

**PARTICIPATION AGREEMENT
BETWEEN EFFINGHAM COUNTY, GEORGIA AND
STATESBORO REGIONAL PUBLIC LIBRARIES
REGARDING DELIVERY OF PUBLIC LIBRARY SERVICES**

This Participation Agreement between Effingham County, Georgia and Statesboro Regional Public Libraries Regarding Delivery of Public Library Services (hereinafter the "Agreement") is entered into as of the _____ day of _____, 20___, by and between:

- (1) STATESBORO REGIONAL PUBLIC LIBRARIES by and through its REGIONAL BOARD OF TRUSTEES (hereinafter "Regional Board"); and
- (2) EFFINGHAM COUNTY, GEORGIA by and through its BOARD OF COMMISSIONERS (hereinafter "Effingham BOC");

The Regional Board and Effingham BOC shall be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, one of Effingham BOC's duties is to provide public library services to all Effingham County citizens pursuant to the terms of the April 27, 2011, "Stipulation Regarding Governmental Services" between Effingham County and the Cities of Rincon, Springfield, and Guyton that was incorporated into the Consent Order entered October 19, 2011, by the Superior Court of Effingham County in *Effingham Co. Bd of Commiss., et. al. vs. City of Rincon, et. al.*, Superior Ct of Effingham County, CAF No. SU09CV649W, which was also incorporated into the most recent Service Delivery Strategy Agreement by and between Effingham BOC and said municipalities located therein, that was filed with the Georgia Department of Community Affairs in 2019 (<https://dca.georgia.gov/effingham-county-service-delivery-strategy>);

WHEREAS, Effingham BOC has the capacity to enter into the present agreement insofar as Georgia Constitution provides that cities and counties may contract with one another for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide (Ga. Const., Art. 9, Section 2, Para. 1). Further, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, *et. seq.*, in general, and O.C.G.A. § 36-70-3 specifically, authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities, like the Statesboro Regional Public Libraries ("SRPL"), to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

WHEREAS, Article II of the Constitution for the SRPL provides that the purpose of the SRPL is to provide a full program of reciprocal library services to the citizens of participating counties by providing responsive, dynamic services to meet the population's informational, educational, and recreational needs. Further, the Regional Board has the capacity to enter into this Agreement by and through Articles V and VI of the SRPL Constitution and O.C.G.A. §§ 20-5-2 and 20-5-49;

WHEREAS, the SRPL is presently comprised of five member counties: Bryan, Bulloch, Candler, Emanuel, and Evans Counties. Each member county is located within SRPL's geographic region in Georgia, qualifies for Georgia State aid, was approved for membership by a vote of the Regional Board, and has entered into individual contracts with the Regional Board to participate as an SRPL member county so that SRPL can provide library services to each county's respective citizenry consistent with SRPL's purpose and in compliance with its governing documents, as required by Articles III, V, VI of the SRPL Constitution, and as authorized by O.C.G.A. §§ 20-5-2 and 20-5-49;

WHEREAS, after conducting its due diligence, and finding that it is in the best interests of Effingham County, Georgia and her citizens, Effingham County BOC expressed its desire for Effingham County, Georgia to join SRPL and participate as SRPL's sixth member county, agreeing to follow and be bound by the SRPL Constitution, Bylaws, Policies, and Procedures, including paying all financial obligations arising from Effingham County's participation as a SRPL member county as invoiced by SRPL;

WHEREAS, after conducting its own due diligence, and finding that Effingham County, Georgia is within SRPL's geographic region in Georgia, qualifies for Georgia State aid, and that it is in the best interests of SRPL and its member counties for Effingham County to join as SRPL's sixth member county, the Regional Board voted on November 5, 2025, to extend an invitation to Effingham County to join SRPL as its sixth member county, subject to 1) the Regional Board's 2/3 vote in compliance with the terms of the SRPL Constitution to amend the SRPL Constitution and Bylaws to admit Effingham County as an SRPL member county and to add two additional seats on the Regional Board for Effingham County's designated members; and 2) the Regional Board's majority vote to approve and execute a mutually-agreeable contract with Effingham BOC governing all terms of Effingham County's and SRPL's relationship and the;

WHEREAS, the Regional Board, Effingham BOC warrant and affirm that each party has the requisite authority and capacity to enter into this Agreement and to perform all actions and to deliver all properties as set forth herein, and that neither the Effingham County Board of Education nor any other local government(s), boards, agencies or entities should be made a party to this agreement; and

