

Original BOC Approved Oct. 13, 2021

**INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.**

**THIS INTERLOCAL AGREEMENT** is made and entered into this 1st day of October, 2021, by and between the Town of Redington Shores, the Town of North Redington Beach, the Town of Redington Beach, the City of Treasure Island and the City of Madeira Beach, all municipal corporations of the State of Florida (hereinafter referred to as the "Municipalities") for the continued funding of the Gulf Beaches Public Library, being operated by Gulf Beaches Public Library, Inc. (hereinafter referred to as the "Library").

**RECITALS**

**WHEREAS**, the Municipalities organized and created a non-profit corporation known as the Library under the laws of the State of Florida on September 11, 1969; and

**WHEREAS**, the Library's articles of incorporation provide that Library administer and conduct a public library for the promotion of education and entertainment for the citizens of the Municipalities and others desiring to use the Library; and

**WHEREAS**, the business affairs of the Library shall be managed by a Board of Trustees (the "Board"), who are appointed by the Municipalities; and

**WHEREAS**, the Municipalities desire that the Board amend the Library's articles of incorporation and bylaws to address several concerns of the Municipalities; and

**WHEREAS**, the Library's articles of incorporation provide that the articles of incorporation may be amended at any regular or special meeting called for such purpose by a majority vote of the members of the Board and ratified by each of the contributing Municipalities. Written notice of such meetings held for such purpose shall be given to each of the contributing Municipalities; and

**WHEREAS**, the Municipalities wish to urge the Library's Board to call for a regular or special meeting for the purpose of amending the Library's articles of incorporation as described in this Interlocal Agreement; and

**WHEREAS**, the Library's articles of incorporation provide that contributions for maintenance and support shall be fairly and equitably determined and shall be set forth in written agreement between the contributing Municipalities; and

**WHEREAS**, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, provides for the creation of agreements between governmental organizations; and

**WHEREAS**, on June 21, 2012, the Municipalities entered into an Interlocal Agreement for the Continued Funding of the Gulf Beaches Public Library ("2012 Interlocal"); and

**WHEREAS**, the Municipalities desire to amend and supersede the 2012 Interlocal with this Interlocal Agreement as of the effective date; and

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
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**WHEREAS**, the Library is an important cultural institution, the maintenance and continued funding of which benefits the tourists, residents of the Municipalities and the public at large.

**NOW, THEREFORE**, in fidelity to agreements each municipality entered into in creating the Library, in consideration of the mutual covenants herein contained and the benefits to be derived by the parties to this Interlocal Agreement and other good and valuable consideration hereby acknowledged, the Municipalities do agree as follows:

**SECTION 1 – PURPOSE.** This Interlocal Agreement establishes the manner for fairly and equitably determining the funding and financial support each municipality shall provide to the Library.

**SECTION 2 – TERM.** This Interlocal Agreement shall be for a term of five (5) years beginning October 1, 2021 and ending September 30, 2026, unless terminated as set forth in Section 4 below.

**SECTION 3 – RECOMMENDATIONS.** The Municipalities agree that they jointly desire and direct the Board to make the necessary changes to its articles of incorporation and bylaws to effectuate the following:

**Section 3.1.** The Municipalities agree that they will direct their Library Board appointees to have the Library's Board to create an annual proposed budget for its operation and sustainment by April 1st, for the next following fiscal year, which begins October 1 and ends September 30. The Library shall then determine the amount proposed to be due (hereinafter referred to as "proposed proportional share") from each municipality apportioned as to their populations using the most recent population data from the Bureau of Economic and Business Research of the University of Florida, or its successors. The annual proposed budget and the proposed proportional share shall be provided to the Municipalities no later than April 15<sup>th</sup>, for the upcoming fiscal year 2022-2023, for each municipality to consider and act upon by no later than July 31st. For each fiscal year thereafter, the annual proposed budget and proposed proportional share shall be provided to the Municipalities no later than April 15<sup>th</sup>, for the upcoming fiscal year, for each municipality to consider and act upon by no later than June 30th.

**Section 3.2.** Once the Municipalities accept their proposed proportional shares the Library will prepare an annual service agreement for each municipality which shall specify each municipality's proportional share for the upcoming fiscal year and deliver it to each municipality before August 31st.

