

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

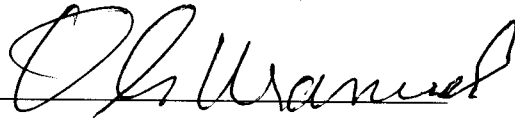
WHEREAS, the St. Johns County Public Library System wishes to foster statewide library access by encouraging reciprocal borrowing and library card privileges between library systems;

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

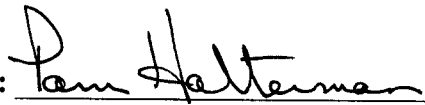
1. The above recitals are hereby adopted as findings of fact.
2. The Board approves the terms, provisions, conditions, and requirements of an Agreement (attached hereto, and incorporated herein, as an Exhibit) for reciprocal borrowing privileges with other Florida county library systems.
3. That the 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



**Interlocal Agreement
For Reciprocal Library And/Or Borrowing Privileges
Between St. Johns County and**

THIS INTERLOCAL RECIPROCAL LIBRARY BORROWING AGREEMENT (Agreement), made this _____ day of August 2008 by and between St. Johns County, Florida, (County), a political subdivision of the State of Florida, and _____(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:

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 _____, 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

ATTEST: (If Applicable)

BY: _____
Title

Title

WITNESS: (If Applicable)

WITNESS: (If Applicable)

EXHIBIT
FLORIDA COUNTY LIBRARIES
INTERESTED IN RECIPROCAL BORROWING
(as of August 11, 2008)

Alachua County Library District
Brevard County Library Services Department
Clay County Library System
Flagler County Public Library
Franklin County Public Library
Levy County Public Library System
Nassau County Public Library System
New River Public Library Cooperative (Baker, Bradford, and Union county libraries)
Putnam County Library System
Santa Rosa County Library System
Suwannee River Regional Library (Hamilton, Madison, and Suwannee county libraries)
Southwest Florida Library Network (Charlotte, Collier, Desoto, Hendry, Lee and Monroe county libraries)
Taylor County Public Library
Three Rivers Regional Library System (Dixie, Gilchrist, and Lafayette county libraries)
Wilderness Coast Public Bookmobile

EXHIBIT
FLORIDA COUNTY LIBRARIES
INTERESTED IN RECIPROCAL BORROWING
(as of August 11, 2008)

- ✓ Alachua County Library District
- ✓ Brevard County Library Services Department
- ✓ Clay County Library System
- ✓ Flagler County Public Library
- ✓ Franklin County Public Library
- ✓ Levy County Public Library System
- ✓ Nassau County Public Library System
- ✓ New River Public Library Cooperative (Baker, Bradford, and Union county libraries)
- ✓ Putnam County Library System
- ✓ Santa Rosa County Library System
- ✓ Suwannee River Regional Library (Hamilton, Madison, and Suwannee county libraries)
- ✓ Southwest Florida Library Network (Charlotte, Collier, Desoto, Hendry, Lee and Monroe county libraries)
- ✗ Taylor County Public Library
- ✓ Three Rivers Regional Library System (Dixie, Gilchrist, and Lafayette county libraries)
- ✓ Wilderness Coast Public Bookmobile

declined

*Lake County
Palm Beach County
St. Lucie County
Volusia County
Jacksonville
Levy County
Martin County
Taylor County
Suwannee River
Wilderness Coast
Santa Rosa County
New River
Nassau County*

*Franklin County
Flagler County*



St. Johns County Public Library System - Florida

LIBRARY: Lake County Library System

CONTACT PERSON NAME: Wendy Breeden

LIBRARY ADDRESS: 2401 Woodlea Rd., Tavares, 32778

We would like to provide reciprocal borrowing privileges with St. Johns County Public Library:

YES _____

NOT at THIS TIME

WE HAVE A STATEWIDE CARD so no agreement is necessary: _____

(over)



St. Johns County Public Library System - Florida

v

LIBRARY: Palm Beach County Library System

CONTACT PERSON NAME: John J. Callahan III

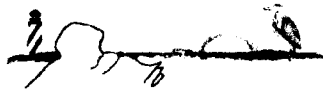
LIBRARY ADDRESS: 3630 Summit Blvd.
West Palm Beach FL 33406-4198

