



TIM GRIFFIN
ATTORNEY GENERAL

Opinion No. 2024-059

May 20, 2024

Ms. Vanessa Adams, Library Director
Craighead County Jonesboro Public Library
315 West Oak Avenue
Jonesboro, Arkansas 72401

Dear Ms. Adams:

I am writing in response to your request, made in accordance with the Interlocal Cooperation Act,¹ for my review and approval of the renewal of an interlocal agreement between Craighead County, Arkansas, and Poinsett County, Arkansas, entitled “Interlocal Agreement for Library Services Between the Counties of Poinsett and Craighead, State of Arkansas.”²

The purpose of the Interlocal Cooperation Act is “to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities.”³ Before an interlocal agreement can go into effect, it must first be submitted to the Attorney General for review.⁴ In reviewing the agreement, I determine whether it is in proper form and consistent with state law.⁵ If it is, I am required to approve it.⁶ But if the

¹ A.C.A. §§ 25-20-101 to -524. In addition to citing the Interlocal Cooperation Act, your proposed agreement cites A.C.A. § 14-14-910 as authority for entering this agreement. Interlocal agreements entered under A.C.A. § 14-14-910 must be submitted to the Attorney General for review and approval *only if* a state or state agency is a party to the agreement. By contrast, all agreements entered under the Interlocal Cooperation Act require the Attorney General’s review and approval. Because neither the state nor a state agency is a party to this agreement, my review is conducted under A.C.A. §§ 25-20-101 to -524.

² This office issued its approval of previous interlocal cooperation agreements between Poinsett County and Craighead County for the operation of the Crowley Ridge Regional Library in 2014 and 2009. *See* Ark. Att’y Gen. Ops. 2014-017, 2009-061.

³ A.C.A. § 25-20-102.

⁴ *Id.* § 25-20-104(f)(1).

⁵ *Id.*

⁶ A.C.A. § 25-20-104(f)(2).

agreement is deficient in form or substance, I must explain in writing why the agreement fails to meet the requirements of the law.⁷

The Interlocal Cooperation Act requires that interlocal agreements for joint or cooperative action specify the following items:

- (1) The duration of the agreement;
- (2) The precise organization, composition, and nature of any separate legal entity created, together with the powers delegated to it;
- (3) The purposes of the agreement;
- (4) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for it;
- (5) The methods for accomplishing complete or partial termination of the agreement and for disposing of property upon termination; and
- (6) Any other necessary and proper matters.⁸

Additionally, if the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, it must contain the following items:

- (1) Provisions for an administrator or joint board responsible for administering the joint or cooperative undertaking;
- (2) The manner of acquiring, holding, and disposing of real and personal property used in the joint or cooperative undertaking.⁹

Having reviewed the proposed agreement, I have concluded that it does not meet all of these statutory requirements. The agreement sets forth its duration, manner of financing, and methods by which it may be terminated, and it arguably includes a purpose.¹⁰ But while the agreement references the Crowley's Ridge Regional Library, which is presumably an independent legal entity,¹¹ it neither deems the Crowley's Ridge Regional Library responsible for conducting the joint or cooperative undertaking, nor does it provide for an administrator or joint board responsible for administering the joint or cooperative

⁷ *Id.*

⁸ A.C.A. § 25-20-104(c).

⁹ A.C.A. § 25-20-104(d).

¹⁰ While the agreement does not clearly state a purpose, one can surmise from the recitals that its purpose is to "benefit and enhance rural library services to benefit citizens in each county."

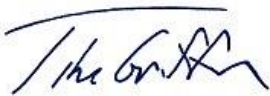
¹¹ Attorney General Opinion No. 2009-061 approved an interlocal agreement that, among other things, created the Crowley Ridge Regional Library as a separate legal entity. Attorney General Opinion No. 2014-017 approved the renewal of that agreement. The term of that renewed agreement expired on December 31, 2018, but you have provided no information on whether the Crowley Ridge Regional Library continued to operate after the last agreement approved by my office ended or whether the Crowley Ridge Regional Library is even the same entity as the Crowley's Ridge Regional Library referenced in the agreement you have submitted for my review.

undertaking.¹² Likewise, the proposed agreement does not include the precise organization, composition, nature, and powers of the Crowley's Ridge Regional Library (in the event it is a separate legal entity created or renewed by the agreement),¹³ nor does it include the manner of acquiring, holding, and disposing of real and personal property used in the undertaking (in the event there is no separate legal entity created to conduct the undertaking).¹⁴ Finally, the agreement fails to set forth the methods for disposing of property upon termination of the agreement.¹⁵

Accordingly, it is my opinion that the agreement does not meet the requirements of the Interlocal Cooperation Act, and, therefore, I do not approve the interlocal agreement submitted.

Senior Assistant Attorney General Kelly Summerside prepared this opinion, which I hereby approve.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Griffin", with a horizontal line above it.

TIM GRIFFIN
Attorney General

¹² See A.C.A. § 25-20-104(c)(2), (d)(1).

¹³ See A.C.A. § 25-20-104(c)(2).

¹⁴ See A.C.A. § 25-20-104(d)(2).

¹⁵ See A.C.A. § 25-20-104(c)(5).