**Section 3.3.** The Municipalities shall then consider the service agreements and accept or reject them prior to October 1st. If accepted, the service agreement becomes an annual financial obligation of the municipality with payments due to the Library quarterly during the fiscal year. The quarterly payments shall be made no later than October 1, January 1, April 1 and July 1.

#### **SECTION 4 – TERMINATION.**

**Section 4.1.** If any municipality rejects the service agreement or otherwise fails to fund or insufficiently funds the Library, then that municipality shall immediately notify the other Municipalities and the Library of that occurrence and this Interlocal Agreement shall terminate as it relates to said municipality at the end of the current fiscal year. Termination shall be without

penalty or expense to any other municipality for any time up until the date of termination of the terminating municipality. The terminating municipality shall remain liable for annual payments due pursuant to this Interlocal Agreement and its current service agreement.

**Section 4.2.** A municipality may, for any reason, terminate its inclusion in this Interlocal Agreement and therefore its membership in the Library, effective at the end of the current fiscal year, currently September 30, by providing advance written notice given by certified mail to the other Municipalities by June 30<sup>th</sup> of the current fiscal year. By terminating, the terminating municipality agrees that the municipality no longer will be a Trustee on the Board. Within 90 days from the date of the notice of termination, the Board shall meet to determine whether to dissolve the Library or appoint another board member and amend the Library's articles of incorporation and bylaws to reflect the change in the membership and voting trustees of the Board.

**Section 4.3.** If any municipality terminates its inclusion in this Interlocal Agreement and therefore its membership in the Library, then the residents of that municipality shall be considered non-resident and may lose library privileges which may include any interlibrary lending agreements the Library may be a party to. All items out on loan to the residents shall be immediately returned, a list of which will be given to the municipality. The municipality shall make every effort to cause the return of loaned items to the Library. The terminating municipality shall be responsible for working with Pinellas Public Library Cooperative directly to determine how library service will be provided to its residents.

**Section 4.4.** A terminating municipality may reinstate its participation in the Library upon approval of the Board and any necessary revisions to its article of incorporation and bylaws and the execution of a new interlocal agreement and service agreement identifying its annual financial responsibility, provided the remaining Municipalities agree.

**Section 4.5.** To the extent there is any inconsistency between this section 4 Termination provision and the Library's articles of incorporation and bylaws, the Municipalities agree and jointly direct the Board to make the necessary changes to its articles of incorporation and bylaws to be consistent with this Interlocal Agreement.

**SECTION 5 – REORGANIZATION OF GULF BEACHES PUBLIC LIBRARY, INC.** The Municipalities agree that it is necessary to demand changes to the corporate structure of Gulf Beaches Public Library, Inc. before any contributions are made beginning October 1, 2022. Those changes are:

That the Library shall revise the make-up of its Board as follows:

- a) The Board shall be reduced to five (5) voting members. These members shall consist of one (1) member from each of the Municipalities. It is the preference of the Municipalities that the member be an elected official of the municipality.
- b) That the Board have an alternate member from each municipality that would vote only when the municipality's member was absent.
- c) That the Board shall have one (1) non-voting ex-officio members consisting of the library director.

**Section 5.1. OTHER LIBRARY BOARD ACTIONS.** The Municipalities agree that the Library's Board should take the following actions:

- a) The Library maintain its current building footprint and not budget or expend Library monies toward expansion of the Library's building.
- b) The Library budget in the fiscal year 2021-2022 budget to use the Certificates of Deposit (approximately \$430,000), Chase Building Fund (approximately \$118,000), the Chase Money Market Account (approximately \$91,000) and the Chase Operating Account (approximately \$350,000) to immediately upgrade the Library's technology and to modernize the interior of the Library building.
- c) The Library adopt a policy directing undesignated fund balance reserves shall not exceed ten (10) percent of its total undesignated fund balance.

**SECTION 6 – DISSOLUTION.** In the event of the dissolution of Gulf Beaches Public Library, Inc., the Municipalities agree that the value of the remaining intangible assets of the Library, not otherwise governed by private agreement of a donor to the Library, should be returned to the Municipalities and the Pinellas Public Library Cooperative in proportion to the proportional share contributed in the fiscal year when the dissolution occurs. The building and land that the Library leased from the City of Madeira Beach shall remain the property of the City of Madeira Beach and shall not be distributed as an asset in dissolution. The Municipalities agree that the remaining tangible assets shall be offered for donation to the Pinellas Public Library Cooperative. If the Pinellas Public Library Cooperative opts not to accept any of the tangible assets, then the rejected tangible assets shall be sold, and the funds received distributed to the Municipalities and the Pinellas Public Library Cooperative in proportion to the proportional share contributed in the fiscal year when the dissolution occurs.

