

MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: CITY ATTORNEY'S OFFICE
DATE: July 7, 2014
RE: **Polk County Library Cooperative Interlocal Agreement**

Attached hereto for your approval is a proposed Interlocal Agreement among Polk County and various municipalities within Polk County, including Lakeland, for the operation of a cooperative countywide library system to provide library services without charge to all residents of Polk County. The current Interlocal Agreement which has existed since 2004 is nearing its expiration.

The term of this agreement is for a ten year period commencing on October 1, 2014. Funding for each municipality is on a per capita basis and is calculated by a formula which includes the municipality's current library budget.

It is recommended that the appropriate City officials be authorized to execute this Interlocal Agreement.

/cs

attachment

Passed by Library Cooperative Governing Board on June 4, 2014

POLK COUNTY LIBRARY COOPERATIVE INTERLOCAL AGREEMENT 2014 - 2024

This Agreement is entered into this day of _____ by Polk County, a political subdivision of the State of Florida, hereinafter referred to as the County, and the municipalities of Auburndale, Bartow, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Alfred, Lakeland, Lake Wales, Mulberry, Polk City, and Winter Haven, hereinafter referred to as "participating municipalities".

WHEREAS, Section 163.01, Florida Statutes (2013) the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, both the County and participating municipalities are public agencies within the meaning of Chapter 163.01, Florida Statutes (2013); and

WHEREAS, Section 163.01(4), Florida Statutes (2013) provides that a public agency of this state may exercise jointly with any other public agency of the state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 125.01(f), Florida Statutes (2013) authorizes the County to provide libraries and cultural facilities and programs; and

WHEREAS, Section 166.021(1), Florida Statutes (2013), authorizes municipalities to render municipal services and exercise power for municipal services, except when expressly prohibited by law; and

WHEREAS, the County and participating municipalities desire to cooperate in a countywide agreement to provide library services without charge to all persons residing in Polk County, including residents of the unincorporated areas and those incorporated areas not served by a public library; and

WHEREAS, the County as an eligible political subdivision under Section 257.17, Florida Statutes (2013), may participate in the State Aid to Libraries Program; and

WHEREAS, the County enacted Ordinance 07-18, the Polk County Amended, Restated and Consolidated Comprehensive Impact Fee Ordinance, as amended,

which in part provides for the funding of library capital improvements required by growth within Polk County; and

WHEREAS, the County enacted Ordinance 05-025, the Polk County Library MSTU Ordinance to levy ad valorem taxes within the unincorporated area of Polk County to fund new libraries, and, to the extent that it is demonstrated that such facilities benefit and are used by the residents of the unincorporated area of Polk County, existing and future library facilities operated by the Polk County Library Cooperative and its members.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. PURPOSE

The County and participating municipalities agree to cooperate, pursuant to the terms of this interlocal agreement, in the operation of a cooperative countywide library system in Polk County to provide library services without charge to all persons who are residents of Polk County.

In particular, it is the express purpose of the agreement to provide for the coordination of library service throughout the service area of the County and all participating entities, to provide for equal access to free public library service to all residents in Polk County, and to formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance and development of library service throughout the service area of the participating entities. The Board of County Commissioners shall have the authority to administer this Agreement and is empowered to take collective action as directed by the Library Cooperative Governing Board (hereafter governing board) as is reasonable or appropriate to achieve the purposes as set forth herein.

2. DEFINITIONS

1. Resident shall mean any individual who either owns real property or resides in Polk County on a permanent basis or as established by the Governing Board.
2. County shall mean Polk County, a political subdivision of the State of Florida.
3. Auburndale shall mean the city of Auburndale, a legal entity established for local governmental purposes and the location of the Auburndale Public Library.
4. Bartow shall mean the city of Bartow, a legal entity established for local governmental purposes and the locations of the Bartow Public Library, Polk County Historical & Genealogical Library and the Polk County Law Library.
5. Dundee shall mean the town of Dundee, a legal entity established for

- local governmental purposes and the location of the Dundee Public Library.
6. Eagle Lake shall mean the city of Eagle Lake, a legal entity established for local governmental purposes and the location of the Eagle Lake Public Library.
 7. Fort Meade shall mean the city of Fort Meade, a legal entity established for local governmental purposes, and the location of the Fort Meade Public Library.
 8. Frostproof shall mean the city of Frostproof, a legal entity established for local governmental purposes and the location of the Latt Maxcy Memorial Library.
 9. Haines City shall mean the city of Haines City, a legal entity established for local governmental purposes and the location of the Haines City Public Library.
 10. Lake Alfred shall mean the city of Lake Alfred, a legal entity established for local governmental purposes and the location of the Lake Alfred Public Library.
 11. Lake Wales shall mean the city of Lake Wales, a legal entity established for local governmental purposes and the location of the Lake Wales Public Library.
 12. Lakeland shall mean the city of Lakeland, a legal entity established for local governmental purposes and the locations of the Lakeland Public Library, Larry R. Jackson Branch Library and the eLibrary South Lakeland.
 13. Mulberry shall mean the city of Mulberry, a legal entity established for local governmental purposes and the location of the Mulberry Public Library.
 14. Polk City shall mean the City of Polk City, a legal entity established for local governmental purposes and the location of the Polk City Public Library.
 15. Winter Haven shall mean the city of Winter Haven, a legal entity established for local governmental purposes and the location of the Winter Haven Public Library, Kathryn L. Smith Memorial.
 16. Cooperative shall mean the Polk County Library Cooperative, a public library system operated by a governing body designated by one or more participating local governments and/or entities to administer through a single administrative head, the common services for a group of libraries supported by those participating local governments and/or entities that have joined together by formal agreements to provide services across their combined service areas.
 17. Single administrative head (Cooperative Coordinator) shall mean the central administrator of the Polk County Library Cooperative who administers, manages, and coordinates Cooperative activities and who, at a minimum, meets the requirements for a Cooperative Coordinator as described at Section 9, herein.

18. Governing Board shall mean the governing body of the Polk County Library Cooperative as empowered pursuant to this Agreement.
19. Service area shall mean all of Polk County.
20. Participating Library shall mean any of the libraries located within Polk County that have entered into this agreement.
21. Polk County is a political subdivision of the State of Florida and is authorized to participate in the State Aid to Libraries Program and operates the Polk County Genealogical Library and the Justice Steven H. Grimes Law Library.
22. Circulation – shall mean all library materials that are borrowed for use outside the library, including digital books and media.
23. Capital – shall mean money expended for purchase or construction of a library building or library quarters (ie: bricks and mortar, land (purchase or value of); and utility infrastructure). Capital shall not include shelving, furniture, or replacement of carpet.
24. BOCC – shall mean the “Board of County Commissioners” of Polk County
25. MSTU- shall mean the “Municipal Services Taxing Unit” enacted by the BOCC in the unincorporated areas of the county for public library services beginning with FY 2005-2006, the funds from which may be used for existing and future library facilities, collections and programs to the extent that it is demonstrated that such facilities benefit and are used by residents of the unincorporated area of Polk County.
26. Impact Fee – shall mean the library impact fee enacted by the BOCC for public library capital projects required by growth.

3. AGREEMENT

This Agreement shall constitute the entire agreement of parties hereto and of the Polk County Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. No modification or amendment of the Agreement shall be binding unless in writing approved by each of the governing boards of the participating libraries and by the Cooperative Governing Board, and executed on behalf of each of the participating libraries and the Cooperative Governing Board.

4. TERM

The term of this Agreement shall commence and be effective on October 1, 2014 and shall terminate, unless renewed earlier, on September 30, 2024. The parties hereto agree to meet at the request of any member party to review the provisions of this agreement at least one hundred and twenty (120) days prior to October 1st of each year in order to consider such modifications as the parties may desire for the subsequent year.

5. WITHDRAWAL OR TERMINATION

Any participating party may withdraw from the Cooperative established by this

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Agreement and thereby terminate its rights and responsibilities under this Agreement. Written notice of the withdrawal and termination shall be given to the Governing Board 60 days prior to the effective date. Any funds received by the withdrawing party will be pro-rated to the termination date and a refund will be made by the withdrawing party to the Cooperative. Distribution of the refund will be made to the remaining cities in accordance with the funding formula.

6. DISPENSATION OF PROPERTY AND EQUIPMENT

Upon withdrawal or termination of the Agreement by any participating party (whether by termination or otherwise), all real property and equipment valued at the amount established by applicable law and regulations and purchased by the Cooperative with State, County or Federal funds (except State Construction Grant Funds), shall be retained by the Polk County Library Cooperative.

