

AMENDED INTERGOVERNMENTAL  
AGREEMENT BETWEEN  
CHATHAM COUNTY, GEORGIA,  
AND  
LIBERTY COUNTY, GEORGIA,  
AND  
EFFINGHAM COUNTY, GEORGIA, AND  
LIVE OAK PUBLIC LIBRARIES

WHEREAS, in 1903, the City of Savannah formed a public library for the use and enjoyment of the citizens of that city; and,

WHEREAS, 1945 Effingham County joined the City of Savannah's library system that was not yet associated with other regional library systems;

WHEREAS, in 1945, Chatham County joined the City of Savannah and Effingham County libraries to form the Chatham-Effingham Regional Library; and,

WHEREAS, in 1956 Liberty County further join this regional operation that was then so named the Chatham-Effingham-Liberty Library; and,

WHEREAS, in 1963 the Library for the Colored Citizens of Savannah came under the regional umbrella system of the Chatham-Effingham-Liberty Library; and,

WHEREAS, in November 18, 1966 there was an agreement made transferring the responsibility to maintain and support the public libraries to Chatham County from the City of Savannah in order to establish a county-wide library system;

WHEREAS, in 2002, the regional library system formally changed its name to the Live Oak Public Libraries to reflect the growth of the entire system and the character of the lands its serves; and,

WHEREAS, Live Oak Public Libraries is the regional library board that shall be known as the Board of Trustees of the Live Oak Public Libraries ("regional board");

WHEREAS, the regional board and counties acknowledge their fiduciary duty to citizens to provide top quality library services within the limits of available resources and in compliance with State laws, rules and regulations; and to ensure that the LOPL is operated in an efficient and effective manner.

Therefore, now the parties agree as follows:

### **Section 1. Regional Board Membership**

- a. All members of the Chatham County library board shall serve as regional members of the regional library board (8 members).
- b. The Effingham County library board shall appoint two members to serve on the regional library board.
- c. The Liberty County library board shall appoint two members serve on the regional library board.
- d. The regional library board acts as the governing body or Board of Trustees for the LOPL.

### **Section 2. Duties of each parties' Board of Commissioners:**

Each County Board of Commissioners is responsible for:

- a. Appointing members to the Board of Trustees and to the County library boards as stated in the LOPL Constitution.
- b. Reconsidering or removing a Library Board member for cause or other reason per OCGA 20-5-42. Includes removal for failure to comply with duties and responsibilities.
- c. Ensuring that the County Manager works with the Library Executive Director and provides support for daily operations.
- d. Ensuring that the County Manager participates on the Advisory Committee.
- e. Acting as a fiscal agent for the Library within its County, and County will receive and distribute any funds from its municipalities for the Library.
- f. Providing sufficient and adequate financial support to the Library, subject to annual appropriation and review of any targeted performance outcomes as determined by each Commission.
- g. Providing capital funding and other funding outside of the Library's regular operating budget. Counties reserve the right to control construction of any capital project and disburse all capital funding proceeds as determined by each Commission.
- h. Providing at least one vehicle for LOPL operations, title retained by the County, and will provide legal representation for LOPL as necessary.

### **Section 3. Duties of the Chatham County Board of Commissioners**

Chatham County Board of Commissioners agrees to:

- a. Disburse funds in advance to the LOPL in not less than quarterly installments based on approved annual budget. Chatham County can adjust the appropriation and budget during the course of the current or next fiscal year if agreed-upon service levels are not met or LOPL fails to expend funds for stated purposes.
- b. Provide administrative services to LOPL upon approval of County Manager to include County Attorney, Human Resources, Internal Audit, Finance and Purchasing. Such

support will include title research on LOPL facilities with the intent of transferring title for facilities to the LOPL.

- c. Provide operational support to LOPL upon approval of County Manager to include Facilities Maintenance and Fleet. Facilities maintenance will be provided to assist LOPL in repairs of its facilities but not for daily maintenance functions. County Manager may invoice LOPL for operational support.
- d. Provide retirement and health benefits for individuals not eligible for State benefits - Green.
- e. Transfer title of library facilities to LOPL who will maintain insurance coverage thereon. Chatham will maintain a reversionary interest.
- f. Categorize the LOPL as a department within the Culture and Recreation function.

#### **Section 4. Duties of the Liberty County Board of Commissioners**

The Liberty County Board of Commissioners agrees to:

- a. Provide facilities for operations which are suitable to meet the needs of LOPL and patrons of the service, and maintain and insure facilities and grounds.
- b. Perform repairs to major infrastructure items when said repairs exceed \$5,000 and to keep insurance on such buildings in a sufficient amount to replace or repair the facility should it be destroyed.
- c. Assist LOPL staff with any expertise or guidance needed to perform normal maintenance activities or repairs under \$5,000.
- d. Provide maintenance/ repair of security and HVAC systems.
- e. Provide annual fire inspections and maintenance of fire extinguishers. LOPL will provide maintenance and repair for fire detection systems.
- f. Provide annual termite inspections/warranty.