**SECTION 7 – AMENDMENTS.** Amendments to this Interlocal Agreement may be proposed by any municipality that is a party to this Interlocal Agreement but must be accepted by all of the Municipalities that are parties to this Interlocal Agreement before the beginning of a new fiscal year for such proposed amendments to take effect.

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**INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF  
THE GULF BEACHES PUBLIC LIBRARY, INC.**

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**For the TOWN OF REDINGTON SHORES:**

\_\_\_\_\_  
MaryBeth Henderson, Mayor

\_\_\_\_\_  
Mary Palmer, Clerk

\_\_\_\_\_  
James Denhardt, Attorney

**For the TOWN OF NORTH REDINGTON BEACH:**

\_\_\_\_\_  
William Queen, Mayor

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Mari Campbell, Clerk

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Jay Daigneault, Attorney


**For the TOWN OF REDINGTON BEACH:**


\_\_\_\_\_  
David Will, Mayor


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Melissa Clark, Clerk

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Jay Daigneault, Attorney

**For the CITY OF TREASURE ISLAND:**


  
\_\_\_\_\_  
Tyler Payne, Mayor

  
\_\_\_\_\_  
Ruth Nickerson, Clerk

  
\_\_\_\_\_  
Jennifer Cowan, Attorney

**For the CITY OF MADEIRA BEACH:**

  
\_\_\_\_\_  
John Hendricks, Mayor

  
\_\_\_\_\_  
Clara VanBlargan, Clerk

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

**For the Gulf Beaches Public Library:**

\_\_\_\_\_, Board of Trustees Chairman \_\_\_\_\_ Library Director \_\_\_\_\_, Attorney

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Mary Palmer, Clerk

  
James Donahut, Attorney  
Robert Eschenfelder

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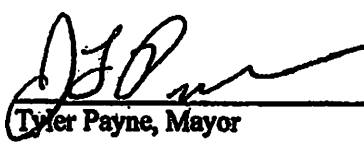
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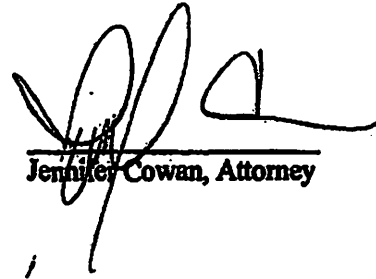
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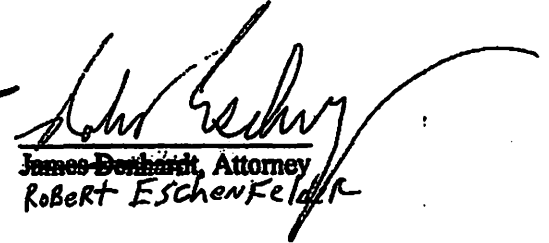
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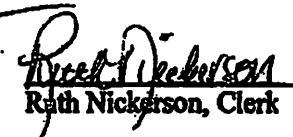
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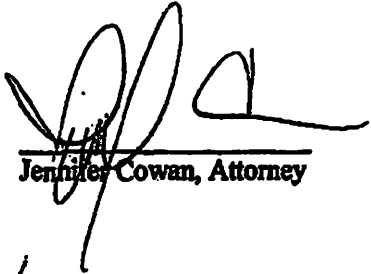
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Board of Trustees Chairman

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Library Director

\_\_\_\_\_  
Attorney

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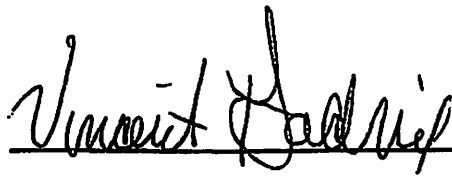
**INTERLOCAL AGREEMENT FOR CONTINUED FUNDING OF  
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**The Library Board and the Library Director have agreed to implement the AGREEMENT for the uses and purposes therein expressed on December 1, 2021.**

