

Okaloosa County Public Library Cooperative 2023 Interlocal Agreement

This Interlocal Agreement (“Agreement”) is entered into among Okaloosa County, hereinafter referred to as the “County,” and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, hereinafter referred to as “Participating Municipalities,” each a municipal corporation located in Okaloosa County, Florida.

WHEREAS, Section 163.01, Florida Statutes, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

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

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

WHEREAS, the County and the Participating Municipalities desire to cooperate in a countywide agreement to provide public library services without charge in Okaloosa County; and

WHEREAS, the County is an eligible political subdivision under Section 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single administrative unit that can designate a governing body for countywide library service.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the legal service area of the COOPERATIVE; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the participating entities.
2. **DEFINITIONS:**
 - a) “Cooperative” shall mean the Okaloosa County Public Library Cooperative.
 - b) “Cooperative Coordinator” shall mean the employee of the Okaloosa County Public Library Governing Board who administers Cooperative headquarters and coordinates

Cooperative activities and who meets the requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d), Florida Administrative Code.

- c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
- d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
- e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
- f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
- g) "Fiscal Year" shall mean budget year October 1-September 30.
- h) "Fixed Assets" is defined by the county 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.
- i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
- j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
- k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
- l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
- m) "Participating Governing Body" shall mean the governing body of Okaloosa County, the governing bodies responsible for the decision and policy making activities of Participating Libraries and the governing bodies of Participating Municipalities without Libraries.
- n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
- o) "Service Area" shall mean all eligible residents of Okaloosa County
- p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.

3. This Agreement shall constitute the entire agreement of parties hereto and of the Okaloosa County Public 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. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board, and executed on behalf of each Participating Governing Body and the Governing Board.

4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2023 whichever comes first, and shall end or be renewed December 31, 2023 unless terminated in accordance with the provisions of the Agreement or unless extended by supplemental Agreement subject to renewal and revision.

Recognizing the Agreement crosses two fiscal years (FY2023 and FY2024) but monetary allocation is distributed in FY2023, the allocation for FY2024 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

5. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. Section 7 defines Dispensation of Property and Equipment. The termination and withdrawal shall be effective on the next succeeding December 31, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before August 1 prior to the December 31 effective date of termination.

6. ADDITION OF NEW MEMBERS:
 - a) Libraries: Any library within Okaloosa County may become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative that meets the following minimum standards.
 - (1) Be administered by a governing board responsible for the decision and policy making activities of the Participating Library.
 - (2) Be an established library with the physical facilities to securely house a library collection.
 - (3) Have an annual budget of at least \$40,000 as verified by the latest independent audit report and a continuous source of funding.
 - (4) Submit a letter of intent for formal membership to the Okaloosa County Public Library Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.
 - b) Upon satisfaction of these conditions, the proposed new Participating Library shall become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative effective the next succeeding January 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Libraries under the Agreement.

7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of the Agreement by any Participating Library (whether early termination or otherwise), all real property and equipment classified as fixed assets, defined in this agreement, purchased with federal funds by the Cooperative belongs to the Okaloosa County Public Library Cooperative and reverts to the Florida Department of State, Division of Library and Information Services (State Library) if the Cooperative ceases to exist. That library will be given a copy of its Marc Records in its current format at the time of termination. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense. Materials and equipment purchased with local or grant funds other than federal Library Services and Technology Act grant funds, whether funds of a municipality or the County, shall remain the property of the Participating Library for which they were

purchased, except in the case of any subsequent agreement or amendment to this Agreement.

8. **GOVERNING BOARD:** The name of the Governing Board shall be Okaloosa County Public Library Cooperative Board hereinafter called the Governing Board. Each Participating Governing Body that operates a Participating Library shall appoint one member to the Governing Board; the County shall appoint one member to represent the unincorporated area of the county. Appointed representatives must be publicly elected officials with voting privileges in their respective municipal governances. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence. The office of Chair shall be assigned to the member representing the County. The Cooperative Coordinator shall be the staff liaison to the board. Board members will not be paid a salary or wages, but may be reimbursed for travel and per diem expenses in accordance with section 112.061, Florida Statutes. The Governing Board serves as the governing body for the Library Cooperative and has the following powers, duties and responsibilities:
- a) Managing the affairs of the Cooperative.
 - b) Bylaws will be established by the Governing Board.
 - c) There will be six or more open public meetings a year of the Governing Board.
 - d) Adopt a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
 - e) Receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources.
 - f) Contract with the County to provide essential support services for the Library Cooperative.
 - g) Contract for services consistent with the Cooperative's Long-Range Plan and Annual Plans of Service.
 - h) Adopt and maintain a position description for and hire a Cooperative Coordinator through the established policies and procedures of the County.
9. **STAFFING:** The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: a Master's degree in Library Science from an American Library Association accredited university or college followed by two years of successful, full-time paid library experience in a public library open at least 40 hours a week. Cooperative staff members are employees of Okaloosa County, and their compensation and benefits will be in accordance with County policy. The staff position of Library Administrative Specialist provides marketing, technology and training support to member libraries, maintains the OCPLC office, and assists the Coordinator in activities as directed. The Cooperative Coordinator, under the supervision of the Board, shall interview, select, supervise and recommend discharge of staff for the office of the Cooperative in accordance within established County policies. All paid staff of the Participating Libraries shall remain employees of the Participating Governing Bodies that operate each library and the Participating Governing Bodies shall retain all rights, responsibilities and powers associated with

employment of staff.

10. **POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR:** The Coordinator shall be accountable to the Board for overall administration of the Cooperative and implementation of policies, procedures and programs, as determined by the Board. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries under the plans, policies, and budgets adopted by the Cooperative Governing Board, and they may not be delegated through Interlocal agreements or any other service agreements: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.
11. **LIBRARY DIRECTORS' COUNCIL:** The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library, the Cooperative Coordinator, and other appointments as deemed necessary by the Governing Board. The Council will hold at a minimum, one meeting per month, except in December.
12. **STRATEGIC AND ANNUAL PLAN:** The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan shall be adopted by the Cooperative Governing Board and be maintained through a yearly update by the Cooperative Coordinator in coordination with the aforementioned parties. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.
13. **ANNUAL BUDGET:** The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be adopted by the Cooperative Governing Board.
14. **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. The Board, through a Memorandum of Understanding (Appendix A), has designated the County as the fiscal agent to apply for or receive its funds from all sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.

15. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.

Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative. Upon request, the governing body of each Participating Library shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to library functions, under the control of the Participating Governing Body. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative.

16. APPROPRIATION OF PARTICIPATING MUNICIPALITY 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. However, minimum support at the level of funding appropriated prior to entering the Cooperative is recommended for Participating Municipalities. Subject to that reservation, Participating Municipalities agree to expend funds using the Okaloosa County Public Library Cooperative Strategic Plan as a guide for library service development.

17. APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS: The County shall provide at a minimum \$882,625 for the period beginning October 1, 2022 and ending September 30, 2023. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

- a) At a minimum \$315,437 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.
- b) At a minimum \$567,188 of the monies allocated by the County shall be distributed to Participating Municipalities with Libraries according to the following guidelines and formula:
 - Construction funds are expressly prohibited.
 - Spending calculations and productivity statistics shall be based on those from two years

prior to the allocation period.

- Spending shall mean total audited expenditures of a library.
- Percentages shall be derived from totaling statistics of the member municipal libraries.
 - (1) Thirty percent (30%) divided equally among participating municipalities with libraries
 - (2) Fifty percent (50%) based on productivity, which consists of circulation and transits lost.
 - (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
 - (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes books, AV materials, databases, and periodicals.

Distribution shall be based on submittal of annual operating costs with descriptive codes in accordance with the state chart of accounts. Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 90 days) after receipt. The disbursement formula shall be reviewed by the Governing Board for modifications deemed appropriate following review of data collected indicating the number of users for each library and/or use of each library's collection. Any change to the allocation formula will require a modification or amendment to this Agreement and execution by each Participating Governing Body.

In the event of a member library's unplanned closure and/ or significantly reduced services for at least one week of operation, the member's productivity statistics may be adjusted as follows:

- For a period of one week up to three weeks, calculate a weekly average based upon numbers from the previous or succeeding week in the same month.
- For a period exceeding three weeks, substitute the numbers from the previous year for the corresponding month(s).

A member library's request to adjust productivity statistics must be approved by the Governing Board.

In addition to the financial contribution of the County, it shall provide, as additional in-kind support of the Cooperative, the following:

- Fiber optic connectivity, network hosting and administration, firewall and security management, server management, Help Desk services, support of standardized equipment and software configurations, email addresses and network access for library staff.
- IT will maintain two networks for library operations, one for library staff use and one for public access at libraries that elect to use the county fiber optic network. Network and computer maintenance and administration as well as end-user assistance will be provided on the library staff network. Computers on the public access network provided by the county will be maintained by IT; assistance to end users on the public access

network will not be provided by IT. In order to provide network support, member cities agree to allow access to maintained equipment on-site at the libraries.

