

EXHIBIT A



**SCOPE OF PROFESSIONAL SERVICES**

**For**

**CITY OF LARGO UWHCA ON THE FDOT GATEWAY EXPRESSWAY PROJECT**

**LIMITED CONSTRUCTION SERVICES**

<b>Date:</b>	<b>June 7, 2018</b>
<b>Project Number:</b>	<b>1599-006-010</b>
<b>City Project Number:</b>	<b>2016-08</b>

*This Scope of Services is an attachment to the Agreement to furnish Professional Services between the City of Largo and King Engineering Associates, Inc. of October 15, 2014, and made a part thereof.*

**1. PROJECT TITLE:**

Utility Adjustments on Roosevelt Blvd (SR 686) from 49<sup>th</sup> St. Bridge to E. of 40<sup>th</sup> St. at 118<sup>th</sup> Ave.

a.k.a. FDOT Gateway Expressway Utility Work by Highway Contractor Agreement (UWHCA)

**2. BACKGROUND:**

Under Purchase Order No. 60034, the City of Largo (City) authorized King Engineering Associates, Inc. (King) to provide design and permitting of utility relocations for FDOT projects located in the Ulmerton Rd./Roosevelt Blvd. area. Based on changes to the procurement and project packaging methods used by FDOT for the associated projects, an amendment to that scope was later proposed to the City Commission and approved on 8/4/2015 to provide for the development of a design criteria package, and associated coordination with FDOT, for finalization of the UWHCA to include with the FDOT Gateway Expressway Design-Build project. Remaining funds budgeted in the original Purchase Order were used to complete the services included in the Amendment. Neither the original scope of services nor the amendment included services during the final design and construction phases of the project by the Design Build Team. This Supplemental Change

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Order provides for services during completion of the UWHCA Work, subsequent to the kickoff of the FDOT Design-Build contract in October 2017.

### 3. SCOPE OF SERVICES:

King will provide coordination with FDOT and the Design Build Team, assist with design submittal reviews, respond to Design Build Team Requests for Information (RFIs), and limited construction phase services. Note that King's role in the project will be that of the "Design Criteria Professional," serving as the City's representative to clarify the design intent and City standard requirements. As such, King will communicate directly with the City as well as the Design Build Team Engineer of Record (DBEOR) during development of the design. The DBEOR will provide the signed and sealed final design, obtain permits, and ultimately certify the project.

King will perform the following services:

#### A. PROJECT MANAGEMENT

- 1) Coordinate with FDOT and the Design Build Team on status and schedule of the overall project, and provide updates to City personnel. The schedule of the overall project is unknown at this time, but based on the extent of the proposed work, construction of City utilities is anticipated to be completed in Fall 2018.
- 2) Plan and manage the efforts of the King's staff;
- 3) Develop monthly status report updates and invoices to the City;

#### B. DESIGN REVIEW SERVICES

- 1) Attend a Design Kickoff Meeting and up to two (2) Design Review Meetings;
- 2) Review the DBEOR's design submittals at the Preliminary, 90%, and 100% completion levels for conformance with the design criteria / technical specifications package.
- 3) Coordinate with the Design Build Team to answer questions, RFIs, and assist with interpretation of the design criteria, and generally facilitate communications between the Design Build Team, FDOT, and the City.
- 4) Review materials shop drawings and submittals from the Design Build Team for general conformance with the design criteria and City standards. Up to forty (40) shop drawings are anticipated.
- 5) Review the schedule of values (SOV) provided by the Design Build Team for accuracy with respect to anticipated materials quantities and standard FDOT pay item procedures.

#### C. LIMITED CONSTRUCTION SERVICES

In that the schedule, sequencing, and duration of construction of the City's utilities by the Design Build Team is unknown at this time and subject to change, the construction activities for the project are anticipated to span approximately 4 months. Services are proposed on an as-needed, time-and-expense basis (T&E), not to exceed (NTE) the amounts shown in the attached breakdown without prior authorization by the City. The scope of services and budget may be re-visited at a later time, should it prove to be insufficient. King's scope of services during the construction period will be:

## EXHIBIT A

- 1) Attend FDOT UWHCA meetings as needed. The FDOT indicates that regular, bi-weekly meetings are not anticipated during the utility construction. However, special meetings to resolve conflicts and/or changes are anticipated. Up to three (3) such meetings are included in this scope of services.
- 2) Respond to the Design Build Team's Requests for Information (RFIs). It is anticipated that the majority of these items will be addressed during the design phase, or addressed by the utility design engineer. Up to six (6) RFIs are included in the attached fees;
- 3) Review Design-Build certification packages for clearance of project permits, and generally facilitate questions and comments from the City prior to submittal to regulatory agencies or placement of utilities into service;
- 4) Providing assistance with final closeout including:
  - Attending a partial walkthrough upon completion of the utility work (prior to completion of roadway work);
  - Reviewing the Design Build Team's combined survey as-built;
  - Review Design Build Team's Record Drawings, provided in PDF and AutoCAD format;
  - Review final quantities of materials
- 5) As-Needed Field Representative services: In that the FDOT UWHCA requires the utility owner to submit daily reports of installed materials, it is anticipated that the City will require limited assistance of a field representative. Pipe testing and connections to existing City of Largo utilities will also need to be witnessed. For the purposes of this Scope of Work, a total of **200 regular hours** of field representative services is included (based on approximately 16 hours per week over an assumed 3-month construction activity period). Additionally, a total of **20 hours of overtime-rate** field representative pay is included, as it is anticipated that some elements of the work will need to be completed during non-peak hours. This may be renegotiated in the future, as the needs of the City and project are better determined.

### D. CONTINGENCY SERVICES

King may provide additional services under this Scope of Work, based on a lump sum amount or hourly charges per King's contract rate schedule, pending issuance of written authorization for each task by the City. Additional services may include extended services, field representation, engineering design, or other services as-needed and at the request of the City.

#### 4. BUDGET:

The City agrees to compensate the Engineer for the Work as set forth in Exhibit A.

#### 5. SCHEDULE:

The schedule of construction activities may be subject to change per FDOT's and the Design Build Team's project schedules. The duration of work under this scope is as discussed herein.

#### 6. ASSIGNMENT (Consultant):

Principal: Christopher F. Kuzler, P.E.

**EXHIBIT A**

**Project Manager:** Benjamin C. Turnage, P.E.  
**Construction Manager:** Orlando Serrano

**APPROVED BY:**

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**Benjamin C. Turnage, PE**  
**Utilities Practice Lead**  
**King Engineering Associates, Inc.**

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**Date**

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**Jerald Woloszynski, P.E.**  
**City Engineer**  
**City of Largo**

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**Date**

**Reviewed and Approved:**  
  
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**City Attorney**



**Exhibit A**  
**Professional Services Agreement dated November 12, 2014**  
**Engineering Project Number 2018-02**  
**City of Largo**  
**Church Creek Drainage – Design & Permitting Services**  
**Summary of Task Descriptions**  
**Advanced Engineering & Design, Inc.**  
**July 12, 2018**

On November 12, 2014, Advanced Engineering & Design, Inc. (AED) entered into an Agreement to Furnish Professional Services to the City of Largo (AGREEMENT) in accordance with RFQ # 14-Q-485. Pursuant to the AGREEMENT, the City of Largo (CITY) has requested that AED provide certain professional services for Engineering Project Number 2018-02, Church Creek Drainage – Design & Permitting Services (PROJECT).

The City of Largo's (City) goals are to obtain a design for a box culvert along Twig Terrace to significantly reduce the flows that are routed through a section of open channel. This open channel system, north of Twig Terrace, is located on private property and is the upstream reach of a system the City would prefer to abandon in future years. AED will perform evaluation, design and permitting for the proposed box culvert and identify the extent of system offsite improvements needed to meet the City's goals.

**Scope of Services**

The Scope of Services shall consist of the following:

**Task 1 – Basis of Design Report / Preliminary Plan Preparation**

- 1.1 Available records will be reviewed. These records will be provided by the City. AED will extract records available online from SWFWMD and FDEP. . A preliminary field assessment will be performed.
- 1.2 Coordination with the survey subconsultant will be performed to identify the proposed scope of survey work.
- 1.3 Utilizing the survey, plan basesheets will be prepared by AED.
- 1.4 Coordination with public and private utilities will be performed by AED in order to identify the facilities within the project area. "Level D" markups will be requested from involved utilities.
- 1.5 AED will attend a Pre-Application Meeting at the Southwest Florida Water Management District's (SWFWMD) Tampa Service Office. Permitting requirements will be discussed at this meeting.
- 1.6 Preliminary stormwater modeling will be performed by AED. A model schematic will be developed identifying basins, links, nodes and other pertinent features.

Preliminary stormwater modeling will identify the proposed box culvert size and identify any adverse impacts resulting from the proposed improvements.

- 1.7 Based upon the preliminary stormwater modeling, AED will prepare Preliminary Plans identifying the alignment and elevations of the proposed improvements.
- 1.8 A Preliminary Opinion of Probable Cost will be prepared by AED. Quantities will also be tabulated for the work.
- 1.9 AED will prepare a Basis of Design Report (BODR) outlining the design assumptions and implementation alternatives. A Design Review Meeting will be attended by AED. Commentary issued during and after this meeting will be addressed and the BODR will be revised (as needed).

## **Task 2 – 60% Plan Preparation**

- 2.01 The Preliminary Plans will be advanced to reflect a 60% level of completion. Commentary issued by the City during the earlier stages of the project will be incorporated into the 60% plans.
- 2.02 Coordination with the geotechnical subconsultant will be performed to identify the proposed scope of geotechnical investigation. Findings of this investigation will be incorporated into the plans and specifications.
- 2.03 Coordination with the subsurface utility engineering subconsultant will be performed to identify the proposed scope of utility investigation. Findings of this investigation will be incorporated into the plans and specifications, and the basesheets will be modified (as needed).
- 2.04 Coordination with the environmental subconsultant will be performed to identify the proposed scope of environmental investigation. Findings of this investigation will be incorporated into the plans and specifications.
- 2.05 Adjustments, for City of Largo-owned utilities, will be designed by AED. This design effort will be performed within the limits of the proposed stormwater improvements.
- 2.06 60% plan detailing will be performed by AED.
- 2.07 Stormwater modeling will be finalized. A Stormwater Modeling Summary will be prepared by AED documenting modeling assumptions, the model construction approach and results.
- 2.08 AED will prepare 60% level Technical Specifications, including a project-specific Measurement & Payment Section. The City-provided “front end” documents will be integrated into the specification package.
- 2.09 A 60% Opinion of Probable Cost will be prepared by AED.

- 2.10 Project deliverables will be provided to the City. A letter narrative will accompany this transmission documenting applicable assumptions and identifying critical project elements.

### **Task 3 – Permitting**

- 3.01 A SWFWMD permit application will be prepared and submitted to the District by AED.
- 3.02 A Pre-Construction Notification (PCN) will be prepared and submitted to the United States Army Corps of Engineers (USACOE). It is assumed that the proposed box culvert will be eligible for a Nationwide Permit.
- 3.03 Formal responses to commentary, issued by the SWFWMD, will be prepared by AED. Plan and specification modifications will be prepared as needed to address SWFWMD's permit entity commentary.
- 3.04 Formal responses to commentary, issued by the USACOE, will be prepared by AED. Plan and specification modifications will be prepared as needed to address USACOE's permit entity commentary.

### **Task 4 – Final Plan Preparation**

- 4.01 The 60% Plans will be advanced to reflect a final level of completion. Commentary issued by the City during the earlier stages of the project will be incorporated into the final plans.
- 4.02 Final design level plan detailing will be performed, and signed and sealed by AED.
- 4.03 AED will finalize the Technical Specifications, including the project-specific Measurement & Payment Section.
- 4.04 A final design level Opinion of Probable Cost will be prepared by AED.
- 4.05 Project deliverables will be provided to the City. A letter narrative will accompany this transmission documenting applicable assumptions and identifying critical project elements.

### **III. Deliverables**

AED shall submit Preliminary (30%), 60% and Final Level Plans in electronic format, PDF and CADD. Each plan submittal shall be accompanied with an updated Opinions of Probable Cost to the City. Additional plan sets shall be distributed to the private utility companies. AED will provide plan sets for the submittal of the permit application to the SWFWMD and copy the City on all correspondence. When required, signed and sealed original plan sets will be provided.



#### **IV. Items to be Provided by the City / Proposal Assumptions**

The City shall provide the following items:

- Payment of permit fees (if needed).
- All available information on the City-owned utilities (GIS maps, Atlas sheets, etc.).
- Legal descriptions and sketches associated with any temporary and/or permanent easements that may be needed to construct the proposed improvements.

The City shall also perform plan reviews.

Please note that this proposal was prepared utilizing the following assumptions/exclusions:

- Final design activities for improvements on 126<sup>th</sup> Avenue shall be performed under a separate scope of services.
- It is assumed that the proposed improvements will be eligible for a USACOE Nationwide Permit.
- Bidding and Construction Administration Services shall be performed under a separate scope of services.
- Funding assistance is not proposed.

#### **V. Compensation**

The City agrees to compensate AED on a Lump Sum Not-to-Exceed basis in the amount of \$108,403.75 for Tasks 1 through 4, inclusive. Please reference the attached Proposed Man-hour Breakdown.

A contingency in the amount of \$10,000.00 shall be allocated for additional engineering services, which must be approved in writing by the City prior to AED undertaking any such additional services. If AED performs additional services without first obtaining the City's written approval, AED shall have been considered to waive any right or claim for compensation for the additional services. The use of contingency funds must be authorized by the City in writing.

#### **VI. Schedule**

AED shall prepare the Preliminary Plans within twelve (12) weeks after receipt of the Authorization to Proceed. Subsequent submittals will be prepared within six (6) weeks after receiving the City's review comments. Responses to permit entity commentary from SWFWMD or USACOE will be prepared within ninety (90) days of receipt of commentary.

**VII. Acceptance**

By signature, the parties accept the provisions of this proposal and authorize AED to proceed at the direction of the City's representative.

**Advanced Engineering & Design, Inc.**

**CITY OF LARGO**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

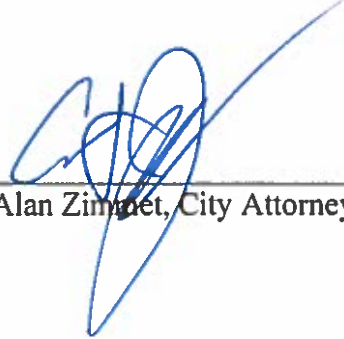
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(Printed Name with Title)

\_\_\_\_\_  
(Printed Name)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

REVIEWED AND APPROVED:

  
\_\_\_\_\_  
Alan Zimmet, City Attorney

# **Library Interlocal Agreement**

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

## RECITALS:

WHEREAS, Pinellas County and various municipalities entered into an Interlocal Agreement providing for the establishment of the Cooperative dated the 10th day of January 1989, which was subsequently amended and extended, and which was superseded by an Interlocal Agreement entered into on the 10th day of September 2001, which expired on September 30, 2013; and which was superseded by an Interlocal Agreement entered into on the 1<sup>st</sup> day of October, 2013, which expired on September 30, 2018; and which was superseded by an Interlocal Agreement entered into on the 1<sup>st</sup> day of October 2018, which expires on September 30, 2023; 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 ("Free Library Service" verified 2017), 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 Municipal Services Taxing Units with Libraries 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, 2018.

### **C. Term of Agreement:**

This Agreement will be in force for a period of five (5) years, ending September 30, 2023. The Agreement may be renewed for an additional period of five (5) years to September 30, 2028 with the mutual consent of the Parties.

## **II. DEFINITIONS:**

### **A. Articles of Incorporation:**

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

### **B. Board:**

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

### **C. Board of County Commissioners:**

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

D. By-Laws:

"By-Laws" as used in this Agreement refer to the By-Laws of the Pinellas Public Library Cooperative, Inc., approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative, as may be amended by the Board as needed.

E. Cooperative:

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

F. County:

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

G. Disbursement Formula:

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

H. Governmental Unit:

"Governmental Unit" as used in this Agreement refers to municipalities; Municipal Services Taxing Units (MSTU) with Libraries; a municipal consortium offering library services; and the County. Governmental Units which are parties to this Agreement are included within the definition of Governmental Unit and may also be delineated as "Members" of the Cooperative.

I. 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 be approved by the Board, which shall determine if the Library meets the basic standards set forth in the Policy on Admission, a copy of which is attached hereto and incorporated herein as Exhibit "A."

J. Library MSTU

"Library MSTU" shall mean the Pinellas County Library Services District municipal services taxing unit as established by Ordinance 1989-5, and codified at Pinellas County Code Section 78-2; and excludes any individual MSTU for library services subsequently established.

K. Local Support:

"Local Support" as used in this Agreement refers to the dollar amount of funds expended for allowable costs by each Member with a Library during the fiscal year for library operations. Funds received from the County for the support of a Library that exists wholly in the unincorporated area of Pinellas County (Library MSTU), excluding all monies received by such

Libraries from the Cooperative, shall be considered as additional local support for the Member Library for purposes of the application of the disbursement formula. Local Support shall be determined by adding the expenditures for Personnel Services (State of Florida Uniform Accounting System Manual for Florida Local Governments, Object Code 10), Operating Expenditures/Expenses (Object Code 30), and "Books, Publications, Subscriptions, and Memberships" (State of Florida Uniform Chart of Accounts Object Code 60, Sub-Object Code 66). All other expenditures not specifically listed above shall not be tabulated when determining the Local Support.

L. Member:

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

M. MSTU:

"Municipal Services Taxing Unit" as used in this agreement refers to unincorporated Pinellas County. The Pinellas County Board of County Commissioners serves as the local government for the MSTU. A portion of the County budget (MSTU) is paid by residents of the unincorporated area and is devoted to providing municipal services, such as public library services.

N. Reciprocal Borrower:

"Reciprocal Borrower" is a cardholder from cooperating Libraries which have reciprocal borrowing agreements with PPLC.

N. 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. Each Board member represents the interests of all Parties, including the County, the Cooperative, Members with and without Libraries, and patrons. Each Board member can envision the future of countywide library services. The Board of Directors shall consist of nine (9) voting members who shall be selected and appointed in

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

- a. Four members of the Board of Directors shall be the City Administrator of the City of St. Petersburg and the City Managers of Clearwater, Largo and Pinellas Park, or their senior management designees.
- b. Three members of the Board of Directors shall be county senior management employees, representing Pinellas County, who shall be appointed by the BCC upon the recommendation of the Pinellas County Administrator.
- c. Two members of the Board of Directors shall be appointed by the Board of County Commissioners and shall serve a term of three (3) years. Criteria for such appointment shall be as follows:

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

2. Terms. The Articles of Incorporation shall specify the term of office for Directors in conformance with Section III.B.1 above.
3. Officers. The Officers of the Cooperative shall be: Chair of the Board of Directors, Vice-Chair of the Board of Directors, and Secretary/Treasurer. The terms of office, election and duties of Officers shall be as specified in the By-laws.
4. Compensation. Directors and Officers shall not be paid a salary or wages but may be reimbursed for travel and per diem expenses on behalf of the Cooperative as approved by the Board, based on the PPLC Policies and Procedures Manual and in accordance with Section 112.061, Florida Statutes (“Per diem and travel expenses” verified 2017).

5. Meetings. The Board of Directors shall meet at least six (6) times each year. Meetings shall be conducted pursuant to the Sunshine Law, Chapter 286, Florida Statutes. The Chairperson or a simple majority of the Board may call emergency meetings. Such meetings shall require at least 24 hours' notice.
6. Duties. The duties of the Board of Directors shall include, but not be limited to:
  - a. Managing the affairs of the Cooperative;
  - b. Amending the Articles of Incorporation and the By-laws;
  - c. Establishing administrative policy for the operation of the Cooperative;
  - d. Receiving and disbursing funds from local, state and federal sources and entering into arrangements as appropriate in connection therewith, and receiving and disbursing funds from Members without Libraries participating in the Cooperative;
  - e. Investing the Cooperative funds;
  - f. Employing and directing an Executive Director;
  - g. Conducting open and public meetings, the time and place to be decided by the Board of Directors;
  - h. Establishing the operating budget for the Cooperative, which is subject to the review upon request of the BCC, and overseeing its execution, including approving expenditures for administration;
  - i. Advising the Parties and Members with respect to the budget, disbursements, extension and expansion of library services and other affairs of the Cooperative;
  - j. Submission of funding requirements in accordance with the provisions of Section V.C.
  - k. Developing, in collaboration with the Executive Director and Library directors of Members, the Long-Range Plan for the Cooperative to improve library services to residents of municipalities, library taxing districts, and unincorporated areas.
  - l. Review and approve the Annual Plan of Service.

C. Executive Director:

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



- a. Facilitating joint planning for coordination of library services among Members with Libraries and other Libraries within the County that participate in reciprocal borrowing and joint planning as recipients of State Aid to Libraries.
  - b. Maintaining information for and submitting applications on behalf of the Cooperative for available local, State, and Federal library funds with Board approval, and filing reports with the Division of Library and Information Services pursuant to Section 257.16, Florida Statutes (2000), as may be amended;
  - c. Preparing, in coordination with the library directors of Members, the annual operating and capital budgets of the Cooperative, and presenting the annual operating budget of the Cooperative to the Board and Members.
  - d. Developing, in collaboration with the library directors of Members, the Annual Plan of Service that shall include goals, objectives and activities, and the budget that will support library services for the year. This plan must clearly demonstrate that resources will be allocated in a way that serves the goal of access to library services throughout the area.
2. Qualifications. The Executive Director must have an American Library Association accredited Master's degree in Library Science (MLS), 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 (LDAC) made up of all library directors of Members, or their designees, will collaborate with the Executive Director in coordination, planning and other matters as appropriate. The Officers of the LDAC shall be: Chair, Vice-Chair, and Secretary. The terms of office, election, and duties of Officers shall be as specified in the LDAC By-laws. The By-laws of the LDAC 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 and represent the LDAC.

**The duties of the LDAC shall be as follows:**

1. Conduct open and public meetings, the time and place to be decided by the LDAC.
2. Collaborate with the Executive Director on the establishment and revision of the PPLC Public Service Policies for Member Libraries.

3. Review and provide recommendations in the preparation of the annual budget.
4. Advise the Board on Board meeting agenda items as needed.

E. Long-Range and Annual Plans of Service:

Each year an Annual Plan of Service and Budget shall be adopted by the Board of Directors. The Long-Range Plan must be updated every five years. The Plans will meet the requirements for participation in the State Aid to Libraries Program. The Executive Director will disseminate the Plans.

F. Reports:

The Executive Director will provide annual reports on the progress toward meeting the objectives of the Long-Range Plan and the Annual Plan of service. The reports will include audited statements of operating expenditures, capital expenditures, and reserve accounts. Annual reports will be presented to the Board, the Members, 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 individual 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. Members may withdraw pursuant to the provisions of Section VI.

B. Members With Libraries:

1. Admission. Governmental units applying for the first time for membership in the Pinellas Public Library Cooperative, Inc. must be approved by the Board which shall determine if the Library meets the statutory requirements and operational standards established in Exhibit "A": Policy on Admission.
2. Membership. Members with Libraries will adhere to the operational standards established in Exhibit "A": Policy on Admission, and comply with participation requirements as detailed in this section.
3. Noncompliance and Enforcement. Any Member with a Library that fails to

maintain the requirements established in the Policy on Admission or the Participation requirements, may be provided a Notice of Deficiency as follows:

- a. Subject to Board authorization, any Member with a Library that is found to be non-compliant may be issued a Notice of Deficiency effective upon the date of such Notice. A Member with a Library that has received a Notice of Deficiency will be granted a period not to exceed 12 months (as determined by the Board based on the nature of the deficiency) from the date of the Notice to achieve compliance with the requirements of Membership and to provide documentation of such compliance to the Board. Upon determination that the Member successfully demonstrated compliance with the requirements, the Board shall authorize a written Notice of Compliance to be provided to the Member.
  - b. A Member with a Library that has received a Notice of Deficiency and has failed to successfully demonstrate compliance within the prescribed time period will be considered to have withdrawn from the Cooperative. Such Member will comply with the requirements for withdrawal indicated in Section VI. B. of this Agreement.
4. Autonomy. Each Member with a Library shall continue to decide the level of library service for its community and shall prepare its own budget. Each Library shall remain autonomous and retain control of its operations and functions, i.e.:
- a. Trust funds, individual gifts or donations made to a Library shall remain the property of that Library.
  - b. All Library staff shall remain employees of the various Members with no loss in benefits.
  - c. Each Library shall remain the property of the Member in which it is located, and all maintenance and repairs shall be affected 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. 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, and non-fixed capital as provided for in the State of Florida Chart of Accounts. All other costs, including fixed capital items and debt expenses, are not allowable.

6. Materials and Services.

- a. Members with Libraries agree to allow all circulating materials (non-electronic formats) of existing Libraries to be freely available to cardholding residents of all participants in the Cooperative.
- b. Members with Libraries agree to allow all circulating materials (electronic formats) to be freely available to all cardholders of that specific Library regardless of cardholder's address.
- c. Reciprocal Borrowers may borrow circulating materials in non-electronic formats only.
- d. Within policies established by the Cooperative all reference and public programming services are equally available to the public.

7. Staff Development. All Members with Libraries will agree to have their Libraries closed on Columbus Day (or alternately designated day) each year, unless otherwise prohibited, for participation in an annual county-wide staff development day. Staff development day planning will be coordinated by PPLC staff in collaboration with Member Library directors and staff.

C. Members Without Libraries:

1. Basis for Funding:

The County, on behalf of the Library MSTU, and subject to the provisions and limitations in Section V.A. and any other Member without a Library, shall provide annual financial support to the Cooperative which, when calculated on a per capita (of population of such Member) basis for any year, shall be equivalent to the average per capita funding, excluding all monies received from the Cooperative, provided during the most recent preceding year by the Members having Libraries subject to the provision of, and limitations in, Section V.A., the funding shall be calculated as follows: The total expenditures, as adjusted for monies received from the Cooperative, of the Members from the prior year shall be divided by the total population of the Members to obtain the aggregate average per capita cost. For purposes of this subsection C, "funding" means the amount of Library expenditures

for any year as described in Section V.A. by a Member having a Library, and "population" means the number of residents residing in the Member governmental unit determined in accordance with Section V.B. Payments shall be made by the County and each Member without a Library of annual financial support due from it in four (4) quarterly payments of twenty-five percent (25%) each.

2. Underfunding:

If financial support paid to the Cooperative by a Member without a Library is less than the amount due under Section V, written notice shall be provided by PPLC, to such unit of the deficiency and all funds due under Section V shall be immediately due and payable as specified in Section VI.C. Such unit shall be deemed to have withdrawn from the Cooperative notwithstanding the provisions of Section VI.A or VI.C effective thirty (30) days following the receipt of written notice of deficiency unless payment of such deficiency is made within that thirty (30) day period.

**V. FUNDING MECHANISM:**

A. Fiscal Funding:

The County will provide an amount of annual financial support equal to the financial support provided by all Members with Libraries, calculated on a per capita basis for the previous year, excluding all monies received from the Cooperative, provided that the amount shall not exceed the ad valorem revenue, excluding statutory payments to the Tax Collector and Property Appraiser, generated by the millage rate levied by the County in support of Cooperative Library services. At no time shall the millage rate levied by the County in support of Cooperative Library services exceed 0.5 mill. The County shall submit the funds to the Cooperative in quarterly payments. The County shall notify the Cooperative of any changes to the population figures subject to the amount of annual per capita financial support for the new fiscal period prior to May 30 of each year.

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

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

The Cooperative shall advise each Member without a Library by June 1 of each year, of such unit's funding requirement for the next fiscal year, together with the calculations by which such funding requirement was determined and the backup information for such calculation, consisting of (i) average per capita locally funded library expenditures of Members with Libraries for the last completed year and (ii) appropriate population statistics. The expenditures shall be based on audited financial statements for such last completed year in accordance with budget line items identified in Section IV.B.5. The population statistics used to calculate such per capita expenditures shall be for such year and shall be from one of the following sources: the Bureau of Economics and Business Research of the University of Florida, the Pinellas County Planning Department, or the U.S. Census Bureau.

**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 ("Security for Public Deposits," verified 2017), as may be amended;
2. Complete and accurate records shall be kept of the receipts and disbursement of all funds of the Cooperative, subject to the PPLC adopted Record Retention and Document Destruction Policy, which will comply with Florida Department of State General Schedule for State and Local Government Agencies GS1-SL, Internal Revenue Code 501(c)(3), and all other applicable federal, state, and local law;
3. An annual audit of the Cooperative by an independent certified public accountant, to be paid for from the operating funds of the Cooperative, shall be made and filed annually with the Department of State;
4. The Cooperative shall abide by the terms and provisions of the laws of the State of Florida and the provisions of this Agreement and any other applicable Federal, State, or local laws, rules and regulations including the County's Investment Policy.

