

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Contract for Reciprocal Borrowing with Lake County Library System

DEPARTMENT: Library & Leisure Services **DIVISION:** Library Services

AUTHORIZED BY: [Signature] **CONTACT:** J. Suzy Goldman **EXT.** 7490

Agenda Date <u>2/25/03</u>	Regular <input checked="" type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Interlocal Agreement for Reciprocal Borrowing between Lake County Library System and Seminole County.

BACKGROUND:

The agreement allows Seminole County residents “walk-in” services at all Lake County Library System facilities. Lake County residents will be offered the same services at all Seminole County libraries.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>RLLS01</u>



January 28, 2003

J. Suzy Goldman
Library & Leisure Services Director
Seminole County Board of County Commissioners
1101 E. 1st Street
Sanford, FL 32771

Dear Ms. *Suzy* Goldman:

Enclosed are two originals of the Interlocal Agreement for Reciprocal Library Borrowing Between Seminole County Library System and Lake County and copies of approved agreements with the governing boards of each of our Member Libraries. The agreement was approved by the Lake County Board of County Commissioners on January 7, 2003. Once the agreement is approved signed by the Seminole County Board of County Commissioners, please return one fully executed original to my attention.

I look forward to working with you to expand library services to the residents of Seminole and Lake Counties.

Sincerely,

Wendy R. Breeden
Library Services Director

Enclosure
WRB/cls



• DISTRICT ONE
• Jennifer Hill

• DISTRICT TWO
• Robert A. Pool

• DISTRICT THREE
• Debbie Stivender

• DISTRICT FOUR
• Catherine C. Hanson

• DISTRICT FIVE
• Welton G. Cadwell

INTERLOCAL AGREEMENT FOR RECIPROCAL BORROWING BETWEEN
LAKE COUNTY LIBRARY SYSTEM
AND SEMINOLE COUNTY LIBRARY SYSTEM

This Interlocal Agreement, hereafter referred to as the "Agreement", for reciprocal borrowing is by and between SEMINOLE COUNTY, a political subdivision of the State of Florida and governing authority of the Seminole County Public Library System, by and through its Board of County Commissioners, hereinafter referred to as "SEMINOLE COUNTY."

and

LAKE COUNTY, a political subdivision of the State of Florida and governing authority of the Lake County Library System, by and through its Board of County Commissioners, hereinafter referred to as "LAKE COUNTY"

WITNESSETH:

For and in consideration of the covenants and agreements herein contained on the part of Lake County and Seminole County to be performed and the benefits to flow to each of the parties hereto and the persons represented by them, Lake County and Seminole County hereby agree under the authority granted in Section 163.01, Florida Statutes 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 from a Non-Resident Borrower by the appropriate taxing district to receive library services in that district.

1.2. Non-Resident Borrower. A registered borrower other than a Resident Borrower to whom borrowing privileges are granted by either SEMINOLE COUNTY or LAKE COUNTY pursuant to this Agreement.

1.3 Registered Borrower. Any member of the public who has registered to use SEMINOLE COUNTY's library system or LAKE COUNTY's library system.

1.4. Resident Borrower. A resident borrower of the Seminole County Library System is a resident of Seminole County. A resident borrower of the Lake County Library System is a resident of Lake County.

1.5 Lake County Library System. A public library cooperative made up of the LAKE COUNTY Library Services Division unit and six (6) member libraries which, through their local governing bodies, have entered into an Interlocal Agreement with LAKE COUNTY to provide free library service to residents of Lake County.

Article 2. Purpose.

2.1 This Agreement is hereby entered into to permit Registered Borrowers of SEMINOLE COUNTY to become Registered Borrowers of LAKE COUNTY's library system without payment of a Non-Resident Borrower Fee and to permit Registered Borrowers of LAKE COUNTY to become Registered Borrowers of SEMINOLE COUNTY's library system without payment of a Non-Resident Borrower Fee.

2.2 This Agreement is designed to enhance and facilitate library services in the Central Florida area. It is recognized that many residents of the area are employed in either Lake County or in Seminole County, but reside in neighboring

counties. The location of political boundaries and mobility of Central Florida residents have led to the realization that library users are better served through the sharing of resources among library systems. Traditionally, this sharing of resources has been accomplished through interlibrary loans of materials but still required borrower to go to libraries in areas based on their resident address. Reciprocal borrowing extends the same borrowing privilege directly to users by allowing them to visit neighboring libraries which may be more accessible based upon proximity to neighboring counties, work location and commuting patterns.

Article 3. General Provisions.

3.1 The term of this Agreement shall commence on the date on which the last of the parties signs this Agreement and shall continue for an initial period of two (2) years with automatic renewal for subsequent one (1) year terms thereafter unless terminated earlier by either party in accordance with Article 7.

3.2 The only services to be provided to Resident Borrowers of the other party are the lending of materials over the counter at one of the libraries of each party. No lending services by computer or mail will be offered by either party under this Agreement to the Resident Borrowers of the other party.

3.3 Each party to this Agreement shall bear its own costs in performing under the terms of this Agreement, including administrative costs, overhead costs, and salaries of its employees. For LAKE COUNTY, costs will be absorbed as part of the operating costs of the Lake County Library System and its member libraries. For SEMINOLE COUNTY, costs will be absorbed by the Seminole County Department of Library and Leisure Services.

Article 4. Methodology.

4.1 A Seminole County Resident Borrower may go to any library of LAKE COUNTY's library system and, with a valid library card from SEMINOLE COUNTY, register for a library card from LAKE COUNTY. LAKE COUNTY will register Resident Borrowers from SEMINOLE COUNTY for a one (1) year period commencing on the date of registration.

4.2 A Resident Borrower from LAKE COUNTY may go to any library of SEMINOLE COUNTY's library system and, with a valid library card issued by LAKE COUNTY, register for a SEMINOLE COUNTY library card. SEMINOLE COUNTY will register Resident Borrowers from LAKE COUNTY for a one (1) year period, commencing on the date of registration.

4.3 A current list of each party's libraries and the address and telephone number of each is attached hereto and incorporated herein as Exhibit A. This Agreement will automatically be extended to any additional libraries that become part of SEMINOLE COUNTY's library system or LAKE COUNTY's library system during the term of the Agreement.

Article 5. Title to Property, Return of Property, and Fines/User Fees.

5.1 Materials borrowed from LAKE COUNTY are and shall at all times remain the sole property of LAKE COUNTY, and SEMINOLE COUNTY shall have no rights, titles or use of such materials other than as provided hereunder.

5.2 For LAKE COUNTY, each member or branch library is solely responsible for securing the return of its materials borrowed by any Non-Resident

Borrower. Non-Resident Borrowers shall be instructed by LAKE COUNTY lending libraries to return borrowed materials to any library of LAKE COUNTY's library system.

5.3 Any fines or user fees levied by LAKE COUNTY shall be charged to Non-Resident Borrowers in the same manner as they are charged to LAKE COUNTY Resident Borrowers. It is the sole responsibility of LAKE COUNTY to collect any such fines and fees in accordance with LAKE COUNTY Policy LCC-8.

5.4 Materials borrowed from SEMINOLE COUNTY are and shall at all times remain the sole property of SEMINOLE COUNTY, and LAKE COUNTY shall have no right, title or use of such materials other than as provided hereunder.

5.5 SEMINOLE COUNTY is solely responsible for securing the return of its materials borrowed by any Non-Resident Borrower. Non-Resident Borrowers shall be instructed by the lending libraries in SEMINOLE COUNTY to return borrowed materials to any library of SEMINOLE COUNTY's library system.

5.6 Any fines or user fees levied by SEMINOLE COUNTY shall be charged to Non-Resident Borrowers in the same manner as they are charged to SEMINOLE COUNTY Resident Borrowers. It is the sole responsibility of SEMINOLE COUNTY to collect such fines and fees.

Article 6. Cooperation or Misplaced Materials.

Libraries within SEMINOLE COUNTY and LAKE COUNTY shall cooperate with each other in the implementation of this Agreement by establishing regular exchanges of materials mistakenly returned to the wrong library system.

Article 7. Termination.

7.1 If either party wishes to terminate this Agreement for any reason, they may do so with a ninety (90) day prior written notice to the other party. Each party shall honor the outstanding library cards issued to Non-Resident Borrowers until the end of the term of each such card. Thereafter, the cards of Non-Resident Borrowers shall not be renewed.

7.2 Upon notification of intent to terminate by either party, each party shall send out written notification to its Non-Resident Borrowers notifying each of the fact that all reciprocal borrowing privileges with the notifying library system will be terminated on the expiration date of each such Non-Resident Borrower's card.

