

11. MISCELLANEOUS ITEMS TO BE RECEIVED FOR FILING

- a. City of Largo Notice of Public Hearings re proposed Ordinances Nos. 2013-18 through 2013-24 held December 18, 2012, annexing certain property.
- b. City of Safety Harbor Ordinance No. 2012-17 adopted November 19, 2012, annexing certain property.
- c. City of Pinellas Park Notice of Public Hearing re proposed Ordinance No. 3833 held January 10, 2013, voluntarily annexing certain property.
- d. City of Seminole Notice of Public Hearings re proposed Ordinances Nos. 10-2012 through 12-2012 held January 8, 2013, voluntarily annexing certain property.
- e. Proposed Library Interlocal Agreement re Library Cooperative adopted by the Cities of Pinellas Park, St. Petersburg, Largo, Tarpon Springs, Seminole, Oldsmar, Safety Harbor, and Gulfport and approved in concept by the Cities of St. Pete Beach, Clearwater, and Dunedin.
- f. Correspondence from the Town of Redington Beach re Gulf Boulevard Beautification project allocations.
- g. Public Risk Management of Florida Contract and Bylaws Intergovernmental Cooperative Agreement, as amended and restated through December 12, 2012, for the Towns of Belleair and Kenneth City and the Cities of Gulfport, Safety Harbor, South Pasadena, Indian Rocks Beach, St. Pete Beach, and Treasure Island, together with an Affidavit of Authenticity.
- h. Public Official Bonds, Oaths, and Powers of Attorney for Pinellas Suncoast Fire & Rescue District Commissioners Lawrence G. Schear, Laura T. Martin, and James C. Terry.

If a copy of a report or CD is desired, please check the web page of the organization/municipality or contact Board Records at 464-3465.

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 969-1011

November 7, 2012

Pinellas County Board of County Commissioners
315 Court Street
Clearwater, FL 33756

Dear Commissioners,

RECEIVED
BOARD OF
2012 DEC 19 PM 2:45
BOARD OF COUNTY
COMMISSIONERS
PINELLAS COUNTY FLORIDA

Enclosed please find an adopted proposed Interlocal Agreement for the continued operations of the Pinellas Public Library Cooperative following expiration of the current Agreement on September 30, 2013. This proposal is respectfully submitted for your consideration, and the following elected bodies have adopted this Agreement: City of St. Petersburg, City of Largo, City of Pinellas Park, City of Tarpon Springs, City of Seminole, City of Oldsmar, City of Safety Harbor, and the City of Gulfport. The following Cities have approved of this agreement in concept: City of St Pete Beach, City of Clearwater, and the City of Dunedin. These cities are members of the Cooperative and that provide library services to incorporated and unincorporated residents of Pinellas County.

To put this adopted Agreement in perspective, we are just shy of a challenging two (2) year review process involving the member cities. This proposed Agreement addresses several issues initially raised during deliberations of the Interlocal Work Group convened by the PPLC in January 2011, and addressed further through ongoing work by municipal administrators from throughout Pinellas County.

The proposed Interlocal Agreement:

- sets forth the primary functions of the Cooperative in order to focus future funding priorities, particularly in periods of budgetary reduction;



PRINTED ON RECYCLED PAPER

- provides for selection of the Cooperative's Board of Directors by all governmental units providing library services, including provision for representation by East Lake;
- provides for Board membership by the Chair of the Library Directors Advisory Council to represent library operational and technical issues;
- clarifies the terms of PPLC membership while allowing for a change in membership status by East Lake;
- incorporates clarification of the MSTU millage as requested by the Board of County Commissioners; and
- clarifies the terms of local funding support and member library funding allocations.

We look forward to an open dialogue with the County regarding the proposed Agreement, and will be pleased to provide any further information or clarification as we continue this process.

Sincerely,



Michael B. Gustafson
City Manager, City of Pinellas Park
City Managers' Library Interlocal Agreement Committee Chair

C/C:

John Streitmatter, LRI	Tish Elston St. Petersburg
Bill Horne, Clearwater	Norton Craig, Largo
Michael Gustafson, Pinellas Park	Mark Lecouris, Tarpon Springs
Frank Edmunds, Seminole	Matt Spoor, Safety Harbor
Bruce Haddock, Oldsmar	James O'Reilly, Gulfport
Michael Bonfield, St Pete Beach	Robert DiSpirito, Dunedin
Mary Brown, PPLC	Bob LaSala, Pinellas County
Mark Woodard, Pinellas County	Patricia Perez, East Lake Community Library
Maggie Cinnella, Gulf Beaches Library	Gene Coppola, Palm Harbor Library

Library Interlocal Agreement

INTERLOCAL AGREEMENT among the undersigned governmental units ("Parties"), for the establishment of and participation in a cooperative library service for Pinellas County (the "Cooperative").

