

Interlocal Agreement
For Reciprocal Library And/Or Borrowing Privileges
Between St. Johns County and
Nassau County Public Library System
(Insert Governmental Entity)

THIS INTERLOCAL RECIPROCAL LIBRARY BORROWING AGREEMENT (Agreement), made this 31st day of August 2008 by and between St. Johns County, Florida, (County), a political subdivision of the State of Florida, and Nassau County Public Library System (Governmental Entity).

WHEREAS, both the County, and the Governmental Entity desire to enter into an agreement whereby residents from both the County and the Governmental Entity may enjoy reciprocal Library and/or borrowing privileges; and

WHEREAS, this Agreement establishes the terms, provisions, conditions, requirements, and obligations of both the County, and the Governmental Entity, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, Section 163.01, Florida Statutes (2007) authorizes the County, and the Governmental Entity to enter into this Agreement.

NOW, THEREFORE, in consideration of the above, and based on the covenants contained herein, it is agreed by, and between the County, and the City, as follows:

Recitals of Fact. The above recitals are hereby incorporated into the body of this Agreement, and are adopted as Findings of Fact.

Definitions. For purposes of this Agreement, the following definitions shall apply:

Governmental Entity means, depending on the context of the sentence, either St. Johns County, or the specified County, City, or established Governmental Agency authorized to provide library services for one or more Counties and/or Cities within the State of Florida, specifically including a Multi-County/City Library Cooperative or Regional Library Authority/Commission/Board.

Non-resident Borrower Fee means a fee or charge required for a non-resident of the appropriate Governmental Entity to receive library services in that Governmental Entity.

Registered Borrower means any member of the public who has registered to use the St. Johns County Public Library System, or the Library System of the Governmental Entity.

Resident Borrower means a resident of St. Johns County is a Resident Borrower of the St. Johns County Public Library System, and a resident of the Governmental Entity is a Resident Borrower of the Library System of the Governmental Entity.

Purpose. This Agreement is hereby entered into, in order to permit residents of St. Johns County to be Registered Borrowers of the Governmental Entity Library System, without payment of a Non-Resident Borrower Fee. St. Johns County currently permits residents of the Governmental Entity to be Registered Borrowers of the St. Johns County Public Library System without payment of a Non-Resident Borrower Fee.

This Agreement is designed particularly to facilitate library access to the most conveniently located library facility for residents of the Governmental Entity, and for residents of St. Johns County where traffic patterns for the public do not follow County lines.

General Provisions. The term of this Agreement shall commence on the effective date, as noted elsewhere in this Agreement, and shall remain in effect until terminated by either party, as noted elsewhere in this Agreement.

Methodology. A Governmental Entity resident may go to any branch of the St. Johns County Library system, and with proof of residency, register in accordance with all borrower policies and procedures for the St. Johns County Public Library System borrowers card.

A St. Johns County resident may go to any branch of the Governmental Entity Library System, and with proof of residency, register in accordance with all borrower registration policies and procedures for the Government Entity Library System borrowers card.

Title to Property. Materials borrowed from the St. Johns County Public Library remain the sole property of the St. Johns County Public County Library System, and the Governmental Entity Library System shall have no right, title or use of such materials.

The St. Johns County Public Library System is solely responsible for securing the return of materials borrowed by any resident of the Governmental Entity. Residents of the Governmental Entity must return borrowed materials to a branch, or any library service outlet of the St. Johns County Public Library System.

Any fines or fees levied by the St. Johns County Public Library System shall be charged to residents of the Governmental Entity in the same manner as are charged to St. Johns County residents. It is the sole responsibility of the St. Johns County Public Library System to collect such fines and fees.

Materials borrowed from the Governmental Entity Library System are, and shall, at all times remain the sole property of the Governmental Entity Library System, and the St. Johns County Public Library System shall no right, title or use of such materials.

The Governmental Entity Library System is solely responsible for securing the return of materials borrowed by any St. Johns County resident. St. Johns County residents must return borrowed materials to a branch, or any library service outlet (including a bookmobile) of the Governmental Entity Library System.

Any fines or fees levied by the Governmental Entity Library System shall be charged to St. Johns County residents in the same manner as they are charged to Governmental Entity residents. It is the sole responsibility of the Governmental Entity Library System to collect such fines and fees.

Borrowers from both the St. Johns County Public Library System and the Governmental Entity Library System shall adhere to regulations, guidelines and library rules imposed by St. Johns County and the Governmental Entity with respect to the separate facilities and library branch locations of St. Johns County, and the Governmental Entity.

Termination. If either St. Johns County or the Governmental Entity wishes to terminate this **Agreement** for any reason, then St. Johns County or the Governmental Entity may do so by providing written notice to the other party, at least thirty (30) days prior the effective date of such termination.

Assignment. Neither St. Johns County, nor the Governmental Entity shall assign in whole, or in part, any right or privilege connected with this **Agreement**.

Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this **Agreement**, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this **Agreement**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Duration. Unless terminated sooner, as provided herein, this Agreement shall commence on the Effective Date of this Agreement, and shall continue thereafter until, and through, (insert date).