7.3 Upon termination of this Agreement, the parties agree to continue regular exchanges of materials until all materials have been returned to the host library.

Article 8. Notice:

All notices, or other writings shall be made or sent in writing and addressed as follows:

SEMINOLE COUNTY

County Manager
1101 E. First St.
Sanford, FL 32771

cc: Library Director

LAKE COUNTY

County Manager
PO BOX 7800
315 West Main Street
Tavares, FL 32778-7800

cc: Library Services Director

Article 9. Assignment of Contract.

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

Article 10. The Law Governing Contract.

The Law of Florida shall govern the interpretation of this Agreement.

This Agreement shall be binding upon the parties as of the date the last of the parties signs below.

The remainder of this page has been left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: SEMINOLE COUNTY through its Board of County Commissioners, signing by and through its Chairman/Vice Chairman, authorized to execute same by Board action on the _____ day of _____, 2002, and LAKE COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 7th day of January, 2003.

ATTEST:

SEMINOLE COUNTY

SEMINOLE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Maryanne Morse
Clerk of the Board of
County Commissioners of
Seminole County, Florida

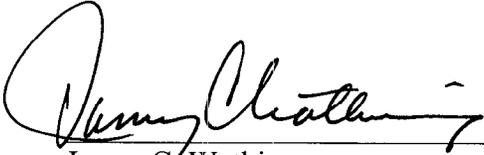
Daryl McLain, Chairman

This _____ day of _____,
2003.

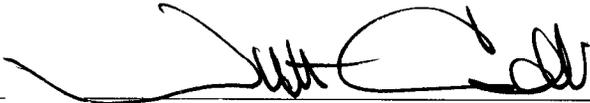
ATTEST:

LAKE COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



James C. Watkins
Clerk of the Board of
County Commissioners of
Lake County, Florida



Welton G. Cadwell, Chair

This 24th day of January,
2003.

Approved as to form & legality:



Melanie N. Marsh
Assistant County Attorney

EXHIBIT A

Seminole County Public Library System

Central Branch Library
215 N. Oxford Road
Casselberry, FL 32707
407/339-4000

East Branch Library
310 Division Street
Oviedo, FL 32765
407/366-8150

North Branch Library
150 N. Palmetto Avenue
Sanford, FL 32771
407/322-2182

Northwest Branch Library
580 Greenway Blvd.
Lake Mary, FL 32746
407/321-2419

West Branch Library
245 Hunt Club Blvd., N.
Longwood, FL 32779
407/862-2282

EXHIBIT A (continued)

Lake County Library System

Member Libraries

W.T. Bland Public Library
1995 North Donnelly Street
Mount Dora, Florida 32757-4838
Tel. 352-735-7180

Leesburg Public Library
204 N. 5th Street
Leesburg, FL 34748
Tel. 352-728-9790

Fruitland Park Library
205 W. Berckman Street
Fruitland Park, Florida 34731-3223
Tel. 352-360-6561

Tavares Public Library
314 N. New Hampshire Avenue
Tavares, Florida 32778-3099
Tel. 352-742-6204

Lady Lake Public Library
225 West Guava
Lady Lake, Florida 32159-4351
Tel. 352-753-2957

Umatilla Public Library
412 Hatfield Drive
Umatilla, Florida 32784-8913
Tel. 352-669-3284

Branch Libraries

Astor County Library
54905 Alco Road
Astor, FL 32102
Tel. 352-759-9913

East Lake County Library
31340 C.R. 437 South
Sorrento, FL 32776
Tel. 352-383-9980

Citrus Ridge County Library
Summerbay Shopping Center
17445 U.S. Hwy. 192, Suite 18
Clermont, Florida 34711
Tel. 352-243-1840

Marion Baysinger Memorial
County Library
756 W. Broad St.
Groveland, Florida 34736
Tel. 352-429-5840

Cooper Memorial Library
620 Montrose Street
Clermont, FL 34711-2166
Tel. 352-394 4265

Paisley County Library
24954 CR 42
Paisley, FL 32767
Tel. 352-669-1001

**SIXTH AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
CITY OF TAVARES
RELATING TO PROVISION OF LIBRARY SERVICES**

This is a Sixth Amendment between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "County", through its Board of County Commissioners;

And

The City of Tavares, a municipal corporation located in Lake County, Florida, its successors and assigns, hereinafter referred to as "Municipality", through its City Council.

