

CLEVELAND PUBLIC LIBRARY

Finance Committee

November 19, 2013

**RESOLUTION APPROVING PUBLIC LIBRARY FUND ALLOCATION AGREEMENT
COMMENCING JANUARY 1, 2014 AND TERMINATING DECEMBER 31, 2017**

WHEREAS, On January 1, 2009, the nine (9) independent free public library systems in Cuyahoga County entered into an agreement with the Cuyahoga County Budget Commission for the allocation of the County Public Library Fund (“PLF”); and

WHEREAS, The agreement set forth the percentage of the total PLF each library was to receive for each year commencing on January 1, 2009 and terminating on December 31, 2013; and

WHEREAS, The Directors of the nine (9) independent free public libraries have met together to negotiate in good faith and have agreed, subject to the approval of each library’s respective Board of Trustees and the Cuyahoga County Budget Commission, to enter into a new agreement that extends the current percentage allocation for an additional four (4) years through December 31, 2017; and

WHEREAS, The new agreement also provides a new percentage allocation for each library for PLF distributions in excess of the amount distributed from the PLF (formally called the Local Library Government Support Fund, “LLGSF”) in 2007; and

WHEREAS, The percent of PLF to be allocated to the Cleveland Public Library under the new agreement remains at **41.18430%** to be applied to PLF distributions up to the amount distributed from the LLGSF in 2007, and **31.1725%** to be applied to PLF distributions in excess of the amount distributed from the LLGSF in 2007, a reduction from **34.48%** under the expiring agreement; and

WHEREAS, The Board of Trustees has determined that the allocation set forth above is fair and reasonable; NOW THEREFORE BE IT

RESOLVED, That subject to the approval of the Cuyahoga County Budget Commission and the approval of the Board of Trustees of each of the other independent free library systems in Cuyahoga County, this Board hereby approves an agreement commencing on January 1, 2014 and terminating on December 31, 2017 on the terms and conditions set forth in the agreement, which substantially conforms with the agreement attached to

this Resolution and incorporated herein by reference, which provides that the percentage of PLF to be allocated to the Cleveland Public Library under the new agreement is **41.18430%** to be applied to PLF distributions up to the amount distributed from the LLGSF in 2007, and **31.1725%** to be applied to PLF distributions in excess of the amount distributed from the LLGSF in 2007; and be it further

RESOLVED, That the President of this Board of Trustees is authorized to execute any agreements, amendments, or other documents necessary or appropriate to effectuate the agreement which is the subject of this Resolution.

M_____ introduced the resolution and moved for passage;

M_____ seconded the motion and, after discussion a roll call vote was taken and the results were

Ayes: _____

Nays: _____

CERTIFICATE

The undersigned Fiscal Office of the Board of Trustees of the Cleveland Public Library hereby certifies that the foregoing is a true copy of a resolution duly adopted by said Board on the November _____, 2013.

Carrie Krenicky, Fiscal Officer
Cleveland Public Library

AGREEMENT

This Agreement (“Agreement”) is entered into in Cuyahoga County, Ohio by and between the various free public libraries in Cuyahoga County, Ohio, including: Cleveland Heights-University Heights Public Library, Cleveland Public Library, Cuyahoga County Public Library, East Cleveland Public Library, Euclid Public Library, Lakewood Public Library, Porter (Westlake) Public Library, Rocky River Public Library, Shaker Heights Public Library (“the libraries”) and the Cuyahoga County Budget Commission, pursuant to resolutions duly adopted by the above-referenced Boards of Library trustee, and the Cuyahoga County Budget Commission (copies of which are attached).

WHEREAS, the libraries constitute all of the libraries in Cuyahoga County entitled to participate in the fund presently referred to in R.C. 5705.28 and R.C. 5705.32 as the county Public Library Fund, formerly known as the county Library and Local Government Support Fund (hereinafter referred to as the “Fund”); and

WHEREAS, the libraries have in the past found that the statutory framework for allocating that fund has not always resulted in satisfactory allocations, and has led to appeals and litigation involving the libraries; and

WHEREAS, trustee and directors of the various libraries have met together in good faith to agree upon specific percentage allocations of the Fund for each library in order to eliminate disputes and litigation with regard to such allocations; and

WHEREAS, the libraries have agreed that for the four-year period commencing January 1, 2014 through December 31, 2017, the libraries will retain the current percentage allocations with regard to distributions from the Fund that are equal to or less than the amount distributed to all the libraries from the Fund in the year 2007 (“2007 Base Year”); and

WHEREAS, the libraries have further agreed that should the Fund receipts exceed the amount distributed to the libraries in the 2007 Base Year during the five-year period from 2014-2017, any excess shall be subject to a new agreed-upon percentage allocations, which new percentage allocations are based solely upon 2010 U.S. Census population figures;

NOW, THEREFORE, subject to the approval of the Cuyahoga County Budget Commission, the libraries hereby agree that the Budget Commission shall order an allocation of the Fund for the years 2014, 2015, 2016, and 2017 (the “subject years”) in accordance with the following percentages:

CLEVELAND HEIGHTS – UNIVERSITY HEIGHTS PUBLIC LIBRARY
4.80750 %
of Funds equal to or less than 2007 Base Year distribution
4.5272 %
of Funds in excess of 2007 Base Year distribution

