



**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 library 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, could adversely affect the 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 support 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 support 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. Consideration. As consideration for the shared services set forth herein, the Library will pay to the County an amount equal to fifteen percent (15%) of the Library's total State Aid Allocation each quarter starting October 1, 2024. Each quarterly payment must be made within fifteen (15) days of the Library receiving its State Aide Allocation and include a copy of the total State Aide Allocation for such quarter. As additional consideration, 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 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. Coordination of inter-library loan (ILL) services on behalf of Member Libraries. The parties acknowledge and agree that ILL services (i) allow patrons to borrow materials from libraries outside of Baldwin County and (ii) allow Member Libraries to loan materials to libraries outside of Baldwin County.
- 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 joint 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 30th. 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. 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.

CONTRACT PERIOD

This agreement shall be in force for a period of 12 months, effective upon the date of full execution by both parties. Prior to the end of the contract period, a decision will be made by all parties involved as to whether to renew and/or renegotiate any or all sections included.

The FAIR HOPE PUBLIC LIBRARY agrees with the terms that have been set forth in this document and all related appendices and will participate as an active participant in the Baldwin County Public Library System as described herein.

Ane G. Johnson 6/26/24
Library Board Chairman Date

Billie Jo Underwood 06/18/2024
By: BILLIE JO UNDERWOOD Date
As Its: Chairman

ATTEST:

Roger H. Rendleman 06/14/2024
By: ROGER H. RENDLEMAN Date
As Its: County Administrator

