

**RESOLUTION NO. 08-02-10**

**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 VILLAGE OF NORTH PALM BEACH 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**, six (6) true original copies of the amended agreement which now includes North Palm Beach Library, 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 Commissioner Rumsey, who moved its adoption. The motion was seconded by Commissioner Daly and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	___
VICE-MAYOR JEFF CAREY	<u>/</u>	___
COMMISSIONER ED DALY	<u>/</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	___
COMMISSIONER KENDALL RUMSEY	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 08-02-10 duly passed and adopted this 3 day of February, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois  
DESCA DUBOIS  
MAYOR

ATTEST:

Vivian M. Lemley  
VIVIAN M. LEMLEY  
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird  
THOMAS J. BAIRD  
TOWN ATTORNEY

**COOPERATIVE AGREEMENT AMONG THE CITY OF BOYNTON BEACH, THE TOWN OF LAKE PARK, THE VILLAGE OF PALM SPRINGS, THE VILLAGE OF NORTH PALM BEACH, AND THE DELRAY BEACH PUBLIC LIBRARY ASSOCIATION, INC. FOR THE OPERATION OF A SHARED LIBRARY AUTOMATION SYSTEM**

THIS COOPERATIVE AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2009, by and between the TOWN OF LAKE PARK, VILLAGE OF PALM SPRINGS, VILLAGE OF NORTH PALM BEACH, the CITY OF BOYNTON BEACH, all Florida municipal corporations, and the DELRAY BEACH PUBLIC LIBRARY ASSOCIATION, INC., a Florida corporation not for profit, all located in the County of Palm Beach, hereinafter referred to as "Participants."

**WITNESSETH:**

WHEREAS, each of the Participants presently maintains a free public library; and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement for the express purpose of cooperating in the provision of an automated library service which shall benefit mutually and equally the residents of the cities involved.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, the participants hereby agree as follows:

Section 1. The Participants, in order to provide for the authority to enter into this contract, agree to and acknowledge the following:

A. This Agreement constitutes a joint exercise of power shared in common which any Participant could exercise separately.

B. The purpose of this Agreement is to provide for the establishment and operation of cooperative automated library services for the mutual advantage of the Participant's municipal

residents. The name of the organization that is formed pursuant to this Agreement is the Cooperative Authority for Library Automation (“COALA”).

C. The City of Boynton Beach will arrange for the purchase of the SIRSI Dynix Unicorn Software (the “Software”). The Participants will share in the costs associated with the purchase and maintenance of the Software, and the server on which the Software and associated information is maintained. Each Participant’s share of the annual costs associated with the purchase and maintenance of the Software and server shall be as indicated in Exhibit “A”, which is attached hereto and incorporated herein by reference.

D. The Participants shall meet annually and at such other times as the Participants deem necessary in order to address any issues related to the use of the Software.

E. Each Participant shall designate one representative who shall be the contact person with respect to the operation of the Software and the performance of the Participant’s obligations pursuant to this Agreement.

F. The Participants shall prepare and submit an operational manual for the use of the Software and server. The Participants may amend the operations manual upon the mutual written agreement of a majority of the Participants.

G. It is the intent of this Contract that COALA’s major function shall be the establishment of a centralized automated library control service; however, the Participants, subject to the approval of the governing bodies of all Participants, may amend this Agreement in order to provide for additional functions as it may deem in the best interests of the public.

H. The annual budget for the performance of this Agreement shall be prepared by the Participants and submitted to their respective Chief Administrative Officers no later than May 1<sup>st</sup> of each year as part of each Participants’ annual budget. Capital funding and the annual

operational budget shall be on the basis of proportional contributions for each Participant. The proportional contributions of each Participant shall be as provided in Exhibit "A" which is attached hereto and incorporated herein by reference. The annual budget shall be funded from available Federal, State and local funds that are available for the Participant's use, and shall be subject to annual budgeting and appropriation by the Participants' governing bodies. Any capital improvements required in association with the use of the Software shall be computed on the same fair share basis.

I. The City of Boynton Beach shall keep an accurate accounting of the financial responsibilities of each Participant, and the Participant's compliance with the terms of this Agreement. The City of Boynton Beach shall provide an annual report to each Participant evidencing the expenditures associated with this Agreement, and each Participant's compliance with its financial obligations.