If the Cooperative ceases to exist, the abovementioned real property and equipment shall revert to the Florida Department of State, Division of Library and Information Services (State Library of Florida). All disposition of real property and equipment shall be in accordance with applicable state law and regulations.

Materials, furniture and equipment purchased with local funds or grants procured by the municipality or county, whether funds of a municipality, non-profit entity, or the county, shall remain the property of the participating library for which they were purchased. Disposition of the real property shall be the responsibility of the owning entity.

A terminating library will be able to purchase a copy of its MARC (Machine Readable Catalog) records in its current format at the time of termination for a fee covering the cost of extraction. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense, with vendor approval from the Governing Board.

If the terminating library requests to continue using the Cooperative database and automation software, it will be reviewed by the Cooperative Governing Board and done at the terminating library's expense.

In the event that the terminating library serves as the host library for the automation networking equipment and software, the Governing Board will approve another host city or site.

7. ADDITION OF NEW MEMBERS

NEW MEMBERS: Any publicly owned and operated library within Polk County which is not a participating library may become a party to this Agreement and a member of the Polk County Library Cooperative upon the approval by a majority

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vote of the Governing Board and upon execution and delivery of a counterpart original of the Agreement (as then in force). The above and the following conditions must be satisfied by new members prior to April 1st of a given calendar year: 1) Agree to provide library services to all Polk County residents free of charge, 2) Agree to provide services in accordance with the Cooperative's Long-Range Plan, 3) Agree to submit an Annual Library Budget to the Cooperative, 4) Agree to share materials/resources with other member libraries, 5) Agree to remain open a minimum of 40 hours per week, and 6) Agree to all other conditions as outlined in the Interlocal Agreement

Upon satisfaction of these conditions, the proposed new member (participating library) shall become a party to this Agreement and a member of the Polk County Library Cooperative effective the next October 1, subject to all the provisions and obligations, and entitled to all the privileges and rights of new members as delineated in the Bylaws of the Governing Board.

8. GOVERNING BODY

The Governing Board of the Polk County Library Cooperative shall consist of one representative appointed by each participating municipality, and one administrator from County government appointed by the Board of County Commissioners. Each participating municipality and the County shall also designate at least one; but no more than two alternate representatives to act on its behalf during any absence. The Governing Board shall elect a chair, vice-chair, and secretary each to serve a two year term. The Governing Board shall appoint the Cooperative's single administrative head (Cooperative Coordinator), adopt By-laws, set policy for and manage operations of the Cooperative, including salaries of the Coordinator and other staff, develop with the Cooperative Coordinator and approve the Cooperative's budget and submit it to the Board of County Commissioners for review and transmittal to the State Library of Florida, review and develop new formulas for the disbursement of County funds, make decisions with the Cooperative Coordinator on the use of state funds, which will be centrally expended by the Cooperative for participating libraries for the benefit of residents of the combined service area; make decisions with the Cooperative Coordinator on the use of County funds including county Library MSTU and Impact Fee revenues which will be expended pursuant to the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee; conduct public meetings, (no less often than quarterly), enter into and sign contracts to benefit the Cooperative members, and appoint members of committees and advisory boards as required to accomplish specific activities.

9. COOPERATIVE COORDINATOR

The Cooperative Coordinator shall be appointed by the Governing Board and shall have the following minimum qualifications: a Master's Degree in

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library/information science from a program accredited by the American Library Association, plus five years of successful, full-time, paid library experience in a public library. The Governing Board may establish any other qualifications for the Cooperative Coordinator and shall set positions, salary structure and benefits for the Coordinator and all direct staff of the Cooperative. The Cooperative Coordinator, under the supervision of the Governing Board, shall interview, select, supervise, and recommend discharge of staff for the office of the Cooperative in accordance with policies established by the Governing Board. All paid staff of the participating libraries shall remain employees of the governing board that operates each library and shall retain all rights, responsibilities and powers associated with employment of staff. In the event the Coordinator is an employee of a participating municipality the Coordinator's salary and other expenses of employment shall be reimbursed by the Cooperative.