WHEREAS, on or about September 15, 2001, County and Municipality entered into an interlocal agreement relating to provision of library services ("Agreement"); and,

WHEREAS, County is considering entering into a reciprocal borrowing agreement with Seminole County Library System, Florida, a copy of which is attached hereto as Exhibit "A," and referred to herein as the "Borrowing Agreement," whereby the two counties would extend borrowing privileges directly to users by allowing them to visit neighboring libraries which may be more accessible based upon proximity to neighboring counties, work location or commuting patterns; and,

WHEREAS, County will be bound as a party to the Borrowing Agreement to perform its obligations thereunder, however, the Borrowing Agreement also requires Municipality to perform certain obligations as a part of the Lake County Library System, thus, the cooperation and commitment of the Municipality is necessary; and,

WHEREAS, County and Municipality agree that it will benefit the citizens of Lake County to enter into the Borrowing Agreement with Seminole County Library System and believe it is mutually beneficial and in the public interest to amend the Agreement to provide that the Municipality will be bound by the terms, conditions and obligations of the Borrowing Agreement as it pertains to the Municipality;

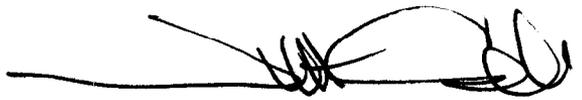
NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein, including Exhibit "A," attached hereto and made a part hereof.
2. Borrowing Agreement. County and Municipality each agree that if County enters into the Borrowing Agreement with Seminole County Library System, each shall perform their respective obligations as set forth in the Borrowing Agreement attached hereto as Exhibit "A."

3. Original Agreement. All terms and conditions of the original Agreement as amended between County and Municipality shall remain intact unless specifically modified herein.

IN WITNESS WHEREOF, The parties hereto have made and executed this Sixth Amendment on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its chairman, authorized to execute same by Board action on the 7th day of January, 2003, and Municipality through its City Council, signing by and through its Mayor, duly authorized to execute same by Council action on the 22nd day of November, 2002.

COUNTY



Welton G. Cadwell, Chairman

This 13th day of January, 2003.

ATTEST:



James C. Watkins, Clerk of the Board of County Commissioners

Approved as to form and legality:



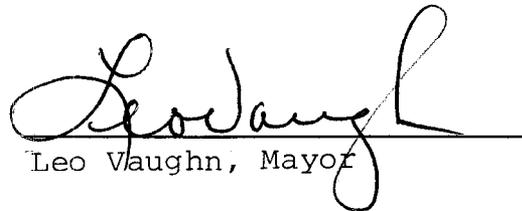
Sanford A. Minkoff
County Attorney

MUNICIPALITY

ATTEST:



Dorothy Keedy, City Administrator



Leo Vaughn, Mayor

This 22nd day of November, 2002.

**SECOND AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
CITY OF LEESBURG
RELATING TO PROVISION OF LIBRARY SERVICES**

This is a Second Amendment between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "County", through its Board of County Commissioners;

And

The City of Leesburg, a municipal corporation located in Lake County, Florida, its successors and assigns, hereinafter referred to as "Municipality", through its City Commission.

WHEREAS, on or about October 1, 2002, County and Municipality entered into an interlocal agreement relating to provision of library services ("Agreement"); and,

WHEREAS, County is considering entering into a reciprocal borrowing agreement with Seminole County Library System, Florida, a copy of which is attached hereto as Exhibit "A," and referred to herein as the "Borrowing Agreement," whereby the two counties would extend borrowing privileges directly to users by allowing them to visit neighboring libraries which may be more accessible based upon proximity to neighboring counties, work location or commuting patterns; and,

WHEREAS, County will be bound as a party to the Borrowing Agreement to perform its obligations thereunder, however, the Borrowing Agreement also requires Municipality to perform certain obligations as a part of the Lake County Library System, thus, the cooperation and commitment of the Municipality is necessary; and,

WHEREAS, County and Municipality agree that it will benefit the citizens of Lake County to enter into the Borrowing Agreement with Seminole County Library System and believe it is mutually beneficial and in the public interest to amend the Agreement to provide that the Municipality will be bound by the terms, conditions and obligations of the Borrowing Agreement as it pertains to the Municipality;

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein, including Exhibit "A," attached hereto and made a part hereof.
2. Borrowing Agreement. County and Municipality each agree that if County enters into the Borrowing Agreement with Seminole County Library System, each shall perform their respective obligations as set forth in the Borrowing Agreement attached hereto as Exhibit "A."

