

Pinellas County Board of County Commissioners (BCC)  
315 Court Street, 5<sup>th</sup> Floor  
Clearwater, Florida 33756

July 31, 2012

## WORK SESSION AGENDA

9:30 a.m.

1. Pinellas Public Library Cooperative
2. Budget Recap and Discussion to Finalize Proposed Millage Rates for Inclusion in the TRIM Notice

Order of Items is Subject to Change. All Times are Approximate.

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### ***“Citizens’ Comments” Will Follow Each Presentation***

Any Person Wishing to Speak During the “Citizens’ Comments” Portion of the Work or Budget Information Session Agenda Must Have a Yellow Card Completed and Given to Staff at the Staff Table. The Chairman Will Call the Speakers, One by One, to the Podium to be Heard. Each Speaker May Speak up to Three (3) Minutes.

Persons Who Have Been Authorized to Represent an Organization with Five (5) or More Members or a Group of Five (5) or More Persons Should Complete a Yellow Card, Submit it to Staff at the Table Located at the Front of the Board Room, and Should Limit Their Presentation to Ten (10) Minutes. It is Expected that Others in the Organization or Group Will Waive Their Time.



# Pinellas Public Library Cooperative

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## *Memorandum*

TO: The Honorable Chairman and  
Members of the Board of County Commissioners

FROM: Mary A. Brown, Executive Director

DATE: July 25, 2012

RE: PPLC Materials – BCC Work session 7-31-12

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The following documents have been submitted for distribution in conjunction with the Pinellas Public Library Cooperative's presentation to the BCC at the July 31, 2012 work session:

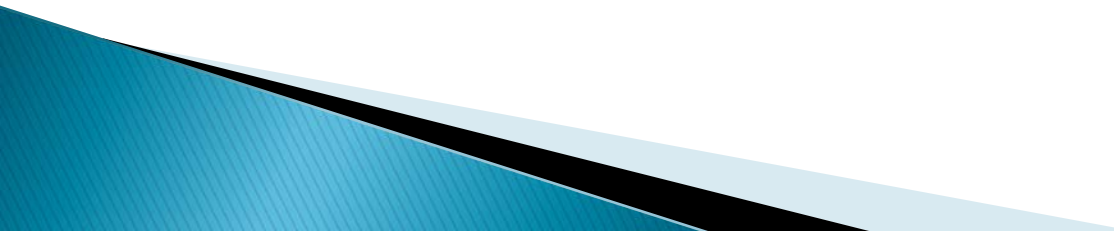
- [Power Point](#)
- [Excel Spreadsheets – Usage Statistics](#)
- [Interlocal Agreement \( current \) with Markup](#)
- [Interlocal Agreement \( City Manager's Committee \) draft](#)
- [J. White Memorandum – Membership on Cooperative Board of Directors](#)
- [Discussion Points](#)



# Pinellas Public Library Cooperative, Inc.

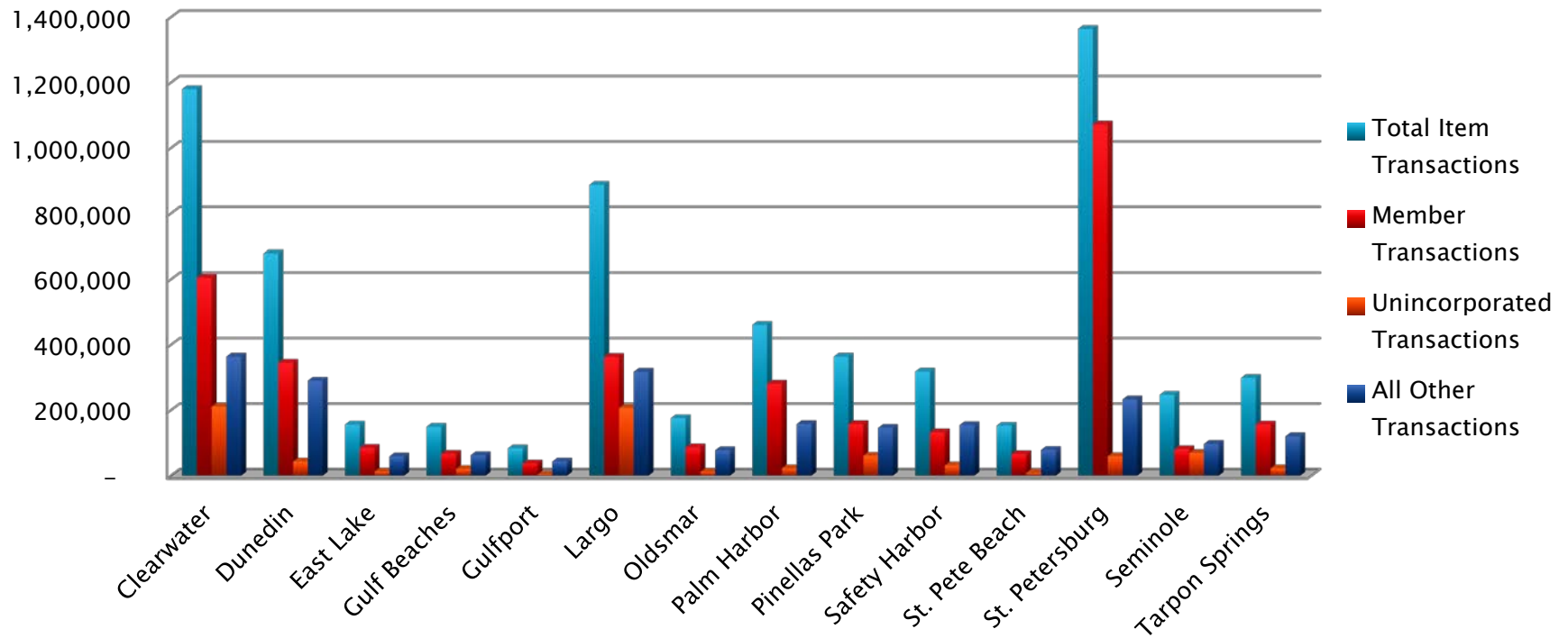
July 31, 2012

# Work Plan


- ▶ Chart 1: Item Transaction by Municipality
  - ▶ Chart 2: Patron Transaction Count by Municipality
  - ▶ Chart 3: Patron Count by Municipality
  - ▶ Chart 4: Expenditures FY10/11 by Source
  - ▶ Chart 5: Local Support by Member City
  - ▶ Chart Analysis
  - ▶ Q & A
- 

# Chart 1:

## Item Transactions by Municipality FY 2010 /2011

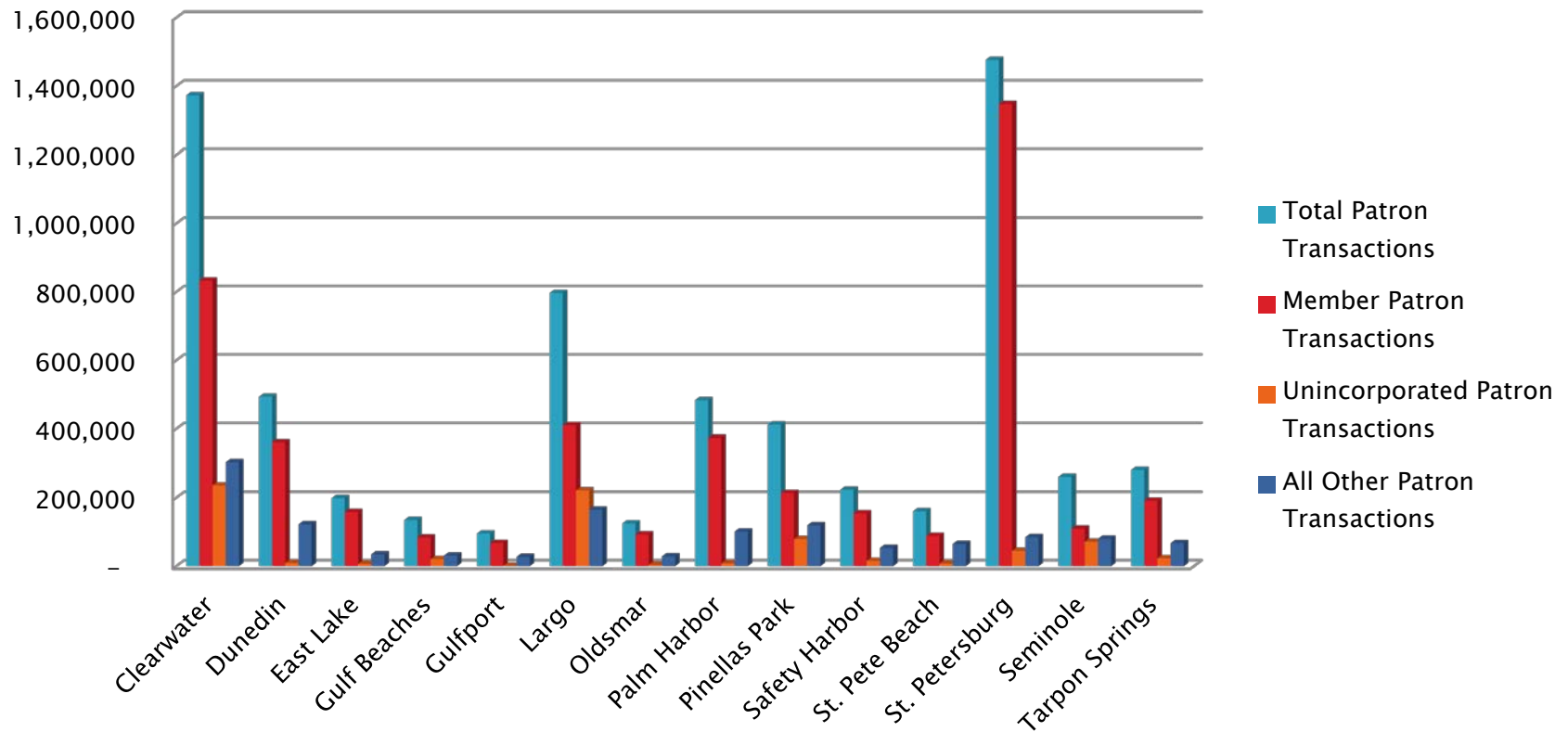


# Chart 1 Explanation


- ❑ Item refers to materials (items) owned by the identified library.
  - ❑ Data in Chart 1 identifies four transaction types for each library:
    1. *Total # of Items the Owning Library has circulated.*
    2. *% of Total Checked Out by Member City Residents*
    3. *% of Total Checked Out by Unincorporated County Residents*
    4. *Total # Checked Out by All Others*
- 

# Chart 2:

## Patron Transaction Count by Municipality



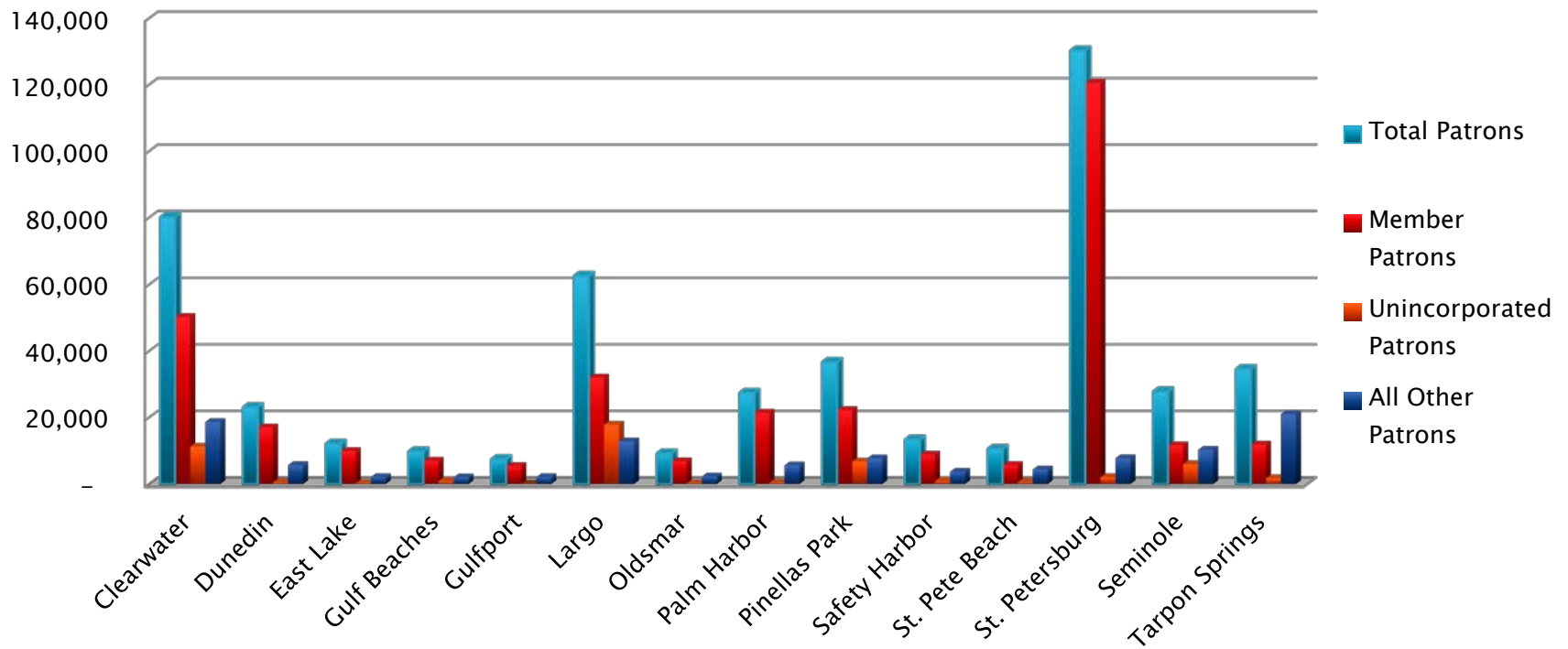
# Chart 2 Explanation

- ❑ Data in Chart 2 reflects Patron Activity within Each Member Library
    1. *Member Patron Transaction reflects activity by a cardholder who is registered within their member city.*
    2. *Unincorporated Patron Transaction reflects activity by an unincorporated resident at a PPLC Member Library.*
    3. *All Other Patron Transactions reflects PPLC Member Library to PPLC Member Library patron activity.*
- 



# Chart 3:

Patron Count by Municipality  
FY 2010 /2011

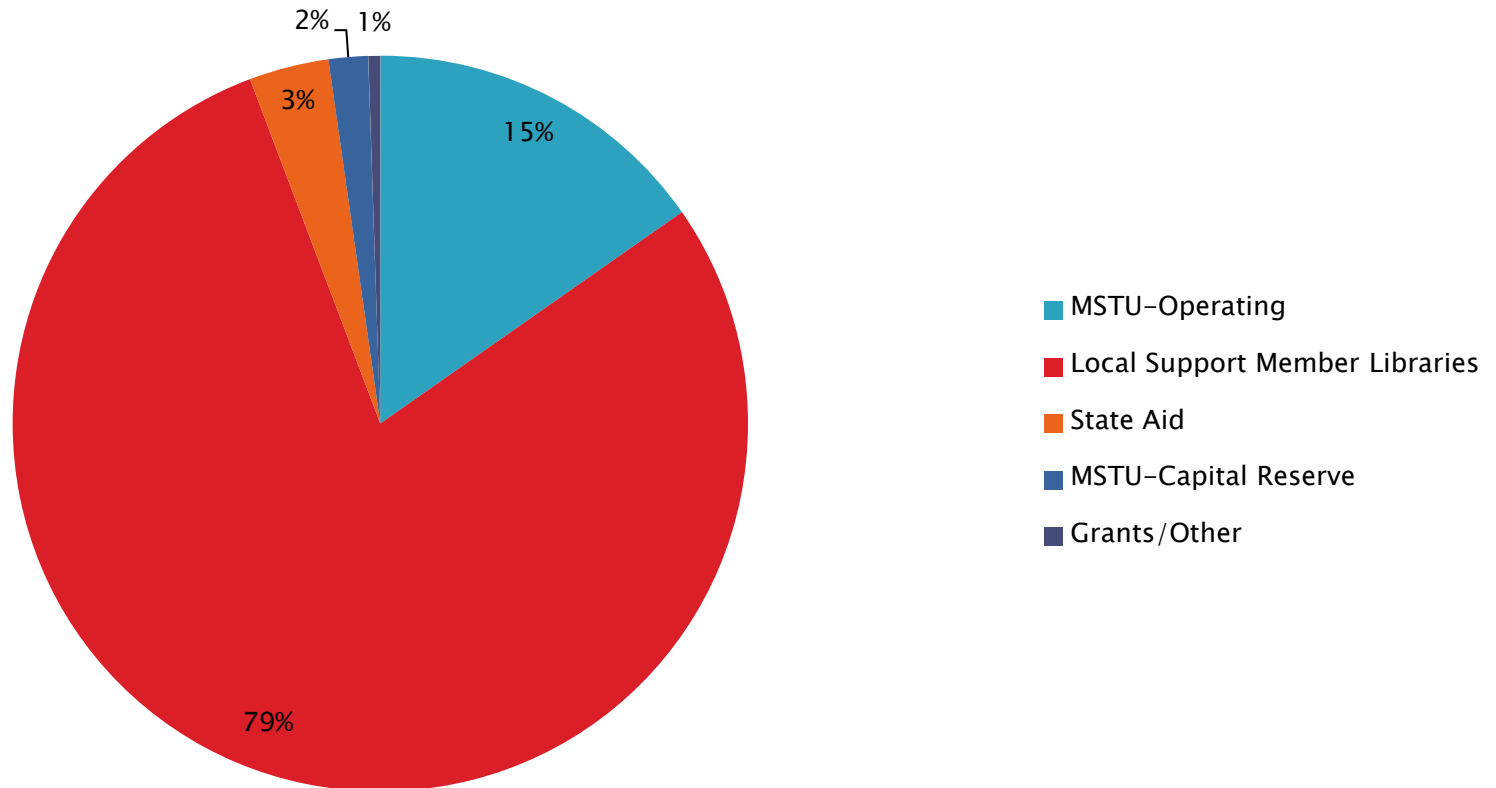


# Chart 3 Explanation

- ❑ Data reflects # of patrons registered at a PPLC Member Library by patron residence location.
- ❑ Data in Chart 3 identifies four patron types for each library.

# Chart 4:

Expenditures FY 10/11 by Source



# Chart 5: Local Support by Member City

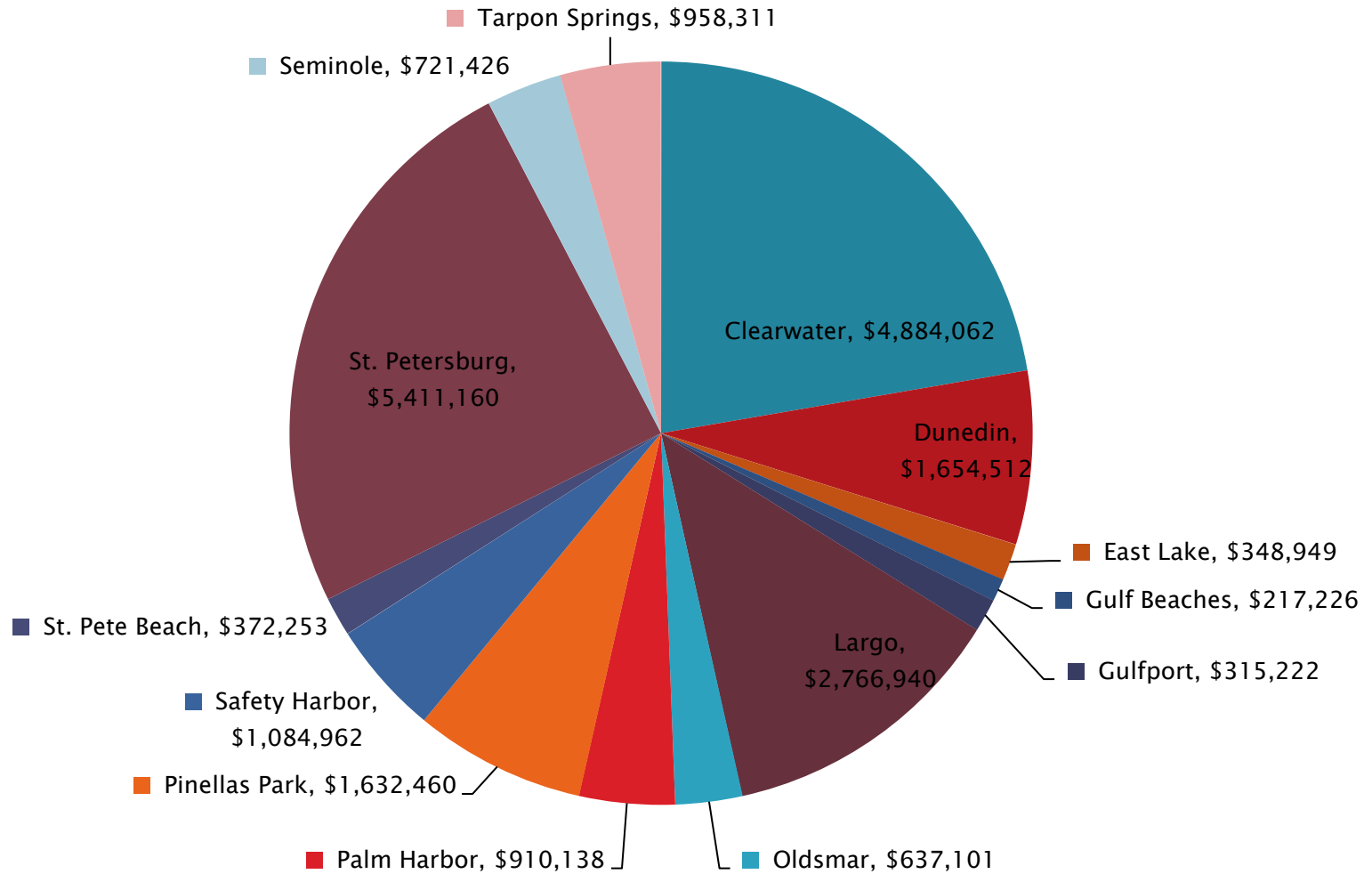
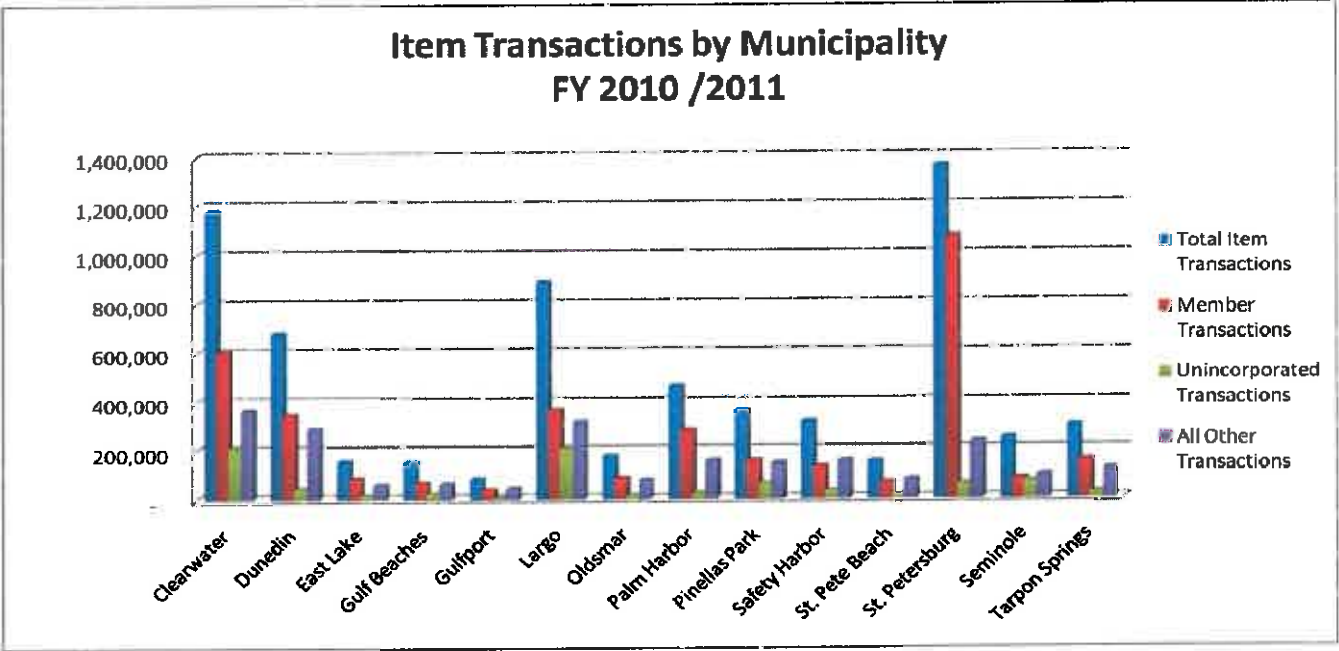


CHART 1



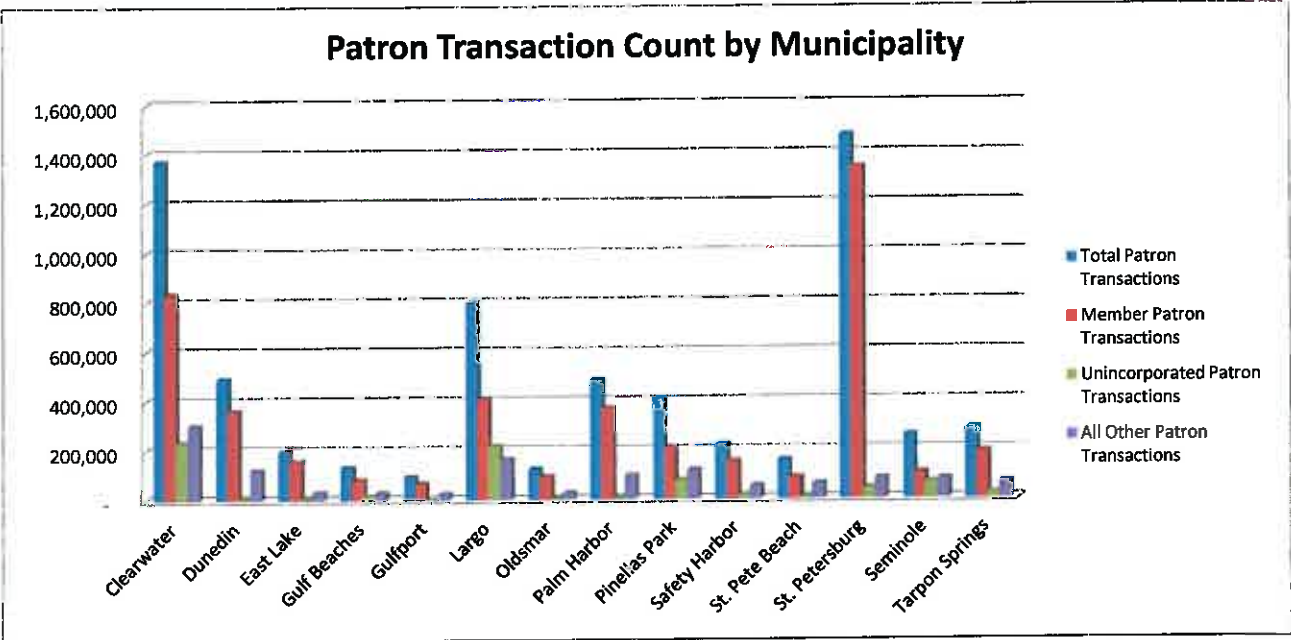
Library	Total Item Transactions	Member Transactions	Unincorporated Transactions	All Other Transactions
Clearwater	1,179,986	604,824	211,038	364,124
Dunedin	678,617	345,182	43,066	290,369
East Lake	155,935	84,568	12,696	58,671
Gulf Beaches	149,284	66,394	20,186	62,704
Gulfport	83,450	37,128	3,384	42,938
Largo	887,251	362,933	206,851	317,467
Oldsmar	175,619	86,214	11,853	77,552
Palm Harbor	460,822	280,833	22,427	157,562
Pinellas Park	363,932	157,309	60,749	145,874
Safety Harbor	318,043	132,384	31,138	154,521
St. Pete Beach	152,627	65,805	8,461	78,361
St. Petersburg	1,364,223	1,072,027	59,323	232,873
Seminole	246,862	80,668	69,326	96,868
Tarpon Springs	298,703	156,283	22,223	120,197
Total	6,515,354	3,532,552	782,721	2,200,081

Library	Individual Library % of Total	Member Transactions *	Unincorporated Transactions *	All Other Transactions *
Clearwater	18.11%	51.26%	17.88%	30.86%
Dunedin	10.42%	50.87%	6.35%	42.79%
East Lake	2.39%	54.23%	8.14%	37.63%
Gulf Beaches	2.29%	44.47%	13.52%	42.00%
Gulfport	1.28%	44.49%	4.06%	51.45%
Largo	13.62%	40.91%	23.31%	35.78%
Oldsmar	2.70%	49.09%	6.75%	44.16%
Palm Harbor	7.07%	60.94%	4.87%	34.19%
Pinellas Park	5.59%	43.22%	16.69%	40.08%
Safety Harbor	4.88%	41.62%	9.79%	48.58%
St. Pete Beach	2.34%	43.11%	5.54%	51.34%
St. Petersburg	20.94%	78.58%	4.35%	17.07%
Seminole	3.79%	32.68%	28.08%	39.24%
Tarpon Springs	4.58%	52.32%	7.44%	40.24%
Total	100.00%	54.22%	12.01%	33.77%

\*Represents the member library's respective transactions as a percentage of its own total item transaction count.

Unincorporated % of Total Item Transactions	% of Total Unincorporated Transactions
3.24%	26.96%
0.66%	5.50%
0.19%	1.62%
0.31%	2.58%
0.05%	0.43%
3.17%	26.43%
0.18%	1.51%
0.34%	2.87%
0.93%	7.76%
0.48%	3.98%
0.13%	1.08%
0.91%	7.58%
1.06%	8.86%
0.34%	2.84%
12.01%	100.00%

CHART 2



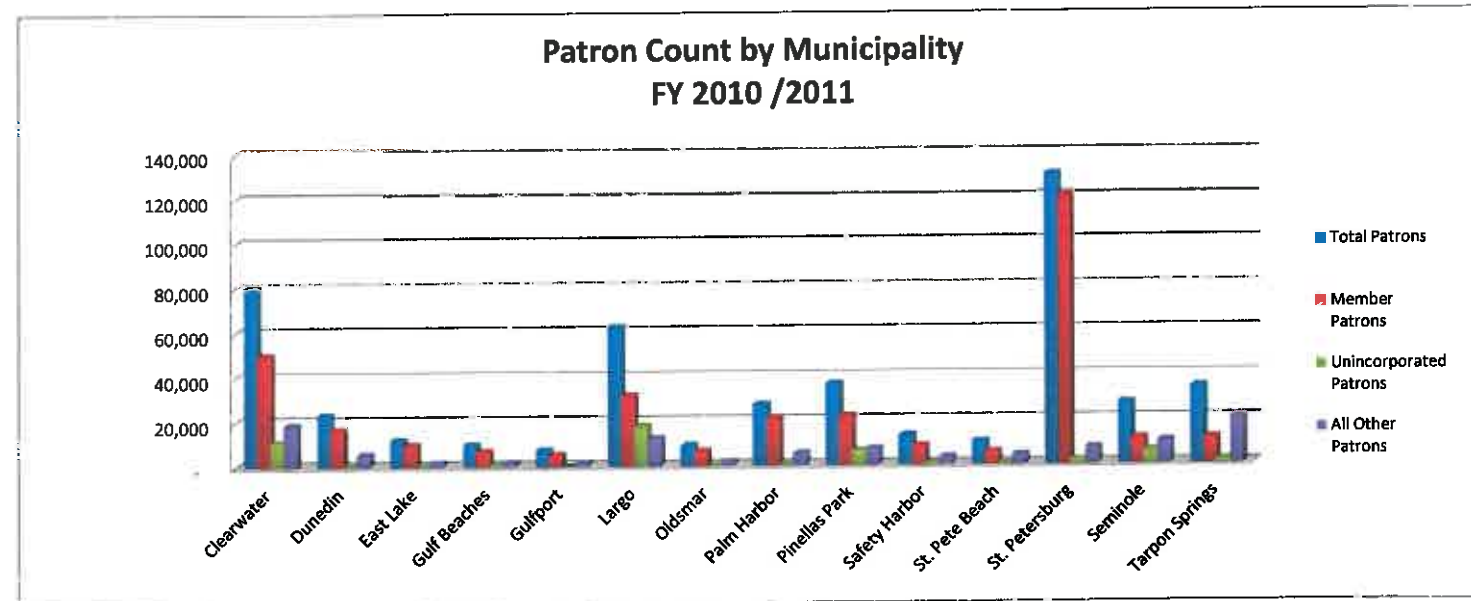
Library	Total Patron Transactions	Member Patron Transactions	Unincorporated Patron Transactions	All Other Patron Transactions
Clearwater	1,372,999	833199	235,966	303,834
Dunedin	493,278	361940	9,144	122,194
East Lake	198,797	158073	6,429	34,295
Gulf Beaches	134,749	83681	20,504	30,564
Gulfport	95,400	67478	725	27,197
Largo	796,772	409930	221,639	165,203
Oldsmar	124,730	92605	3,674	28,451
Palm Harbor	483,504	374191	8,183	101,130
Pinellas Park	412,154	213890	79,065	119,199
Safety Harbor	223,337	154462	15,657	53,218
St. Pete Beach	160,451	88197	7,425	64,829
St. Petersburg	1,476,740	1347470	44,665	84,605
Seminole	260,946	109572	71,334	80,040
Tarpon Springs	281,345	191183	22,857	67,305
Total	6,515,202	4,485,871	747,267	1,282,064

Library	Individual Library % of Total Patron Transactions	Member Patron Transactions *	Unincorporated Patron Transactions *	All Other Patron Transactions *
Clearwater	21.07%	60.68%	17.19%	22.13%
Dunedin	7.57%	73.37%	1.85%	24.77%
East Lake	3.05%	79.51%	3.23%	17.25%
Gulf Beaches	2.07%	62.10%	15.22%	22.68%
Gulfport	1.46%	70.73%	0.76%	28.51%
Largo	12.23%	51.45%	27.82%	20.73%
Oldsmar	1.91%	74.24%	2.95%	22.81%
Palm Harbor	7.42%	77.39%	1.69%	20.92%
Pinellas Park	6.33%	51.90%	19.18%	28.92%
Safety Harbor	3.43%	69.16%	7.01%	23.83%
St. Pete Beach	2.46%	54.97%	4.63%	40.40%
St. Petersburg	22.67%	91.25%	3.02%	5.73%
Seminole	4.01%	41.99%	27.34%	30.67%
Tarpon Springs	4.32%	67.95%	8.12%	23.92%
Total	100.00%	68.85%	11.47%	19.68%

*\*Represents the member library's respective transactions as a percentage of its own total item transaction count.*

Unincorporated % of Total Patron Transactions	% of Total Unincorporated Patron Transactions
3.62%	31.58%
0.14%	1.22%
0.10%	0.86%
0.31%	2.74%
0.01%	0.10%
3.40%	29.66%
0.06%	0.49%
0.13%	1.10%
1.21%	10.58%
0.24%	2.10%
0.11%	0.99%
0.69%	5.98%
1.09%	9.55%
0.35%	3.06%
11.47%	100.00%

CHART 3



Library	Total Patrons	Member Patrons	Unincorporated Patrons	All Other Patrons
Clearwater	80,208	50,292	11,254	18,662
Dunedin	23,177	17,033	464	5,680
East Lake	12,167	9,896	214	2,057
Gulf Beaches	9,854	7,003	866	1,985
Gulfport	7,519	5,419	55	2,045
Largo	62,729	32,030	17,872	12,827
Oldsmar	9,252	6,844	179	2,229
Palm Harbor	27,499	21,493	404	5,602
Pinellas Park	36,780	22,261	6,796	7,723
Safety Harbor	13,439	8,876	891	3,672
St. Pete Beach	10,627	5,708	546	4,373
St. Petersburg	130,398	120,583	2,054	7,761
Seminole	27,907	11,645	5,966	10,296
Tarpon Springs	34,682	11,863	1,734	21,085
<b>Total</b>	<b>486,238</b>	<b>330,946</b>	<b>49,295</b>	<b>105,997</b>

Library	Individual Library % Total Patrons	Member Patrons	Unincorporated Patrons	All Other Patrons
Clearwater	16.50%	62.70%	14.03%	23.27%
Dunedin	4.77%	73.49%	2.00%	24.51%
East Lake	2.50%	81.33%	1.76%	16.91%
Gulf Beaches	2.03%	71.07%	8.79%	20.14%
Gulfport	1.55%	72.07%	0.73%	27.20%
Largo	12.90%	51.06%	28.49%	20.45%
Oldsmar	1.90%	73.97%	1.93%	24.09%
Palm Harbor	5.66%	78.16%	1.47%	20.37%
Pinellas Park	7.56%	60.52%	18.48%	21.00%
Safety Harbor	2.76%	66.05%	6.63%	27.32%
St. Pete Beach	2.19%	53.71%	5.14%	41.15%
St. Petersburg	26.82%	92.47%	1.58%	5.95%
Seminole	5.74%	41.73%	21.38%	36.89%
Tarpon Springs	7.13%	34.21%	5.00%	60.80%
<b>Total</b>	<b>100.00%</b>	<b>68.06%</b>	<b>10.14%</b>	<b>21.80%</b>

Unincorporated % of Total Patrons	% of Total Unincorporated Patrons
2.31%	22.83%
0.10%	0.94%
0.04%	0.43%
0.18%	1.76%
0.01%	0.11%
3.68%	36.26%
0.04%	0.36%
0.08%	0.82%
1.40%	13.79%
0.18%	1.81%
0.11%	1.11%
0.42%	4.17%
1.23%	12.10%
0.36%	3.52%
<b>10.14%</b>	<b>100.00%</b>

**Library Interlocal Agreement – 2001 Original Version**

INTERLOCAL AGREEMENT, between PINELLAS COUNTY, FLORIDA, through its Board of County Commissioners (“BCC”), and the undersigned governmental units (“members”), 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 10<sup>th</sup> day of January, 1989, and subsequently amended on the 19<sup>th</sup> 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 10<sup>th</sup> day of September, 2001, expires on September 30, 2013; and [move PPLC] within the eight month period, a new funding/disbursement formula was developed to deal with the changing circumstances in Pinellas County; and an agreement was entered into on the 10<sup>th</sup> day of September 2001 and expired on September 3, 2013; and

~~WHEREAS, within the eight month period, a new funding/disbursement formula was developed to deal with the changing circumstances in Pinellas County; and~~

WHEREAS, it is in the public interest to execute the following agreement 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 [move CM]; EXECUTION; EFFECTIVE DATE; ~~PURPOSE~~  
TERM OF AGREEMENT:**

**A. Execution; Effective Date:**

This Interlocal Agreement may be signed in counterparts by the parties hereto. This Agreement shall become effective on ~~September 10, 2001~~. **October 1, 2013**

**~~B.~~A. Purpose:**

The purpose and intent of this Agreement is to ~~establish~~ **continue to** ~~and~~ 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.**

**The functions of the Cooperative include but are not limited to the following:**

- 1. Centralized coordination and communication of policies and procedures to facilitate the public's use of the Cooperative library system.**
- 2. To receive and disburse funds from federal, state, and local sources.**
- 3. To maintain a shared library automation system serving member libraries.**
- 4. To maintain a shared materials delivery system serving member libraries.**
- 5. To assist member libraries in maximizing the use of library resources and services through collaborations and partnerships.**

**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. Should a majority of members 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.

[move CM] 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 members.

## 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. ~~drafted by three (3) incorporators designated by the Pinellas County Board of County Commissioners (“BCC”) and, after written~~ drafted by three (3) incorporators designated by the Pinellas County Board of County Commissioners (“BCC”) and, after written approved approval thereof by the signatories to the 1989 interlocal agreement establishing the Cooperative, and ~~were~~ 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. ~~drafted by three (3) Incorporators designated by the BCC and were~~ drafted by three (3) Incorporators designated by the BCC and were 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.

G. Disbursement Formula:

“Disbursement Formula” as used in this Agreement refers to the formula according to which disbursements to members of this Agreement 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,~~ **Palm Harbor Community Services District**, a municipal consortium offering library services, **and libraries funded by the County excluding all monies received by such libraries from the Cooperative or from the MSTU created for the provision of countywide library service.** **501(C)(3) organizations established for the purpose of providing public library services,** ~~and the County~~ and the County. Governmental Units which are signatories to this Agreement are included within the definition of Governmental Unit, but may also be delineated as “Members”.

I. Member:

“Member” as used in this Agreement refers to signatories to this Agreement.

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 ~~which was adopted by the PPLC Board on September 22, 1998,~~ a copy of which is attached hereto and incorporated herein as Exhibit “A”.

~~K. 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.~~

K. Local Support:

“Local Support” as used in this agreement refers to the dollar amount of funds expended for allowable costs by each member during the fiscal year for library operations. Funds received from the BCC for the support of a library that exists wholly in 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 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) 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 from among its members 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 from among its members 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 from among its members 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 from among its members 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 from among its members 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 from among its members 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 from among their members. 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 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 Advisory Board respectively from among their members. 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 from among their members. 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 member of the Board of Directors.

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

1. **[CM] Membership.** ~~The Board of Directors shall consist of nine (9) members who shall be chosen in accordance with the provisions of the Articles of Incorporation or the By-laws. Members of the Board of Directors at the time of the effective date of this Agreement may serve out the remainder of their terms; vacancies on the Board shall be filled in the manner specified in the Articles of Incorporation or the By-laws. Upon the effective date of~~

~~this Agreement, the By-laws shall be amended to reflect that three members of the Board of Directors shall be appointed by the BCC; said Directors must reside in the unincorporated area of Pinellas County at the time of their appointment, shall be appointed one from each of the three at-large districts of the County Commission, and shall serve staggered terms. The remaining six directors shall be nominated by other members and selected and approved by the Board of Directors and shall serve staggered terms. It is intended that the Board of Director's membership will fairly represent geographic areas to be serviced by the Cooperative.~~

1. [PPLC] Membership. The Board of Directors shall consist of nine (9) members who shall be chosen in accordance with the provisions of the Articles of Incorporation or the By-laws. Members of the Board of Directors at the time of the effective date of this Agreement may serve out the remainder of their terms; vacancies on the Board shall be filled in the manner specified in the Articles of Incorporation or the By-laws. Upon the effective date of this Agreement, the By-laws shall be amended to reflect that three members of the Board of Directors shall be appointed by the BCC; said Directors must reside in the unincorporated area of Pinellas County at the time of their appointment, shall be appointed one from each of the three at-large districts of the County Commission, and shall serve staggered terms. The remaining six directors shall be nominated by other members and selected and approved by the Board of Directors and shall serve staggered terms. It is intended that the Board of Director's membership will fairly represent geographic areas to be serviced by the Cooperative.

2. [CM] Terms. The Articles of Incorporation shall specify the term of office for Directors as two (2) ~~three (3)~~ 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. and provide that the terms shall be staggered.~~

2. [PPLC] Terms. The Articles of Incorporation specify the term of office for Directors as three (3) years and provide that the terms shall be staggered.

3. Officers. The Officers of the Cooperative shall be: Chair~~man~~ ~~person~~ of the Board of Directors, Vice-Chair~~man~~ ~~person~~ 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 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 Chair~~man~~ **person** 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 grant funds from state and federal sources and entering into arrangements as appropriate in connection therewith, and receiving and disbursing funds from governmental units without libraries participating in the Cooperative;
- e. Investing the Cooperative funds;
- f. Employing and directing an ~~administrator~~; **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. Reviewing and approving applications for capital funds for expansion of existing library facilities and/or construction of additional library facilities;~~
- i. **[PPLC]** Reviewing and approving applications for capital funds for expansion of existing library facilities and/or construction of additional library facilities;
- i. **[CM]** Advising the BCC and members with respect to the budget, disbursements, extension and expansion of library services and other affairs of the Cooperative;
- j. **[PPLC]** Advising the BCC and members with respect to the budget, disbursements, extension and expansion of library services and other affairs of the Cooperative;
- j. **[CM]** Submission of funding requirements in accordance with the provisions of Section V.
- k. ~~Establishing and maintaining an interlibrary loan program and its policies and procedures.~~

1. ~~k.~~ Submission of funding requirements in accordance with the provisions of Section V.

C. ~~Administrator:~~ Executive Director

The governing Board shall employ a professional ~~administrator.~~ Executive Director

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

a. Facilitating joint planning for coordination of library services among members with libraries [conditional upon board restructuring].

[PPLC a.] [CM 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;

b. [PPLC] Recommending and developing, with Board approval, cooperative projects as a method of cost reduction and improved efficiency;

~~b. Recommending and developing, with Board approval, cooperative projects as a method of cost reduction and improved efficiency.~~

c. ~~Planning for and developing centralized coordination, planning, and technical services working with local libraries;~~ Coordinating, evaluating and implementing policies and procedures to provide access to countywide library services.

c. [CM] Preparing, in coordination with the library directors of members, the annual operating and capital budgets of the cooperative and presenting the annual operating ~~and capital~~ budgets of the Cooperative to the Board and Cooperative members.

d. Preparing and presenting the annual operating and capital budgets of the Cooperative to the Board of Directors and Librarians' Advisory Council.

2. Qualifications. The ~~administrator~~ 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 Librarians' Advisory Council made up of all library directors of members, or their designees, will assist the ~~Administrator~~ Executive Director in ~~developing centralized~~



coordination, planning and other matters as appropriate. ~~The Advisory Council will elect a chairman. The office of Chairman will be rotated yearly among the members of the Advisory Council.~~ \*\*\*\*developing centralized coordination, planning and other matters as appropriate. The Advisory Council will elect a chairman. The office of Chairman will be rotated yearly among the members of the Advisory Council. 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 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:

[PPLC] Each year an Annual Plan of Service and Budget shall be developed, in compliance with the State Aid to Libraries grant application, containing goals, objectives, and activities submitted by the library directors of members in conjunction with Cooperative administration including a cumulative 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 equal access to library services and consistency throughout the area. The ~~initial~~ Cooperative's long-range plan, ~~established at the Cooperative's inception~~, must be updated every three to five years. 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.

[CM] 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 ~~equal~~ access to library services and consistency throughout the area. The ~~initial~~ long-range plan, ~~established at the Cooperative's inception~~, 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 to members 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** ~~be based on audited figures~~ be based on audited figures and will be forwarded to members including the BCC, 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 ~~of \$100.00~~ per household; such fee may be adjusted ~~annually~~ by a majority of parties to this agreement ~~to reflect inflation~~. 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. **[PPLC] [CM 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.

1. [CM] 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. [PPLC] 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 \$25,000.00 per year.

2. [CM] 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.

4. [CM] 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.

[PPLC 3]. [CM 5.] Materials and Services. Members with libraries agree to allow all ~~free~~ free circulating on materials of existing community libraries to ~~circulate freely to be~~ freely available to residents of all participants in the Cooperative. Within policies established by each library, residents of members may borrow materials ~~either directly~~ from participating libraries ~~or through interlibrary loans~~, and use all reference and public programming services.

C. Members Without Libraries:

1. Basis for Funding:

Each member without a library, except the BCC, 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 shall be calculated as follows: The total expenditures, as adjusted for monies received from the Cooperative, of the members from the **most current** 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 **A B**.

2. Underfunding:

If any member’s financial support paid to the Cooperative is less than the amount due under Section V, ~~then 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 after the giving of written notice to such unit of the deficiency, unless payment of such deficiency is made within such thirty (30) days. In the event of such withdrawal, all funds due under Section V shall be immediately due and payable as specified in Section VI C.~~ **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 BCC 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 BCC 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.**

**[PPLC A.][CM 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 years, 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. ~~Libraries operating as a unit of a member library shall not be included in this calculation.~~ 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. \*\*\*\*[PPLC] If there are no changes in membership of the Cooperative, the County ~~will~~ may collect the full half-mill tax for libraries, subject to the fiscal funding provisions of this Agreement, and submit the funds to the Cooperative in quarterly payments. ~~, subject to the fiscal funding provisions of this Agreement.~~ Payments shall be made by each member without a library of annual financial support due from it in four (4) quarterly payments of twenty-five percent (25%) each.

~~\*\*\*\*[CM] If there are no changes in membership of the Cooperative, the County will collect the full half mill tax for libraries, subject to the fiscal funding provisions of this Agreement, and submit the funds to the Cooperative in quarterly payments. , subject to the fiscal funding provisions of this Agreement. Payments shall be made by each member without a library of annual financial support due from it in four (4) quarterly payments of twenty five percent (25%) each.~~

~~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.~~

[PPLC B.] [CM 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 (based on National Council of Nonprofit Associations 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.

[PPLC C.][CM D.] Disbursement:

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

1. [PPLC] Five percent (5%) of the monies collected from members without library service shall be put into a capital improvements fund to be used for additions to existing libraries, for building new libraries, or purchase of special improvements to service other participants. ~~A minimum of \$200,000 of these reserve funds shall be made available annually for new construction and capacity enhancing expansions that benefit unincorporated residents and this amount shall not be cumulative.~~ As long as a member remains a member of the cooperative, money received from the Cooperative's capital improvement fund need not be paid back. However, if and when such member ceases to be a member of the Cooperative, it shall have the obligations described at Section VI B.

1. [CM] 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.

~~1. [CM] Five percent (5%) of the monies collected from members without library service shall be put into a capital improvements fund to be used for additions to existing libraries, for building new libraries, or purchase of special improvements to service other participants. A minimum of \$200,000 of these reserve funds shall be made available annually for new construction and capacity enhancing expansions that benefit unincorporated residents and this amount shall not be cumulative. As long as a member remains a member of the cooperative, money received from the Cooperative's capital improvement fund need not be paid back. However, if and when such member ceases to be a member of the Cooperative, it shall have the obligations described at Section VI B.~~

2. [PPLC] Five percent (5%) of the monies collected from members without library service shall be used to fund the administrative costs of the Cooperative, including the

administrator's salary, office supplies, rent and other costs related to the administrative operations.

~~2. [CM] Five percent (5%) of the monies collected from members without library service shall be used to fund the administrative costs of the Cooperative, including the administrator's salary, office supplies, rent and other costs related to the administrative operations.~~

3. [CM 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.

Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 90 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.

~~Funds received from the BCC for the support of a library, which is a unit of a member library but exists wholly in the unincorporated area of Pinellas County, shall be considered as additional local support for the member library for purposes of the application of the disbursement formula.~~

[PPLC] Allocations to member libraries shall be pursuant to the disbursement formula.

~~[CM] Allocations to member libraries shall be pursuant to the disbursement formula.~~

~~The funding is then paid out to member libraries in quarterly checks.~~ 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 parties to this Agreement and the approval of the BCC, ~~to reflect a change in the Cooperative's composition.~~

[PPLC 4.] [CM 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 two years** ~~for a program function to service other participants~~. 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.

A. Members Without a Library:

~~No member without a library may withdraw until it has paid all sums due from it to the Cooperative pursuant to Sections IV and V.~~ **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.**

~~D.~~ **[CM]** Termination of Agreement:

~~In the event that members representing more than fifty (50%) of the total~~



~~population of all members withdraw under this Section VI, or are deemed to have withdrawn under Section IV C 2 this Agreement shall terminate. In any event, this Agreement shall expire on September 30, 2013, unless extended upon the written consent of all members.~~

D. [PPLC] Termination of Agreement:

~~In the event that members representing more than fifty (50%) of the total population of all members withdraw under this Section VI, or are deemed to have withdrawn under Section IV C 2 this Agreement shall terminate. In any event, this Agreement shall expire on September 30, 2013, unless extended upon the written consent of all members.~~

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. Should a majority of members 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 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. [CM language but remains in original location]

~~E.~~ [CM] Fiscal Funding:

~~In the event that the BCC determines that the Cooperative budget does not require the levy of a full half mill for the new fiscal period, the County shall notify the Cooperative of the millage that will be assessed for that fiscal period as provided for in Section V A.~~

E. [PPLC] Fiscal Funding:

In the event that the BCC determines that the Cooperative budget does not require the levy of a full half-mill for the new fiscal period, the County shall notify the Cooperative of the millage that will be assessed for that fiscal period as provided for in Section V A.

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 Standards for Florida Public Libraries, current edition (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 ~~source of funds and a~~ 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<sup>st</sup> deadline. See the Procedures for Admission for steps to be taken.

\*Optional Essential levels include Standard #37, #46, #56, #77, and #90.

Adopted by the PPLC Board on \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_Chairman

**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. [PPLC doc does not include #3]
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 ~~weaknesses~~ **deficiencies** to the Cooperative Board and 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 the ~~weaknesses~~ **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 ~~signed~~ **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 subsequent year's funding allocations, the **P**rocedures **for Admission** must be completed by March 31<sup>st</sup> in any given year.

Adopted by the PPLC Board on \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Chairman

## EXHIBIT "B"

## Funding Formula

**Base Allocations** to members with libraries ~~and to units~~ shall be ~~94%~~ 90% after the adjustments stated in Article V C ~~D1 and D2~~ of the Library Interlocal Agreement. ~~and shall decrease by 1% each year until it becomes 90%.~~ 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 BCC 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%.

1. Each library's percentage of the total support extended, as determined through the review of the ~~annual audits~~ member library year-end expenditure reports and certification letter based on 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 2 of the agreement, by the total local support for all members ~~and units~~. For ~~units~~ libraries located in unincorporated Pinellas County, ~~in their first year as a unit~~, the annual allocation received from the BCC or a portion of the assessed millage, as determined by the BCC, 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%.
- ~~2. Libraries located in and serving the unincorporated area that are operating as units of existing member libraries shall not be considered in the application of the funding formula to the existing library of which they are units, but shall qualify for financing independently, as set forth in paragraph above and Article V of the Library Interlocal Agreement, which shall be paid to the existing member library of which the library is a unit in addition to the funds the member library qualifies for.~~

**Circulation Allocations** to members with libraries ~~shall be 10% and to units shall be 6%, after the adjustments stated in Article V C V D1 and D2 and shall increase by 1% per year until it becomes 10%.~~ [CM] The dollars available for distribution include the balance remaining after the base allocation and the circulation pool. [PPLC] ~~The dollars available for distribution include the balance remaining after the base allocation and the circulation pool.~~ The balance of the remaining funds shall be available for distribution to the member libraries. 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. ~~For units located in unincorporated Pinellas County, the circulation for the unit shall include all usage except usage from within the boundaries of the member library of which it is a unit.~~

## **Library Interlocal Agreement**

INTERLOCAL AGREEMENT, between PINELLAS COUNTY, FLORIDA, through its Board of County Commissioners (“BCC”), and the undersigned governmental units (“members”), 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 10<sup>th</sup> day of January, 1989, and subsequently amended on the 19<sup>th</sup> 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 10<sup>th</sup> 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. Should a majority of members 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.

