

HEARTLAND LIBRARY COOPERATIVE
INTERLOCAL AGREEMENT

This Agreement is effective on the date fully executed by and among DESOTO COUNTY, GLADES COUNTY, HARDEE COUNTY, HIGHLANDS COUNTY, and OKEECHOBEE COUNTY, each a political subdivision of the State of Florida.

WHEREAS, Florida Statute 163.01 provides for the entry by Counties into a Cooperative arrangement for the providing of services to the Counties' residents; and

WHEREAS, in 1996 the Counties entered into the Heartland Library Cooperative Interlocal Agreement to implement and administer a multicounty library Cooperative to be known as the Heartland Library Cooperative; and

WHEREAS, Glades County desires to become a member of the Heartland Library Cooperative; and

WHEREAS, each of the Counties has determined that it is in the best interests of the residents of the Counties that the Heartland Library Cooperative Interlocal Agreement be amended to read as follows.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE: The Counties enter into this Agreement for the purpose of amending the Heartland Library Cooperative Interlocal Agreement to include Glades County as a member, to better administer the multicounty library Cooperative known as the Heartland Library Cooperative, to provide enhancements to the library service being provided by the Counties, to encourage cooperation among the County libraries, and to provide free access to library service for all of the residents of the Counties.

II. DEFINITIONS:

- a) "DeSoto" shall mean DeSoto County, Florida, a political subdivision of the State of Florida.
- b) "Glades" shall mean Glades County, Florida, a political subdivision of the State of Florida.
- c) "Hardee" shall mean Hardee County, Florida, a political subdivision of the State of Florida.
- d) "Highlands" shall mean Highlands County, Florida, a political subdivision of the State of Florida.
- e) "Okeechobee" shall mean Okeechobee County, Florida, a political subdivision of the State of Florida.

- f) "The Counties" shall mean each and all of the above subdivisions of the State of Florida.
- g) "Heartland Library Cooperative" shall mean the Heartland Library Cooperative, as established pursuant to this Agreement.
- h) "The Governing Board" shall mean the governing body of the Heartland Library Cooperative, as established and empowered pursuant to the Agreement.
- i) "County" shall mean any county of the State of Florida, as defined in Chapter 7, Florida Statutes.
- j) "Member County" shall mean a county which is, at the pertinent time, a signatory to the Agreement.
- k) "Host County" shall mean the particular member county serving as fiscal agent for Heartland Library Cooperative. The Host County shall be Highlands County. The location of the Administrative Office of the Heartland Library Cooperative shall be located in Highlands County.
- l) "Single Administrative Head" for the Cooperative may also be referred to as the Cooperative Coordinator and shall mean the MLS (Master of Library Science) librarian appointed by the governing board as head of the Cooperative as provided for in this Agreement, with the responsibilities and authority set forth herein.
- m) "Legal service area" shall mean the area of the combined counties in the Heartland Library Cooperative.

"Fixed Assets" is defined by the Cooperative as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.

III. MODIFICATIONS: Upon approval and execution of this Agreement by the duly authorized representatives of each of the Counties and the Governing Board, the Heartland Library Cooperative Interlocal Agreement shall be amended and restated to read as provided in this Agreement, and this Agreement shall thereafter be the Heartland Library Cooperative Interlocal Agreement for all purposes. This Agreement shall constitute the entire Agreement of the parties hereto and of the Heartland 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.

IV. 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.

V. WITHDRAWAL OR TERMINATION: Any Member County may withdraw from the multicounty Cooperative system established by the Agreement and from Heartland Library Cooperative, and thereby terminate its rights and responsibilities under the Agreement, without cause. The termination and withdrawal shall be effective only on the next succeeding October 1, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Heartland Library Cooperative Board and to each Member County on or before April 1 prior to the October 1 effective date of termination. Upon any withdrawal or termination of the Agreement by any Member County (whether early termination or otherwise), all multicounty federal grant real property and equipment over \$1,000 shall remain the property of the Heartland Library Cooperative, and reverts to the State Library if the Heartland Library Cooperative ceases to exist.