- Other technical requirements of the Cooperative, to include licensing fees, software fees, purchase of hardware, equipment and peripherals, remain the responsibility of the Cooperative and/or member libraries. Only equipment purchases or leases that are coordinated through IT will be eligible for support.
18. LIBRARY USE: Non-resident user fees will be waived for active duty military members and their dependents who are residents of Walton or Santa Rosa counties.
 19. TRAINING: Participating Libraries shall close their facilities on one weekday per year for Cooperative-wide staff training activities. The date for the training day will be determined each year by a consensus of the Library Directors' Council.
 20. 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 of the operations and functions of its participating library, except where Participating Governing Bodies have ceded authority to the Cooperative Governing Board through this agreement.
 21. SOVEREIGN IMMUNITY: The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of County's, Crestview's, Destin's, Fort Walton Beach's, Mary Esther's, Niceville's, or Valparaiso's rights and immunities under Florida Constitution, common law or Section 768.28, Florida Statutes, as amended from time to time.
 22. INSURANCE: The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
 23. MODIFICATION OF AGREEMENT: Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
 24. NOTICE: 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 any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW

CITY MANAGER
City of Crestview
P. O. Box 1209
Crestview, FL. 32536

CITY OF MARY ESTHER

CITY MANAGER
City of Mary Esther
195 Christobal Road
Mary Esther, FL. 32569

CITY OF VALPARAISO

CITY CLERK
City of Valparaiso
465 Valparaiso Parkway
Valparaiso, FL. 32580

CITY OF DESTIN

CITY MANAGER
City of Destin
4200 Indian Bayou Trail
Destin, FL. 32541

CITY OF NICEVILLE

CITY MANAGER
City of Niceville
212 Partin Drive
Niceville, FL. 32578

CITY OF FORT WALTON BEACH

CITY MANAGER
City of Fort Walton Beach
107 Miracle Strip Parkway
Fort Walton Beach, FL. 32549

OKALOOSA COUNTY

COUNTY ADMINISTRATOR
1250 N. Eglin Parkway
Suite 100
Shalimar, FL. 32579

25. 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 therefore, and shall not invalidate the remaining provision.

26. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

27. PUBLIC RECORDS: All parties are subject to the public records law. If any of the parties have questions regarding the application of Chapter 119, Florida Statutes, regarding their duty to provide public records relating to this Agreement, contact the custodian of public records at Okaloosa County Risk Manager, 302 N. Wilson St., Crestview FL 32536; Phone: (850) 689-5977.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF CRESTVIEW

ATTES: Maryanne Schroder

J. B. Hatten

Title Mayor

(Title): City Clerk

This 10th day of October 2022

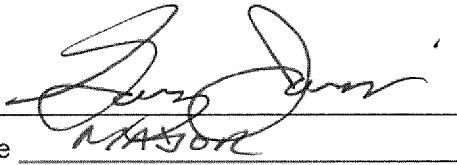


CITY OF DESTIN

ATTEST. _____



Title _____


MAYOR

(Title): _____

CITY CLERK

This _____

3rd day of OCTOBER, 2022

CITY OF FORT WALTON BEACH

ATTEST: *Kim McRae*

(Title): City clerk

Richard A. Ryan

Title Mayor

This 27th day of September, 2022



CITY OF MARY ESTHER

ATTEST: Elizabeth M. Ray

Christen
Title MAYOR

(Title): City Clerk

This 3rd day of October, 2022

CITY OF NICEVILLE

ATTEST: *David J. Sweet*

(Title): CITY CLERK

Daniel Herbel

Title MAYOR

This 11 day of OCTOBER, 2022

CITY OF VALPARAISO

ATTEST: Jimmy Johnson

(Title): City Clerk

Hubert B. Smith

Title Mayor

This 13th day of October, 2022

COOPERATIVE GOVERNING BOARD

ATTEST: Vicky Stever

(Title): Vicky Stever, Coordinator, OCPLC

Nathan D. Boyles, Chairman

Okaloosa County Public Library Cooperative

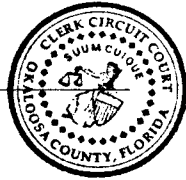
This 20th day of September, 2022

OKALOOSA COUNTY

ATTEST: J. D. Peacock, II

J. D. Peacock, II

(Title): Clerk of Circuit Court



Mel Ponder, Chairman

Board of County Commissioners

This 15 day of NOV, 2022



Approved as to Form

Lynn M. Hoshihara, County Attorney

APPENDIX A

CONTRACT# C12-1959-LIB
OKALOOSA LIBRARY COOPERATIVE
FISCAL AGENT MOU
EXPIRES: INDEFINITE

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

This is an agreement between The Okaloosa County Public Library Cooperative, hereinafter referred to as The Cooperative and the Board of County Commissioners of Okaloosa County, Florida, hereinafter referred to as The Board.

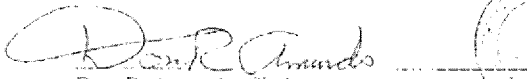
The purpose of this MOU is to identify The Board as the fiscal agent for The Cooperative and to grant them the authority to receive and disburse funds from Okaloosa County, from state and federal grant sources, from private donations and foundations and from any other sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County.

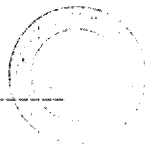
This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.



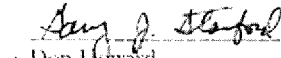
Bill Roberts, Chairman
Okaloosa County Public Library Cooperative



Don R. Amunds, Chairman
Board of County Commissioners



Attest:



Don Edward
Clerk of Courts

