

RESOLUTION 71-11-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SIGNATURE OF AN UPDATED COOPERATIVE AGREEMENT BETWEEN COOPERATIVE MEMBER LIBRARIES TO INCLUDE THE TOWN OF LAKE PARK IN THE COOPERATIVE AUTOMATED SERVICES, PROVIDING THE REQUIRED ASSURANCES; AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE TOWN.

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, in order to meet the requirements for membership in the Cooperative Authority for Library Automation (“COALA”), the Town Commission of the Town of Lake Park is required to approve the signature of the amended agreement and make the certifications provided herein;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;


- Section 1. The foregoing recitals are adopted as true and correct findings of act by the Town Commission and are incorporated by reference herein. The Town of Lake Park, Florida is apolitical subdivision, eligible to participate as a member of COALA.
- Section 2. Attached hereto is **Exhibit A**, five (5) true original copies of the amended agreement which now includes City of Boynton Beach, Delray Beach Public Library, Village of Palm Springs Library , Lake Park Public Library and the Southeast Florida Library Information Network (SEFLIN) that are hereby incorporated by reference and approved as part of this Resolution by the Town Commission of the Town of Lake Park.
- Section 3. The Town Commission of the Town of Lake Park hereby authorizes the Mayor and Town Manager to execute signatures on behalf of the Town and its participation in the Cooperative.
- Section 4. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> — </u>
COMMISSIONER JOHN LINDEN	<u> / </u>	<u> — </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution No. 71-11-21 duly passed and adopted this 17 day of November, 2021.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:


BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



EXHIBIT "A"

Cooperative Agreement for COALA
October 2021

Cooperative Agreement among COALA (Cooperative Authority for Library Automation) libraries including the City of Boynton Beach, the Town of Lake Park, the Village of Palm Springs, the Delray Beach Public Library and the SEFLIN Inc. for the operation of a shared online catalog and automated library system.

WHEREAS, COALA is a library cooperative of four public libraries; the City of Boynton Beach, the Town of Lake Park, the Village of Palm Springs, and the Delray Beach Public Library.

WHEREAS, this collaboration leverages local funds to achieve operational efficiencies and cost savings for public libraries and provide for more effective use of public resources;

WHEREAS, the use of a single, shared online catalog expands resource sharing and cooperative services among public libraries and delivers faster access to a greater number and variety of resources for library patrons;

NOW, THEREFORE, the Parties hereto, desiring to continue their commitment to COALA upon the terms set forth below, do hereby agree as follows:

I. Terms and Conditions

The service term shall be effective from October 1, 2021 to September 30, 2023. Upon completion of this term, the Parties must notify SEFLIN in writing ninety (90) days prior to the end of the then current Term of their intention to withdraw. Renewal may fall under different terms and conditions. Payments will signify the Parties wish to renew the agreement into a new two-year term.

While the Library retains autonomy over its local operations, participation in COALA requires collaboration in developing common policies and shared decision making. For acceptance into and continuing participation in COALA, the Library shall adhere to the following terms and conditions:

A. General Terms and Conditions 1) Provide in-person services to patrons of all COALA libraries; 2) Provide Library representation at COALA General Membership meetings; 3) Allow use of the Library's name in COALA official documents and informational sites;

B. Data Terms and Conditions 1) Input, maintain, and share bibliographic holdings with all COALA libraries; 2) Input newly acquired holdings; 3) Input, maintain, share, and keep patron records confidential according to applicable federal and State laws; including Florida Statute Title XVIII, Chapter 257, Section 261 4) Comply with the COALA cataloging best practices and procedures for item records; 6) Enter accurate

information for all COALA transactions and statistics;

C. Lending and Resource Sharing Terms and Conditions 1) Lend Library materials to patrons of COALA libraries. This does not preclude charging standard Interlibrary Loan (ILL) fees if the loan is transacted through ILL rather than in person.

II. Financial Responsibilities – SEFLIN

A. SEFLIN will contract with Bywater Solutions to provide a complete install of the KOHA software, migrate all participating libraries' data, customize the OPACS, provide unlimited support and annual hosting, and onsite training. A budget shall be prepared and presented to the participating libraries no later than January 15 of each year. The operational budget will be on the basis of proportional contributions for each participant.

B. SEFLIN shall keep an accurate accounting of the financial responsibilities of each participant and the Parties' compliance with the terms of this agreement, and each Parties' compliance with its financial obligations. SEFLIN shall provide an annual report to each participant evidencing the expenditures associated with this Agreement, and each Parties' compliance with its financial obligations.