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, the Parties do mutually agree and promise as follows:

ARTICLE I – PROVISION OF SERVICES

Regional Board shall provide for the administration, operations, management, maintenance, and improvements of library services in Effingham County at the designated library facilities, as identified below in Article II. Specifically, the Regional Board hereby agrees that SRPL, by and through either SRPL staff at SRPL headquarters or by SRPL employees at the designated library facilities in Effingham County, shall be responsible for:

1. Recruiting and hiring qualified, competent employees to staff the designated library facilities in Effingham County, as necessary;

2. Training all employees at the designated library facilities on each employee's applicable job duties as well as on SRPL policies and procedures;
3. Receiving, budgeting, and expending funds allocated from the state on a per county capita basis, with such funds spent accordingly on services for the designated library facilities;
4. Providing bookkeeping services, to include payroll and accounting on all funds expended for library purposes within the SRPL system, as required for the annual renewal application and the annual report to the Georgia Public Library Service, a unit of the Georgia Board of Regents;
5. Ordering books, audiovisual materials, and other library materials as financially possible using the system collection development policy;
6. Processing materials, including cataloging;
7. Providing courier service for materials between the designated library facilities, the SRPL system headquarters in Statesboro, and other libraries in the SRPL system, as needed;
8. Obtaining interlibrary loans for books, periodicals, and other materials not available within the SRPL system through OCLC WorldShare ILL and other networks, facilitating borrowing of materials from libraries throughout the United States and Canada;
9. Maintaining overdue and collection operations;
10. Ensuring that SRPL Library Director and/or other appropriate SRPL staff members provide counsel, advice, and site visits to employees at the designated library facilities as needed;
11. Providing system staff meetings and programs for staff development, as appropriate; and
12. Managing the Effingham County libraries in compliance with all applicable laws of the State of Georgia, including laws governing public libraries.

ARTICLE II – COUNTY OBLIGATIONS

In exchange for Regional Board providing the services referenced in Article I, Effingham BOC shall be responsible for:

1. Maintaining authority as the sole local government in Effingham County with the power and authority to provide public library services to Effingham County citizens, pursuant to the Service Delivery Strategy Agreement and Intergovernmental Agreements referenced herein.
2. Providing designated library facilities that are approved by the Regional Board and that comply with the requirements of O.C.G.A. § 20-5-48(a). For the purpose of this Agreement, “designated library facilities” refers to the buildings, grounds, parking lots, surroundings, fixtures, furniture, and signage of a library or libraries in Effingham County that comply with the requirements of O.C.G.A. § 20-5-48(a), have been designated by

Effingham BOC for SRPL services, and that have been approved by the Regional Board for provision of SRPL services.

- a. For purposes of this Agreement, the Regional Board has approved two (2) designated library facilities for SRPL services to be provided:
 - i. “The Springfield Library”- the buildings, grounds, parking lots, surroundings, fixtures, furniture, and signage located at 810 South GA Hwy 119, Springfield, GA 31329 (“the Springfield Library”). In compliance with O.C.G.A. §20-5-48 Effingham BOC warrants that it owns clear title in fee simple to the Springfield Library; and
 - ii. “The Rincon Library”- the buildings, grounds, parking lots, surroundings, fixtures, furniture, and signage located at 105 W. 17th St., Rincon, GA 31326 (“the Rincon Library”). Pursuant to a separate agreement, City of Rincon warrants in Exhibit 1 that Effingham BOC has the authority to offer the Rincon Library for use as a designated library facility and has the authority to perform all obligations required of Effingham BOC under this Agreement at said library.
- b. All services provided by SRPL in Effingham County shall be provided at the Springfield Library and the Rincon Library at their respective current addresses identified herein unless or until the Regional Board has approved different or additional locations through the process outlined below:
 - i. Should Effingham BOC seek to add one or more designated library facilities to the two (2) designated library facilities provided for under this Agreement so that SRPL would then be responsible for providing library services to at least three (3) or more designated library facilities in Effingham County, Effingham BOC shall:
 1. Appoint the Regional Library Director and/or said Director’s designee to be a member of any committee, task force, or similar body formed by or on behalf of Effingham BOC to investigate the feasibility of and/or to plan for the acquisition/provision of library services at any and all additional designated library facilities that will be in addition to the Springfield Library and the Rincon Library;
 2. Provide written notice to the Regional Board and to the Regional Library Director of Effingham BOC’s plan to build, purchase, or otherwise acquire an additional library location not later than six (6) months before the closing date for the purchase or acquisition of the additional location(s). Said written notice should include:
 - a. The address of the proposed new designated library facility as well as the details regarding square footage, and any