Materials and equipment purchased from multicounty funds shall remain the property of the Heartland Library Cooperative. Materials and equipment purchased with local (County) funds shall be the property of the local library, even if expended centrally.

Disposal of all Cooperative Property shall be in accordance with the applicable State Statutes, including Section 274.02, Florida Statutes, and the procedures defined therein and Rules of the Auditor General, Chapter 10.400, Local Government Owned Tangible Personal Property.

VI. ADDITION OF NEW MEMBERS: Any non-member County may apply to become a party to this Agreement and a member of the Heartland Library Cooperative. Membership in the Heartland 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 Heartland 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.

VII. HEARTLAND LIBRARY COOPERATIVE BOARD: Heartland Library Cooperative shall be administered and governed by a board known as the Heartland Library Cooperative Board. The Heartland Library Cooperative Board shall consist of three members from each County which is a party to the Agreement: one member from each County shall be a county commissioner appointed by the chairman of said commission; two members shall be appointed by the county commission. Specific terms of appointment, including renewal options, shall be decided upon by the Board of County Commissioners of each member county. In addition, each County Library Director shall be an ex-officio, non-voting member of the Heartland Library Cooperative Board. The voting Governing Board members shall be registered voters from the respective Counties. Each member shall serve until removed or replaced by the appointing County. Each County shall have appointments reviewed annually, by January 1 and report to the Cooperative by January 15. The Chairman, Vice Chairman and Treasurer shall be elected pursuant to the Bylaws of the Cooperative.

VIII. POWERS AND AUTHORITY: The Heartland Library Cooperative Governing Board 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:

- (a) to manage the affairs of the Cooperative;
- (b) to establish by-laws for the Governing Board;
- (c) to hold four or more open public meetings a year;
- (d) to make and enter into contracts;
- (e) to acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (f) to acquire, hold, or dispose of property;
- (g) to incur debts, liabilities, or obligations (provided that the debts, liabilities or obligations of the Heartland Library Cooperative 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);
- (h) to adopt and maintain a Cooperative Coordinator position description and recommend a Cooperative Coordinator;
- (i) to set policy, adopt plans, and adopt budgets for the Heartland Library Cooperative and to enter into collateral contracts on behalf of the Cooperative; and
- (j) to fund supplements to member counties for compensation for services performed by their staff on behalf of the Cooperative.

Neither the Governing Body nor the Cooperative Coordinator shall have the power to bind or commit any County in any way.

IX. MEMBER COUNTY AND COOPERATIVE PLANS: The library services provided by each Member Library and the Cooperative shall be set forth in Long Range Plans and Annual Plans of Service. The plans shall also specify in detail how the Cooperative will be administered. The plans will be consistent with Member County and the Cooperative annual budgets. Plans may be developed for each Member County and for the Cooperative, or if so agreed, unified plans may be developed. If separate plans are developed, they shall be consistent, and Member County plans shall be made part of the Cooperative plans by reference. The Cooperative Plans shall be developed by the Cooperative Coordinator in collaboration with the Member County library directors and shall be adopted by both the Governing Board and each of the Member Counties. Member Counties and the Cooperative shall spend funds in accordance with the Cooperative Long Range Plan and Annual Plan of Service.

X. BUDGETS: Member Counties shall be responsible for providing funding for the support of basic library services in their counties. Funding for the services provided by the Cooperative shall primarily consist of Multi-County Grant funds provided by the State Division

of Library and Information Services and other grants made available to the Cooperative. Member County and Cooperative budgets should be consistent with Long Range Plans and Annual Plans of Service. Member Counties may pay funds to the Cooperative to support activities carried out by the Cooperative on their behalf. Shared activities or positions may be paid for by participating Member Counties each contributing to the Cooperative on a pay schedule determined by the participating parties.