10. DUTIES OF THE COOPERATIVE COORDINATOR

Under the direction of the Governing Board, the duties of the Cooperative Coordinator shall include, but are not limited to:

- a. Maintaining information and submitting with approval of the Governing Board and on behalf of the Cooperative and participating libraries applications for available County, State and Federal library funds and filing reports required by the Florida Department of State, Division of Library and Information Services.
- b. Preparing and presenting to the Governing Board for approval the Cooperative's single Long Range Plan developed by the Governing Board and the Coordinator.
- c. Preparing and presenting to the Governing Board for approval the Cooperative's annual operating and capital budgets and Annual Plan of Service.
- d. Recommending and coordinating the implementation of library program opportunities for offering to the participating libraries.
- e. Recommending and developing, with the approval of the Governing Board cooperative projects as a method of cost reductions and improved efficiency.
- f. Planning for and developing centralized coordination, planning, technical services, and automation programs for participating libraries, as agreed to by the Governing Board.

11. LONG RANGE PLAN FOR LIBRARY SERVICES AND ANNUAL PLAN AND BUDGET

In concert with the Governing Board, the Cooperative Coordinator shall coordinate the development and implementation of a Long Range Plan for the operation, maintenance, and development of the Cooperative and its participating libraries, to be adopted by the Governing Board and maintained

through a yearly update.

The Governing Bodies of the participating libraries shall continue to fund their local libraries and are not required to make any payment to the Cooperative for participating in the Cooperative. All authority with respect to participating library funding of the Cooperative's Long Range Plan, the Annual Plan and any other library program or expenditure from participating library's governing body shall lie solely with the participating municipality. In order to qualify for the maximum amount of state aid, all expenditures made for participating libraries by the participating municipalities shall be made in accordance with the Cooperative's Long Range Plan and Annual Plan.

There shall be a single, combined annual Cooperative budget for library service in Polk County. The budget shall be developed with a Fiscal Year ending September 30 of each year. The Cooperative's budget shall reflect the annual plan approved by the Governing Board, shall be prepared by the Cooperative Coordinator, and shall take into account funds received, budgeted for and expended by participating libraries, and funds received from the County, State and Federal funds (except State construction grants), and all other revenues received to provide library service.

The budget shall be adopted by the Cooperative's Governing Board for submission to the Board of County Commissioners. Nothing contained herein shall require any participating municipality or Polk County on behalf of Polk County's Historical/Genealogical Library or Polk County's Law Library to appropriate any amount in excess of the Maintenance of Effort defined at Section 14, herein.

12. ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS

The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds, or bequests. All such monies, property or funds received by the Cooperative shall be the property of the Cooperative, subject to termination provisions set forth in this Agreement. All such monies, property or funds received by municipalities or non-profit entities for the benefit of an individual participating library shall remain the property of the participating library.

13. COOPERATIVE SYSTEM-WIDE AND CENTRALIZED ACTIVITIES

An Annual Plan of Library Service for the Cooperative may offer system-wide and centralized activities, such as centralized purchasing, centralized periodical subscription service, centralized technical services, shared staff, and others to be funded by one or a combination of:

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- a. The Cooperative's County funds including Library MSTU and Library Impact fees designated in the Annual Budget.
- b. The Cooperative's State funds designated in the Annual Budget.
- c. Agreed-to portions of the Cooperative's County funds programmed to be distributed to the participating libraries with the approval of the participating libraries' governing bodies of those libraries that choose to participate in any system-wide and/or centralized activity.
- d. Direct payment to the Cooperative by the governing bodies of participating libraries that choose to participate in any system-wide and/or centralized activity.

14. APPROPRIATION FOR PARTICIPATING MUNICIPALITIES FUNDS:

There is reserved to the participating municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. Participating libraries, including participating municipalities and the County, agree to a Maintenance of Effort which will maintain actual operating and maintenance expenditures for public library services, exclusive of short-term special funding, at that level of at least the lesser amount expended from the same purpose in either of the two fiscal years preceding the annual appropriation being considered, such that funds provided under this Agreement shall not be construed to be a substitute for city funds allocated for the support of public library services to the residents of the city or county. Participating municipalities who cannot meet this condition because of extenuating budget circumstances in a specific fiscal year may request a Maintenance of Effort Waiver for that specific fiscal year according to procedures established by the Cooperative's Governing Board and codified in the By-Laws adopted by the Governing Board.

