

THIS INTERLOCAL AGREEMENT FOR RECIPROCAL BORROWING is entered into this 8th day of February A.D. 1999 by and between the Governing Board of the New River Public Library Cooperative, a special independent district of the State of Florida for library services for Baker, Bradford, and Union Counties, FL, hereinafter referred to as New River Public Library Cooperative, and Nassau County, a political subdivision of the State of Florida and governing authority for the Nassau County Public Library, hereafter referred to as Nassau County.

WITNESSETH:

For in consideration of the covenants and agreements herein contained on the part of New River Public Library Cooperative and Nassau County to be performed and the benefits to flow to each of the parties hereto and the persons represented by them, New River Public Library Cooperative and Nassau County hereby agree as follows:

Article 1. Definitions. For the purpose of this Agreement, the following definitions shall apply:

1.1 Non-resident Borrower Fee. A fee required for a non-resident of the appropriate County to receive library service in that county.

1.2 Registered Borrower. Any member of the public who has registered to use the libraries at New River Public Library Cooperative or the Nassau County Public Library.

1.3 Resident Borrower. A resident of Baker, Bradford, Union Counties Public Library or the Nassau County Public Library.

Article 2. Purpose

2.1 This agreement is hereby entered into to permit residents of Baker, Bradford and Union Counties to be registered borrowers of the Nassau County Public Library without payment of a non-resident borrower fee and to permit residents of Nassau County to be registered borrowers of the Baker, Bradford and Union County Public Libraries without payment of a non-resident borrower fee.

2.2 This agreement is designed particularly to facilitate library access to the most conveniently located facility for residents of the northern side of Baker and Bradford County and for residents of the western side of Nassau County where traffic patterns for the public do not follow county lines and other residents as may apply.

Article 3. General Provisions

3.1 The terms of this agreement shall commence on February 8, 1999 and shall remain in effect until terminated by either party pursuant to Article 6 of this agreement.

3.2 New River Public Library Cooperative shall keep statistics on the number of registered borrower who are Nassau County residents and report these statistics to the Nassau County Public Library for the fiscal year by October 15th. Nassau County Public Library shall keep statistics on the number of registered borrower who are Baker, Bradford and Union County residents and report these statistics to the New River Public Library Cooperative for the fiscal year by October 15th.

Article 4. Methodology.

4.1 A resident of Baker, Bradford or Union County may go to any branch or bookmobile of the Nassau County Public Library and with proof of residency register for a Nassau County borrowers card. Nassau County will register residents of Baker, Bradford and Union County for a period of one year, commencing on the date of registration.

4.2 A resident of Nassau County may go to any branch or bookmobile of the Baker, Bradford or Union County Public Library and with proof of residency register for a Baker, Bradford or Union County borrowers card. Nassau County will register residents of Baker, Bradford and Union County for a period of one year, commencing on the date of registration.

Article 5. Title to Property.

5.1 Materials borrowed from the Nassau County Library are and shall at all times remain the sole property of Nassau County and the New River Public Library Cooperative shall have no right, title or use of such materials.

5.2 The Nassau County Public Library is solely responsible for securing return of materials borrowed by any New River Public Library Cooperative County resident to a branch or bookmobile of the Nassau County Public Library.

5.3 Any fines or fees levied by the Nassau County Public Library shall be charged to New River Public Library Cooperative residents in the same manner as they are charged to Nassau County residents. It is the sole responsibility of the Nassau County Public Library to collect such fines or fees.

5.4 Materials borrowed from the Baker, Bradford and Union County Public Libraries are and shall at all times remain the sole property of Baker, Bradford and Union County Public Libraries and the Nassau County Public Library shall have no right, title or use of such materials.

5.5 The New River Public Library Cooperative is solely responsible for securing return of materials borrowed by any Nassau County resident. Nassau County residents must return borrowed materials to a branch or bookmobile of the New River Public Library Cooperative.

5.6 Any fines or fees levied by the New River Public Library Cooperative shall be charged to Nassau County residents in the same manner as they are charged to New River Public Library Cooperative residents. It is the sole responsibility of the New River Public Library Cooperative to collect such fines or fees.

Article 6. Termination.

If either party wishes to terminate this agreement for any reason, they may do so with a written thirty-(30) day notice, prior to termination, to the other party.

Article 7. Assignment of Contract.

Each party to this contract shall not assign in whole or in part any right or privilege connected with this contract or monies due or to become due under the terms of this contract without the written consent of the other party.

Article 8. The Law Governing Contract.

The Law of Florida shall govern the interpretation of this contract. Pursuant to Section 163.01 (110, Florida Statutes, this Interlocal Agreement shall become effective upon filing the same with the Clerk of Courts in Nassau County and Union County as host county to the New River Public Library Cooperative.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

11 day of March, 1999.

GOVERNING BOARD OF THE
NEW RIVER PUBLIC LIBRARY COOPERATIVE

BY *Richard Anderson* Chairman

ATTEST

Regina H. Parrish
Clerk of Courts
Union County, FL

GOVERNING BOARD OF THE
NASSAU COUNTY PUBLIC LIBRARY

BY *J. H. Cooper* Chairman

ATTEST

Approved as to Form by
the Nassau County Attorney

J. M. Oxley, Jr.
J. M. "Chip" Oxley, Jr.
Clerk of Courts
Nassau County, FL

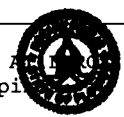
Michael S. Mullin
Michael S. Mullin

STATE OF FLORIDA
COUNTY OF NASSAU

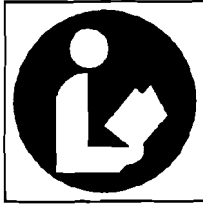
The foregoing instrument was acknowledged before me this 8th day of February, 1999, by J. M. "Chip" Oxley, Jr., and J.H. Cooper, the Ex-Officio Clerk to the Board and the Chairman of the Nassau County Board of County Commissioners, respectively. They are personally known to me and did not take an oath.

Margie J. Armstrong

Print Name: _____
NOTARY PUBLIC,
STATE OF FLORIDA
My Commission Expires _____



MARGIE J. ARMSTRONG
Notary Public, State of Florida
My Comm. expires Nov. 5, 1999
Comm. No. CC 503215



NEW RIVER PUBLIC LIBRARY COOPERATIVE
Serving Baker, Bradford, and Union Counties, FL
103 N. Lake Ave. Lake Butler, FL 32054
904/496-2526 904/496-3394fax

16 March 1999

TO: Chip Oxley
Dawn Bostwick
Nassau County

FROM: Ginny Bird *Ginny Bird*

RE: Reciprocal borrowing

Last week the Governing Board of the New River Public Library Cooperative approved the reciprocal borrowing agreement between the member libraries in the Cooperative and Nassau County. Enclosed is a copy of the completed, signed agreement.

Thank you for your help with this agreement. I am certain that it will benefit the residents of all counties involved.