J. All improvements, fixtures and moveable property to be constructed or installed at the site of the automated library services control center shall be purchased in the name of the City of Boynton Beach, for the use of all the Participants. Upon the termination of this Agreement, any such improvements, fixtures, and moveable property which can be severed without destroying all resale value shall be sold and the proceeds applied toward liabilities of each Participant, if any, or divided among all the Participants at the time of termination of this Agreement as provided in Paragraph K.

K. Upon termination of this Agreement, all of the assets and liabilities associated with the performance of this Agreement shall be distributed to all of the Participants who remain a party to the Agreement at the time of termination, pro-rated on the basis of each Participant's investment.

L. Neither the Participants nor any of their respective employees shall be deemed to assume any liability for acts, omissions, or negligence of any other Participant's employees, and each shall hold the others harmless from and shall defend the others against any claims for damages resulting therefrom. All liability for injury to personnel and for loss or damage of equipment incurred in connection with this Agreement or in the performance of services or functions pursuant hereto shall be borne by the Participant employing such personnel or owning such equipment, and the Participants shall carry sufficient insurance to cover all such liabilities. This provision shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

M. Each Participant shall retain the right to terminate this Agreement at any time following one year's written notice to the other Participants, and after the effective date of such notice the Participant will be relieved of any further obligations under this Agreement, except that nothing herein shall be construed to impair the obligations of any other contract then in effect to which the Participant is a party.

N. The Participants are independent entities and are not employees or agents of the other Participants. Nothing in the Agreement shall be interpreted to establish any relationship other than that of independent entities, between the Participants, their employees, agents, subcontractors, or assigns, during or after the term of the Agreement.

O. Any other library may become a party to this Agreement, and a party to COALA upon such terms and conditions as are approved, in writing, by all the Participants, which terms and conditions shall be incorporated into this Agreement by amendment.

P. All Participants shall allow public access to all documents and materials associated with this Agreement in accordance with Chapter 119, Florida Statutes.

Q. This Agreement states the entire understanding and agreement between the Participants and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Participants with respect to the subject matter of this Agreement.

R. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in that proceeding, including appellate fees and costs, in addition to any other relief to which such party may be entitled.

Section 2. The term of this Agreement shall be perpetual, subject to the Participant's annual budgeting and appropriation, and shall take effect upon execution by all Participants to wit: TOWN OF LAKE PARK, VILLAGE OF PALM SPRINGS, VILLAGE OF NORTH PALM BEACH, the CITY OF BOYNTON BEACH, and the DELRAY BEACH PUBLIC LIBRARY ASSOCIATION, INC. This Agreement may be deemed effective upon the concurrence of all Participants in the same manner as the adoption of this Agreement. The Agreement shall be terminated upon the adoption of an amendment to that effect by all Participants, or in the event that all but one of the Participants have terminated the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 2009.

Witness:

Sammy Stanzoni  
Leah Krasoff

(SEAL)

Witness:

\_\_\_\_\_  
\_\_\_\_\_

Witness:

\_\_\_\_\_  
\_\_\_\_\_

Witness:

[Signature]  
[Signature]

CITY OF BOYNTON BEACH

By: Jimmy Taylor  
Mayor

Attest: Janet M. Prainito  
City Clerk

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY



TOWN OF LAKE PARK

[Signature]  
[Signature]  
Attest: Vivian Lemley



VILLAGE OF PALM SPRINGS

\_\_\_\_\_  
Attest: \_\_\_\_\_

VILLAGE OF NORTH PALM BEACH

[Signature]  
Attest: Melissa Teal



Witness:

DELRAY BEACH PUBLIC LIBRARY  
ASSOCIATION, INC.

\_\_\_\_\_

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_

Attest: \_\_\_\_\_

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**EXHIBIT A**

The Participants' fair share contributions to the Authority's Annual Budget shall be as follows:

FISCAL YEAR 2009 – 2010

Boynton Beach	33%
Delray Beach	33%
Lake Park	17%
Palm Springs	17%
North Palm Beach	\$27,730.88

FISCAL YEAR 2010 – 2011 and all subsequent Fiscal Years

Boynton Beach	29%
Delray Beach	29%
Lake Park	14%
Palm Springs	14%
North Palm Beach	14%