WHEREAS, the original interlocal agreement entered into on the 10th day of January, 1989, and subsequently amended on the 19th day of September, 1995, expired on January 10, 2001, and a six month interlocal agreement was entered into on January 10, 2001 and was subsequently amended and extended for an additional sixty days; and an interlocal entered into on the 10th day of September, 2001, expires on September 30, 2013; and

WHEREAS, it is in the public interest to provide a free public library service for the use of the permanent residents of Pinellas County ("County"); and

WHEREAS, this Agreement is authorized by Section 163.01 of the Florida Interlocal Cooperation Act of 1969, which was promulgated to permit local governmental units to make the most effective use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will include geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, any public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Parties to this Agreement have determined that in order to most effectively utilize their separate powers, a cooperative effort in the form of an Interlocal Agreement is needed; and

WHEREAS, Sections 257.12 through 257.25, Florida Statutes (2000), provide state funds to assist in the furnishing of library services.

NOW THEREFORE, in consideration of the mutual benefits and in consideration of the covenants and agreements set forth herein, the Parties hereto agree as follows:

I. **PURPOSE; EXECUTION; EFFECTIVE DATE; TERM OF AGREEMENT**

A. **Purpose:**

The purpose and intent of this Agreement is to continue to operate the Cooperative to extend library services to the unincorporated areas of the County and to municipalities that do

not have such services as of the effective date of this Agreement, and to improve library services to residents of municipalities and library tax districts that have library services as of the date of this Agreement.

The primary functions of the Cooperative are as follows:

1. To receive and disburse funds from federal, state, and local sources.
2. To maintain a shared library automation system serving member libraries.
3. To maintain a shared materials delivery system serving member libraries.
4. Where agreed by individual member libraries for the most efficient use of fiscal resources, to assist member libraries in the collective purchase of library resources and services.

B. Execution; Effective Date

This Interlocal Agreement may be signed in counterparts by the Parties hereto. This Agreement shall become effective on October 1, 2013.

C. Term of Agreement:

This Agreement will be in force for a period of five (5) years, ending September 30, 2018, at which time review and amendment of the terms of this Agreement may be initiated by a simple majority of Members or by the County. Should a majority of Members or the County not request review and amendment of the terms of this Agreement by March 31, 2018, the agreement will renew automatically for an additional period of five (5) years to September 30, 2023.

In the event that Members representing more than fifty (50%) of the total population of all Members withdraw under Section VI, or are deemed to have withdrawn under Section IV C 2 of this Agreement, the remaining Members shall consider the continuation or termination of the Agreement, and may terminate the Agreement by consent of a simple majority of the Members or of the County.

II. DEFINITIONS:

A. Articles of Incorporation:

“Articles of Incorporation” as used in this Agreement refer to the Articles of Incorporation of the Pinellas Public Library Cooperative, Inc., approved by the signatories to the 1989 interlocal agreement establishing the Cooperative and executed and filed with the Secretary of State pursuant to Chapter 617, Florida Statutes (1987), as may be amended.

B. Board:

“Board” as used in this Agreement refers to the Board of Directors of the Pinellas Public Library Cooperative, Inc.

C. “Board of County Commissioners”

“Board of County Commissioners” as used in this Agreement refers to the Pinellas County Board of County Commissioners and may be delineated as “BCC”.

D. By-Laws:

“By-Laws” as used in this Agreement refer to the By-Laws of the Pinellas Public Library Cooperative, Inc., approved by the signatories to the 1989 interlocal establishing the Cooperative, as may be amended.

E. Cooperative:

“Cooperative” as used in this Agreement refers to the Pinellas Public Library Cooperative, Inc.

F. County:

“County” as used in this Agreement refers to Pinellas County, a political subdivision of the State of Florida. The County as used in this Agreement is a Party to this Agreement but is not a Member of the Cooperative.

G. Disbursement Formula:

“Disbursement Formula” as used in this Agreement refers to the formula according to which disbursements to Members with libraries shall be made pursuant to this Agreement. The Disbursement Formula is attached hereto and incorporated herein as Exhibit “B”.

H. Governmental Unit:

“Governmental Unit” as used in this Agreement refers to municipalities; Library tax districts with libraries; a municipal consortium offering library services; the County; and libraries funded by the County, excluding all monies received by such libraries from the cooperative or from a Municipal Services Taxing Unit (“MSTU”) created for the provision of countywide library service. Governmental Units which are Parties to this Agreement are included within the definition of Governmental Unit, and may also be delineated as “Members” of the Cooperative.

I. Member:

“Member” as used in this Agreement refers to a Governmental Unit which is a Party to this Agreement and which forms part of the Cooperative either as a Member with a library or as a Member without a library.

J. Library:

“Library” as used in this Agreement refers to the public libraries and library systems operated by Members. To qualify as a “library” for purposes of this Agreement, the library must meet the basic standards set forth in the Policy on Admission, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

K. Local Support:

“Local support” as used in this agreement refers to the dollar amount of funds expended for allowable costs by each Member with a library during the fiscal year for library operations. Funds received from the County for the support of a library that exists wholly in the unincorporated area of Pinellas County, excluding all monies received by such libraries from the Cooperative or from an MSTU created for the provision of countywide library service, shall be considered as additional local support for the member library for purposes of the application of the disbursement formula. Allowable costs for each library shall consist of all personnel and direct operating costs, as provided for in the State of Florida Chart of Accounts. All other costs, including fixed capital items and debt expenses, shall be limited to \$25,000.00 per year.

