

## **INTERGOVERNMENTAL AGREEMENT FOR A PUBLIC LIBRARY SYSTEM TO PROVIDE SHARED SERVICES IN BALDWIN COUNTY**

WHEREAS, the Baldwin County Commission (“County”) is the duly formed governing body in and for Baldwin County, Alabama; and

WHEREAS, the undersigned is the authorized agent for the duly formed governing body of the municipal public library referenced below (“Library”); and

WHEREAS, the County is establishing a library system for the benefit of the municipal public libraries in Baldwin County, which shall be known as the Baldwin County Public Library System (“BCPLS”). The BCPLS is not a public library and is established solely for the purpose of providing a framework of written contracts for shared services to participating municipal public library boards within Baldwin County; and

WHEREAS, municipal public libraries are not required to participate in the BCPLS. Libraries electing not to participate will be unable to utilize the shared services provided by BCPLS and contained within this agreement and, pursuant to regulations of the Alabama Public Library Service, will not receive a proportionate share of state aid provided for the unincorporated population of Baldwin County; and

WHEREAS, municipal public library boards participating in the BCPLS (“Member Libraries”) must (i) meet the requirements set forth in Chapter 520-2-2 of the Alabama Administrative Code, (ii) be eligible to receive state aid and proportionally share in the unincorporated population state aid allocation from the Alabama Public Library Service for Baldwin County (“State Aid Allocation”), (iii) execute this agreement, and (iv) allow utilization of library services by all citizens of Baldwin County; and

WHEREAS, the County has determined that this agreement and the establishment of the BCPLS will provide important shared services to Member Libraries for the efficient and effective sharing of resources for the benefit of all the citizens of Baldwin County; and

WHEREAS, the Library has determined that the shared services provided by the BCPLS will benefit the public and agrees to provide consideration for the same as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants

contained herein, the sufficiency of which being hereby acknowledged, the County and the Library do hereby agree as follows:

1. Qualification. As consideration for the shared services set forth herein, the Library must (i) continue to meet the requirements set forth in Chapter 520-2-2 of the Alabama Administrative Code, (ii) remain eligible to receive the State Aid Allocation, and (iii) allow utilization of library services by all citizens of Baldwin County.

2. Shared Services. The shared services provided by the BCPLS to the Library under this agreement are as follows:

- a. Courier service of shared collections and materials to all Member Libraries.
- b. Participation in programs/services which provide efficient benefits to the BCPLS.
- c. Management of the Baldwin County Integrated Management System as the administrator on behalf of Member Libraries.
- d. Serving as the centralized site for the Baldwin County Integrated Management System / Integrated Library System and coordinating support with vendors.

3. Grant Assistance. In addition to the shared services set forth above, Member Libraries may request assistance from the County Grants Department with library and library system grants. Such requests for assistance must be approved by the County Administrator and are subject to the availability of the County Grants Department.

4. Termination. This Agreement shall remain in force and effect unless and until written notice of termination is given by either party. Such notice of termination must be provided at least 180 calendar days before the end of the then current fiscal year, September 30<sup>th</sup>. Upon notice of termination, the contract shall remain in force and effect for the remainder of the then current fiscal year.

5. Indemnity. Each party shall indemnify and hold harmless the other, for its own acts or omissions that cause damages, losses or claims to be asserted against the other party. Said indemnity shall include indemnification for damages, costs, expenses, attorneys' fees, expert fees, litigation expenses, collection expenses, awards of money damages, settlement amounts, and any other type of loss or cost

suffered by the indemnified party.

6. Recitals. The recitals set out above are incorporated into this Agreement as though the same were set out in full in this paragraph.

7. Independent Entities. By entering into this Agreement, the Library is not an agent of the County, its commissioners, officers, employees, agents or assigns. The Library is an independent entity from the County, and nothing in this Agreement creates an agency relationship between the parties.

8. Approval and Effective Date. This Agreement shall become effective upon the date of full execution by both parties.

9. Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.

10. Entire Agreement. This Agreement represents the entire and integrated agreement between County and Library and supersedes all prior negotiations, representations, or agreements, either written or oral. Specifically, but without limitation, all prior agreements between the parties pertaining to shared services, if any, are hereby terminated and replaced entirely by this Agreement. This Agreement may be amended only by written instrument signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.