CLEVELAND PUBLIC LIBRARY

41.18430 %

of Funds equal to or less than 2007 Base Year distribution

31.1725 %

of Funds in excess of 2007 Base Year distribution

CUYAHOGA COUNTY PUBLIC LIBRARY

38.23690 %

of Funds equal to or less than 2007 Base Year distribution

48.0842 %

of Funds in excess of 2007 Base Year distribution

EAST CLEVELAND PUBLIC LIBRARY

2.59000 %

of Funds equal to or less than 2007 Base Year distribution

1.6327 %

of Funds in excess of 2007 Base Year distribution

EUCLID PUBLIC LIBRARY

3.30830 %

of Funds equal to or less than 2007 Base Year distribution

3.8217 %

of Funds in excess of 2007 Base Year distribution

LAKEWOOD PUBLIC LIBRARY

3.64400 %

of Funds equal to or less than 2007 Base Year distribution

4.0669 %

of Funds in excess of 2007 Base Year distribution

PORTER (WESTLAKE) PUBLIC LIBRARY

2.14310 %

of Funds equal to or less than 2007 Base Year distribution

2.5567 %

of Funds in excess of 2007 Base Year distribution

ROCKY RIVER PUBLIC LIBRARY

1.25070 %

of Funds equal to or less than 2007 Base Year distribution

1.6102 %

of Funds in excess of 2007 Base Year distribution

SHAKER HEIGHTS PUBLIC LIBRARY

2.83520 %

of Funds equal to or less than 2007 Base Year distribution

2.5278 %

of Funds in excess of 2007 Base Year distribution

When a budget for each library has been adopted in accordance with Ohio Revised Code 5705.28, the Budget Commission shall fix the amount of the fund to be distributed to each library board of trustees pursuant to § 5705.32 for the ensuing calendar year in accordance with this Agreement, or as otherwise unanimously agreed to in writing by the libraries and the Budget Commission.

When the Budget Commission orders an allocation distribution of the Fund in accordance with the terms of this agreement and any agreement of the libraries provided for herein, each library shall refrain from challenging and/or appealing the distribution of the fund to the Board of Tax appeals, or to any other agency or court of competent jurisdiction. The only basis upon which any library may challenge any such distribution shall be on the basis that the Budget Commission failed to follow the provisions of this Agreement and any agreement of the libraries provided for herein for any of the subject years.

In the event that during the term of this agreement one library should cease to operate or be included with another, the libraries and the Cuyahoga County Budget Commission agree to meet to discuss any revision to the allocation set forth above and amend the agreement accordingly.

In addition to the foregoing, the libraries agree that they will do the following:

- (a) The directors of each library will attend a meeting to be held at least twice a year during years 2014 through 2017 in order to discuss the percentage share of the Fund to be allocated amongst the libraries after 2017, which discussions shall consider a new percentage allocation formula taking into consideration the 2010 U.S. Census population figures, and in order to foster continued good faith and cooperation between the libraries. The directors will also explore ways and opportunities to utilize more effectively their resources to better serve their patrons and to achieve the goals of this agreement;
- (b) The libraries will work together through available political, civic and media channels to maintain and increase the level of financial support Ohio law provides for public libraries in Ohio; and

- (c) The libraries will work jointly to meet the needs of users in the present and in the future, with careful attention to population growth, circulation and particular requirements of different communities and neighborhoods.

This Agreement is executed by each of the libraries and the Budget Commission by their appropriately designated representatives for the purpose of effecting an agreed allocation and distribution of the Fund of the years 2014 through 2017. This Agreement shall be introduced into evidence at the Board of Tax Appeals without objection by any library or the Budget Commission when it is claimed that any library has attempted an appeal pursuant to Ohio Revised code 5705.37 or when it is claimed that the Budget Commission has failed to make an allocation and distribution of the Fund in accordance with the terms of this agreement. Any amendment to this Agreement must be made in writing and be signed by the libraries and the Cuyahoga County Budget Commission.

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

CLEVELAND HEIGHTS – UNIVERSITY HEIGHTS PUBLIC LIBRARY

By: _____
President, Board of Trustees

[Insert resolution duly adopted by Cleveland Heights-University Heights Public Library Board of Trustees]

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

CLEVELAND PUBLIC LIBRARY

By: _____
President, Board of Trustees

[Insert resolution duly adopted by Cleveland Public Library Board of Trustees]

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

CUYAHOGA COUNTY PUBLIC LIBRARY

By: _____
President, Board of Trustees

[Insert resolution duly adopted by Cuyahoga County Public Library Board of Trustees]

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

EAST CLEVELAND PUBLIC LIBRARY

By: _____
President, Board of Trustees

[Insert resolution duly adopted by East Cleveland Public Library Board of Trustees]

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

EUCLID PUBLIC LIBRARY

By: _____
President, Board of Trustees

[Insert resolution duly adopted by Euclid Public Library Board of Trustees]

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

LAKWOOD PUBLIC LIBRARY

By: _____
President, Board of Trustees

[Insert resolution duly adopted by Lakewood Public Library Board of Trustees]

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

PORTER (WESTLAKE) PUBLIC LIBRARY

By: _____
President, Board of Trustees

[Insert resolution duly adopted by Porter (Westlake) Public Library Board of Trustees]

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

ROCKY RIVER PUBLIC LIBRARY

By: _____
President, Board of Trustees

[Insert resolution duly adopted by Rocky River Public Library Board of Trustees]

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

SHAKER HEIGHTS PUBLIC LIBRARY

By: _____
President, Board of Trustees

[Insert resolution duly adopted by Shaker Heights Public Library Board of Trustees]

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

CUYAHOGA COUNTY BUDGET COMMISSION

By: _____
Its Authorized Representative

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Approved as to form:

Timothy J. McGinty

Prosecuting Attorney for Cuyahoga County, Ohio

By: _____

[Name]

Assistant Prosecuting Attorney