In order to be eligible for Multi-County Grants administered by the State Division of Library and Information Services, the Cooperative Coordinator will annually prepare a single, unified budget and an annual expenditure report. The budget shall present Member County appropriations for library service, the budget adopted by the Governing Board for Cooperative services and programs; and totals presenting all expenditures. Member Counties will submit annual expenditure reports in the same format for inclusion in the Cooperative Expenditure Report. The Cooperative Budget shall be adopted by the Governing Board and each Member County.

The annual budget may be amended as needed to be consistent with the Long Range Plan and the Annual Plan of Service. The Single Administrative Head shall prepare a budget amendment form and present it to the Chairman and the Treasurer for approval. The approved budget amendment will be provided to the financial services administrator for inclusion and revision in the financial and accounting software.

XI. PURCHASING: Purchases shall be made by the Single Administrative Head in accordance with the adopted budget, the long range plan, and adopted purchasing policies. The Governing Board will adopt Purchasing Policies in accordance with applicable statutes which will set forth the requirements and restrictions that govern purchases of goods and services for the Heartland Library Cooperative.

XII. STAFFING: The Cooperative Coordinator shall be selected by the Governing Board. The Cooperative Coordinator shall be the head of the Cooperative and shall have the following minimum qualifications: a Master of Library Science degree from a program accredited by the American Library Association 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. This experience shall be gained following attainment of said Master degree. The Governing Board may establish other qualifications for the Cooperative Coordinator.

The Cooperative Coordinator shall serve at the pleasure of the Governing Board. The Cooperative Coordinator may be the sitting Director of the Host County; or may be an individual selected by the Governing Board and employed by the Host County or other member County to carry out the affairs of the Cooperative.

Should the Governing Board select the sitting Director of the Host County to serve as Cooperative Coordinator, provision shall be made in the Annual Plan of Service and the Budget for the Heartland Library Cooperative to fund that individual a salary supplement during their tenure in consideration of the demanding nature of the work.

The following activities shall be carried out by the Cooperative Coordinator and other plans, policies, procedures and budgets adopted by the Governing Board.

- a) Coordinate development of the Cooperative long range plan, the annual plan of service and the Cooperative budget in collaboration with the Member County library directors for adoption by the Governing Board;
- b) Coordinate development of consistent policies in collaboration with the Member County library directors for adoption by the Governing Board;
- c) Maintain and expend multicounty grants, LSTA grants, and other funds designated to be expended by the Governing Board;
- d) Direction and management of the Cooperative to assure the successful implementation of the long-range plan, the annual plan of service and budget, and the policies adopted by the Governing Board;
- e) Preparation of all reports required and requested on behalf of the Cooperative;
- f) In collaboration with the Member County library directors, preparation of all grant applications submitted on behalf of the Cooperative for approval by the Governing Board;
- g) Direction and implementation of the plan for technology and automated services that provides Cooperative wide circulation and technical services and access to materials, programs, and services.
- h) Coordination of a collection development and management plan in collaboration with the Member County library directors for adoption by the Governing Board;
- i) Advertise Governing Board meetings; prepare agenda of Governing Board meetings; and keep minutes of all Governing Board meetings.

XIII. HOST COUNTY SERVICES: The Governing Board shall utilize personnel of the Host County who shall perform services and duties on behalf of the Cooperative. Any expense of the Host County related in any fashion to the Cooperative activities shall be reimbursed by the Cooperative.

XIV. ACCEPTANCE OF GIFTS, GRANTS, ASSISTANCE FUNDS, OR BEQUESTS: The Heartland Library Cooperative shall be entitled to apply for or receive gifts, grants, assistance funds, or bequests. All such moneys, property or other funds granted to Heartland Library Cooperative shall be the property of Heartland Library Cooperative (subject to termination provisions set forth above). All such moneys, property, or other funds granted to a Member County shall remain and be the sole property of the Member County. Heartland Library Cooperative shall serve as the agent for the Counties for the making of claims or applications for federal or State Aid payable to the Heartland Library Cooperative. Multicounty State Aid goes directly to the Heartland Library Cooperative for expenditure.