L. Year:

“Year as used in this Agreement, unless otherwise indicated, means the fiscal year from October 1 to September 30. The fiscal year of the Cooperative shall run from October 1 to September 30.

III. **GOVERNING STRUCTURE OF THE COOPERATIVE:**

A. Corporate Structure:

The Cooperative is a private non-profit organization incorporated under the Florida Not-For-Profit Corporation Act, Chapter 617, Florida Statutes (2000). Additional Members may be admitted in the manner specified in the Articles of Incorporation or the By-laws.

B. Board of Directors:

1. Membership. The Board of Directors shall consist of nine (9) Directors and two (2) non-voting ex officio Members who shall be selected and appointed in accordance with the provisions of the Articles of Incorporation and the Bylaws, as amended, as follows:

- a. One member of the Board of Directors shall be appointed by the Board of County Commissioners and shall serve an initial term of three years.
- b. One member of the Board of Directors shall be appointed by the City Council of the City of St. Petersburg and shall serve an initial term of three years.
- c. One member of the Board of Directors shall be appointed by the City Council of the City of Clearwater and shall serve an initial term of three years.
- d. One member of the Board of Directors shall be appointed by the City Commission of the City of Largo and shall serve an initial term of three years.
- e. One member of the Board of Directors shall be appointed by the City Council of the City of Pinellas Park and shall serve an initial term of three years.
- f. One member of the Board of Directors shall be appointed by the City Commission of the City of Dunedin and shall serve an initial term of three years.
- g. One member of the Board of Directors shall represent the cities of Seminole, Safety Harbor, and Oldsmar. That member shall be appointed by the City Council of the City of Seminole, the City Commission of the City of Safety Harbor, and the City Council of the City of Oldsmar respectively. Each director shall serve a consecutive term of two years in the order named above.
- h. One member of the Board of Directors shall represent the City of Tarpon Springs, the Palm Harbor Community Services Agency, and the East Lake Library Advisory Board. That member shall be appointed by

the City Commission of the City of Tarpon Springs, the Palm Harbor Community Services Agency, and the East Lake Library Advisory Board respectively. Each director shall serve a consecutive term of two years in the order named above.

i. One member of the Board of Directors shall represent the Gulf Beaches Public Library and the cities of Gulfport and St. Pete Beach. That member shall be appointed by the Board of Directors of the Gulf Beaches Public Library, the City Council of the City of Gulfport, and the City Commission of the City of St. Pete Beach respectively. Each director shall serve a consecutive term of two years in the order named above.

j. The Executive Director of the Pinellas Public Library Cooperative shall serve as an ex-officio, non-voting member of the Board of Directors.

k. The Chair of the Library Directors Advisory Council shall serve as an ex-officio, non-voting member of the Board of Directors.

2. Terms. The Articles of Incorporation shall specify the term of office for Directors as two (2) years except that the Articles of Incorporation shall provide that the terms of the first Board of Directors appointed under this Agreement shall be staggered as indicated in Section III(B)(1) above.

3. Officers. The Officers of the Cooperative shall be: Chair of the Board of Directors, Vice-Chair of the Board of Directors, and Secretary/Treasurer. The terms of office, election and duties of Officers shall be as specified in the By-laws.

4. Compensation. Directors and Officers shall not be paid a salary or wages, but may be reimbursed for travel and per diem expenses on behalf of the Cooperative as approved by the Board, based on the PPLC Policies and Procedures Manual and in accordance with Section 112.061, Florida Statutes (2000).

5. Meetings. The Board of Directors shall meet at least eight (8) times each year. Meetings shall be conducted pursuant to the Sunshine Law, Chapter 286, Florida Statutes. The Chairperson or a simple majority of the Board may call emergency meetings. Such meetings shall require 24-hours' notice.

6. Duties. The duties of the Board of Directors shall include, but not be limited to:

- a. Managing the affairs of the Cooperative;
- b. Amending the Articles of Incorporation and the By-laws;
- c. Establishing administrative policy for the operation of the Cooperative;
- d. Receiving and disbursing funds from local, state and federal sources and entering into arrangements as appropriate in connection therewith, and receiving and disbursing funds from Members without libraries participating in the Cooperative;
- e. Investing the Cooperative funds;
- f. Employing and directing an Executive Director;
- g. Conducting open and public meetings, the time and place to be decided by the Board of Directors;
- h. Establishing the operating budget for the Cooperative, which is subject to the approval of the BCC, and overseeing its execution, including approving expenditures for administration;
- i. Advising the Parties and Members with respect to the budget, disbursements, extension and expansion of library services and other affairs of the Cooperative;
- j. Submission of funding requirements in accordance with the provisions of Section V.

C. Executive Director:

The governing Board shall employ a professional Executive Director.

I. Duties. The duties of the Executive Director shall include, but not be limited to:

- a. Facilitating joint planning for coordination of library services among Members with libraries and other libraries within the County that participate in reciprocal borrowing and joint planning as recipients of State Aid to Libraries.
- b. Maintaining information for and submitting applications on behalf of

the Cooperative for available local, State, and Federal library funds with Board approval, and filing reports with the Division of Library and Information Services pursuant to Section 257.16, Florida Statutes (2000), as may be amended;

c. Preparing, in coordination with the library directors of Members, the annual operating and capital budgets of the Cooperative, and presenting the annual operating budget of the Cooperative to the Board and to the Members.

2. Qualifications. The Executive Director must have an American Library Association accredited degree in library science, and a minimum of five (5) years library administration experience, with experience in library cooperative administration preferred.

D. Advisory Council:

A Library Directors Advisory Council made up of all library directors of Members, or their designees, will assist the Executive Director in coordination, planning and other matters as appropriate. The Officers of the Library Directors Advisory Council shall be: Chair, Vice-Chair, and Secretary. The terms of office, election and duties of Officers shall be as specified in the By-laws. The By-laws of the Library Directors Advisory Council shall provide that the office of Chair will be rotated yearly among the Members of the Advisory Council and that the Chair will participate in the meetings of the Cooperative Board of Directors as the ex-officio, non-voting representative of the Library Directors Advisory Council.

The Duties of the Library Directors Advisory Council shall be as follows:

1. Conducting open and public meetings, the time and place to be decided by the Library Directors Advisory Council;
2. Advising the Executive Director and Board of Directors on technical and policy matters affecting the libraries; and
3. Providing review and recommendations in the preparation of the annual budget of the Cooperative to be presented to the Board of Directors.

E. Long-Range and Annual Plans of Service:

Each year an Annual Plan of Service and Budget shall be developed in cooperation with the library directors of Members containing goals, objectives, and activities and the budget that will support library services for the year. These plans must clearly demonstrate that resources will be allocated in a way that serves the goal of access to library services throughout the area. The long-range plan must be updated every three to five years and must include a five-year projection of all revenues and expenditures of the Cooperative. The plan will be coordinated with individual cooperating library long-range plans (where they exist) and will meet the requirements for participation in the State Aid to Libraries Program. The Cooperative Board will adopt the plans and disseminate them broadly in the County.

F. Reports:

The Cooperative Board will provide annual reports on the progress toward meeting the objectives of the long-range plan and the annual plan of service. The reports will include audited statements of operating expenditures, capital expenditures, and reserve accounts, and will be forwarded to the Members, the Parties and the Division of Library and Information Services.

IV. **PARTICIPATION:**

A. General:

Participation will be voluntary and open to any governmental unit. People residing in participating areas will be eligible to use the services of Member libraries of the Cooperative without charge. People residing in governmental units or areas not electing to participate will be excluded from the use of the Cooperative's services unless the people join Member libraries by paying an annual fee; such fee may be adjusted by a majority of Parties to this agreement. People who join by paying the annual fee to a Member library will then be counted as residents of that Member library's governmental unit in the application of the disbursement formula. Participating entities may withdraw pursuant to the provisions of Section VI.

B. Members With Libraries:

1. Admission. Libraries applying for the first time for membership in the Pinellas Public Library Cooperative, Inc. must meet the statutory requirements and operational standards established in Exhibit "A": Policy on Admission.

2. Membership. Members with libraries will continue to meet the statutory requirements of F.S. 257.17 and will adhere to the extent feasible to the operational standards established in Exhibit “A”: Policy on Admission.

3. Autonomy. Each Member with a library shall continue to decide the level of library service for its community, and shall prepare its own budget. Each library shall remain autonomous and retain control of its operations and functions, i.e.:

a. Trust funds, individual gifts or donations made to a library shall remain the property of that library.

b. All library staffs shall remain employees of the various Members with no loss in benefits;

c. Each library shall remain the property of the member in which it is located, and all maintenance and repairs shall be effected through operating budgets from allocated local appropriations.

d. Members with libraries will continue to fund their local libraries and are not required to make any payment to the Cooperative for participation in the Cooperative.

5. Allowable Costs.

Allowable costs for each library shall consist of all personnel and direct operating costs, as provided for in the State of Florida Chart of Accounts. All other costs, including fixed capital items and debt expenses, shall be limited to \$25,000 per year.

6. Materials and Services.

Members with libraries agree to allow all circulating materials of existing libraries to be freely available to residents of all participants in the Cooperative. Within policies established by each library, residents of Members may borrow materials from participating libraries, and use all reference and public programming services.

C. Members Without Libraries:

1. Basis for Funding:

Each Member without a library shall provide annual financial support to the Cooperative which, when calculated on a per capita (of population of such member) basis for any year, shall be equivalent to the average per capita funding, excluding all monies received from the Cooperative, provided during the most recent preceding year by the Members having libraries and shall be calculated as follows: The total expenditures, as adjusted for monies received from the Cooperative, of the Members from the prior year shall be divided by the total population of the Members to obtain the aggregate average per capita cost. For purposes of this subsection C, “funding” means the amount of library expenditures for any year as described in Section V A by a Member having a library, and “population” means the number of residents residing in the Member governmental unit determined in accordance with Section V B.

2. Underfunding:

If any Member’s financial support paid to the Cooperative is less than the amount due under Section V, written notice shall be provided to such unit of the deficiency and all funds due under Section V shall be immediately due and payable as specified in Section VI C. Such unit shall be deemed to have withdrawn from the Cooperative (notwithstanding the provisions of Section VI A or VI C) effective thirty (30) days following the receipt of written notice of deficiency unless payment of such deficiency is made within that thirty (30) day period.