3. Original Agreement. All terms and conditions of the original Agreement as amended between County and Municipality shall remain intact unless specifically modified herein.

IN WITNESS WHEREOF, The parties hereto have made and executed this Second Amendment on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its chairman, authorized to execute same by Board action on the 7th day of January, 2003, and Municipality through its City Commission, signing by and through its Mayor, duly authorized to execute same by Commission action on the 25 day of November, 2002.

COUNTY



Welton G. Cadwell, Chairman

This 13th day of January 2003.

ATTEST:



James C. Watkins, Clerk of the Board of County Commissioners

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

MUNICIPALITY

ATTEST:



This 25 day of November, 2002.

**SEVENTH AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
CITY OF UMATILLA
RELATING TO PROVISION OF LIBRARY SERVICES**

This is a Seventh Amendment between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "County", through its Board of County Commissioners;

And

The City of Umatilla, a municipal corporation located in Lake County, Florida, its successors and assigns, hereinafter referred to as "Municipality", through its City Council.

WHEREAS, on or about September 15, 2001, County and Municipality entered into an interlocal agreement relating to provision of library services ("Agreement"); and,

WHEREAS, County is considering entering into a reciprocal borrowing agreement with Seminole County Library System, Florida, a copy of which is attached hereto as Exhibit "A," and referred to herein as the "Borrowing Agreement," whereby the two counties would extend borrowing privileges directly to users by allowing them to visit neighboring libraries which may be more accessible based upon proximity to neighboring counties, work location or commuting patterns; and,

WHEREAS, County will be bound as a party to the Borrowing Agreement to perform its obligations thereunder, however, the Borrowing Agreement also requires Municipality to perform certain obligations as a part of the Lake County Library System, thus, the cooperation and commitment of the Municipality is necessary; and,

WHEREAS, County and Municipality agree that it will benefit the citizens of Lake County to enter into the Borrowing Agreement with Seminole County Library System and believe it is mutually beneficial and in the public interest to amend the Agreement to provide that the Municipality will be bound by the terms, conditions and obligations of the Borrowing Agreement as it pertains to the Municipality;

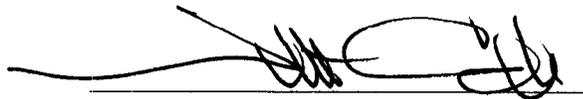
NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein, including Exhibit "A," attached hereto and made a part hereof.
2. Borrowing Agreement. County and Municipality each agree that if County enters into the Borrowing Agreement with Seminole County Library System, each shall perform their respective obligations as set forth in the Borrowing Agreement attached hereto as Exhibit "A."

3. Original Agreement. All terms and conditions of the original Agreement as amended between County and Municipality shall remain intact unless specifically modified herein.

IN WITNESS WHEREOF, The parties hereto have made and executed this Seventh Amendment on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its chairman, authorized to execute same by Board action on the 7th day of January, 2003, and Municipality through its City Council, signing by and through its Mayor, duly authorized to execute same by Council action on the 19th day of November, 2002.

COUNTY



Welton G. Cadwell, Chairman

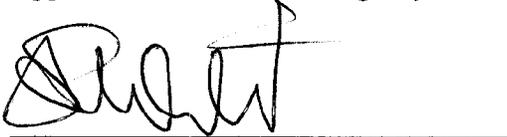
This 13th day of January, 2003.

ATTEST:



James C. Watkins, Clerk of the Board of County Commissioners

Approved as to form and legality:



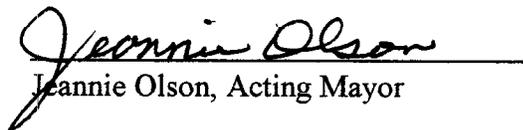
Sanford A. Minkoff
County Attorney

MUNICIPALITY

ATTEST:



Tim Scobie, City Administrator



This 19 day of November, 2002.

