RESOLUTION NO. 2019 - 143

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS. REQUIREMENTS OF A PLA INCLUSIVE INTERNSHIP INITIATIVE AWARD, AND RECOGNIZING AND THE APPROPRIATING WITHIN GENERAL FUND LIBRARY SERVICES DEPARTMENT.

WHEREAS, the Public Library Association has awarded SJCPLS a library internship in the amount of \$3500.00, for the grant period May 1, 2019 through September 30, 2019; and

WHEREAS, these funds will assist St. Johns County in selecting a student from a diverse background to develop a community-based learning project to benefit the residents of St. Johns County; and

WHEREAS, these funds will provide the intern an introduction to careers in librarianship, the library mentor will practice leadership skills, and SJCPLS will grow new audiences through community outreach and programming;

WHEREAS, the PLA Inclusive Internship Initiative award was not anticipated within the Fiscal Year 2019 Budget and must be recognized and appropriated; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the PLA Inclusive Internship Initiative award; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

- 1. The above recitals are hereby incorporated into the body of this Resolution, and are adopted as Finding of Fact.
- 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the LSTA Innovation Grant Award, and recognizes and appropriates the grant funds within the Fiscal Year 2019 General Fund Library Services Budget.
- 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of April, 2019.

BOARD OF COUNTY COMMISSIONERS

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OF ST. JOHNS COUNTY, FLORIDA

By: KAUL M. WALDRON

Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: You Halterman

Deputy Clerk

RENDITION DATE 4/18/19

Congratulations! St. Johns County Library System has been selected to participate in the Inclusive Internship Initiative (III) this summer. The Public Library Association (PLA), a division of the American Library Association, is supporting III and the Library's participation with funding from the Institute of Museum and Library Services.

To confirm your participation, please read the Memorandum of Understanding below, sign to confirm your understanding and acceptance, and return a copy to <u>plinterns@ala.org</u> by **Friday April 26, 2019**.

Memorandum of Understanding

This Memorandum of Understanding ("Agreement") is by and between the American Library Association, through its division, the Public Library Association ("PLA") and the legal entity identified in the signature block below ("Library") and shall be effective on the date the Agreement is signed and returned to PLA as noted above.

Library Obligations.

As a participating library, Library is responsible for:

- Identifying, recruiting, and onboarding an appropriate intern
 representative of the demographic diversity of the library's community.
 Interns may be incoming high school juniors, seniors, or college freshmen
 who are eligible for employment under the laws of the Library's state of
 residence;
- Assigning a staff person to serve as a mentor and main point of contact;
- Participate in monthly virtual learning and networking opportunities
- With the intern, developing a <u>connected learning project</u> and establish a work schedule necessary to complete the project;
- Offering at least 5 hours a week of one-on-one mentoring and coaching to the intern;
- Attending a June 13-15 kick-off event in Chicago, IL. and a September 20-22 wrap-up event in Washington, D.C. Please see attached document for more information about event travel;
- Providing a safe working environment, including the necessary equipment, furniture and supplies needed to successfully complete the internship project;
- Providing a thorough overview of policy and procedures and ensure the intern is in regular compliance with Library policy.



Payment Terms.

- PLA will make a single payment of \$3,500 per intern to the Library upon submission of this form and a completed W9.
- The Library is responsible for establishing the hourly wage and schedule with the intern. The Library is responsible for working with Library's HR department to understand and apply and relevant withholding and benefits rules.
- The Library is responsible for internally transferring stipend funds to payroll
 and issuing paychecks to the interns. Paychecks should be issued in
 accordance with the Library's existing payroll policy.
- Funds can only be used to cover hourly wages of the intern, and on direct intern support. Funds cannot support mentor time or overhead.
 PLA will reimburse the Library for pre-approved travel (including ground transport to and from the airport) and meal expenses for the mentor and the intern to the kick-off and wrap up meetings.
- PLA shall not be responsible for any other or further expenses or costs incurred by the Library. Library is responsible for all employment related expenses including benefits, taxes, insurance and other employment related costs.

Please complete the attached W9 form return to <u>plinterns@ala.org</u>. ALA accounting requires this information to issue payments.

Travel Obligations.

- As part of this internship, interns and mentors are required to attend a kick-off event in Chicago IL (June 13-15) and a wrap-up event in Washington, D.C (Sept.20-22).
- To ensure travel and hotel deadlines are met, PLA must know the names of the participating mentor and intern by May 20, 2018.
- PLA grant funds will cover travel, lodging, and incidentals for one mentor and one intern per library.
- PLA will make its travel office available to coordinate mentor and intern travel to both Chicago and Washington D.C.
- PLA will make hotel reservations for all students and mentors, based on program participant rosters. Mentors will be assigned their own rooms; interns will be assigned a roommate.
- Interns and mentors are responsible for arranging ground transportation to and from airports. PLA will reimburse these costs, as well as other travel incidentals such as meals and checked-baa fees.
- Participants are expected to walk up to one mile at a time. Local
 ground transportation will provided for longer distances, evening events,
 and to meet needs of those with mobility issues.



 PLA has provided the Library with a permission slip for the intern or as needed the intern's parent or guardian to sign. Please forward a copy of signed permission slips to <u>plinterns@ala.org</u> by May 20, 2018.

Employer Relationship.

Library is an independent contractor and not an employee, agent, joint venturer, or partner of PLA, and nothing in this Agreement shall be construed as creating any other relationship between PLA and Library, or between any employee or agent of Library and PLA. Accordingly, neither Library nor any of its employees (including the intern) will participate in or be entitled to any benefits under PLA's benefit programs or plans now existing or hereafter created, including, without limitation, PLA's pension plan, savings plan, and medical, life and accidental death insurance plans. Library's employees (including the intern) shall at all times remain employees of Library, which shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, social security, Medicare, unemployment or other insurance, and workers' compensation. Library agrees to comply with all laws, rules, regulations and ordinances applicable to it as an employer, including, without limitation, the withholding and contribution provisions of any law affecting the income or payroll of its employees, as well as any state unemployment or workers' compensation acts.



Miscellaneous Terms.

<u>Third Party Beneficiaries.</u> The parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

Notices:
American Library Association
50 E. Huron St.
Chicago, IL 6061 I
Attention: Mary Hirsh
Email: plinterns@ala.org

For Library:

Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Fort avoidance of doubt, Library shall comply with applicable nondiscrimination laws, including but not limited to those in the Assurances and Certifications of the IMLS grant, throughout the grant award and the application and selection process.

Contract interpretation. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties. This Agreement represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida and venue shall be in St. Johns County, Florida.

This Agreement has been signed as of the date indicated below

Name: Date:

Library: St. Johns County

Library Address: 6670 US 1 S, St. Augustine, FL 32086-7693

Signature:

