



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** September 17, 2013

**AGENDA ITEM NO.** 2

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature**

**Subject:**

Approval of an Interlocal Agreement Related to the Operation and Funding of the Pinellas Public Library Cooperative, Inc.

**Department:**

Office of the County Administrator

**Staff Member Responsible:**

Mark S. Woodard, Assistant County Administrator

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE INTERLOCAL AGREEMENT WITH THE PINELLAS PUBLIC LIBRARY COOPERATIVE, INC. (PPLC) AND THE PARTICIPATING CITIES, AND THAT THE CHAIR EXECUTE THE AGREEMENT ON BEHALF OF THE PALM HARBOR COMMUNITY SERVICES AGENCY, INC. AND THE EAST LAKE COMMUNITY LIBRARY.

**Summary Explanation/Background:**

The current Library Interlocal Agreement expires on September 30, 2013. Efforts to develop a new Interlocal Agreement have been underway for over a year. The proposed Interlocal is similar to the existing agreement, with the following major changes:

- (a) East Lake Community Library (ELCL) will become a full member of the Cooperative and no longer have status as a "unit" of a member library.
- (b) The term of the agreement has been reduced from ten (10) to five (5) years. The shorter term provides greater flexibility to respond to changes in the mission of libraries and opportunities to deliver services in more efficient, effective ways. A review of alternative library services delivery models will be undertaken by the Cooperative in year three with a report provided to the Board no later than the start of year five.
- (c) The member cities have long desired greater sensitivity to the financial implications of Cooperative decisions on their budgets. They have strongly advocated for city and county management staff to provide that perspective as members of the Cooperative Board of Directors.

Current Appointees

3 BCC

3 Community Representatives

3 City Representatives

9

Proposed Appointees

2 BCC

3 County Administrator's Staff

4 City Managers

9

- (d) The current agreement features a five percent (5%) earmark for the administrative costs of the Cooperative and an additional 5% for capital improvements including library expansion and construction. For the last two years, the BCC, at the request of the PPLC and with the consent of the Cooperative members, has reallocated the capital monies to administration. The monies were required due to reductions in state library aid. Additionally, there have been no capital expansion needs, thereby the funds were available. The proposed language eliminates the earmarks and enables the Cooperative Board to allocate such funds as necessary to fund the administrative needs of the Cooperative.

**Fiscal Impact/Cost/Revenue Summary:**

The Interlocal Agreement provides for a funding formula based upon per capita local support from member libraries. The County may impose a levy of up to 0.5 mills within the unincorporated area, less Palm Harbor and East Lake, to support library services within the unincorporated area and to enhance services within the County as a whole. Palm Harbor and East Lake are subject to separate levies for library services.

**Exhibits/Attachments Attached:**

Interlocal Agreement

## **Library Interlocal Agreement**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the undersigned governmental units as set forth on the signature pages attached hereto ("Parties"), for the establishment of and participation in a cooperative library service for Pinellas County (the "Cooperative").

### **RECITALS:**

WHEREAS, Pinellas County and various municipalities entered into an Interlocal Agreement providing for the establishment of the Cooperative dated the 10<sup>th</sup> day of January 1989, which was subsequently amended and extended, and which was superseded by an Interlocal Agreement entered into on the 10<sup>th</sup> day of September 2001, which 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. In year three, the Cooperative shall conduct a comprehensive review of other library service delivery models. The results shall be delivered to the Board of Directors of the Pinellas Public Library Cooperative, Inc. and the Board of County Commissioners for consideration no later than September 30, 2017. Should the County not request review and amendment of the terms of this Agreement by March 31, 2018, the Agreement may be renewed for an additional period of five (5) years to September 30, 2023 with the mutual consent of the parties.

**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., (PPLC) 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 Agreement establishing the Cooperative, as may be amended.

E. Cooperative:

“Cooperative” as used in this Agreement refers to the Pinellas Public Library Cooperative, Inc. and may be delineated as “PPLC”.

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; and the County. 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 a municipal services taxing unit created for the provision of countywide library service (“Library MSTU”), 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. Unit of a Member Library:

“Unit of a Member library” as used in this agreement refers to a library of Members when said library exists wholly in unincorporated Pinellas County.

M. 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) voting Members and one (1) ex-officio non-voting Member who shall be selected and

appointed in accordance with the provisions of the Articles of Incorporation and the By-laws, as amended, as follows:

- a. Four Members of the Board of Directors shall be the City Administrator of the City of St. Petersburg and the City Managers of Clearwater, Largo and Pinellas Park, or their senior management designees.
- b. Three Members of the Board of Directors shall be county senior management employees, representing Pinellas County, who shall be designated by the Pinellas County Administrator.
- c. Two Members of the Board of Directors shall be appointed by the Board of County Commissioners and shall serve a term of three (3) years.

Criteria for such appointment shall be as follows:

- 1.) The candidate has previous experience serving on a Board or similar body and the capacity to evaluate a full range of perspectives, from library service providers to library users.
- 2.) The candidate represents the interests of all parties, including the County, the Cooperative, Members with and without libraries, and patrons.
- 3.) The candidate can vision the future of countywide library services.
- 4.) The candidate may not be an employee or Member of the governing body of a library.

- d. One Member of the Board of Directors shall be the Chair of the Library Directors Advisory Council, who shall serve ex-officio as a non-voting Member.

2. Terms. The Articles of Incorporation shall specify the term of office for Directors in conformance with 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 six (6) 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 at least 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).



- k. Developing, in consultation with the library directors of Members, the Annual Plan of Service and the Long Range Plan for the Cooperative to improve library services to residents of municipalities, library taxing districts, and unincorporated areas.

C. Executive Director:

The governing Board shall employ a professional Executive Director.

- 1. 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 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 by the Board of Directors 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. Governmental units 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 Florida Statutes 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 staff 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.

4. Audits.

Each Member with a library shall provide to the Cooperative by March 31 of each year an audited statement of its library operating costs for its last completed fiscal year. The audits are to be reviewed by the Cooperative to determine the dollars expended locally for library operations. 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.

5. 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:

The County, on behalf of the Library MSTU, and subject to the provisions and limitations in Section V. A. and any other 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 subject to the provision of, and limitations in, Section V(A), the funding 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). Payments shall be made by the County and each Member without a library of annual financial support due from it in four (4) quarterly payments of twenty-five percent (25%) each.

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 0.5 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.

The obligations of the County as to any funding required pursuant to this Agreement are subject to annual approval of the Library MSTU millage by the County. If funds are not appropriated by the County through the Library MSTU for any or all of the obligations in this Agreement, the County shall not be obligated to pay for the services provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Cooperative in writing of such failure of appropriation, and upon such notice, the provisions of Section IV shall govern.

**B. Determination and Notification of Per Capita Amounts for Members Without Libraries:**

The Cooperative shall advise each Member without a library by June 1 of each year, 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)(4). 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.

C. 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 including the County's Investment Policy.

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, Florida Statutes 257 and Florida Administrative Code 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 for library services provided prior to the date of withdrawal pursuant to Sections IV and V prior to withdrawal.

**VII. TERMINATION OF AGREEMENT:**

In the event that Members representing more than fifty percent (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.

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 Procedures 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.

**Procedures 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 31<sup>st</sup> in any given year.

## **EXHIBIT “B”**

### **Disbursement Formula**

**Base Allocations** to Members with libraries shall be the balance remaining after the adjustments stated in Section V(D)(1) and (D)(2) 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(B)(4) 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 Section V(D)(1) and (D)(2). 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.

**CITY OF CLEARWATER**

Countersigned:

*-George N. Cretekos*

George N. Cretekos  
Mayor

Approved as to form:

*Call*

Camilo A. Soto  
Assistant City Attorney

CITY OF CLEARWATER, FLORIDA

By: *Jui Silveboard, Acting For.*  
William B. Horne II  
City Manager

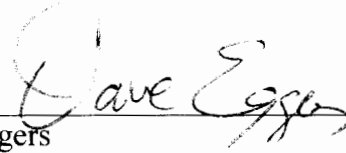
Attest:

*Rosemarie Call*  
Rosemarie Call  
City Clerk

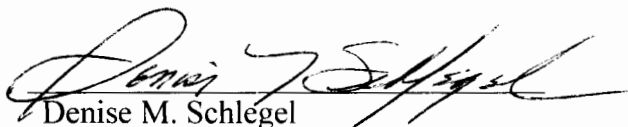


**CITY OF DUNEDIN**

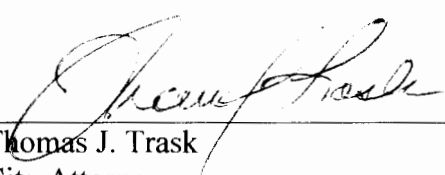
**CITY OF DUNEDIN, FL**

  
\_\_\_\_\_  
Dave Eggers  
Mayor

**ATTEST:**

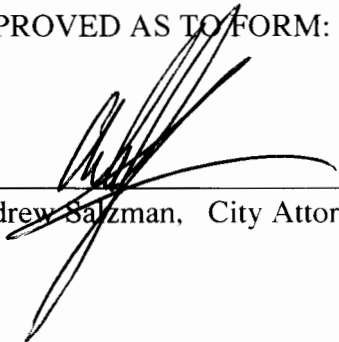
  
\_\_\_\_\_  
Denise M. Schlegel  
City Clerk

**APPROVED AS TO FORM:**

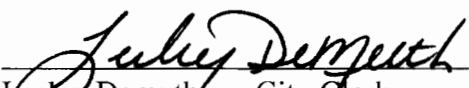
  
\_\_\_\_\_  
Thomas J. Trask  
City Attorney

**CITY OF GULFPORT**

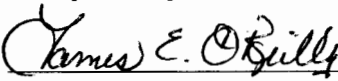
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Andrew Salzman, City Attorney

ATTEST:

  
\_\_\_\_\_  
Lesley Demuth, City Clerk

CITY OF GULFPORT  
A Municipal Corporation

BY:   
\_\_\_\_\_  
James E. O'Reilly, City Manager

DATE: 7-25-13

CITY OF LARGO

Norton Craig 8/24/13  
CITY MANAGER

Attest:   
Diane L. Bruher  
Diane L. Bruher, City Clerk  
FLORIDA

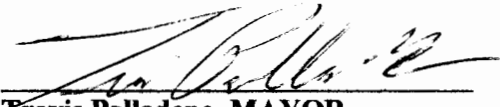
Reviewed and Approved:

[Signature]  
City Attorney

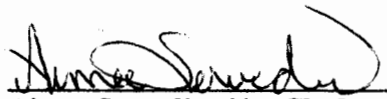
**CITY OF MADEIRA BEACH**

**CITY OF MADEIRA BEACH, FL**

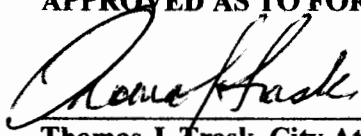
**By:**

  
\_\_\_\_\_  
**Travis Palladeno, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**Aimee Servedio, City Clerk**

