MEMORANDUM OF UNDERSTANDING

Between

HEARTLAND LIBRARY COOPERATIVE

and

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

Purpose

This Memorandum of Understanding (MOU) establishes the agreement between the Heartland Library Cooperative (the "Cooperative") and the DeSoto County Board of County Commissioners ("DeSoto County" or "County") regarding the employment of Linda Waters as the full-time Heartland Library Coordinator.

Recitals

WHEREAS, DeSoto County, Glades County, Hardee County, Highlands County, and Okeechobee County established the Heartland Library Cooperative in 1996 to facilitate cooperation among their county libraries and provide access to library services for residents of the participating counties; and

WHEREAS, the participating counties are parties to the Heartland Library Cooperative Interlocal Agreement, as revised May 2022 and as subsequently amended, if applicable (the "Interlocal Agreement"), which establishes the Cooperative's governance, powers, staffing, funding, and operational responsibilities; and

WHEREAS, Sections VIII and XII of the Interlocal Agreement authorize the Cooperative's Governing Board to maintain a Cooperative Coordinator position, select the Coordinator, and utilize an individual employed by a member county to carry out the affairs of the Cooperative; and

WHEREAS, the Coordinator serves as the administrative head of the Cooperative and performs responsibilities relating to Cooperative operations, planning, budgeting, grants, policies, technology, library services, Governing Board support, and other duties established under the Interlocal Agreement; and

WHEREAS, Section XIII of the Interlocal Agreement authorizes the Cooperative to utilize personnel of a member county and requires the Cooperative to reimburse that county for expenses related to Cooperative activities; and

WHEREAS, the parties desire for DeSoto County to serve as the host county for the Coordinator position by employing Linda Waters as a full-time, salaried exempt employee; and

WHEREAS, the Cooperative acknowledges that the host county arrangement requires payment of the Coordinator's full salary and employer-paid fringe benefits and related employment costs, rather than solely a supplemental payment to an existing county employee; and

WHEREAS, the Cooperative agrees to reimburse the County for those costs, and the parties desire to establish their respective responsibilities concerning employment administration, operational direction, reimbursement, and termination of the host county arrangement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Cooperative agree as follows:

1. Appointment and Position

DeSoto County agrees to employ Linda Waters as the full-time Coordinator of the Heartland Library Cooperative, subject to applicable DeSoto County personnel policies, employment procedures, and requirements. The position shall be administered as a DeSoto County employee position.

2. Compensation

Ms. Waters shall receive an annual salary of Sixty Thousand Dollars ($60,000.00), payable in accordance with DeSoto County's regular payroll practices and subject to applicable deductions and withholdings.

3. Employee Benefits

For Fiscal Year 2027 (FY27), Ms. Waters shall be eligible to enroll in employee benefits on the same basis as a newly hired DeSoto County employee, subject to the eligibility requirements, enrollment periods, plan terms, employee contributions, and other conditions applicable to DeSoto County new employees for FY27. Benefits shall be provided in accordance with the plans and policies offered by DeSoto County and in effect for the applicable FY27 enrollment period.

4. Duties and Responsibilities

Ms. Waters shall perform the duties established for the Heartland Library Coordinator position, including coordination of Cooperative operations, strategic and annual planning, budgeting, grants, policies, technology, collection development, communications, Governing Board support, public records responsibilities, and other duties within the scope of the position. The Coordinator shall work collaboratively with member library directors and other Cooperative stakeholders.

5. Supervision and Employment Administration

The Coordinator shall receive administrative direction through the governance and organizational structure established by the Heartland Library Cooperative. DeSoto County shall remain responsible for employment administration, including payroll, benefits, personnel records, and application of applicable DeSoto County personnel policies.

6. Work Location and Schedule

The Coordinator's primary work location, regular work schedule, travel, and any telework arrangements shall be established in accordance with the operational needs of the Cooperative and applicable DeSoto County policies.

7. Fiscal Responsibility

7.1 The Cooperative expressly acknowledges and agrees that the Coordinator is being hired by the County as a full-time, salaried exempt employee, with an initial annual salary of Sixty Thousand Dollars ($60,000.00), and shall be eligible for employee benefits in accordance with applicable County policies and benefit plan requirements. The Cooperative shall be responsible for reimbursing the County for one hundred percent (100%) of the Coordinator's salary, all employer-paid fringe benefits, and the other reimbursable costs described in Section 7.2.

7.2. Reimbursable costs shall include:

(a) Gross salary paid to the Coordinator, including salary paid during holidays and approved paid leave;

(b) Employer payroll taxes and employer retirement contributions;

(c) Employer-paid health insurance premiums, including applicable employer contributions toward dependent coverage, life insurance premiums, and other employer-paid employee benefits;

(d) Workers' compensation premiums or consistently allocated coverage costs attributable to the position, and unemployment charges attributable to the Coordinator's employment under this MOU;

(e) Accrued leave payments required upon separation under applicable law or County policies, to the extent attributable to service under this MOU; and

(f) Other reasonable and documented costs incurred by the County for the Coordinator's recruitment, onboarding, required training, authorized travel, and performance of Cooperative duties.

7.3. Changes in Costs. Reimbursement shall reflect actual costs, including changes in employer benefit contributions, insurance premiums, retirement contribution rates, payroll taxes, and compensation adjustments required by law or generally applicable County compensation policies. The County shall provide advance notice of such changes when reasonably practicable. Any discretionary salary increase specific to the Coordinator, or additional compensation beyond the initial salary shall require prior written approval by both parties. Budget estimates shall not constitute a cap on reimbursement of costs authorized under this MOU.

7.4. Invoices and Payment. The County shall invoice the Cooperative quarterly in arrears for reimbursement of the Coordinator's salary, employer-paid fringe benefits, and other reimbursable costs under this MOU. Each invoice shall include sufficient supporting information to identify the costs charged. The Cooperative shall pay each invoice within forty-five (45) calendar days after receipt.

7.5. Administrative Costs. The County shall not charge the Cooperative any administrative fees or overhead costs associated with administering the Coordinator's employment, including processing payroll and administering employee benefits.

8. Employment Status

Ms. Waters shall be subject to the employment status, personnel policies, payroll practices, leave provisions, and other applicable employment requirements of DeSoto County. Nothing in this MOU shall be construed to create a term of employment or otherwise alter the employment relationship established by DeSoto County. Further, the exempt classification for the position is subject to the County's determination that the position

satisfies applicable wage and hour requirements; nothing in this MOU establishes an exemption independently of applicable law.

9. Term and Effective Date

This MOU shall become effective upon approval and execution by the authorized representatives of both parties. The parties intend for the employment arrangement described herein to be effective for Fiscal Year 2027, beginning _____, 2026, unless otherwise specified in the executed agreement.

10. Amendment

This MOU may be amended only by written agreement approved by the authorized representatives of both parties.

11. Termination

Either party may request termination or modification of this MOU by providing written notice to the other party. Any termination shall be coordinated to protect the continuity of Cooperative operations and shall remain subject to applicable legal, personnel, contractual, and funding requirements.

12. Compliance

The parties shall comply with all applicable federal, state, and local laws, regulations, public records requirements, and governmental policies in carrying out this MOU.

13. Entire Understanding

This MOU represents the understanding of the parties concerning the employment arrangement described herein and supersedes prior written or verbal understandings concerning the specific subject matter of this MOU, except where otherwise expressly provided in a separate governing agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding through their duly authorized representatives.

HEARTLAND LIBRARY COOPERATIVE	**DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS**
By: _____	By: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____