- architectural/construction drawings or renderings of the facility;
 - b. Date the new location is expected to be open to patrons;
 - c. Copy of the property deed showing current ownership for the location;
 - d. Proposed hours of operation;
 - e. Description of what resources/furnishings/services Effingham BOC wants SRPL to provide at the location and any proposed capital outlay required of SRPL; and
 - f. Description of what resources/furnishings/services the County plans to provide at the location that SRPL will not be required to provide.
- 3. The Regional Library Director and SRPL staff shall review Effingham BOC's Notice, determine the impact to the SRPL, and prepare a proposed amended budget for Effingham BOC and for the SRPL system, as appropriate.
- 4. The Regional Library Director shall share for comment the proposed amended budget(s), expected impact to SRPL, and other necessary documents with the Effingham County Manager and the Chair of the Effingham County Library Board of Trustees for review and comment prior to placing approval of the new location on the Regional Board's agenda for a vote.
- 5. The Regional Board shall review and consider Effingham BOC's Notice and all materials and proposed budgets and vote whether to approve the additional location(s). If approved by the Regional Board, the Effingham BOC shall vote to approve the proposed amended budget for Effingham BOC and any other provisions required by the Regional Board's vote.
- ii. Should Effingham BOC desire to maintain SRPL providing library services at only two designated library facilities in Effingham County, but seeks to change the address/location for providing library services of one or both of the two (2) designated library facilities to different address(es)/ location(s) on a temporary or permanent basis; and/or seeks to keep the same two address(es)/location(s) but plans to either perform an extended renovation requiring the building to be closed to patrons and SRPL employees or tear-down the current building(s) and build a new building on the same site(s), Effingham BOC shall:

1. Appoint the Regional Library Director and/or said Director's designee to be a member of any committee, task force, or similar body formed by or on behalf of Effingham BOC to investigate the feasibility of and/or to plan for the proposed changes to providing library services in alternative location(s) for the Springfield Library and/or the Rincon Library;
2. Provide written notice to the Regional Board and to the Regional Library Director of Effingham BOC's plans for change not later than four (4) months before the location(s) for providing services will change. If the request for a location change is premised upon an emergency situation due to a natural disaster or conditions that make the current location unsafe for SRPL employees or patrons to inhabit, the Effingham BOC shall provide an expedited Notice in writing via email to the SRPL Regional Library Director as soon as possible. Said written notice should include:
 - a. The address of the proposed new designated library facility as well as the details regarding square footage, and any architectural/construction drawings or renderings of the facility;
 - b. Timeline for how long a temporary project is expected to take before the existing address/location can be re-opened to patrons or a timeline for how the existing location will be moved from one location to another;
 - c. Copy of the property deed showing current ownership for the alternative location as well as any lease that may be entered into for a temporary location;
 - d. Proposed hours of operation;
 - e. Description of what resources/furnishings/services Effingham BOC wants SRPL to provide at the alternative location(s) and any proposed capital outlay required of SRPL; and
 - f. Description of what resources/furnishings/services the County plans to provide at the location that SRPL will not be required to provide.
3. The Regional Library Director and SRPL staff shall review Effingham BOC's Notice, determine the impact to the SRPL, and

prepare a proposed amended budget for Effingham BOC and for the SRPL system, if appropriate.