We would like to provide reciprocal borrowing privileges with St. Johns County Public Library:

YES _____

NOT at THIS TIME

WE HAVE A STATEWIDE CARD so no agreement is necessary: _____



St. Johns County Public Library System - Florida

✓

LIBRARY: St. Lucie County Library System

CONTACT PERSON NAME: Morley Middleton, Public Services

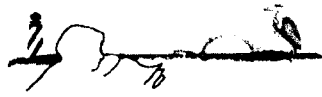
LIBRARY ADDRESS: 1010 Lady Lane
Fort Pierce, FL 34951

We would like to provide reciprocal borrowing privileges with St. Johns County Public Library:

YES _____

NOT at THIS TIME ✓

WE HAVE A STATEWIDE CARD so no agreement is necessary: _____



St. Johns County Public Library System - Florida

LIBRARY: Volusia County Public Library

CONTACT PERSON NAME: Lucinda Collee

LIBRARY ADDRESS: _____

1290 Indian Lake Rd.

Daytona Beach, FL 32124

We would like to provide reciprocal borrowing privileges with St. Johns County Public Library:

YES _____

NOT at THIS TIME

WE HAVE A STATEWIDE CARD so no agreement is necessary: _____

**JACKSONVILLE
PUBLIC LIBRARY**

Barbara A.B. Gubbin
Director

June 19, 2008

Ms. Debra Rhodes Gibson
Library System Director
St. Johns County Public Library System
6670 U.S. 1 South
St. Augustine, FL 32086

Dear Ms. ~~Gibson~~: *Debra*

Thank you for informing me about the change in the St. Johns County Library System policy regarding service to non-resident library card holders.

Our Library Board of Trustees read and considered the offer made in your May 19, 2008, letter and has decided not to change JPL's policy regarding out-of-county residents obtaining JPL cards. We will continue to charge a fee with a limited number of exceptions.

We appreciate the opportunity to work with you in the past and hope to work with you and the St. Johns County Library System in other ways in the future.

Sincerely,

Barbara Gubbin: -

Barbara A. B. Gubbin
Library Director

Sghd. c cds Gibson St Johns Co
Library Director 6 17 08

C: William E. Scheu, Esq.
Chair, Library Board of Trustees
Mark S. Wood, Vice Chair, Library Board of Trustees

Start Here. Go Anywhere.

Debra Rhodes Gibson

From: Williams, Carolyn [CSHEHEE@coj.net]
Sent: Monday, September 22, 2008 6:00 PM
To: Debra Rhodes Gibson
Subject: FW: St. John's County Users

Debra, the information you've requested is below. If you need further info do not hesitate to contact us.

Carolyn Shehee Williams
Deputy Director
Jacksonville Public Library
303 North Laura Street
Jacksonville, Florida 32202
ph. (904) 630-1636
fax (904) 630-1343

-----Original Message-----

From: Jacobson, Lynn
Sent: Monday, September 22, 2008 3:50 PM
To: Williams, Carolyn
Subject: St. John's County Users

Carolyn,

We count 5,612 St. John's County residents registered in our system. Of those 728 were active between 8/1/2007 and 8/31/2008.

Lynn

LEVY COUNTY PUBLIC LIBRARY SYSTEM

612 E. Hathaway Ave.

PO Box 1210

Bronson, FL 32621

Phone: 352-486-5552 Fax: 352-486-5553

September 18, 2008

Debra Rhodes Gibson
6670 US 1 South
Saint Augustine, FL 32086

Dear Debra,

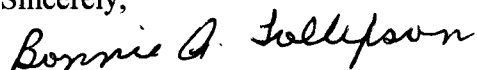
I was a little startled to receive your letter the other day regarding reciprocal borrowing between St. Johns County and Levy County libraries. I thought I had understood that the card I had signed and returned to you would be the only document necessary.

The agreement you sent would have to go to the County Attorney for approval and then to the Board of County Commissioners for signature. I can hear the County Attorney in my head, "The Library System has no legal standing in the state of Florida, therefore it cannot enter into agreements." The agreement would have to be with the Levy County Board of County Commissioners.