**D. Disbursement:**

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

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

2. The remaining funds shall be distributed to Members with Libraries in accordance with the disbursement formula, which is attached hereto and incorporated herein as Exhibit "B." This distribution is to be based on submittal of annual library operating costs with descriptive codes in accordance with the State of Florida Uniform Chart of Accounts. All funds collected from sources other than Members shall be allocated as determined by the Board. In no instance shall the total allocation to a Member Library exceed the amount of the Local Support. Funds received by the Cooperative shall be disbursed within a reasonable time after receipt. Payments to Member Libraries shall be made in quarterly disbursements. The Libraries shall use those funds for materials and operations of their Libraries. The disbursement formula may only be amended by the Board, with the approval of a simple majority of the Members with Libraries and the approval of the BCC.
3. State Aid funds and program grants received from the state shall be used in accordance with the provisions of applicable state law, Florida Statutes 257 ("Public Libraries and State Archives" verified 2017) and Florida Administrative Code 1B-2 ("Library Grant Programs" verified 2017).

## **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 Libraries:**

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; and
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; and

3. Repay to the Cooperative within sixty (60) days after withdrawal any then remaining unexpended and uncommitted funds received from the Cooperative;

C. Members Without a Library:

A Member without a Library that submits or receives a withdrawal notice shall pay all sums due for library services provided prior to the date of withdrawal pursuant to Sections IV and V prior to withdrawal.

**VII. TERMINATION OF AGREEMENT:**

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

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



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

Libraries applying for membership in the Pinellas Public Library Cooperative, Inc. must be approved by the Board, which shall determine if the Library meets the basic eligibility requirements outlined below:

1. The Library meets the Essential level of **Core Standards** defined in the Florida Public Library Standards (FLA, 2006 Revision, updated 2015 “Standards for Customer Focused Library Facilities” verified 2017).
2. The Library meets the Florida Public Library Standards (FLA 2006 Revision, updated 2015, verified 2017) for **Interconnectivity, Lending Services, Services-Resource Sharing and 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)] (long range plan statement, verified 2017).
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)] (joint planning statement, verified 2017).
7. The Library adapts its services to meet the needs of people with disabilities as required by the Americans with Disabilities Act and its attendant regulations.
8. The Library has established hiring practices that are in accordance with Equal Employment regulations.

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

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

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

1. The Library seeking admission to the Cooperative must provide documentation that it can meet the standards spelled out in the Policy on Admission.
2. The Library must submit a letter of request signed by its governing entity (city commission, Board of Directors, etc.) to the 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 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 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 by the Board.
7. Upon receipt of the final evaluation, the Board will have up to sixty (60) days in which to vote upon admission.
8. Following a positive vote, the Board will present the Library's governing entity with a copy of the Interlocal Agreement, which must be executed and returned, and an agreement form for the basic policies and procedures in effect for Member Libraries, including all public service policies such as patron registration, patron cards, materials circulation rules and others.
9. In order to be included in the subsequent year's funding allocations, the Procedures for Admission must be completed by March 31<sup>st</sup> in any given year.

## **EXHIBIT "B"** **Disbursement Formula**

**Base Allocations** Members with Libraries shall be 90% of the balance remaining after the adjustments stated in Section V.D.1 and V.D.2 of the Library Interlocal Agreement. Each Library's percentage of the total Local Support extended, as determined through the review of the Certified Annual Financial Reports (CAFR), shall then be determined and translated into dollar amounts. The percentage of the total Local Support extended shall be determined by dividing the sums expended locally by the total Local Support for all Members. As set forth in Section IV.B.5 of the agreement, the Local Support shall be determined by adding the expenditures for Personnel Services (State of Florida Uniform Accounting System Manual for Florida Local Governments, Object Code 10), Operating Expenditures/Expenses (Object Code 30), and books, publications, and library materials (State of Florida Uniform Chart of Accounts Object Code 60, Sub-Object Code 66). All other expenditures not specifically listed above shall not be tabulated when determining the Local Support. 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** Members with Libraries shall be 10% after the adjustments stated in Section V.D.1. and V.D.2. The dollars available for distribution include the balance remaining after the base allocation. The circulation pool allocation percentage shall be derived by taking non-resident (residents from unincorporated Pinellas County and other Member cities) circulation figures for each Library and dividing it by the total non-resident circulation for all Members.

**Total Allocations** Members with Libraries shall not exceed the amount of the Local Support.

Signature Page

City of Largo

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
Diane L. Bruner, City Clerk

Reviewed and Approved:

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

A handwritten signature in blue ink is written over the horizontal line for the City Attorney. The signature is stylized and appears to be the initials 'CJ' followed by a large, sweeping flourish that extends upwards and to the right.