

RESOLUTION NO. 2024 - 267

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE ST JOHNS COUNTY LIBRARY SYSTEM'S UPDATED INTERLOCAL AGREEMENT EXTENDING RECIPROCAL BORROWING PRIVILEGES BETWEEN THE LIBRARY SYSTEM AND OTHER PARTICIPATING FLORIDA COUNTY LIBRARY SYSTEMS.

RECITALS

WHEREAS, the St. Johns County Public Library System strives to provide the highest quality programs and services to the citizens of St. Johns County; and

WHEREAS, the St Johns Public Library System strives to provide superior customer service to all library patrons; and

WHEREAS, the St Johns Public Library System wishes to extend reciprocal borrowing privileges without charge to residents of other Florida municipalities Library service areas; and

WHEREAS, this updated agreement replaces the current Interlocal Agreement to reflect the St. Johns County Public Library System's current Reciprocal Borrowing policies.

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 legislative findings of fact.
2. The Board of County Commissioners approves the Exhibits and the Interlocal Agreement on Reciprocal Borrowing Privileges.
3. To the extent that there are typographical, and/or administrative, errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.
4. This Resolution shall be effective on the date of execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 18th day of June, 2024.

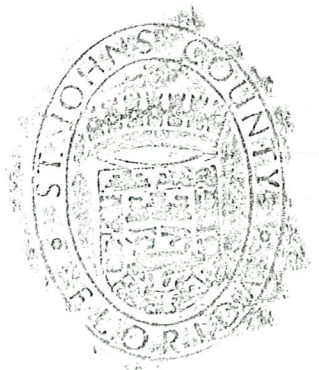
Rendition Date JUN 21 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Sarah Arnold, Chair

ATTEST: BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

Brandon J. Patty Deputy Clerk



By:

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

(Insert Governmental Entity)

THE INTERLOCAL RECIPROCAL LIBRARY BORROWING AGREEMENT (Agreement), made this ____ day of _____ 2024 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 **Government Entity**, in order to accomplish the goals and objectives, set forth; and

WHEREAS, Section 163.01, Florida Statutes (2023) authorizes the **County**, and the **Government 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 **Governmental Entity**, 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 the Governmental Entity.

Reciprocal Borrowing for purposes of the State Aid to Libraries Grant Program means that all public libraries within a county that receive Operating Grants extend borrowing privileges without charge to residents of each other's service areas. Borrowing privileges must apply to all materials that are available to be borrowed by residents of the library service area receiving an Operating Grant. The reciprocal borrowing requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid. Excluded from free library privileges for reciprocal library card holders are Premium E-Content access and access to Library of Things resources.

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 Nonresident 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 Governmental 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 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 have 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 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 of 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 to 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 required), or by US Mail to:

**County Administrator
500 San Sebastian View
St. Augustine, FL 32084**

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

**Governmental Entity Administrator
Address Line 1
City, FL Zip Code**

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**.

ATTEST:

Brandon J Patty
Clerk of the Circuit Court & Comptroller

Joy Andrews
County Administrator

Approved as to Form

Lex Taylor
Deputy County Attorney

ATTEST (If Applicable):

Name, Title
Governmental Entity

Name, Title
Governmental Entity

WITNESS (If Applicable):

WITNESS (If Applicable):

Name
Title

Name
Title