INTERLOCAL AGREEMENT REGARDING
MULTI-COUNTY COOPERATIVE LIBRARY SERVICE

THIS AGREEMENT is entered into this 1st day of October 2022 ~~2017~~, between CALHOUN COUNTY, HOLMES COUNTY, and JACKSON COUNTY, each a political subdivision of the State of Florida.

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

WHEREAS, each of the Counties which is a party to the Agreement is a legal entity and is a political subdivision of the State of Florida, and each has already established free public library services within its legal service area; and

WHEREAS, each of the Counties has determined that it is in the best interest of the resident of the Counties that the Counties enter into this agreement to implement and administer a multi-county cooperative library system (as defined below); and

WHEREAS, each of the Counties has determined, as a matter of fact, that the Counties' entry into this cooperative 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:

ARTICLE 1, PURPOSE:

The Counties enter into this agreement for the purpose of establishing a multi-county cooperative 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 legal service areas of the Counties, to provide for equal access to free public library service to all residents of the legal service areas of the Counties, and to formulate and implement consistent plans, program policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the Counties.

ARTICLE 2, DEFINITIONS:

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

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

c) "Jackson" shall mean Jackson 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) "PPLCS" shall mean the Panhandle Public Library Cooperative System, as established pursuant to the Agreement.

f) "The Agreement" shall mean this Agreement and any and all amendments thereto hereafter adopted.

g) "The PPLCS Board" shall mean the governing body of PPLCS, as established and empowered pursuant to the Agreement.

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

i) "Member County" shall mean a county which is, at the pertinent time, a signatory to the Agreement.

j) "Host County" shall mean the particular member county serving as fiscal agent for PPLCS.

k) "Administrator" shall mean the MLS librarian employed by the PPLCS Board as head of the administrative office of PPLCS, as provided for in Article 9 of the Agreement, with the responsibilities and authority as set forth herein.

l) "Director" shall mean the director or head librarian of a particular county library or library system.

m) "Cooperative Library" shall mean 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 areas.

ARTICLE 3:

This agreement shall constitute the entire agreement of the parties hereto and of PPLCS with respect to the multi-county cooperative library system and PPLCS. There are no promises, representations, or warranties other than those set forth herein. The 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 PPLCS Board, and executed on the behalf of each of the Counties and PPLCS Board.

ARTICLE 4, TERM:

The term of the Agreement shall commence and be effective on October 1, 2022. ~~2017, and shall end September 30, 2022, unless earlier terminated in accordance with the provisions of the Agreement or unless extended by supplemental Agreement.~~

ARTICLE 5, WITHDRAWAL OR TERMINATION

Any member County may withdraw from the multi-county cooperative system established by the Agreement and from PPLCS, and thereby terminate its rights and responsibilities under the Agreement, without cause. The termination and withdrawal shall be effective only on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal and termination to the PPLCS Board and to each Member County on or before April 15 prior to the September 30 effective date of termination. Upon any withdrawal or termination of the Agreement by any Member County (whether early termination or otherwise), all property and equipment acquired by PPLCS with local (County) funds shall (to the extent that ownership or possessions vests or is vested in PPLCS) belong to and be vested in the County in which the property is located, and possession thereof shall likewise vest in that County. Likewise, all property purchased with PPLCS funds and placed in a Member Library shall belong to and be vested in that County in which the property is located. All property and equipment acquired by PPLCS with LSTA funds valued in excess of $1000 shall remain the property of PPLCS, and should PPLCS discontinue operations, disposition of that property shall be determined by the State Library in accordance with applicable law and regulations.

ARTICLE 6, ADDITION OF NEW MEMBERS:

Any non-member County may become a party to the Agreement and a member of PPLCS upon approval of 2/3 of the PPLCS Board 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 April 15 of a given calendar year. Upon satisfaction of both of those conditions, the proposed new Member County shall become a party to the Agreement and a member of PPLCS effective the next succeeding October 1, subject to all provisions

and obligations, and entitled to all rights and privileges according to all of the Counties under the Agreement.

