon withdrawal or termination of the Agreement by any County, all property and/or equipment acquired by the Library System with County funds shall (to the extent that ownership or possession vests or is vested in the Library System) belong to and vest in the County in which the property or equipment is located, and possession thereof shall likewise vest in that County. Likewise, all property and equipment acquired by the Library System with Federal Grant funds valued in excess of \$1,000.00 shall remain the property of the Library System so long as the Library System remains in existence.

SECTION 5: ADDITION OF NEW LIBRARIES.

The Three Rivers Regional Library System is a cooperative library system administered with the cooperation of each member county. Any member county wishing to include more than one library as part of the regional system will do so with the understanding that the county itself has the membership into the regional library system and not the individual libraries.

Any library within a participating member county may become a party to this Agreement, a part of their local county library organization, and a part of the Three Rivers Regional Library System upon approval by a majority vote of the Regional Governing Board and upon execution

and delivery of a counterpart original of the Interlocal Agreement (as then in force). The local county commission agrees to each of the following conditions prior to July 1 of a given calendar year:

- (1) Fully fund the operating budget of the new library as recommended by the Regional Governing Board for the first year of membership and commit to fund each of their county's libraries after the first year.
- (2) Provide free library service to all Three Rivers Regional Library System residents, and to other users as part of existing agreements.
- (3) Provide services in accordance with the Library System's Long Range Plan and Annual Plan of Service and Budget, and the policies adopted by the Regional Governing Board.
- (4) Agree to all other conditions as outlined in the Three Rivers Regional Library System's Administrative Policies and Procedures Manual as adopted by the Regional Governing Board.

Upon satisfaction of these conditions, the proposed new participating library shall become a party to the Agreement and a member of the Three Rivers Regional Library System effective the next succeeding October 1. The new library shall become a part of their local county's library organization. That county is subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the participating counties under the Agreement.

SECTION 6: ADDITION OF NEW COUNTIES

The Three Rivers Regional Library System is a cooperative library system consisting of Dixie, Gilchrist, Lafayette and Taylor Counties. Any county wishing to be a member of the Three Rivers Regional Library System shall make a formal request for admission. In order to be

accepted as a member of the Three Rivers Regional Library System, the request must be approved by unanimous vote of the then existing member counties.

The new member county commission agrees to each of the following conditions prior to July 1 of a given calendar year:

(1) Fully fund the operating budget of each of their county's libraries as recommended by the Regional Governing Board for the first year of membership and commit to fund each of their county's libraries after the first year.

(2) Provide free library service to all Three Rivers Regional Library System residents, and to other users as part of existing agreements.

(3) Provide services in accordance with the Library System's Long Range Plan and Annual Plan of Service and Budget, and the policies adopted by the Regional Governing Board.

(4) Agree to all other conditions as outlined in the Three Rivers Regional Library System's Administrative Policies and Procedures Manual as adopted by the Regional Governing Board.

Upon satisfaction of these conditions, the proposed new participating county shall become a party to the Agreement and a member of the Three Rivers Regional Library System effective the next succeeding October 1. The new member county is subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the participating counties under the Agreement.

SECTION 7: LIBRARY BOARD POWERS AND AUTHORITY.

(1) The Library Board shall have and possess all powers and authorities enumerated in Florida Statutes Section 163.01 (2010).

(2) In addition to the Library Board powers as enumerated in Florida Statutes Section 163.01 (2010), the Library Board shall also have the following powers:

(a) To adopt and from time to time thereafter alter, rescind, modify, amend and enforce rules, resolutions, guidelines and orders necessary for its operation in accordance with Florida Law.

(b) To acquire, in its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

(c) To appoint a Library Director to be responsible to the Library Board and who shall serve at its pleasure; to employ such other employees as may be authorized by the Library Board; to employ or appoint external auditors, lawyers, and such other consultants as may be required for the operation and management of the Library System and to fix their compensation.

(d) To require surety bonds for any of the officers and employees as in such amounts as the Library Board deems necessary. The premiums for these bonds shall be paid in the same manner as all other operating expenses.

(e) To sue and be sued, complain and defend in all courts.

(f) To make use of the privilege of sovereign immunity in accordance with Florida Statutes Section 768.28 (2010) and all successor laws as provided by Florida Statutes Section 163.01 (2010) and all successor laws.

(g) To adopt and use a seal.

(h) To acquire, construct, reconstruct, improve, maintain, equip, furnish, and operate at its discretion such Library System as is required to carry out the purposes and intent of this Agreement.

(i) To conduct studies and contract, for such periods as may be determined by the Library Board, with governmental agencies, public or private corporations, or any other persons to carry out the purposes of this Agreement.

(j) To borrow money and issue evidences of indebtedness, accept property, gifts, grants, or loans of money from the federal and state governments and from other sources, public or private, which gifts, loans and grants shall be expended in accordance with the purposes and provisions of this Agreement.

