



MEMORANDUM

Agenda Item No. 8(L)(1)(A)

TO: Honorable Chairperson
Barbara Carey-Shuler, Ed. D. and
Members, Board of County Commissioners

DATE: January 20, 2004

FROM: George M. Burgess
County Manager

SUBJECT: Miami-Dade Public Library -
Approval of Application For State Aid
to Libraries

RECOMMENDATION

It is recommended that the Board of County Commissioners retroactively approve the County Manager's action applying for funds from the Florida Department of State, Division of Library and Information Services, for State Aid to Libraries and authorization for the County Manager to accept and expend funds from the Florida Department of State, Division of Library Services for State Aid to Libraries. Retroactive approval is sought due to the changes in the State of Florida Grant Application Process starting with this current application. The State of Florida now requires all applicants to include its circulation policy as well as a joint planning agreement verifying that the library has engaged in joint planning for the coordination of library services within the county (Miami-Dade) that receives the Operating Grants. As approved by the County Manager, Miami-Dade County has entered into a Joint Planning Agreement with the Cities of Hialeah, North Miami, and North Miami Beach Public Libraries.

BACKGROUND

Under the provisions of Chapter 257, Florida Statutes, Miami-Dade County is eligible to apply for, and has for the past several years received, State funds to aid in the operation and maintenance of free library service. Each year a new application is required by the Florida Department of State, Division of Library Services. The award amount is based on the Library's actual operating expenses in the prior fiscal year. The attached application has been prepared for Fiscal Year 2003-04.

The State Aid dollar amount will not be determined until all applications are received by the Florida Department of State, Division of Library Services. At that time, the appropriation made by the State Legislature will be divided on a formula basis to all eligible recipients. The Miami-Dade Public Library System received \$2,936,679 in Fiscal Year 2002-03.

Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)(A)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)(A)
1-20-04

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MANAGER'S ACTION IN APPLYING FOR FUNDS FROM THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES, FOR STATE AID TO LIBRARIES AND AUTHORIZING THE COUNTY MANAGER TO RECEIVE AND EXPEND SAID FUNDS, TO EXECUTE ANY NECESSARY CONTRACTS AND AMENDMENTS, AND TO EXERCISE EXTENSION AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board retroactively authorizes the County Manager's action in applying for funds from The Florida Department of State, Division of Library and Information Services, for State Aid to Libraries. The Board also authorizes the County Manager to receive and expend said funds, to execute any necessary contracts and amendments following approval of the County Attorney's Office, and to exercise any extension and cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson
Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto
Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorin D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. *MME*
Mariela Martinez-Cid

By: _____
Deputy Clerk

Library Name: Miami-Dade Public Library System

1B Certification of Local Operating Appropriations

(Complete this section only if the applicant is a newly established public library in the first two years of operation.)

We hereby certify that the following total funds from local sources are appropriated to be expended centrally during the fiscal year beginning October 1, 2003 and ending September 30, 2004 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds appropriated to be expended centrally by the library for the operation and maintenance of a library between October 1, 2003 and September 30, 2004.

\$ 45,227,000

SIGNATURES:



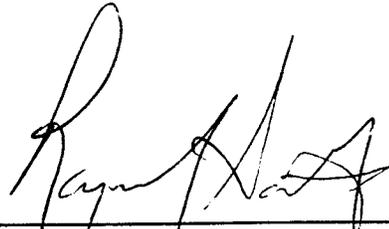
Library Finance Manager

Amir Ali

Typed Name

08/28/03

Date



Single Library Administrative Head

Raymond Santiago

Typed Name

08/28/03

Date

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES**

EXPENDITURE OR APPROPRIATION REPORT

Library Name: Miami-Dade Public Library System

II. Check Applicable

Expenditure Report - October 1, 2001- September 30, 2002

Appropriation Report - October 1, 2003 and September 30, 2004
(Provide appropriation only if the applicant is a newly established public library in the first two years of operation.)

EXPENDITURE/ APPROPRIATION CATEGORY	FUNDING OR REVENUE SOURCES:				TOTAL
	LOCAL	STATE	FEDERAL	OTHER	
10 Personal Services	\$20,466,323	\$2,806,529	\$0	\$141,423	\$23,414,275
30 Operating Expenses	\$15,102,848	\$0	\$430,467		\$15,533,315
60 Capital Outlay (Non-Fixed)	\$882,819				\$882,819
Other					
Total for the operation & maintenance of the library	\$36,451,990 <i>(Record this amount on page 1)</i>	\$2,806,529	\$430,467	\$141,423	\$39,830,409

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)	\$17,947				\$17,947
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FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION - 2003-2004

Certification of Credentials - Single Library Administrative Head

File by October 1, 2003

The Miami-Dade Board of County Commissioners
(name of library governing body)

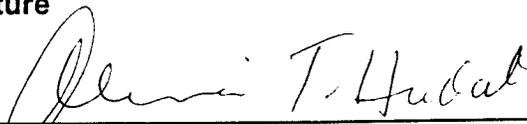
governing body for the Miami-Dade Public Library System
(name of library)

hereby certifies that the incumbent single library administrative head,

Raymond Santiago
(name of incumbent)

- Has completed a library education program accredited by the American Library Association; and
- Has at least two years full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of 40 hours per week.

Signature


Chair, Library Governing Body or
Chief Executive Officer

Date

George Burgess
Name (typed)

Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT

The Applicant (Grantee) Miami-Dade Board of County Commissioners
(Name of governing body)

governing body for Miami-Dade Public Library System
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.

- I. The Grantee agrees to:
- a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the legislature, the judicial branch, or any state agency.
 - b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.
 - c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.
 - d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
 - e. In the event that the GRANTEE expends a total amount of State awards (i.e., State financial assistance provided to the GRANTEE to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such GRANTEE the GRANTEE must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.550, Rules of the Auditor General. In determining the State awards expended in its fiscal year, the GRANTEE shall consider all sources of State awards, including State funds received from the Florida Department of State, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.

In connection with the audit requirements addressed in Section e, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a reporting package as defined by Section 215.97(2)(d), *Florida Statutes*, and Chapter 10.550, Rules of the Auditor General.

If the Grantee expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions

of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from GRANTEE funds obtained from other than State entities).

- f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.
- II. The DIVISION agrees to:
- a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by the termination date. In the event of a state revenue shortfall, Operating Grants shall be reduced in accordance with Section 257.195, *Florida Statutes*.
 - b. Notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.
 - c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Comptroller upon execution of the agreement. The remaining payment will be made by June 30.
- III. The Grantee and the DIVISION mutually agree that:
- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
 - b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
 - c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
 - d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
 - e. The DIVISION shall unilaterally cancel this agreement if the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*.
 - f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.
 - g. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the Grantee

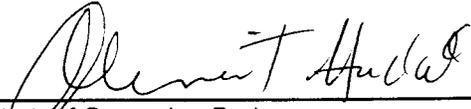
hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.

- h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- k. The Grantee shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, which whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to section 20.60, Florida Statutes, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- l. This agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the DIVISION.
- m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall be determined by the DIVISION, based on the terms and conditions imposed on the Grantee in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide Grantee a written notice of default letter. Grantee shall have 15 calendar days to cure the default. If the default is not cured by Grantee within the stated period, the DIVISION shall terminate this agreement, unless the Grantee demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the Grantee's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

- n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE



Chair of Governing Body or
Chief Executive Officer

George Burgess

Typed Name

Date

Clerk or Chief Financial Officer

Typed Name and Title of Official

Date

THE DIVISION

Florida Department of State
Division of Library and Information Services

Typed Name

Date

Witness

Date

State Aid to Libraries Miami-Dade County Joint Planning

At the joint planning session held on August 14, 2003, the City of Hialeah Library Division, Miami-Dade Public Library System, North Miami Public Library, and North Miami Beach Public Library ("Libraries" or "Library Systems") agreed to the following:

1. Reciprocal Borrowing

The four Library Systems agreed to reciprocal borrowing according to the following rules:

- A. All library systems within Miami-Dade County, receiving State Aid to Libraries, will participate in the reciprocal borrowing program.
- B. Each library system will make available for reciprocal borrowing, free of charge, all materials that circulate to the library's own patrons.
- C. Borrowers will be subject to the rules of the lending library, including the issuance of library cards. Borrowers will be responsible for returning materials to the lending library or any of the lending library's facilities. Items that are returned to any other library system will not be considered returned until they are received by the lending library system; fines will accrue if overdue. The Library Systems can not assume any liability for items returned to another system that is not the lending library.
- D. Fines and fees for overdue, damaged or lost materials will be handled at the lending library.

2. Courier System

The Library Systems will investigate courier service between systems for reciprocal borrowing items returned to libraries other than the lending library.

3. Training

The Libraries have agreed to share training opportunities for staff. Each library will identify a staff training contact person responsible for informing other libraries of training sessions.