Since we currently have no borrowers wishing to take advantage of the arrangement, I do not believe it is worth your time, or my time, to change the agreement and then submit it to the approval processes in both counties. Therefore, let us drop the possibility of reciprocal borrowing, for now.

If you have any questions, don't hesitate to contact me at btollefson@neflin.org or call 352-486-5552.

Sincerely,



Bonnie A Tollefson
Library Director
Levy County Public Library System



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34996

July 9, 2008

Telephone: (772) 221-1410
Fax: (772) 219-4959
Email: dtunsoy@martin.fl.us

DOUG SMITH
Commissioner, District 1

SUSAN L. VALLIERE
Commissioner, District 2

LEE WEBERMAN
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

MICHAEL DITERLIZZI
Commissioner, District 5

DUNCAN BALLANTYNE
County Administrator

STEPHEN FRY
County Attorney

Debra Rhodes Gibson
Library System Director
St. Johns County Board of County Commissioners
6670 US 1 South
Saint Augustine, Florida 32086

Dear Ms. Rhodes,

We are in receipt of your letter inquiring about our interest in sharing reciprocal card privileges between the Martin County Library System and the St. Johns County Library System.

As you are aware, Martin County is implementing severe budget cuts, as are all other counties in the State of Florida including St. Johns County. Due to the economic conditions and our current and future budget constraints, we regret to advise you that we are suspending reciprocal agreements with library systems in our neighboring counties.

We hope that we can revisit reciprocal library services in the future once we reach a more stable fiscal environment.

Sincerely,

Donna Tunsoy

Library Director

DT:fma

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>



Putnam County Library System

HEADQUARTERS
Palatka Public Library
601 College Road
Palatka FL 32177
386-329-0126

Stephen J. Crowley
Director of Libraries

January 8, 2008

Debra Gibson, Director
St. John's County Public Library
6670 US 1 S
St. Augustine, Fl. 32086

Dear Debra,

Per the terms of our reciprocal borrowing agreement, we are able to report that 153 St. John's County residents held borrowers cards with Putnam County Library System as of January 8, 2008. Please let me know if you have any questions.

Sincerely,

Stephen J. Crowley
Director

mjs/SC

BOSTWICK LIBRARY
125 Tillman St.
PO Box 489
Bostwick FL 32007
386-326-2750

CRESCENT CITY LIBRARY
610 N Summit
Crescent City FL 32112-2148
386-698-2600

INTERLACHEN LIBRARY
133 N SR 315
PO Box 260
Interlachen FL 32148-0260
386-684-1600

MELROSE LIBRARY
312 Wynwood Ave
PO Box 1048
Melrose FL 32666-1048
352-475-1237



public library

March 28, 2008

Debra Rhodes Gibson,
Library System Director
St. John's County
6670 US 1 South
Saint Augustine, FL 32086

Dear Ms. Gibson:

I have received your letter dated May 21, 2008, regarding the reciprocal borrowing arrangement which you highlight in your letter.

Unfortunately, we are in much the same situation that you are with regard to issuing reciprocal borrowing privileges with other Counties. In addition, we are in the situation where a large number of individuals who live in Alabama wish to use the libraries in Escambia County. Many of these individuals move to Alabama to avoid the relatively larger property taxes in Florida. Yet, they still expect to use the facilities which are much superior in Florida than they are in Alabama. Since we are the farthest county to the west in Florida, we are surrounded by Counties to the west and north which are part of the State of Alabama.

Also, we are in a situation with the neighboring County of Santa Rosa which has recently drastically reduced their hours. This has led to a high demand to use the libraries here in Escambia on Saturdays and other times which will cause a severe drain on our resources. Like you, we are going through a period of greatly reduced funding and services and those items we must reserve for our own taxpayers.

Because of these two items, I do not feel that we are in a position to open a "Pandora's box" of reciprocal borrowing. Should we be in a position where neighboring counties would be in a position to match our expenditures, we might certainly consider reciprocal borrowing. However, given the Alabama problems and the Santa Rosa problem, we are not in a position to consider it at this time.

Sincerely,

A handwritten signature in cursive script that reads "Gene Fischer". The signature is written in black ink and is positioned above the typed name.

Gene Fischer
Director