4. The Regional Library Director shall share for comment the proposed amended budget(s), expected impact to SRPL, and other necessary documents with the Effingham County County Manager and the Chair of the Effingham County Library Board of Trustees for review and comment prior to placing Effingham BOC's proposal on the Regional Board's agenda for a vote.
 5. The Regional Board shall review and consider Effingham BOC's Notice and all materials and proposed budgets and vote whether to approve the proposed location change(s). If approved by the Regional Board, the Effingham BOC shall vote to approve the proposed amended budget for Effingham BOC and any other provisions required by the Regional Board's vote.
3. Paying all SRPL financial obligations required under this Agreement, as follows:
- a. **Maintenance and General Operating Expenses**- Effingham BOC shall be responsible for all maintenance and general operating expenses for the two designated library facilities, including but not limited to:
 - i. Providing custodial services on a regular basis and on an as-needed basis when determined by SRPL employees, as well as providing all custodial/janitorial personnel and janitorial supplies;
 - ii. Providing routine maintenance and repairs to include major infrastructure and mechanical systems;
 - iii. Paying all charges for electricity, gas, water, burglar alarm, and any other utility costs associated with the designated library facilities;
 - iv. Paying all premiums for a policy of insurance insuring each of the two designated library facilities; and
 - v. Paying or providing any other necessary expenses for the use of the two designated library facility buildings, grounds, parking lots, and surroundings.
 - b. **Paying Administrative and Operating Expenses for Article II Services**- SRPL shall submit invoices on a monthly basis to the Effingham County County Manager or other BOC designee for SRPL's services provided as outlined in Article II. Said invoices shall be promptly paid within thirty (30) days of receipt.

- i. As provided by Article III of the SRPL Constitution, the “[f]inancial terms for [Effingham BOC’s] participation will be determined based on the initial and ongoing costs of providing services.” SRPL’s operations and services provided through each of the member county’s library locations is funded by State Grants and supplemented by local funding provided by the member counties based on county population as approved by the Regional Board of Trustees.
 - ii. The Regional Board shall establish its annual budget for the two (2) designated library facilities in Effingham County, Georgia after first applying the SRPL’s grants and other available funds, if any, to the total costs of the said facilities’ operations, maintenance and capital improvements as apportioned to Effingham BOC and the Regional Board. The balance of the budget shall be funded from payments made by Effingham BOC.
 - iii. Quarterly financial reports are provided to each of the member counties by and through each of the member counties’ Regional Board members at the regular meetings of the Regional Board.
- c. **Paying any additional costs incurred by SRPL for SRPL configuration change-** Pursuant to Section 1.3 of “GPLS Funding Rules for Public Libraries,” Revised September 23, 2025, should the Regional Board incur additional costs flowing from changing the configuration of SRPL by admitting Effingham County as the sixth member county, said costs shall be borne by Effingham BOC.
- 4. Following and being bound by the SRPL Constitution, Bylaws, Policies, and Procedures, including paying all financial obligations arising from Effingham County’s participation as a SRPL member county as invoiced by SRPL. Cooperating with the Regional Board to promote, develop, and improve library services in Effingham County;
- 5. Providing a detailed, itemized inventory of all materials and equipment located in the two designated library facilities and/or that is otherwise being entrusted to SRPL to manage pursuant to this Agreement no later than ten (10) business days prior to the commencement of SRPL’s services; and
- 6. Appointing Effingham County’s Library Board of Trustees, as constituted under applicable Georgia law, that shall perform all required duties under the law, including providing to the SRPL Regional Library Director, the SRPL Business Services Department, and/or the Regional Board all information requested for SRPL to complete required county, state, and federal reports in an accurate and timely manner.
 - a. The Effingham County Library Board of Trustees shall be entitled to select two (2) representatives from said board to serve on the Regional Board, as defined in the SRPL Constitution and Bylaws.

ARTICLE III –DURATION OF AGREEMENT

This Agreement shall begin upon July 1, 2026, the first day of the 2027 fiscal year, last for a twelve (12) month period, and will automatically renew each year unless: 1) the Agreement is terminated due to Effingham BOC's withdrawal from SRPL as outlined below; 2) SRPL is dissolved; or 3) Effingham BOC is expelled from SRPL in compliance with O.C.G.A. § 20-5-51 and Article XII of SRPL's Bylaws.

1. Termination and Withdrawal:

- a. Effingham BOC shall be allowed to terminate this Agreement and to withdraw from SRPL if a majority of the members of Effingham County's Library Board of Trustees votes to terminate and withdraw from SRPL, pursuant to Article XII, Sec. 2 of SRPL's Bylaws and O.C.G.A. § 20-5-51.
- b. If the majority votes to terminate and withdraw, Effingham BOE shall give to the Chair of SRPL Regional Board and to the Regional Library Director a "Notice of Termination and Withdrawal" in writing at least six (6) months in advance of Effingham BOC's intention to terminate the Agreement and to withdraw from SRPL. Said written Notice must include reasons for the withdrawal and the method by which the decision was reached.
- c. The Board of Regents of the University System of Georgia must be notified by SRPL of the receipt of this Notice within five working days.
- d. After the notice of termination and withdrawal has been received by the SRPL Regional Board, there is no obligation on the part of SRPL to purchase books, equipment, supplies, or other items for the use in Effingham County libraries, other than the fair share of items in the existing budgets for the current year.
- e. If Effingham BOC withdraws from SRPL, all equipment and materials purchased with State or Federal funds for use in Effingham County libraries shall remain in those libraries, subject to any restrictions imposed by grants or funding sources that are administered by SRPL.
- f. The logistics for Effingham BOC's transition into SRPL shall be governed by the terms of the "Memorandum of Understanding" attached as "Exhibit 2" to this Agreement.