4. Publicity

- ❖ The four Library Systems will jointly draft a reciprocal borrowing brochure to be given to patrons. Miami-Dade Public Library System will print 2,500 brochures.
- ❖ Each library system will provide the others with the following basic information and will keep the information current:
 - ✓ Circulation policies
 - ✓ Hours and locations
 - ✓ Service brochures
 - ✓ Event brochures

5. Mediated Referrals and Holds

The four Library Systems agreed to the following procedure to provide quality customer service to patrons who want to pick up items at other than their home library system:

- ❖ Look up materials in each other's catalogs if available online;
- ❖ Call the appropriate library to verify that the item is available and ask the staff to hold the item;
- ❖ Explain to the patron where to go to get a reciprocal borrowing card and pick up the item.
- ❖ The library that has been called will hold the book under the patron's name if:
 - he/she has a reciprocal borrowing card; or
 - under the calling library system's name, on a temporary basis, until the patron arrives and gets a reciprocal borrowing card.

6. Computer Use

The four Library Systems will allow reciprocal borrowers to use their computer terminals under the same rules and regulations that apply to their own borrowers.

7. Interlibrary Loan Service (ILL)

The Library Systems will investigate streamlining ILL procedures among the four systems.

City of Hialeah Library Division, Miami-Dade Public Library System, North Miami Public Library, and North Miami Beach Public Library will meet in August of 2004 to conduct joint planning for fiscal year 04/05.



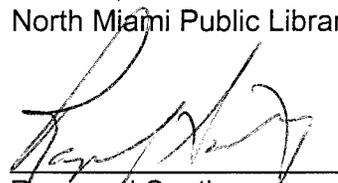
Date 9/26/03
Maria Alpizar
Director,
City of Hialeah, Library Division



Date 9/26/03
Ilene Zaleski
Director,
North Miami Public Library



Date 9/26/03
Florence Simkins Brown
Director,
North Miami Beach Public Library



Date 9/25/03
Raymond Santiago
Director,
Miami-Dade Public Library System

**MIAMI-DADE PUBLIC LIBRARY SYSTEM
CIRCULATION POLICY
SECTION "C"**

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LIBRARY CARDS

I. Types of cards

A. Resident (RES)

Patrons living in the Miami-Dade Public Library System Special Taxing District for at least 1 month. The taxing district is comprised of Miami- Dade County, with the exception of Bal Harbour, Bay Harbor Islands, Hialeah, Miami Shores, North Miami, North Miami Beach, Opa Locka and Surfside. Except for Opa-Locka, these municipalities maintain their own libraries.

B. Reciprocal (REC)

Residents of Hialeah, North Miami and North Miami Beach. Reciprocal borrowing is a requirement for any library receiving State Aid. (The qualifier in the patron record is the code for the city of residence – HIA, NM, NMB)

C. Non-Resident (NON)

Non-residents meeting any of the following conditions may obtain free cards. All others pay an annual fee of \$50.00. (Qualifier = "FEE" and fee card number)

Property Owners within the taxing district. A tax bill in the applicant's name is required. (Qualifier = "PROP" and folio number)

Employees of Miami-Dade County, Jackson Memorial Trust and Miami- Dade Water and Sewer regardless of residence. They must present employment ID. .This privilege does not extend to family members. Federal, state and municipal employees do not qualify. Eligibility for this type of card lapses when the cardholder leaves the employment of Metro Dade County, Jackson Memorial Trust or Miami- Dade Water and Sewer.
(Qualifier = "GOVT" and department)

Teachers and other workers who are regularly employed in public and private schools or group programs within the taxing district. Proof of employment in a specific school or group facility in the taxing district is required. Those eligible for resident or property owner cards may not also have a teacher's card. (Qualifier = "TEACH" and school)

D. Non-Verifiable Address (NVA)

New registrants who would qualify for free cards but who do not have proof of current address are limited to two items. An NVA card is only valid for 7 days. The patron type is upgraded when they return the Address Verification Card or bring proof of address.

D. Juvenile (under 16) (JUV)

Children 15 years old or younger are issued Juvenile Cards. The child's parent or guardian must initial these cards. There are no differences in the child's ability to borrow or use Library materials. Because both parent's and child's names are in the patron record, both have access to borrowing information. Children must meet the standards for resident status.