#### **Section 5. Duties of the Effingham County Board of Commissioners**

The Effingham County Board of Commissioners agrees to:

- a. Provide facilities approved by Effingham County for operations.
- b. Maintain and insure facilities and grounds.
- c. Provide for custodial services, janitorial supplies and routine maintenance and repairs to include major infrastructure and mechanical systems.
- d. Pay electric, telecommunications, gas and water utility costs to operate the facilities provided pursuant to this agreement.
- e. Provide lawn care services at the facilities provided pursuant to this agreement.
- f. Provide monthly pest control services.
- g. Provide annual fire inspections and maintenance of fire extinguishers.

## Section 6. Duties of the LOPL

The LOPL is responsible for:

- a. Regional board and County library board will submit budget requests in detail under each County Manager's procedures through the Library Executive Director.
- b. LOPL shall provide monthly and fiscal year-to-date financial reports to the County Manager or an approved designee that show budgetary status and use of funds within each County and for its overall operations. Financial reports will provide a narrative to explain significant budget variances. LOPL shall provide information on significant capital asset purchases to impacted jurisdictions prior to expenditure (cost greater than \$100,000) to include ongoing maintenance costs and operating budget impacts.
- c. LOPL shall provide information to each County Manager or an approved designee about the calculation and allocation of administrative cost centers to each county's cost center. Activities of the LOPL Foundation shall not be commingled with the LOPL's accounts or management.
- d. LOPL shall provide audited financial statements within four months of the end of the its fiscal year. Such audited statements will include a schedule showing the revenues and expenditures from and for each County within the Library system. LOPL will also submit any Single Audit report or Management Letter from the independent auditors to the County Manager of each supporting county.
- e. Upon request, LOPL will provide representatives to present financial reports and respond to inquiries of the Board of Commissioners.
- f. LOPL will disburse County funds per approved budget and will provide any requested performance measures or benchmarks to support its use of funds.
- g. LOPL will participate fully in all County CIP budgeting including Special Purpose Local Option Sales Tax (SPLOST).
- h. LOPL will align Purchasing policies and procedures to Chatham County policies, except as modified by the Advisory Committee.
- i. Board of Trustees Chair, one other member of the Board of Trustees and the Library Executive Director will participate on the Advisory Committee.
- j. LOPL will adopt separate personnel policies that ensure equitable hiring practices and an objective employee grievance process.
- k. LOPL agrees to assume title for its facilities wherein deeds will be transferred within six months of the agreement date.
- l. LOPL will assume responsibility for property insurance coverage on its facilities and contents and will also maintain workers compensation insurance through its own policies.
- m. LOPL will maintain its facilities on a day-to-day basis and not utilize County staff for daily maintenance functions.
- n. LOPL will amend its constitution and bylaws to reflect the role of the Advisory Committee.

## **Section 7. Advisory Committee**

An Advisory Committee shall be formed to provide operational guidance to LOPL. Actions of the Committee shall be by majority vote, and the Committee may be convened upon request of any member.

- a. Membership of the Advisory Committee shall consist of:
  - i. The County Manager or his/her designee of each supporting county
  - ii. The Chair of the Regional Board
  - iii. One other Regional Board member, as appointed by the Chair
  - iv. The Library Executive Director will participate on the Committee as an ad hoc (non-voting) member.
- b. The Advisory Committee shall review and approve LOPL Administrative Policies and Procedures, and shall forward their actions to the Board of Trustees for subsequent affirmation. Administrative policies and procedures include but are not limited to Purchasing Policies, Human Resource Policies (including General Hiring Processes and Grievance Processes), and Financial Policies.
- c. The Advisory Committee shall assist the Library Executive Director with the development of long-term strategic, capital and financial plans.
- d. The Advisory Committee shall review interim financial information as well as proposed budgets as provided by the Director. The Director shall formally notify committee members when actual expenditures are projected to exceed budgeted amounts, identify the reasons for such variance, and outline a plan of corrective action. The Director shall notify the committee members of significant staff increases/decreases impacting service levels and budgeted expenditures within each locality.
  - i. Under no circumstances shall any County be obligated to share in cost increases not formally approved by that County during the annual budget process.
- e. The Advisory Committee shall perform any other tasks assigned by the Constitution of the LOPL; the by-laws of the LOPL, or by any other law.

## **Section 8. Other Inquiries**

- a. The County Managers may make other inquiries about the management of the LOPL outside of the Advisory Committee, and the Library Executive Director shall provide prompt responses. Such inquiries may include citizen comments and complaints as well as general operational questions.
  - i. Any County has the right to audit books and records of LOPL.
  - ii. Modifications to the agreement require unanimous support from all parties.
  - iii. Any party may provide 6 month's written notice to terminate the Agreement.

EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
Wesley Corbitt, Chairman  
Board of Commissioners

ATTEST: \_\_\_\_\_  
Stephanie Johnson  
County Clerk (SEAL)

DATE: \_\_\_\_\_