**For the Gulf Beaches Public Library, Inc.:**



**Richard L. Bennett, EdD  
Board of Trustees Chairman**



**Vince Gadrix  
Library Director**

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THOMAS J. TRASK, B.C.S.\*  
JAY DAIGNEAULT, B.C.S.\*  
ERICA F. AUGELLO, B.C.S.\*  
RANDY D. MORA, B.C.S.\*  
ROBERT ESCHENFELDER, B.C.S.\*  
NANCY S. MEYER  
DAVID E. PLATTE  
JEREMY SIMON

*\* Board Certified by the Florida Bar in  
City, County and Local Government Law*

April 14, 2021

Board of Commissioners of the  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

***Re: Gulf Beaches Public Library Interlocal Agreement***

Dear Mayor, Vice Mayor, and Commissioners:

As you are aware, the Towns of Redington Shores, North Redington Beach, Redington Beach, and the Cities of Treasure Island and Madeira Beach, have been engaged in the negotiation and drafting of a new interlocal agreement for the continued funding of the Gulf Beaches Public Library, Inc. The purpose of this letter is to address any potential conflicts of interest arising out of this law firm's representation of three parties to such interlocal agreement, the Town of Redington Beach, the Town of North Redington Beach, and the City of Madeira Beach.

**POTENTIAL CONFLICTS OF INTEREST**

In addition to representing the City of Madeira Beach, the Firm also represents two other parties to the proposed interlocal agreement. I have reviewed the applicability of Rule 4-1.7 of the Rules regulating The Florida Bar ("Rule 4-1.7"). Rule 4-1.7 prohibits the Firm from representing the City of Madeira Beach and the Town of Redington Beach and the Town of North Redington Beach if our exercise of independent professional judgment in the representation may be materially limited by the lawyer's responsibilities to another client, to a third person, or by the lawyer's own interest.

Rule 4-1.7 further directs that a lawyer shall not represent a client if representation of that client will be directly adverse to the interests of another client. This is the case unless: (i) the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to the relationship with the other client, and (ii) each client consents after consultation.

In the instant matter, I do not believe that the Firm's representation of the Town of Redington Beach and the Town of North Redington Beach will be materially limited by its responsibilities to the City of Madeira Beach, nor would the representation be limited by the Firm's own interests.

Nevertheless, in a dual representation situation, Rule 4-1.7 requires the parties to consent to such representation, after an explanation of the conflict. The explanation must include explanation of the implications of the common representation and the advantages and risks involved. This letter is intended to explain the potential conflict for this representation with respect to the proposed interlocal agreement. I therefore request your consent for the Firm to provide representation to the City of Madeira Beach and the Town of Redington Beach and the Town of North Redington Beach in this matter.

If additional facts are discovered during the course of the Firm's representation which causes my assessment to change in a manner where I do not believe that the Firm can represent the City of Madeira Beach and the Towns of Redington Beach and North Redington Beach simultaneously, the Firm will withdraw from representing the City of Madeira Beach or the other Towns and may request that you consent to the Firm's continued representation of the City of Madeira Beach or the other Towns in this matter, as compelled by the nature of such facts.

The City of Madeira Beach has the right to obtain alternative counsel of its choice if it does not consent to this Firm acting as its counsel in this matter.

I appreciate the opportunity to clarify further the potential conflicts of interest with dual representation. If you agree to continue with this Firm as counsel in this matter and the waiver of conflicts meets with your approval, please execute this document and return it to me.

Sincerely,

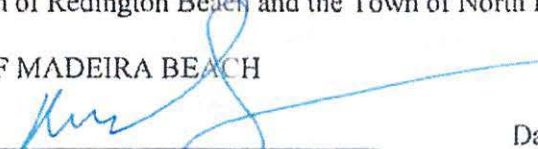
TRASK DAIGNEAULT, LLP



Thomas J. Trask, Esquire

I, the undersigned, hereby accept representation by Trask Daigneault, LLP as outlined above and hereby consent and waive any conflicts of interest by virtue of Trask Daigneault, LLP's dual representation of the other municipalities and agree that if a conflict of interest should arise, I hereby consent to Trask Daigneault, LLP's continued representation of the City of Madeira Beach, the Town of Redington Beach and the Town of North Redington Beach.

CITY OF MADEIRA BEACH

By:   
Print Name: Robert Daniels  
Title: City Manager

Dated: 5/72/2021