XV. LIABILITIES: The Heartland Library Cooperative and the Governing Board shall have the authority to procure liability and other insurance for such purposes and in such coverage 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 the Heartland Library Cooperative, to the Counties, to the members of the Governing Board, to the Cooperative Coordinator, to any employee of the Cooperative, or to any other person or entity.

XVI. MEDIATION: In the event that any dispute arises between any member County and any other member County, the Multicounty Cooperative, the Cooperative Coordinator, or the Governing Board, with respect to the rights or responsibilities of the Counties, Multicounty Cooperative, or the Governing Board under the Agreement or otherwise related to the Heartland 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. The mediation is not binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourse.

XVII. FISCAL RESPONSIBILITY: The Governing Board shall procure an annual audit of all funds administered by the Heartland Library Cooperative, or the Administrator, or the Heartland Library Cooperative Board, and all funds claimed as expended centrally for State Aid purposes, multicounty grants, LSTA grants and other funds designated to be expended. The audit shall be prepared and presented to the Heartland Library Cooperative Board which shall distribute copies to each Member County, and to the State Library of Florida, and the Cooperative Coordinator. The Heartland Library Cooperative shall be entitled to fulfill this audit requirement by the use of the annual Host County audit (as that audit pertains to library services), provided that any additional expense of the Host County related to the inclusion of Heartland Library Cooperative activities within the Host County audit shall be reimbursed by the Heartland Library Cooperative. The Administrator shall furnish a written quarterly (or more often) report to each Heartland Library Cooperative Board Member, and to each Member County regarding the use and expenditure of funds under the control of the Heartland Library Cooperative and the progress in carrying out the Long Range Plan.

XVIII. DISSOLUTION OF COOPERATIVE: The Heartland 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.

XIX. NOTICE: For all purposes herein, notice shall mean 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 addresses of the parties shall be:

Chairperson, Board of County Commissioners, DeSoto County
201 East Oak Street
Arcadia, FL 34266

Chairperson, Board of County Commissioners, Glades County
P. O. Box 1018
Moore Haven, FL 33471

Chairperson, Board of County Commissioners, Hardee County
412 West Orange Street, Suite 103
Wauchula, FL 33873

Chairperson, Board of County Commissioners, Highlands County
PO Box 1926
Sebring, FL 33871

Chairperson, Board of County Commissioners, Okeechobee County
304 NW 2nd Street
Okeechobee, FL 34972

EXECUTED THE DATES BELOW WRITTEN:

DESOTO COUNTY, FLORIDA

By:

Attest:

Chairperson, Board of County Commissioners

County Administrator

Date

Date

Approved as to Form and Legality:

County Attorney

Date

GLADES COUNTY, FLORIDA

By:

Attest:

Chairperson, Board of County Commissioners

Clerk of Courts

Date

Date

Approved as to Form and Legality:

County Attorney

Date

HARDEE COUNTY, FLORIDA

By:

Attest:

Chairperson, Board of County Commissioners

Clerk of Courts

Date

Date

Approved as to Form and Legality:

County Attorney

Date

HIGHLANDS COUNTY, FLORIDA

By:

Attest:

Chairperson, Board of County Commissioners

Clerk of Courts

Date

Date

Approved as to Form and Legality:

County Attorney

Date

OKEECHOBEE COUNTY, FLORIDA

By:

Attest:

Chairperson, Board of County Commissioners

Clerk of Courts

Date

Date

Approved as to Form and Legality:

County Attorney

Date

HEARTLAND LIBRARY COOPERATIVE

By:

Approved as to Form and Legality:

Chairperson, Governing Board

Cooperative Attorney

Date

Date