V. **FUNDING MECHANISM:**

A. Fiscal Funding:

The County will provide an amount of annual financial support equal to the financial support provided by all Members with libraries, calculated on a per capita basis for the previous year, excluding all monies received from the cooperative. At no time shall the millage rate levied by the County in support of Cooperative library services exceed .5 mill. The County shall submit the funds to the Cooperative in quarterly payments. The County shall notify the Cooperative of any changes to the population figures subject to the amount of annual per capita financial support for the new fiscal period prior to May 30 of each year.

B. Determination and Notification of Per Capita Amounts for Members

Without Libraries:

The Cooperative shall advise by June 1 of each year, each Member without a library, of such unit's funding requirement for the next fiscal year, together with the calculations by which such funding requirement was determined and the backup information for such calculation, consisting of (i) average per capita locally funded library expenditures of Members with libraries for the last completed year and (ii) appropriate population statistics. The expenditures shall be based on audited financial statements for such last completed year in accordance with budget line items identified in Section IV B 2. The population statistics used to calculate such per capita expenditures shall be for such year and shall be from the Bureau of Economics and Business Research of the University of Florida or the Pinellas County Planning Department.

VI. Fiduciary Responsibility for Funds:

1. All funds of the Cooperative shall be maintained in an interest-bearing public depository as set forth in Florida Statutes, chapter 280 (2000), as may be amended;
2. Complete and accurate records shall be kept of the receipts and disbursement of all funds of the Cooperative, subject to the PPLC adopted Record Retention and Document Destruction Policy, which will comply with Florida Department of State General Schedule for State and Local Government Agencies GS1-SL, Internal Revenue Code 501(c)(3), and all other applicable federal, state, and local law;
3. An annual audit of the Cooperative by an independent certified public accountant, to be paid for from the operating funds of the Cooperative, shall be made and filed annually with the Department of State;
4. The Cooperative shall abide by the terms and provisions of the laws of the State of Florida and the provisions of this Agreement and any other applicable Federal, State, or local laws, rules and regulations.

D. Disbursement:

The Board of Directors shall disburse funds received by the Cooperative according to the formula below:

1. The Board of Directors shall annually establish the budgeted administrative costs of the Cooperative, including salary, office supplies, and any rents or other costs related to the administrative operations of the Cooperative.

2. The remaining funds shall be distributed to Members with libraries in accordance with the disbursement formula, which is attached hereto and incorporated herein as Exhibit "B". This distribution is to be based on submittal of annual library operating costs with descriptive codes in accordance with the State of Florida Chart of Accounts. All funds collected from sources other than Members shall be distributed in the same manner as funds collected from Members without libraries. In no instance shall the total allocation to a Member library exceed the amount of the local support.

Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 60 days) after receipt. Establishment, construction and program grants received from the state shall be used in accordance with the provisions of applicable state law.

Payments to member libraries shall be made in quarterly disbursements. The libraries shall use those funds for operations of their libraries.

The disbursement formula may only be amended by the Cooperative's Board of Directors, with the approval of a simple majority of the Members with libraries and the approval of the County.

3. State Aid funds, establishment, construction and program grants received from the state shall be used in accordance with the provisions of applicable state law, F.S. 257 and F.A.C. 1B-2 and 1B-3.

VI. WITHDRAWAL:

A. All Participants:

1. Any Member wishing to withdraw shall submit written notice thereof to the Cooperative no later than six (6) months prior to the beginning of any fiscal year of the Cooperative.

2. Withdrawal of Members without libraries may occur in the manner specified in Section IV C 2.

B. Members with a Library:

A Member with a library that submits a withdrawal notice to the Cooperative shall:

1. At the request of the Cooperative's Board, promptly furnish usage statistics and an audit of library operating costs for such library's last fiscal year completed prior to the date the withdrawal is effective to ensure maintenance of proper accounting for the Cooperative;
2. Return to the Cooperative within sixty (60) days after withdrawal, any special equipment or collections purchased for such member with funds from the Cooperative capital improvements fund within the previous five years. In lieu of returning the equipment or collection so purchased, the amortized balance thereof based on an amortization period of five years from date of purchase may be repaid to the Cooperative during the year following withdrawal;
3. Repay to the Cooperative within sixty (60) days after withdrawal any then remaining unexpended and uncommitted funds received from the Cooperative; and
4. Pay to the Cooperative during the year following withdrawal the unamortized cost based on a 20-year amortization of any building improvements paid for with monies from the Cooperative's capital improvements fund.

After complying with the forgoing, the withdrawing Member with a library shall have no other obligation under this Agreement.

C. Members Without a Library:

A Member without a library that submits or receives a withdrawal notice shall pay all sums due pursuant to Sections IV and V prior to withdrawal.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

EXHIBIT “A”
Policy on Admission
Pinellas Public Library Cooperative, Inc.
For a Library Seeking Membership

Libraries applying for membership in the Pinellas Public Library Cooperative, Inc. must meet the basic eligibility requirements outlined below:

1. The library meets the Essential level of **Core Standards** as defined in the Florida Public Library Standards (2006 Revision).
2. The library meets the Florida Public Library Standards (2006 Revision) for **Interconnectivity, Lending Services, Services-Resource Sharing and Interlibrary Cooperation.**
3. The governing entity must have an established budget for the maintenance and operation of the library and must be audited each year.
4. There must be evidence that such funding is available, restricted for the library and will continue to be available.
5. The library has a long-range plan, an annual plan of service, and an annual budget [Florida Statutes 257.17(2)(e)].
6. The library engages in joint planning for coordinating of library services within the county or counties that receive operating grants from the state [Florida Statutes 257.17(2)(f)].
7. The library adapts its services to meet the needs of people with disabilities as required by the Americans with Disabilities Act and its attendant regulations.
8. The library has established hiring practices that are in accordance with Equal Employment regulations.

When the library and its governing entity determine that these eligibility requirements can be met the attached Procedure for Admission must be followed.

Such requests may be initiated at any time but the funding cycle for the subsequent fiscal year requires a March 31 deadline. See the Procedures for Admission for steps to be taken.

**Procedure for Admission
To the Pinellas Public Library Cooperative, Inc.
As a Member Library**

1. The library seeking admission to the Cooperative must provide documentation that it can meet the standards spelled out in the Policy on Admission.
2. The library must submit a letter of request signed by its governing entity (city commission, Board of Directors, etc.) to the Cooperative Board/Executive Director.
3. The library must submit with its letter of request documentation that it meets the basic eligibility standards for admission to the Pinellas Public Library Cooperative, Inc. as provided for in the Policy on Admission.
4. Upon receipt of the letter of request and documentation, the Cooperative Board and Executive Director will review the request and appoint a Committee to visit and evaluate the library.
5. The committee will determine readiness for services by the requesting library and will report any deficiencies in writing to the Cooperative Board and to the library's governing entity.
6. If the library's governing entity wishes to pursue membership, it will be given a period of time in which to correct deficiencies, if any, and to prepare the library for final evaluation.
7. Upon receipt of the final evaluation, the Cooperative Board will have up to sixty (60) days in which to vote upon Admission.
8. Following a positive vote, the Cooperative Board will present the library's governing entity with a copy of the Interlocal Agreement, which must be executed and returned, and an agreement form for the basic policies and procedures in effect for member libraries, including all public service policies such as patron registration, patron cards, materials circulation rules and others.
9. In order to be included in the subsequent year's funding allocations, the Procedures for Admission must be completed by March 31st in any given year.

EXHIBIT “B” Funding Formula

Base Allocations to Members with libraries shall be 90% after the adjustments stated in Article V D1 and D2 of the Library Interlocal Agreement. Each library’s percentage of the total support extended, as determined through the review of the annual audits, shall then be determined and translated into dollar amounts. The percentage of the total support extended shall be determined by dividing the sums expended locally for library operations, as set forth in Section IV B2 of the agreement, by the total local support for all Members. For libraries located in unincorporated Pinellas County, the annual allocation received from the County shall be used to determine the percentage of total support extended. The Members shall receive a percentage of the available funds equal to the percentage of their total support extended as a base allocation subject to a maximum of 16% and a minimum of 4%.

Circulation Allocations to Members with libraries shall be 10% after the adjustments stated in Article V D1 and D2. The dollars available for distribution include the balance remaining after the base allocation. The circulation pool allocation percentage shall be derived by taking non-resident circulation figures for each library and dividing it by the total non-resident circulation for all Members

Total Allocations to Members with libraries shall not exceed the amount of the local support.

NO. 2012-484

APPROVING A PROPOSED LIBRARY INTERLOCAL AGREEMENT FOR THE PINELLAS PUBLIC LIBRARY COOPERATIVE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PROPOSED LIBRARY INTERLOCAL AGREEMENT; AUTHORIZING THE CITY ATTORNEY TO APPROVE NON-SUBSTANTIVE CHANGES TO THE PROPOSED LIBRARY INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current Library Interlocal Agreement for the continued operation of the Pinellas Public Library Cooperative ("PPLC") expires on September 30, 2013; and

WHEREAS, the City Managers of cities whose libraries serve as providers under the current library interlocal agreement are providing a proposed Library Interlocal Agreement to their respective Councils and Commissions for consideration and request to approve the proposed Library Interlocal Agreement; and

WHEREAS, following approval by such cities' respective Councils and Commissions, the proposed Library Interlocal Agreement will be submitted to the Pinellas County Board of County Commissioners for approval.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the proposed Library Interlocal Agreement for the Pinellas Public Library Cooperative is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or the Mayor's designee is authorized to execute the proposed Library Interlocal Agreement.

BE IT FURTHER RESOLVED that the City Attorney or his designee is authorized to approve non-substantive changes to the proposed Library Interlocal Agreement.

2012-484

Page 2

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 18th day of October, 2012.