ARTICLE 7, PPLCS BOARD

PPLCS shall be administered and governed by a board known as the PPLCS Board. The PPLCS Board shall consist of two members from each County which is a party to the Agreement. In addition, each County Director (or head librarian or administrative head) shall be ex-officio, voting member of the PPLCS Board. Each County shall appoint members who shall each be a registered voter of the County, one of which shall serve initially till September 30, 1994, and the other of which shall serve initially till September 30, 1995. Thereafter, each County shall appoint successor members having the same qualifications to staggered two-year terms. Non-County employees may be paid a stipend up to $100 per PPLCS Board meeting. Upon termination of the Agreement and withdrawal from PPLCS by a Member County, the appointees designated by that County shall no longer be members of the PPLCS Board. Upon addition of a new Member County to PPLCS, that County shall be entitled to and shall appoint two PPLCS Board members similarly qualified under the above staggered term structure. The PPLCS Board shall administer the Agreement.

ARTICLE 8, POWERS AND AUTHORITY:

The PPLCS Board is hereby solely empowered to take such collective actions as is reasonable or appropriate to achieve the purposes as set forth above. In addition to the powers expressly provided for herein, the PPLCS Board shall have such 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, hold, or dispose of property; and to incur debts, liabilities, or obligations (provided that the debts, liabilities, or obligations of PPLCS and of the PPLCS 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 PPLCS Board shall also have the exclusive authority to hire, discharge, and set all conditions of employment of the Administrator and all PPLCS staff (subject to the provisions of Article 9 of the Agreement). The PPLCS Board shall also have the authority to set policy, adopt plans, adopt budgets for, and enter into collateral contracts on behalf of the system.

ARTICLE 9, STAFFING:

The Administrator and all PPLCS staff shall be hired by the PPLCS Board. The Administrator shall be the head of the PPLCS Administrative Office, and shall have the following minimum qualifications: Master of Library Science (or equivalent) degree from a library school 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 per week. The Administrator shall be an at-will employee and shall serve at the pleasure of the PPLCS Board, with its Chair as the supervisor of the Administrator. The PPLCS Board shall set positions and salary structure of all PPLCS

employees. The Administrator shall interview (along with at least one member of the PPLCS Board), recommend to the PPLCS Board for hiring, and supervise (with an exclusion concerning discharge, as provided for in Article 8) all PPLCS Administrative Office staff. The PPLCS Board may utilize the services of a Host County except that the employing, engaging, and supervision of PPLCS employees and the setting of salary structure for employees of PPLCS shall be determined by the PPLCS Board. The PPLCS Board in utilizing the services and fiscal procedures of the Host County shall be responsible for reimbursement, on an actual cost basis, of the related expended to the Host County.

ARTICLE 10, LONG-RANGE PLAN FOR LIBRARY SERVICES:

The PPLCS Board shall develop and implement a long-range plan for the operation, maintenance, and development of library service to the residents of the legal service area of the Member Counties. The Long-Range Plan shall indicate the role that each participating Member County and its library shall have in the implementation of the Long-Range Plan. The Long-Range Plan shall be developed by the Administrator in coordination with the PPLCS Board, and the participating County Commissions, and the library systems. The Long-Range Plan must be approved prior to implementation by the PPLCS Board. All authority with respect to County funding of the Long-Range Plan and of any other PPLCS program or expenditure from county revenues shall lie solely with the County and its Commission. However, all expenditures made at the local level and used as match for State Aid purposes must be expended in compliance with and to support the purposes of the PPLCS Long-Range Plan and Annual Plan of Service. There shall be a single budget for library service to the residents of the legal service areas of the Member Counties. The budget must incorporate an annual plan of service and expenditure, and must reflect the goals, objectives, and policies of the Long-Range Plan and of the Agreement. The budget shall be developed along a fiscal year ending on September 30 of each calendar year. The PPLCS Budget shall be prepared to include the individual Member Counties' library budgets as presented by each respective Member County. The PPLCS budget shall further be prepared and composed by the Administrator in coordination with the Counties' Commissions and their library systems, and must be approved by the PPLCS Board. The PPLCS Board shall have the final authority over the PPLCS budget (subject to the authority for funding reserved above to the Counties). The Annual Plan of Service and Budget shall include and take into account funds received from and expended by Member Counties and PPLCS, aid received from State and Federal governmental sources, and all other revenues received to provide library service.