C. SEFLIN shall manage project administration for COALA. Project administration includes project oversight, project schedule development, vendor negotiations and contract administration, budget forecasting, migration management, development and maintenance of communications channels, and coordination of COALA Committees.

D. SEFLIN shall assist with first-line software support for COALA. First-line support may include providing remote and onsite assistance, training, and facilitating communications with second-level vendor support.

III. Financial Responsibilities – Participating Library

A. The Library shall fund its portion of shared ILS costs for base level access to the COALA ILS. Base level access includes access to and use of the COALA Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.

B. Costs per library will be determined based upon a formula that considers the number of participating libraries, the population size, and the number of bibliographic records held for each library. An additional \$750 per Library shall be collected for SEFLIN administrative support and labor.

With the current four libraries:

2 libraries with service population over 50,000 – each library pays 37.5%
2 libraries with service population under 50,000 – each library pays 12.5%

C. Non-optional third-party services may be required to support the COALA ILS and may incur additional annual costs to the Library. Non-optional third-party services must be agreed to by a two-thirds majority of all COALA libraries and approved by SEFLIN's COALA Program Manager. Written notification of the implementation of non-optional third-party services shall be given to all COALA libraries on or before October 1. The new service shall become effective October 1 of the following Federal Fiscal Year.

D. Optional third-party services that do not directly support COALA ILS maintenance may be added at the discretion of the Library. The Library shall not adopt optional third-party services that may adversely affect other COALA libraries.

IV. Availability of Funds

All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purposes set forth and the Agreement shall automatically terminate if funds cease to be available.

V. Withdrawal from COALA

A. The Library shall have the right to discontinue participation in COALA following notice before January 1 of the second year of the bi-annual term to SEFLIN and in accordance of the municipalities Interlocal Agreement. The withdrawal shall be effective September 30 of the Federal Fiscal Year. Upon completion of withdrawal, this Agreement shall be considered terminated.

B. Notice shall be made only through written notice to the Executive Director of SEFLIN at the following address:

SEFLIN
777 Glades Road
452 Wimberly Library
Boca Raton, FL 33431

C. In the event of withdrawal, the Library shall: 1) lose all rights and benefits to COALA services; 2) have their patrons withdrawn from COALA resource sharing, and delivery systems; 3) have sole responsibility for replacement of all services provided through COALA and SEFLIN's subscription agreements; 4) have sole responsibility for notifying third party software vendors of the Library's effective date of withdrawal from COALA; 5) pay the cost to remove the Library's complete policy set, circulation rules, hold policies, library settings, staff accounts, item records, and patron records from COALA at the current rate of its hosting vendor; and 7) not receive a refund for any portion of annual subscription costs or third party vendor costs paid by the Library as the effective

date of withdrawal shall occur after completion of a full service year.

D. In the event of withdrawal, SEFLIN shall: 1) discontinue COALA funding and services for the Library on the designated termination date; and 2) provide up to two (2) data export reports of the Library's bibliographic, item, patron, and circulation data at no cost to the Library.

VI. Modification/Amendment of Agreement

This Agreement may be amended at any time upon written agreement of the Parties.

VII. Term and Termination of Agreement

A. This Agreement shall be effective upon final signature of the Parties. The Library and SEFLIN may, either by amendment to this Agreement pursuant to Section V above or by approval of a new Agreement, extend the term bi-annually by October 1 for each 2-year term.

B. If the term of this Agreement is not extended and no successor agreement is to be executed upon the expiration of the term of this Agreement, the Library shall immediately proceed with withdrawal from COALA pursuant to Section V above. Upon completion of withdrawal, this Agreement shall be considered terminated.


SIGNATURE PAGE FOLLOWS

Contact Information

SEFLIN Inc.
Brock Peoples
Executive Director
777 Glades Road, FAU, 452 Wimberly Library
Boca Raton, FL 33431
561-208-0984 x229
peoples@seflin.org

Town of Lake Park Public Library
Judith Cooper
Library Director
529 Park Avenue
Lake Park, FL 33403
561-881-3330
jcooper@lakeparkflorida.gov

_____ Date: _____
(Partner signature)
Brock Peoples
SEFLIN
Executive Director

 _____ Date: 11/17/2021
(Partner signature)
Michael O'Rourke
Town of Lake Park
Mayor

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October 2021

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Judith Cooper
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529 Park Avenue
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jcooper@lakeparkflorida.gov

_____ Date: _____
(Partner signature)
Brock Peoples
SEFLIN
Executive Director

 _____ Date: 11/17/2021
(Partner signature)
Michael O'Rourke
Town of Lake Park
Mayor