Leslie Curran

Leslie Curran Chair-Councilmember
Presiding Officer of the City Council

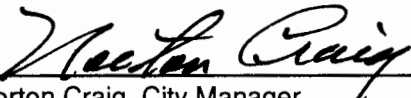
ATTEST:

Eva Andujar
Eva Andujar City Clerk

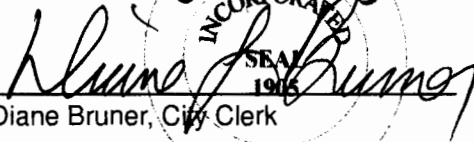


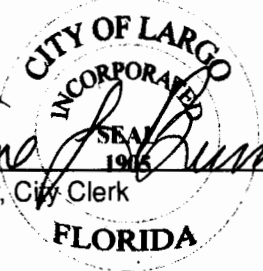
IN WITNESS WHEREOF the undersigned have set their hands and seals as of the date first above written.

CITY OF LARGO, FLORIDA

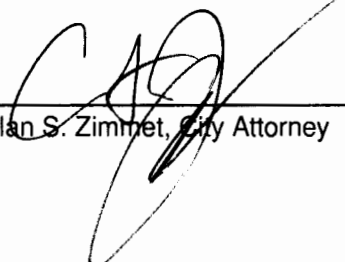

Norton Craig, City Manager

ATTEST:


Diane Bruner, City Clerk



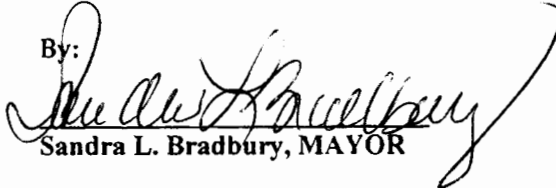
REVIEWED AND APPORVED:


Alan S. Zimmet, City Attorney

CITY OF PINELLAS PARK

CITY OF PINELLAS PARK, FL

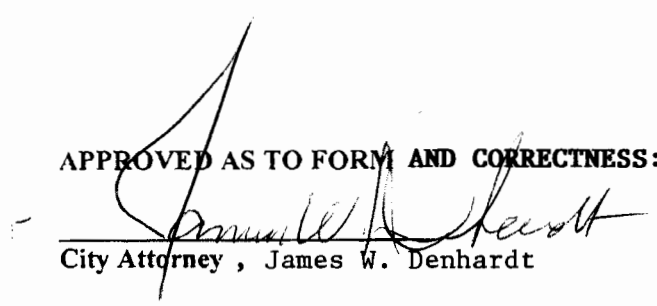
By:


Sandra L. Bradbury, MAYOR

ATTEST:


City Clerk, Diane M. Corna


APPROVED AS TO FORM AND CORRECTNESS:


City Attorney, James W. Denhardt

CITY OF TARPON SPRINGS

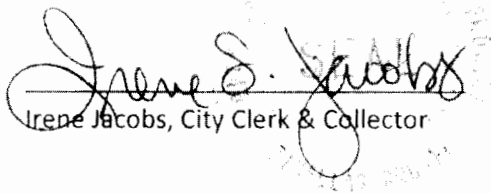
CITY OF TARPON SPRINGS, FL

BY:

A handwritten signature in black ink, appearing to read "David O. Archie", written over a horizontal line.

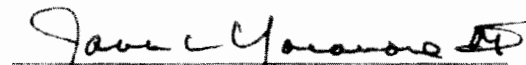
David O. Archie, Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Irene S. Jacobs", written over a horizontal line. To the right of the signature is a circular notary seal for the State of Florida, with the text "NOTARY PUBLIC" and "STATE OF FLORIDA" visible around the perimeter.

Irene Jacobs, City Clerk & Collector

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "James Yacavone", written over a horizontal line.

James Yacavone, City Attorney

CITY OF SEMINOLE

ATTEST:

Rose Benoit

City Clerk

CITY OF SEMINOLE, FL.

By:

Frank P. Edmunds

**Frank P. Edmunds
City Manager**

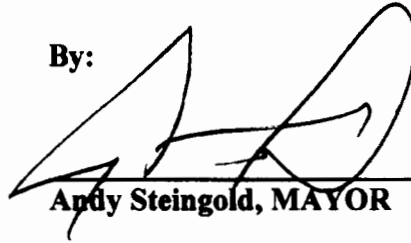
APPROVED AS TO FORM:

James E. Smith
City Attorney

CITY OF SAFETY HARBOR

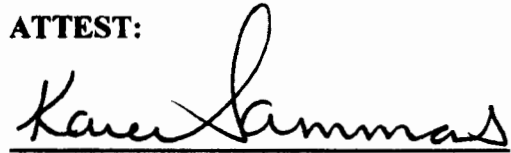
CITY OF SAFETY HARBOR, FL

By:


A stylized handwritten signature in black ink, consisting of a large loop followed by a horizontal stroke and a final upward stroke.

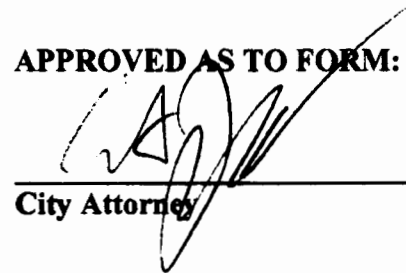
Andy Steingold, MAYOR

ATTEST:


A handwritten signature in black ink, appearing to read 'Karen Sammas' in a cursive style.