ARTICLE 11, DUTIES OF THE ADMINISTRATOR:

The following activities shall be carried out by the Administrator under plans, policies, goals, objectives, and budgets adopted by the PPLCS Board; development of a single Long-Range Plan for libraries throughout the PPLCS legal service areas for proposal to and consideration for adoption by the PPLCS Board; development of a single Annual Plan of Service and Budget for consideration for adoption by the PPLCS Board; recommendation of PPLCS library service policies for consideration for adoption by the

PPLCS Board including consistent policies for the guidance of public library services to be provided throughout the PPLCS legal service areas; management of PPLCS to assure the implementation of the Long-Range Plan, the Annual Plan of Service and Budget, and the goals, policies, and objectives of the PPLCS Board; the preparing of reports on behalf of the library system as required by the Division of Library and Information Services of the State of Florida; the development and implementation of a PPLCS Board approved plan for automated systems to provide system-wide access to materials, programs, and services; the development and implementation of the PPLCS Board approved collection development and management program for all library collections; and the development and implementation of PPLCS Board approved library programs and services.

ARTICLE 12, PURCHASING:

Purchasing shall be in accordance with procedures set forth by the PPLCS Board, and as approved by the PPLCS Board, provided said procedures meet at least minimum fiscal requirements of the Host County.

ARTICLE 13, ACCEPTANCE OF GIFTS, GRANTS, ASSISTANCE FUNDS, OR BEQUESTS:

PPLCS shall be entitled to apply for or receive gifts, grants, assistance funds, or bequests. All such monies, property or other funds granted to PPLCS shall be the property of PPLCS (subject to termination provisions as set forth above in Article 5). All such monies, property, or other funds granted to a Member County shall remain and be the sole property of the Member County. PPLCS shall serve as the agent for the Counties for the making of claims or applications for federal or state aid payable to the Counties on account of the execution of the Agreement.

ARTICLE 14, LIABILITIES:

PPLCS and the PPLCS Board shall have the authority to procure liability and other insurance for such purposes, and in such coverages and amounts as the PPLCS 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 PPLCS, to the Counties, to the members of the PPLCS Board, to the Administrator, to any employee of PPLCS, or to any other person or entity.

ARTICLE 15, ARBITRATION:

In the event that any dispute arises between any Member County and any other Member County, PPLCS, the Administrator, or the PPLCS Board, with respect to the rights or responsibilities of the Counties, PPLCS, or the PPLCS Board under the Agreement or otherwise as related to PPLCS or its activities or purposes, that dispute shall be arbitrated in accordance with Florida Statues, Section 44.104 (1992), or the most current legislation.

ARTICLE 16, FISCAL RESPONSIBILITY:

The PPLCS Board shall procure an audit annually of all funds administered by PPLCS, or the Administrator, or the PPLCS Board, and all funds claimed as expended centrally for State Aid purposes, which audit shall be prepared and presented to the PPLCS Board which shall distribute copies to each Member County, and to the State Library of Florida, which shall then be used to qualify for State Aid. The PPLCS Board 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 in any fashion to the inclusion of PPLCS activities within the Host County audit shall be reimbursed by PPLCS. Each Member County shall provide a copy of its county audit (as it relates to library functions) to the PPLCS Board and to the Administrator. The Administrator shall furnish (without request) a written quarterly (or more often) report to each PPLCS Board Member, and to each Member County regarding the use and expenditures of funds, under the control of PPLCS (including information concerning quarterly expenditures, year-to-date expenditures, and current balance for the fiscal year) and the progress in carrying out the Long-Range Plan. Each member County Director shall furnish (without request) to the Administrator a report regarding that Member County's use and expenditure of PPLCS funds under the Member County's control, which shall include information concerning quarterly expenditures, year-to-date expenditures, and the current balance for the fiscal year.

ARTICLE 17, 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 sources to PPLCS and the PPLCS Board. Subject to that reservation, each Member County agrees to expend funds in accordance with the PPLCS Long-Range Plan and Annual Plan of Service and Budget. In addition, County funds for the support, operation, and maintenance of each Member 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 PPLCS Board shall have the authority for the approval of each Member County library budget of revenues and expenditures; provided, however, that a Member County library budget shall be approved and not rejected or modified by the PPLCS Board unless that budget is expressly found to be in violation of the provisions of the Agreement.