(k) To incur debts, liabilities, and obligations which do not constitute the debts, liabilities or obligations of the Counties.

(l) To set policies, adopt plans, and adopt budgets for the Three Rivers Regional Library System.

(3) The provisions of this Agreement shall be liberally construed to effect its purpose.

SECTION 8: DUTIES OF LIBRARY DIRECTOR.

(1) The Library Director or Single Administrative Head, shall be hired by the Governing Library Board, following the advertising, screening, and interviewing of the qualified candidates. Completion of a Master of Library Science Degree from a library school program accredited by the American Library Association and shall have had at least two (2) years of successful, full time library experience, attained after the degree, in a public library unit open to the public at least forty (40) hours per week.

(2) The Library Director shall be an at-will employee of the Three Rivers Regional Library System, and shall serve at the pleasure of the Governing Library Board. The Library Director shall interview, recommend to the Governing Library Board for hiring, and supervise all

employees of the Three Rivers Regional Library System, and the Governing Library Board shall set positions and salary structure for the Library System.

(3) The following activities shall be carried out by the Library Director for all library outlets under the plans, policies, goals, objectives and budgets adopted by the Governing Library Board, and responsibility for managing these activities may not be delegated through interlocal agreements or other service agreements:

- (a) Development of a single long range plan for all library outlets for adoption by the library governing body;
- (b) Development of a single Annual Plan of Service and Budget for adoption by the library governing body;
- (c) Development of consistent library policies for adoption by the library governing body, including those which guide public service provided by all library outlets;
- (d) Management of the library to assure the successful implementation of the long range plan, the Annual Plan of Service and Budget, and the policies adopted by the governing body;
- (e) Preparation of all reports required and requested on behalf of the library;
- (f) Development and implementation of a plan for automated systems that provides system wide access to materials, programs and services;
- (g) Development and implementation of the collection development and management plan for all library collections;
- (h) Development and implementation of library programs and services;
- (i) Supervision of all library staff at the Regional Library Headquarters Office;

(j) Advertise Library Board meetings in coordination with each county's Clerk of Courts Office; prepare agenda of Library Board meetings; and keep the minutes of all Library Board meetings.

SECTION 9: SERVICES OF THE LIBRARY SYSTEM TO EACH COUNTY.

The Cooperative Library System shall provide the following services on matters directly for the benefit of each member County. These services shall be administered by the Library Director and shall include, but not be limited to the following:

- (a) Review and select all materials (books, periodicals, records, cassettes and other audio-visual materials) for addition to each County Library.
- (b) Prepare all orders for materials to vendors and publishers.
- (c) Establish a purchase order system, subject to approval by the Library Board.
- (d) Check all materials received for quality and defects and file claims on goods not received in proper condition or quantity.
- (e) Catalog, process and otherwise prepare all materials for delivery to each County.
- (f) Deliver all materials to each County Library.
- (g) Verify, process and pay invoices regarding purchase of materials for each County.
- (h) Keep records of all purchases of materials.
- (i) Develop and administer all state and federal grants.
- (j) Assist County Library Managers in training of county library staff. Hire,

supervise, and train the regional library staff.

(k) File all necessary reports to state and federal agencies.

(l) Assist with, if necessary the preparation and administration of the annual local library budget for each member county library.

(m) Coordinate and execute the Summer Library Program in accordance with State Library instruction.

(n) Provide Inter Library Loan (ILL) and reference service assistance.

(o) Evaluate and weed the library's collection of materials.

(p) Report to each County Commission annually, or as requested, as to the quality and quantity of services provided on both a regional and county basis.

(q) Administer and recommend to each county improvements needed at each library, such as equipment upkeep, building maintenance, scheduling, inventory control, etc.; as consistent with the responsibilities of a Cooperative Library System.

SECTION 10: FINANCE.

(1) The fiscal year of the Library System shall run from October 1 through September 30 each year.

(2) The Library Board shall adopt an annual budget by September 30 to take effect on October 1 of each year.

(3) The Library Board shall secure an annual external audit of all funds administered by the Three Rivers Regional Library System 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 Library Board, and to the Florida Department of State, Division of Library and

Information Services, to qualify for the State Aid to Library's Program.

(4) Each County shall provide a copy of its budget as it relates to library functions to the Governing Board and to the Single Administrative Head. The contribution for library materials from each participating county, as reflected in its budget, shall be remitted to the Three Rivers Regional Library System twice each fiscal year.

SECTION 11: LONG RANGE PLAN FOR LIBRARY SERVICES.

(1) The Long Range Plan shall be developed by the Library Director in coordination with the Governing Library Board, member libraries, and member counties. The Plan must be adopted by the Governing Library Board of the Cooperative Library System prior to implementation.

(2) The Long Range Plan will be maintained through an annual update by the Library Director in coordination with the Governing Library Board, member libraries, and local governments.