**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.

G. Disbursement Formula:

“Disbursement Formula” as used in this Agreement refers to the formula according to which disbursements to members of this Agreement 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 libraries funded by the County, excluding all monies received by such libraries from the cooperative or from the MSTU created for the provision of countywide library service. Governmental Units which are signatories to this Agreement are included within the definition of Governmental Unit, but may also be delineated as “Members”.



I. Member:

“Member” as used in this Agreement refers to signatories to this Agreement.

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 during the fiscal year for library operations. Funds received from the BCC 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) 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 from among its members 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 from among its members 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 from among its members 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 from among its members 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 from among its members 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 from among its members 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 from among their members. 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 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 Advisory Board respectively from

among their members. 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 from among their members. 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 member of the Board of Directors.

k. The Chair of the Library Directors Advisory Council shall serve as an ex-officio 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 grant funds from state and federal sources and entering into arrangements as appropriate in connection therewith, and receiving and disbursing funds from governmental units 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 BCC 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.

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 [conditional upon board restructuring].
- 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 cooperative 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 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 to members 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 members including the BCC, 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, except the BCC, 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 BCC 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 BCC 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.

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 parties to this Agreement and the approval of the BCC.

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 31<sup>st</sup> 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 BCC 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 and the circulation pool. 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

TO: Mark Woodard, Assistant County Administrator  
Dennis Long, Chief Assistant County Attorney

FROM: Jewel White, Managing Assistant County Attorney 

SUBJECT: Membership on Library Cooperative Board of Directors

DATE: June 12, 2012

Pinellas County Code section 78-2 establishes a municipal services taxing unit under the name of Pinellas County Library Services District and designates the Board of County Commissioners as the governing board of said district. The code goes on to provide for entry into an Interlocal Agreement with governmental units and other appropriate providers of library services within the County in order to establish a not for profit corporation to be created for the administration and operation of a cooperative library services system. The current Interlocal Agreement provides for the establishment of and participation in a cooperative library service for Pinellas County (the Cooperative) for those local governments who are parties to the Agreement. The Interlocal provides as its purpose to establish and operate the Cooperative in order to extend library services to the unincorporated areas of the county and to municipalities that do not have such services and further, to improve library services to residents of municipalities and library tax districts that have library services as of the effective date of the Agreement. The Interlocal recognizes the Articles of Incorporation of the not for profit corporation, as well as the By-Laws, which further refine the membership and duties of the Cooperative. Currently, there are no elected officials on the Board of Directors of the Cooperative.

An issue has arisen in regard to whether the appointment of a local elected official to the Board of Directors would constitute dual office holding in violation of Section 5(a), Article II, Florida Constitution. Prior to the effective date of the original Cooperative Interlocal Agreement, which was January 10, 1989, an informal opinion was rendered by the Office of the Attorney General on this issue. There the Attorney General drew no conclusion as to whether members of the governing board of the Cooperative were officers for purposes of Section 5(a), Article II, Florida Constitution, but cautioned against the potential implications of that constitutional provision. The recommendation was made to consider a specific legislative designation that certain elective officers of the county and various municipalities serve as *ex officio* members of the Cooperative in order to avoid potential dual office holding problems.

Since that time, no opinions have been rendered by the Attorney General's Office specifically considering whether members of a Board of Directors of a library cooperative would be considered "officers" for purposes of the constitutional prohibition on dual office holding. However, several opinions have been rendered on similar issues that provide guidance. In AGO 96-95, the Attorney General considered whether membership on the Board of Directors of the Alternative Education Institute, created within the Department of Education as a not for profit corporation constituted an office for purpose of dual office holdings considerations. Section 39.085, Florida Statutes, created the Institute within the Department of Education, and specifically provided that it "shall be a not for profit corporation acting as an instrumentality of the state." The Institute was granted the authority to receive, hold, invest, and administer

property, to expend funds, and to enter into contracts. Given these powers, the Attorney General concluded that despite the fact the Institute is a not for profit corporation, since it was created by statute within the Department of Education, a state agency, and acts as an instrumentality of the state, carrying out a government function, that board members are state officers within the scope of the dual office holding prohibition.

Similarly, in AGO 2008-45, the Attorney General considered whether Board Members of Workforce Florida, Inc. were officers for purposes of section 5(a), Article II, Florida Constitution. Workforce Florida, Inc. was created by section 445.004, Florida Statutes, as a not for profit corporation that is administratively housed within the Agency for Workforce Innovation, but not subject to the control, supervision, or direction of that agency. While the statute specifically provides that Workforce Florida, Inc. "shall not be a unit or entity of state government", the Legislature declared the not for profit corporation, its boards, councils, and advisory committees be subject to the Public Records Law and the Government in the Sunshine Law. The purpose of Workforce Florida, Inc. is to design and implement strategies that help Floridians enter, remain in and advance in the workplace. The powers and duties of Workforce Florida, Inc. include the development of allocation formulas for the distribution of funds for adult employment and training activities and youth activities to the local areas, as well as providing oversight and policy direction. Based upon these powers and duties, the Attorney General concluded that Board members of Workforce Florida, Inc. are officers for purposes of the constitutional prohibition on dual office holding.

Much like the not for profit corporations considered in AGO 96-95 and AGO 2008-45, the Cooperative has been granted various oversight duties. Included among these duties are establishing policies for operation of the Cooperative, receiving and disbursing grant funds from state and federal sources and investing said funds, conducting open and public meetings, establishing policies for the operation of a county wide library Cooperative system and overall managing the affairs of the Cooperative. Given the similarities, I believe it likely that members of the Cooperative's Board of Directors would be deemed officers for purposes of section 5(a), Article II, Florida Constitution. It has long been recognized in Florida that the acceptance of a second incompatible office by one already holding office operates as a resignation of the first. See, Holley v. Adams, 238 So. 2d 401 (1970). Given the risk that a local elected official could be divested of his or her elected position by virtue of membership on the Board of Directors, I strongly caution against any such appointment.

There is a recognized exception to the general rule that the holder of two incompatible offices would be in violation of the constitutional prohibition against dual office holding. See, Advisory Opinion to Governor, 1 So. 2d 636 (1941). Assuming a particular office holder is subject to the constitutional dual office holding prohibition, a legislative designation of that officer to perform *ex officio* the function of another or additional office is not a holding of two offices at the same time in violation of the constitution, provided the duties imposed are consistent with those being exercised. The terms *ex officio* means "by virtue or because of an office" and simply describes the manner by which a particular official may validly serve as a member of another board or commission. When legislatively directed to serve as a member of and carry out the powers and duties of another office because of an office already being held by



an officer, the newly assigned duties are viewed as an addition to the existing duties of the officer. Under these circumstances, there is no constitutional violation. See, AGO 2007-06.

Given the state of the law as it appears today, I agree with the decision rendered by the Attorney General in regard to the Cooperative in 1988 and caution against the appointment of any elected official to the Cooperative's Board of Directors, unless and until there is a legislative directive to do so, thereby making the Board of Directors position *ex officio*.

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# **Interlocal Agreement 2013**

## **Discussion Points**

- 1. PPLC Purpose**
- 2. Definitions – Governmental Unit**
- 3. Governing Structure**
- 4. Funding Mechanism**
- 5. Exhibit A – Policy on Admission**

**Commission Work Session Agenda Date: July 31, 2012**

**Item No.: 2**

**Budget Recap and Discussion to Finalize Proposed  
Millage Rates for inclusion in the TRIM Notice**

**No supporting documentation or backup was provided at  
the time of Distribution**