**SEVENTH AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
CITY OF FRUITLAND PARK
RELATING TO PROVISION OF LIBRARY SERVICES**

This is a Seventh Amendment between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "County", through its Board of County Commissioners;

And

The City of Fruitland park, a municipal corporation located in Lake County, Florida, its successors and assigns, hereinafter referred to as "Municipality", through its City Commission.

WHEREAS, on or about September 15, 2001, County and Municipality entered into an interlocal agreement relating to provision of library services ("Agreement"); and,

WHEREAS, County is considering entering into a reciprocal borrowing agreement with Seminole County Library System, Florida, a copy of which is attached hereto as Exhibit "A," and referred to herein as the "Borrowing Agreement," whereby the two counties would extend borrowing privileges directly to users by allowing them to visit neighboring libraries which may be more accessible based upon proximity to neighboring counties, work location or commuting patterns; and,

WHEREAS, County will be bound as a party to the Borrowing Agreement to perform its obligations thereunder, however, the Borrowing Agreement also requires Municipality to perform certain obligations as a part of the Lake County Library System, thus, the cooperation and commitment of the Municipality is necessary; and,

WHEREAS, County and Municipality agree that it will benefit the citizens of Lake County to enter into the Borrowing Agreement with Seminole County Library System and believe it is mutually beneficial and in the public interest to amend the Agreement to provide that the Municipality will be bound by the terms, conditions and obligations of the Borrowing Agreement as it pertains to the Municipality;

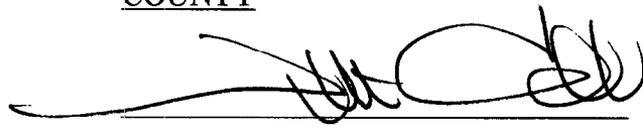
NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein, including Exhibit "A," attached hereto and made a part hereof.
2. Borrowing Agreement. County and Municipality each agree that if County enters into the Borrowing Agreement with Seminole County Library System, each shall perform their respective obligations as set forth in the Borrowing Agreement attached hereto as Exhibit "A."

3. Original Agreement. All terms and conditions of the original Agreement as amended between County and Municipality shall remain intact unless specifically modified herein.

IN WITNESS WHEREOF, The parties hereto have made and executed this Seventh Amendment on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its chairman, authorized to execute same by Board action on the 7th day of January, 2003, and Municipality through its City Commission, signing by and through its Mayor, duly authorized to execute same by Commission action on the 12th day of December, 2002.

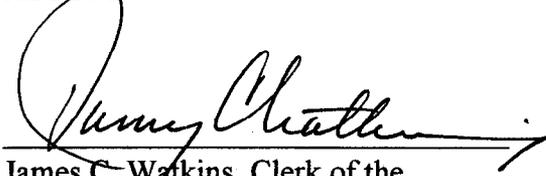
COUNTY



Welton G. Cadwell, Chairman

This 13th day of January 2003.

ATTEST:



James C. Watkins, Clerk of the Board of County Commissioners

Approved as to form and legality:

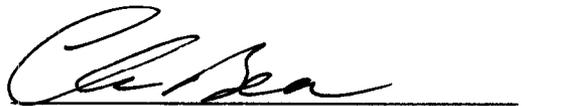


Sanford A. Minkoff
County Attorney

MUNICIPALITY

ATTEST:

Linda S. Rodrick, City Manager
Marge Strausbaugh, City Clerk



William R. White, Mayor
Chris Bell, Vice Mayor

This 12th day of December 2002.

**SEVENTH AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
TOWN OF LADY LAKE
RELATING TO PROVISION OF LIBRARY SERVICES**

This is a Seventh Amendment between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "County", through its Board of County Commissioners;

And

The Town of Lady Lake, a municipal corporation located in Lake County, Florida, its successors and assigns, hereinafter referred to as "Municipality", through its Town Council.