ARTICLE 18, NOTICE:

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 receipt. Alternatively, personal delivery to the Chairman of the Commission of a particular County shall constitute effective delivery of notice. For the purposes of the Agreement, the addresses of the parties shall be:

Calhoun County, Blountstown, Florida 32424
Holmes County, Bonifay, Florida 32425
Jackson County, Marianna, Florida 32446

Amendments/Additions as above on pages 1- through 8 of the PPLCS Interlocal Agreement are:

EXECUTED in three counterparts the dates below written.

CALHOUN COUNTY, FLORIDA

By: _____

Chairman
DATED: _____

HOLMES COUNTY, FLORIDA

By: _____

Chairman
DATED: 17 May 2022

JACKSON COUNTY, FLORIDA

By: _____

Chairman
DATED: 05/10/2022

And approved by the PPLCS Administrative Board.

_____
Chair
Panhandle Public Library Cooperative System (PPLCS)

Approved: yes__X__ no_____
Date: **4/20/22**

ADDENDUM TO INTERLOCAL AGREEMENT REGARDING MULTI-COUNTY COOPERATIVE LIBRARY SERVICE

This ADDENDUM TO INTERLOCAL AGREEMENT REGARDING MULTI-COUNTY COOPERATIVE LIBRARY SERVICE, is entered into this 1st day of October, 2017, by and between Calhoun County, Holmes County, Jackson County and the Panhandle Public Library Cooperative System ("PPLCS") (hereinafter "the parties").

WHEREAS, PPLCS was established by the October 1, 2017 Interlocal Agreement Regarding Multi-County Cooperative Library Service (hereinafter ("Interlocal Agreement") executed by the parties;

WHEREAS, Jackson County Florida (hereinafter "Jackson"), serves as the Host County to PPLCS under Article 9 of the Interlocal Agreement;

WHEREAS, pursuant to Article 9 of the Interlocal Agreement, Jackson provides group health insurance to the PPLCS Administrator and her staff, the cost of which is reimbursed to Jackson by PPLCS;

WHEREAS, PPLCS wishes to continue to be insured through Jackson; and

WHEREAS, Jackson desires to limit any liability it may have in connection with the provision of such insurance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, as well as in the Interlocal Agreement, the parties agree as follows:

1. The PPLCS Administrator and all other employees of PPLCS shall not constitute employees of Jackson for any purpose including, but not limited to, the payment of wages, the maintenance of employment records, the provision of workers' compensation and/or unemployment compensation benefits. The parties acknowledge and agree that Jackson shall not

have the authority to direct, control, assign, retain, remove or discipline PPLCS employees, which rights shall be retained exclusively by PPLCS.

2. The PPLCS Administrator and all other employees of PPLCS shall not constitute employees of Jackson for purposes of any law, rule or regulation including, but not limited to, the Fair Labor Standards Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the Florida Civil Rights Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, any federal, state and local tax laws, or any state or federal common law.

3. In the event that the PPLCS Administrator or any other employee of PPLCS claims that Jackson constitutes their employer by reason of Jackson's provision of group health insurance coverage, PPLCS agrees to defend, indemnify and hold harmless Jackson for any and all damages, losses and expenses, including, but not limited to, the cost and expense of defense, attributable to any employment law claims made against Jackson, including any and all such actions, claims or demands arising under local, state or federal anti-harassment, ant-discrimination and anti-retaliation statutes, codes or ordinances, including, but not limited to, the Fair Labor Standards Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the Florida Civil Rights Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, any federal, state and local tax laws, or any state or federal common law.

4. As a condition precedent to indemnification, Jackson will inform PPLCS within 3 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from PPLCS; and PPLCS will cooperate in the investigation and defense of any such matter.

5. The provisions in paragraphs 1 through 4 of this Addendum constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Executed in four counterparts the dates below written.

CALHOUN COUNTY

2/13/18
Date

By: Danny Ray Wise
Name: Danny Ray Wise
Title: Chaicman

HOLMES COUNTY

01/30/2018
Date

By:
Name: Danny Powell
Title: Chairman

JACKSON COUNTY

11-14-17
Date

By:
Name: Eric Hill
Title: Chairman

PANHANDLE PUBLIC LIBRARY COOPERATIVE SYSTEM

1/17/18
Date

By:
Name:
Title: Chairman