City Clerk

APPROVED AS TO FORM:

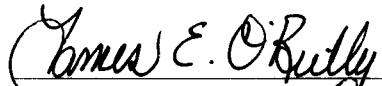

A handwritten signature in black ink, appearing to be a stylized 'A' followed by several vertical strokes.

City Attorney

CITY OF GULFPORT

CITY OF GULFPORT, FL

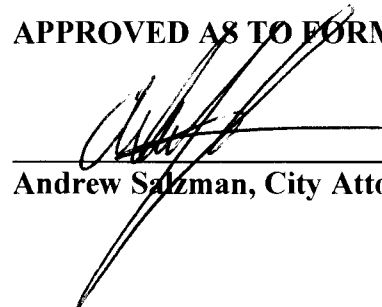
By:


James E. O'Reilly, City Manager

ATTEST:


Lesley DeMuth, City Clerk

APPROVED AS TO FORM:


Andrew Salzman, City Attorney



Re: Letter to County and copied to John Streitmatter

William.Horne@myclearwater.com <William.Horne@myclearwater.com>

Tue, Nov 6, 2012 at 1:19 PM

To: mgustafson@pinellas-park.com

Cc: MikeBonfield@stpetebeach.org, rdispirito@dunedinfl.net

Mike,

Your letter reflects the Clearwater City Council's perspective on the agreement. Thanks.

Bill

Bill Horne

Sent from my iPad

On Nov 6, 2012, at 9:36 AM, "Michael Gustafson" <mgustafson@pinellas-park.com>
mailto:mgustafson@pinellas-park.com>> wrote:

Bill, Michael & Rob,

I have changed my letter to address which elected bodies approved this agreement and who agrees in concept. Please check and see if this letter is correct with regards to your City. I plan to give this document to John Streitmatter tomorrow at our meeting, and send out the hard copy to the County with a email copy to all others. Thanks

Respectfully,
Michael B. Gustafson
City Manager
City of Pinellas Park

All communication are subject to Florida Public Records Law.

<Letter to BCC for November 7.docx>



RE: Letter to County and copied to John Streitmatter

Mike Bonfield <MikeBonfield@stpetebeach.org>
To: Michael Gustafson <mgustafson@pinellas-park.com>

Tue, Nov 6, 2012 at 9:39 AM

That's fine

From: Michael Gustafson [mailto:mgustafson@pinellas-park.com]
Sent: Tuesday, November 06, 2012 9:36 AM
To: Bill Horne; Mike Bonfield; Rob DiSpirito
Subject: Letter to County and copied to John Streitmatter

Bill, Michael & Rob,

I have changed my letter to address which elected bodies approved this agreement and who agrees in concept. Please check and see if this letter is correct with regards to your City. I plan to give this document to John Streitmatter tomorrow at our meeting, and send out the hard copy to the County with a email copy to all others. Thanks

Respectfully,
Michael B. Gustafson
City Manager
City of Pinellas Park

All communication are subject to Florida Public Records Law.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



FW: Letter to County and copied to John Streitmatter

DiSpirito, Robert <RDiSpirito@dunedinfl.net>
To: "mgustafson@pinellas-park.com" <mgustafson@pinellas-park.com>
Cc: "Gorshe, Phyllis" <PGorshe@dunedinfl.net>

Tue, Nov 6, 2012 at 5:11 PM

Hi Mike,

City staff agrees in concept. We are looking forward to further discussion and a Commission workshop in 2013, so that the Commission can deal with this all at one time, as is their preference. Let me know if you have any questions.

Thanks,

Rob

From: Gorshe, Phyllis
Sent: Tuesday, November 06, 2012 11:05 AM
To: DiSpirito, Robert
Subject: RE: Letter to County and copied to John Streitmatter

That letter is fine for us. We'll bring workshop to commission when the final draft is completed in 2013.

Thanks, Phyllis

From: DiSpirito, Robert
Sent: Tuesday, November 06, 2012 9:54 AM
To: Gorshe, Phyllis
Subject: FW: Letter to County and copied to John Streitmatter

Hi Phyllis,



Fwd: Oldsmar City Council Decision - PPLC Renewal

Diane Corna <dcorna@pinellas-park.com>

Wed, Nov 7, 2012 at 3:14 PM

To: Michael Gustafson <mgustafson@pinellas-park.com>

Ann forwarded a new e-mail. Changes referred to the previous agreement to the one that was approved by their Council.

Diane

----- Forwarded message -----

From: **Stephan, Ann** <ASstephan@ci.oldsmar.fl.us>

Date: Wed, Nov 7, 2012 at 3:13 PM

Subject: Oldsmar City Council Decision - PPLC Renewal

To: dcoma@pinellas-park.com

Hi Diane,

During the November 6, 2012 meeting, Oldsmar City Council considered the renewal of the Pinellas Public Library Cooperative (PPLC) interlocal agreement.

Bruce Haddock, City Manager, presented the agreement, highlighting the differences from previous agreements.

Through motion City Council unanimously supported the agreement as presented.

Let me know if you need anything further.

Sincerely,

Ann

annstephan, cmc

City Clerk | City of Oldsmar

100 State Street West, Oldsmar, FL 34677