(3) All authority with respect to funding of the Plan and of any other Three Rivers Regional Library System programs, services and/or expenditures from County revenues shall lie solely with the County and its Commission. However, all expenditures made at the local level and used as a match for State Aid purposes must be expended in compliance with and to support the purposes of the Long Range Plan and Annual Plan of Service.

(4) 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 must incorporate an Annual Plan of service and expenditures, and must reflect the goals, objectives and policies of the Long Range Plan of this Agreement.

(5) The budget shall be developed along a fiscal year ending on September 30 of each calendar year.

(6) The Cooperative Library's budget shall be prepared to include the individual member Counties' library budgets as presented by each respective County.

(7) The Cooperative Library's budget shall further be prepared and proposed by the Library Director in coordination with the Counties, and must be approved by the Library Board.

(8) The Library Board shall have final authority over the budget subject to the authority for funding reserved above to the Counties.

(9) The 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 Library Board of the Three Rivers Regional Library System.

(10) The Annual Plan of Service and Budget shall include and take into account funds received from and expended by member Counties and the Cooperative Library; aid received from state and federal governmental sources; and all other revenues received to provide library service.

(11) There is reserved to each County the sole exclusive discretion to determine the amount of annual appropriations from County revenues and sources to the Library System. Subject to that reservation, each County agrees to expend funds in accordance with the Library System's Long Range Plan and 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

Library Board shall have the authority for the approval of each County library budget of revenues and expenditures; PROVIDED, however, that a County library budget shall be approved and not rejected or modified by the Library Board unless that budget is expressly found to be in violation of the provisions of this Agreement or inconsistent with the Library System's budget.

SECTION 12: EXECUTION, RECORDING AND EFFECTIVE DATE.

(1) This Agreement may be simultaneously executed in four (4) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(2) At such time as this Agreement has been fully executed it shall be recorded with the Clerk of the Circuit Courts in Dixie County, Gilchrist County, Lafayette County and Taylor County.

(3) The effective date of this Agreement shall be the latest date upon which it is recorded with the Clerks of the Circuit Courts of the above-referenced Counties in which it must be recorded.

SECTION 13: AMENDMENTS.

(1) Amendments to this Agreement may be proposed by any member county through its Board of Commissioners or any Library Board member.

(2) No amendment shall occur unless it is agreed upon by an affirmative vote of at least five (5) members of the Library Board voting and the affirmative vote of at least three-fourths (3/4) of the member county commissions.

(3) No amendment shall be effective until it is executed and recorded in the same manner as the original Agreement.

SECTION 14: COVENANT OF FURTHER ASSURANCES.

The Counties agree that from the effective date of this Agreement, each will, upon the request of the Library Board, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purposes and intent of this Agreement.

SECTION 15: DEFAULT.

If any County fails to keep and perform each and every one of the covenants hereby agreed upon, then and in that event, the Library Board, upon thirty (30) days written notice to the nonconforming County and upon the failure of the County to regain compliance within such period, may institute and maintain an action in a Court of competent jurisdiction for damages, specific performance, or injunctive relief. Additionally, the prevailing party in any litigation instituted under this Agreement shall be entitled to recover from the other party all costs of such litigation including attorney's fees both at the trial level and on appeal.

For all purposes hereunder, 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 mailing. Alternately, personal delivery to the chairman of the commission of a particular County shall constitute effective delivery of Notice. For purposes of the Agreement, the addresses of the parties shall be:

Dixie County	Post Office Box 4-J, Cross City, FL 32628
Gilchrist County	Post Office Box 37, Trenton, FL 32693
Lafayette County	Post Office Box 88, Mayo, FL 32066
Taylor County	Post office Box 620, Perry, FL 32348

SECTION 16: MEDIATION.

Any dispute arising among the member counties while under this agreement shall be determined by mediation in accordance with the rules of the American Arbitration Association Mediation Rules. The parties hereto agree to jointly compensate the mediator for the mediator's time and each party is required to fully cooperate with the mediator. The mediator will be required to conclude the mediation with a recommendation for settlement within a period not to exceed (30) thirty days.

IN WITNESS WHEREOF, the Board of County Commissioners of Dixie County, the Board of County Commissioners of Gilchrist County, the Board of County Commissioners of Lafayette County, and the Board of County Commissioners of Taylor County have entered into this Agreement and have caused it to be executed by their duly authorized officers.

DIXIE COUNTY

A Political Subdivision of the State of Florida

By: _____
Chairman

ATTEST:

Clerk of the Commission

(Seal)

Date: _____

GILCHRIST COUNTY

A Political Subdivision of the State of Florida

By: _____
Chairman

ATTEST:

Clerk of the Commission

(Seal)

Date: _____

LAFAYETTE COUNTY

A Political Subdivision of the State of Florida

By: _____
Chairman

ATTEST:

Clerk of the Commission

(Seal)

Date: _____

TAYLOR COUNTY

A Political Subdivision of the State of Florida

By: _____
Chairman

ATTEST:

Clerk of the Commission

(Seal)

Date: _____