**APPROVED AS TO FORM:**

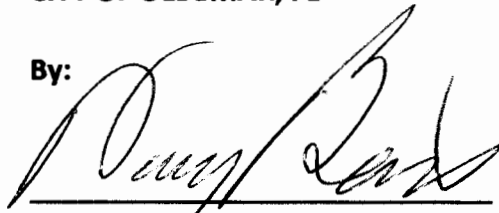
  
\_\_\_\_\_  
**Thomas J. Trask, City Attorney**



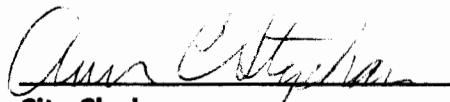
**CITY OF OLDSMAR**

**CITY OF OLDSMAR, FL**

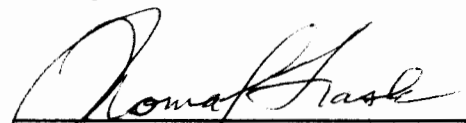
**By:**

  
Doug Bevis, Mayor

**ATTEST:**

  
City Clerk

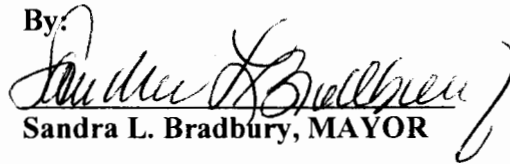
**APPROVED AS TO FORM:**

  
City Attorney

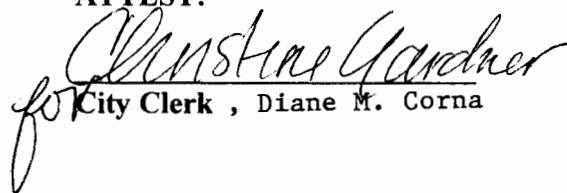
**CITY OF PINELLAS PARK**

**CITY OF PINELLAS PARK, FL**

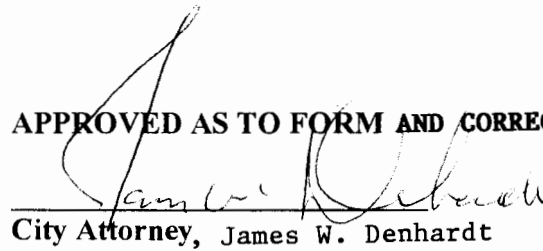
By:

  
Sandra L. Bradbury, MAYOR


**ATTEST:**

  
City Clerk , Diane M. Corna

**APPROVED AS TO FORM AND CORRECTNESS:**

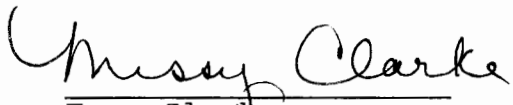
  
City Attorney, James W. Denhardt

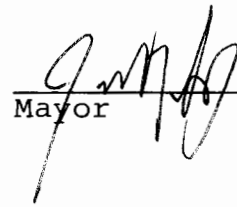
TOWN OF NORTH REDINGTON BEACH

 Mayor MRB. 8/13/13

  
Town Clerk

**TOWN OF REDINGTON BEACH**


  
Town Clerk

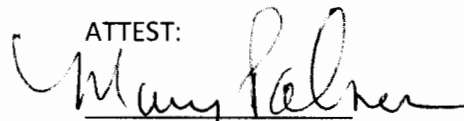
  
Mayor

Town of Redington Shores

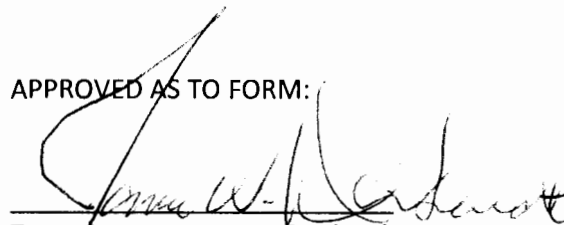
Town of Redington Shores, FL

By:

  
Bert Adams, Mayor

ATTEST:  
  
Town Clerk

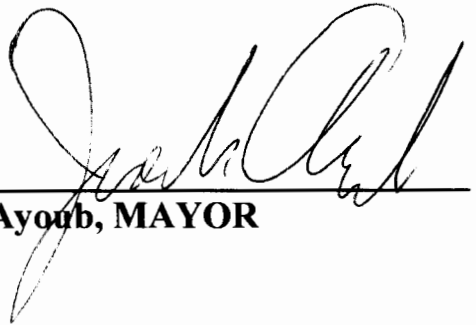
APPROVED AS TO FORM:

  
Town Attorney, James Denhardt

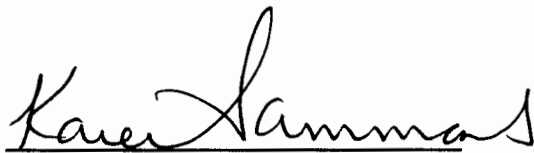
**CITY OF SAFETY HARBOR**

**CITY OF SAFETY HARBOR, FL**

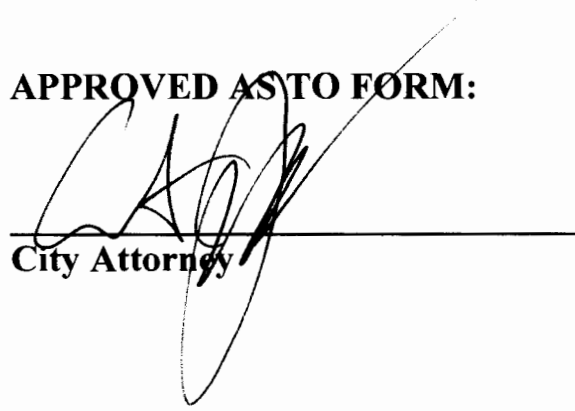
**By:**

  
\_\_\_\_\_  
**Joe Ayoub, MAYOR**

**ATTEST:**


  
\_\_\_\_\_  
**Karen Sammons, CMC**  
**City Clerk**

**APPROVED AS TO FORM:**

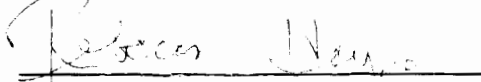
  
\_\_\_\_\_  
**City Attorney**

**CITY OF ST. PETE BEACH**

**CITY OF ST. PETE BEACH, FL**

By:   
**Michael P. Bonfield, CITY MANAGER**

**ATTEST:**

  
**City Clerk**

**APPROVED AS TO FORM:**

  
**City Attorney**

LIBRARY INTERLOCAL AGREEMENT  
CITY OF ST. PETERSBURG  
SIGNATURE PAGE

ATTEST:

By: Cathy E. Davis - Deputy  
(For) Eva Andujar, City Clerk Clerk

(SEAL)

CITY OF ST. PETERSBURG

By: [Signature]

Title: Mayor

Date: 6/23/13

APPROVED AS TO [Signature] CONTENT AND  
FORM

By: Marcell My  
City Attorney (Designee)





**FOR CITY OF SEMINOLE:**

ATTEST:

SEMINOLE, FLORIDA

Rose Benoit  
Rose Benoit, City Clerk

By: Frank P. Edmunds  
Frank P. Edmunds, City Manager

Date: 8.14.13

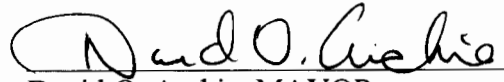
Approved as to Form:

[Signature]  
City Attorney  
Aug 5, 2013

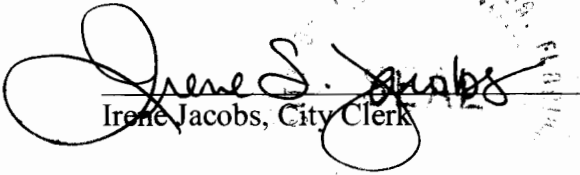
CITY OF TARPON SPRINGS

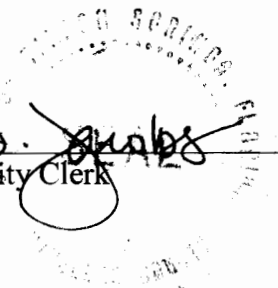
CITY OF TARPON SPRINGS, FL

By:

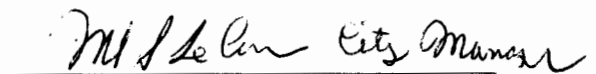
  
David O. Archie, MAYOR

ATTEST:

  
Irene Jacobs, City Clerk

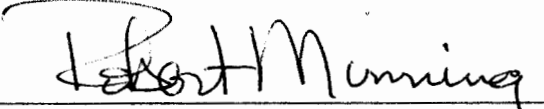


By:

  
Mark G. LeCouris, City Manager

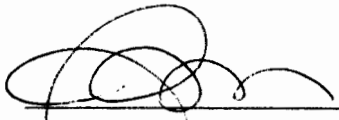
APPROVED Board of Commission Meeting August 20, 2013

**CITY OF TREASURE ISLAND**  
PPLC Interlocal Agreement

  
\_\_\_\_\_  
Mayor, Treasure Island

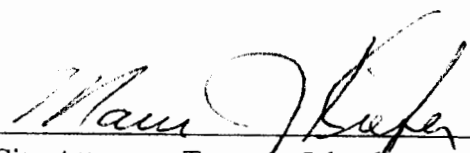
8/26/13  
Date

ATTEST:

  
\_\_\_\_\_  
Deputy City Clerk, Treasure Island

8/23/13  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney, Treasure Island

8/23/13  
Date

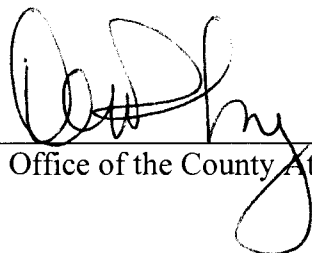
PINELLAS COUNTY, FLORIDA, by and  
through its Board of County Commissioners

By: \_\_\_\_\_  
Kenneth T. Welch, Chairman

ATTEST:  
KEN BURKE, CLERK OF COURT

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM

By:  \_\_\_\_\_  
Office of the County Attorney