15. APPROPRIATION AND ALLOCATION OF POLK COUNTY FUNDS FOR PARTICIPATING LIBRARIES

For the duration of this Agreement, County funds allocated for the support of the Cooperative shall be distributed among participating publicly owned and operated libraries according to the formulas found in Section 21 and Section 22.

- 1) Funding Formula – To the extent that it is demonstrated that the Cooperative's library system benefits and is used by residents of the unincorporated area of Polk County, the County shall provide dedicated funding from Library MSTU dollars to the Cooperative as provided for in Section 21.
- 2) Distribution Formula – The County funds, including Library MSTU dollars, allocated for the support of the Cooperative shall be distributed among participating libraries in two payment installments by January

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31 and April 15 pending necessary information is provided by cities according to the formula in Section 22 with an annual review.

- 3) All County funds shall be spent by the participating libraries in accordance with the Cooperative's Long Range Plan and Annual Plan of Service and pursuant to the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee
- 4) State Aid to Libraries Grant funds and County Library Impact Fee dollars for capital projects required by growth shall be administered centrally and budgeted in accordance with the Long Range Plan and Annual Plan of Service and expended by the Cooperative on behalf of libraries services in Polk County.
- 5) The Cooperative Governing Board will expend any County funding provided for public library services in accordance with the Cooperative's long range plan and annual plan of service and the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee.

16. STATISTICAL REPORTS

Each month, by the 20th day, statistical reports in the format requested by the Coordinator shall be submitted by all participating libraries to the Cooperative Coordinator for the previous month. Notwithstanding the foregoing, the Coordinator shall have the authority to adjust the reporting frequency to periods which are more efficient and productive to the administration of the Cooperative.

17. RESPONSIBILITY OF THE COOPERATIVE

The Cooperative shall abide by the terms and provisions of laws of the State of Florida and the provisions of this Agreement and other applicable Federal, State, and or local laws, rules, and regulations.

18. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES

Participating governing bodies shall abide by all State and Federal laws, and specifically those relating to the provision of library services. Participating governing bodies shall retain local autonomy and control over the operations and functions of its participating library, except where participating governing bodies have ceded authority to the Cooperative's governing body through this Agreement or amendments thereto.

19. MODIFICATION OF AGREEMENT

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the Cooperative's Governing Board and all parties hereto with the same formality and of equal dignity herewith.

20. NOTICES

All notices, demands or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party or the other, shall be deemed to have been fully given or made or sent when in writing and addressed to the City Manager of the participating municipalities and the County Manager for the Board of County Commissioners.

21. FUNDING FORMULA

The County has provided a dedicated funding source (Library MSTU) which assists in its commitment to more equitable funding in order to reach \$23.60 operational funding per capita as recommended by the professional consultant hired by the County in FY 2006-2007.

22. DISTRIBUTION FORMULA

Each participating municipality shall be allocated a portion of all county dollars, including the Library MSTU, to the extent that it is demonstrated that the Cooperative's library system benefits and is used by residents of the unincorporated area of Polk County, based on this formula:

[10% of the municipality's current library budget (excluding capital as defined herein) + (remaining funds for distribution X its library's % of circulation (as compared to the entire Cooperative's circulation) for the most recent fiscal year)] Any publicly owned and operated library open at least 40 hours a week will receive at least \$25,000. The minimum funding level has the opportunity to be increased upon recommendation by the Governing Board and with a unanimous approval vote of the Governing board.

Shown another way the formula looks like this:

A = Total County Funds

B = 10% of municipality's current library budget (excluding capital as defined herein)

C = Sum of amount B for each location

D = A – C (remaining funds for distribution)

E = % of library's circulation (as compared to the entire Cooperative's cumulative Circulation for the most recent fiscal year)

Each municipality's allocation = $B + (D * E)$, with the provision that any library open at least 40 hours a week will receive at least \$25,000. The minimum funding level has the opportunity to be increased upon recommendation by the Governing Board and with a unanimous approval vote of the Governing board.

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ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid it shall be considered deleted therefrom, and shall not invalidate the remaining provisions.

Passed by Library Cooperative Governing Board on June 4, 2014

**POLK COUNTY BOARD OF
COUNTY COMMISSIONERS**

CITY OF: _____

Signed by: _____

Signed by: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Printed name: _____

Printed name: _____