Access to Records. The access to, disclosure of, non-disclosure of, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

No Third party Beneficiaries. Both the County and the Governmental Entity explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

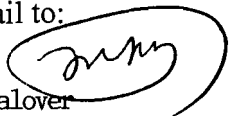
Effect of Failure to Insist on Strict Compliance with Provisions/Conditions. The failure of either the County or the Governmental Entity to insist upon strict performance of any term, condition, provision, and/or requirement of this Agreement, shall be construed as a waiver of insisting upon strict performance of any term, condition, and/or requirement on any subsequent occasion.

Notices. All notices and other correspondence to the County shall be delivered, either by hand (receipt of delivery is necessary), or by US Mail to:

County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

All notices and other corresponded to the Governmental Entity shall be delivered, either by hand (receipt of delivery is necessary), or by US Mail to:

~~25 N. 4th Street~~
~~Fernandina Beach, Florida 32034~~


Edward L. Sealover
County Coordinator
96160 Nassau Place
Yulee, Florida 32097


Filing of Agreement. This Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County. If required, by law, it shall be filed with the Clerk of the Governmental Entity.

Effective Date. The Effective Date will be the latter of the following two dates—either (insert date), or the date that this Agreement is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

ST. JOHNS COUNTY, FLORIDA

ATTEST:
CHERYL STRICKLAND, CLERK


BY: 
County Administrator


Deputy Clerk


Approved as to Form


Deputy County Attorney

GOVERNMENTAL ENTITY

BY: 
Title
Marianne Marshall, Chair

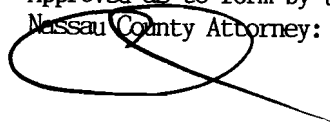
ATTEST: (If Applicable)


Title John A. Crawford *8/9/10/13/08*
Ex-Officio Clerk

WITNESS: (If Applicable)

WITNESS: (If Applicable)

Approved as to form by the
Nassau County Attorney:


David Hallman

RESOLUTION 2008 - 228

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT FOR RECIPROCAL BORROWING PRIVILEGES WITH OTHER FLORIDA COUNTY LIBRARY SYSTEMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE EACH PROSPECTIVE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, as of October 1, 2008, the St. Johns County Public Library System will offer free library cards to St. Johns County residents only; and

WHEREAS, a Library Card is required to obtain full access to all St. Johns County Public Library System materials and services: and

WHEREAS, non-resident fees for Library Cards will apply to all non-St. Johns County residents unless residing in a County which offers reciprocal Library Card privileges; and


WHEREAS, the St. Johns County Public Library System wishes to foster statewide library access by encouraging reciprocal borrowing and library card privileges between library systems;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

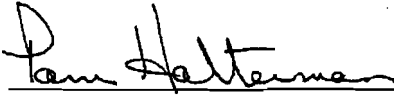
1. The above recitals are hereby adopted as findings of fact.
2. The Board approves the terms, provisions, conditions, and requirements of an Agreement (attached hereto, and incorporated herein, as an Exhibit) for reciprocal borrowing privileges with other Florida county library systems.
3. That the St. Johns County Public Library System will offer free library cards and the services available through library card possession to all St. Johns County residents and to all Florida county library systems wishing to enter into reciprocal borrowing arrangements.
4. The County Administrator or his designee is authorized to execute reciprocal borrowing agreements (in substantially the same form to the attached Agreement that has been approved as a result of this Resolution) with those Florida county library systems interested in offering free library card privileges to St. Johns County residents.
5. The County Administrator or his designee is authorized to execute reciprocal borrowing agreements (in substantially the same form to the attached Agreement that has been approved as a result of this Resolution) with those Florida county library systems listed in the attached Exhibit.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 19th day of August, 2008.

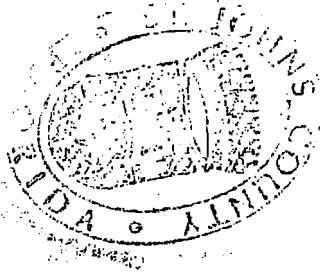
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Thomas Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

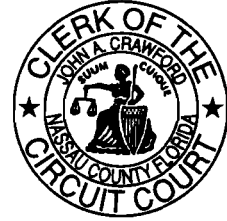
By: 
Deputy Clerk

RENDITION DATE 8/25/08





John A. Crawford
Clerk of the Circuit Court
Nassau County



October 20, 2008

Cheryl Strickland, Clerk
St. Johns County Board of County Commissioners
4020 Lewis Speedway
St. Augustine, Florida 32084

RE: Interlocal Agreement for Reciprocal Library and/or
Borrowing Privileges between St. Johns and Nassau
County Public Library Systems

Dear Ms. Strickland:

During a regular session of the Nassau County Board of County Commissioners held October 13, 2008, the board approved and authorized the Chair to sign the referenced agreement. A certified copy of the document is enclosed for your records.

If I can be of any service to you, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Crawford".

John A. Crawford
Ex-Officio Clerk

Enclosure