2. Dissolution of SRPL:

- a. SRPL may be dissolved by a reversal of the procedures followed in its original organization by the majority of the board members in a majority of the counties voting to dissolve SRPL.
- b. If the Regional Board has a majority vote of board members in a majority of counties to dissolve SRPL, the Regional Board Chair shall notify in writing the following individuals of the Regional Board's vote to dissolve SRPL: the Chair of Effingham County's Library Board of Trustees, the Chair of Effingham BOC, the County Manager for Effingham County, the Regional Library Director of SRPL, and the State Librarian with the Georgia Public Library Service, a Unit of the Board of Regents of the University System of Georgia.
- c. In the event SRPL is dissolved, the State Librarian or his/her designee with the Georgia Public Library Service, shall serve as mediator in determining ownership of property.

- d. Upon dissolution, no further state or federal grant funds shall be paid for or to Effingham County libraries until such time as Effingham BOC and/or other authorized local governmental entity re-establishes Effingham County's libraries pursuant to O.C.G.A. § 20-5-51 and meets eligibility requirements for such grant funds.
3. Expulsion from SRPL:
 - a. SRPL may elect to expel Effingham BOC from SRPL upon the following conditions: 1) Failure of Effingham BOC to maintain the agreed-upon level of support to SRPL as in the most recent budget preparation; or 2) Failure of Effingham BOC to meet criteria which would jeopardize SRPL's eligibility for state and federal funds.
 - b. Notice of expulsion shall be sent not less than six (6) months prior to the end of the state fiscal year to the Chair of the Effingham County's Library Board of Trustees, the Chair of the Effingham BOC, the County Manager for Effingham County, the Regional Library Director of SRPL, and the State Librarian with the Georgia Public Library Service, a Unit of the Board of Regents of the University System of Georgia.

ARTICLE IV – MISCELLANEOUS

1. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
2. Merger Clause. All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the Parties.
3. Applicable Law. The laws of the State of Georgia shall govern the validity, interpretation, performance, and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. Amendment and Modification of Agreement. Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, with each of the parties approving a resolution approving the change that is validly recorded into the minutes of the respective entities.
5. Binding Effect. This Agreement shall be binding upon the Parties and their agents and successors.
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE V – EFFECTIVE DATE

This Agreement is contingent upon: 1) Regional Board amending the SRPL Constitution and Bylaws during its regular meeting on June 3, 2026, to provide for the admission of Effingham County into SRPL and to grant Effingham County two seats upon the Regional Board; 2) Effingham BOC approving this Agreement by majority vote prior to July 1, 2026, and executing said Agreement below as required; 3) Regional Board approving this Agreement by majority vote prior to July 1, 2026, and executing said Agreement below as required; and 4) Approval of the SRPL configuration change being granted by the State Librarian before July 1, 2026. Failure to meet any one of these five requirements renders this Agreement void. Once all four requirements have been met, this Agreement shall take effect on July 1, 2026, the first day of the 2027 fiscal year.

IN WITNESS WHEREOF, the parties to this Agreement, by their proper officials thereunto duly authorized, including the Chairman of the Board of County Commissioners of Effingham County, Georgia, have set their hands to this instrument.

Executed in the presence of:

STATESBORO REGIONAL PUBLIC LIBRARIES REGIONAL BOARD

EFFINGHAM COUNTY, GEORGIA

Chairman, Board of Trustees
Statesboro Regional Public Libraries

Chairman, Board of Commissioners
Effingham County, Georgia

Date: _____

Date: _____

Attest:

Attest:

Board of Trustees Secretary [seal]

County Clerk [seal]

Notary Public
State of Georgia

Notary Public
State of Georgia

My commission expires: _____
Affix Seal

My commission expires: _____
Affix Seal