WHEREAS, on or about September 15, 2001, County and Municipality entered into an interlocal agreement relating to provision of library services ("Agreement"); and,

WHEREAS, County is considering entering into a reciprocal borrowing agreement with Seminole County Library System, Florida, a copy of which is attached hereto as Exhibit "A," and referred to herein as the "Borrowing Agreement," whereby the two counties would extend borrowing privileges directly to users by allowing them to visit neighboring libraries which may be more accessible based upon proximity to neighboring counties, work location or commuting patterns; and,

WHEREAS, County will be bound as a party to the Borrowing Agreement to perform its obligations thereunder, however, the Borrowing Agreement also requires Municipality to perform certain obligations as a part of the Lake County Library System, thus, the cooperation and commitment of the Municipality is necessary; and,

WHEREAS, County and Municipality agree that it will benefit the citizens of Lake County to enter into the Borrowing Agreement with Seminole County Library System and believe it is mutually beneficial and in the public interest to amend the Agreement to provide that the Municipality will be bound by the terms, conditions and obligations of the Borrowing Agreement as it pertains to the Municipality;

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein, including Exhibit "A," attached hereto and made a part hereof.
2. Borrowing Agreement. County and Municipality each agree that if County enters into the Borrowing Agreement with Seminole County Library System, each shall perform their respective obligations as set forth in the Borrowing Agreement attached hereto as Exhibit "A."

3. Original Agreement. All terms and conditions of the original Agreement as amended between County and Municipality shall remain intact unless specifically modified herein.

IN WITNESS WHEREOF, The parties hereto have made and executed this Seventh Amendment on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its chairman, authorized to execute same by Board action on the 7th day of January, 2003, and Municipality through its Town Council, signing by and through its Mayor, duly authorized to execute same by Council action on the 18th day of November, 2002.

COUNTY



Welton G. Cadwell, Chairman

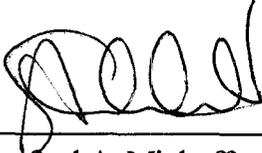
This 13th day of January, 2003.

ATTEST:



James C. Watkins, Clerk of the Board of County Commissioners

Approved as to form and legality:



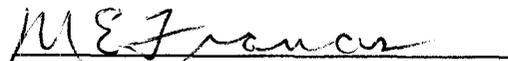
Sanford A. Minkoff
County Attorney

MUNICIPALITY

ATTEST:



James Coleman, Town Manager



This 18 day of November, 2002.

**SIXTH AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
CITY OF MOUNT DORA
RELATING TO PROVISION OF LIBRARY SERVICES**

This is a Sixth Amendment between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "County", through its Board of County Commissioners;

And

The City of Mount Dora, a municipal corporation located in Lake County, Florida, its successors and assigns, hereinafter referred to as "Municipality", through its City Council.

WHEREAS, on or about September 15, 2001, County and Municipality entered into an interlocal agreement relating to provision of library services ("Agreement"); and,

WHEREAS, County is considering entering into a reciprocal borrowing agreement with Seminole County Library System, Florida, a copy of which is attached hereto as Exhibit "A," and referred to herein as the "Borrowing Agreement," whereby the two counties would extend borrowing privileges directly to users by allowing them to visit neighboring libraries which may be more accessible based upon proximity to neighboring counties, work location or commuting patterns; and,

WHEREAS, County will be bound as a party to the Borrowing Agreement to perform its obligations thereunder, however, the Borrowing Agreement also requires Municipality to perform certain obligations as a part of the Lake County Library System, thus, the cooperation and commitment of the Municipality is necessary; and,

WHEREAS, County and Municipality agree that it will benefit the citizens of Lake County to enter into the Borrowing Agreement with Seminole County Library System and believe it is mutually beneficial and in the public interest to amend the Agreement to provide that the Municipality will be bound by the terms, conditions and obligations of the Borrowing Agreement as it pertains to the Municipality;

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein, including Exhibit "A," attached hereto and made a part hereof.
2. Borrowing Agreement. County and Municipality each agree that if County enters into the Borrowing Agreement with Seminole County Library System, each shall perform their respective obligations as set forth in the Borrowing Agreement attached hereto as Exhibit "A."

3. Original Agreement. All terms and conditions of the original Agreement as amended between County and Municipality shall remain intact unless specifically modified herein.

IN WITNESS WHEREOF, The parties hereto have made and executed this Sixth Amendment on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its chairman, authorized to execute same by Board action on the 7th day of January, 2003, and Municipality through its City Council, signing by and through its Mayor, duly authorized to execute same by Council action on the 17th day of December, 2002.

COUNTY



Welton G. Cadwell, Chairman

This 13th day of January 2003.

ATTEST:



James C. Watkins, Clerk of the Board of County Commissioners

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

MUNICIPALITY

ATTEST:



Bernice Brinson, City Manager



James Yatsuk, Mayor

This 17th day of December 2002.