- E. Juvenile/reciprocal (under 16) (RECJ)
Children 15 years old and younger who live in Hialeah, North Miami or North Miami Beach. These children must meet the requirements for both Juvenile card and Reciprocal Borrower. (Qualifier = code for city of residence – HIA, NM, NMB)
- F. Juvenile (no parental authorization) (JNP)
Children (under 13) who do not have a parent or guardian available to sign the library card when it is issued will be limited to two books. An authorization form will be sent to the parent along with the library card. When the library receives the signed authorization form from the parent (either mailed or from the child), the child's card will be updated to JUV. A JNP card is valid for 1 day.
- G. Juvenile/Reciprocal (no parental authorization) (RJN)
Children 15 years old and younger who live in Hialeah, North Miami or North Miami Beach, but do not have a parent or guardian available to sign the library card when it is issued will be limited to two books. An authorization form will be sent to the parent along with the library card. When the library receives the signed authorization form from the parent (either mailed or from the child), the child's card will be updated to RECJ. An RJN card is valid for 1 day.
- H. Mail (MAIL)
Connections registers its patrons as "Mail". The cards are kept at Connections. Patrons may use identification to check out at a branch. Connections patrons must meet the same eligibility requirements as regular patrons.
- G. Interlibrary Loan (ILL)
Libraries that we lend to through Interlibrary Loan.
- H. Agency (AGN)
Some outreach services have special needs. The Agency patron type allows them to meet these needs for their clients. It is used by Bookmobiles and Jumpstart only.

II. Application for a library card.

In order to obtain a library card, a person must prove both who they are and where they live. Children under 13 must have their application authorized by a parent or guardian.

- A. Personal identification is required to receive a library card. Personal identification is defined as photo identification from an official source (driver's license, employment, student or state ID, passport, etc.), voter's registration or, for students K-12, report card, textbook or school book with student's name. A child who is accompanied to the library by a parent may obtain a library card based on the parent's personal identification. That identification must meet the criteria to obtain a library card.

The following are not considered personal identification: imprinted checkbook, rent receipt, mail or bills - they can be used as address verification in conjunction with personal ID.

- B. Patrons who can provide personal ID and proof of current residential address are given full privileges immediately. Proof of address must show both name and address.
- C. Patrons with personal ID who cannot prove address are entered as NVA (Non Verifiable Address) and are sent an address verification card. A "Verify Address" block is entered in their PURF record. NVA registration is valid for one week and must be upgraded to full privileges for the patron to continue to use the card. Full privileges are granted when they return to the library with the post card or other ID that verifies address. NVA patrons are limited to 2 items.
- D. Police officers and firefighters may have their residential address omitted from the patron record at their request. They must still show proof of residency or eligibility for a card. A note stating "law enforcement, no home address shown" should be put in the record.
- E. Children 15 years old and younger must have parental authorization to obtain a library card. A parent authorizes the child to have a card by signing the child's application or by returning a signed Parental Authorization Form by mail or with the child. If a parent is not available to sign the application, the child will be allowed to borrow two books and a Parental Authorization Form will be sent.

III. Patron responsibility. At the time of registration, the staff member issuing the card must inform each patron of the responsibility accepted with the possession of a library card.

- A. The patron must notify the library of a lost or stolen card immediately to avoid unwarranted liability. A patron will not be held responsible for any books checked out on the card after it has been reported missing.
- B. The responsibility for the material a minor checks out rests with the parent or guardian. Any restrictions placed on a minor's use of the library are the responsibility of the minor's parent or guardian. The library cannot be responsible for enforcing such restrictions.
- C. Each patron should present his or her own library card in order to check out materials. The responsibility for all materials checked out and any financial obligation incurred for overdue materials rests with the patron whose card was used to check out the materials.
- D. The patron is responsible for returning materials on time and in the same condition as when they were checked out.
- E. The patron is responsible for returning materials to a branch of the Miami-Dade Public Library System. Materials are not considered to be returned until they have been checked in through our automated system.

- F. Overdue notices are sent to patrons as a courtesy of the library. Failure to receive one does not exempt the patron from overdue fines, postage charges, and replacement costs of materials that are lost or damaged.

IV. Revocation of privileges. A STOP will be placed on a patron's card for:

- A. Financial obligation in excess of \$30.00;
- B. More than 10 overdue items;
- C. Returned mail on which the address matches the one in the patron's record. This
- D. includes datamailers, address verification cards, reserve notices, etc.;
- E. Theft or mutilation of library materials;
- F. More than 10 items "claims returned."

V. Address checks and Renewing library cards

- A. Residents and Mail patrons have their residential and mailing addresses verified annually.
- B. Reciprocal borrowers and other non-residents must renew their cards annually. Do Not override an expiration.
- C. NVA cards are good for one week only and must be upgraded by showing proof of address. Do not renew NVA cards; they must be upgraded.
- D. Patrons must show identification and proof of address. If patron does not have identification showing current residential address, an address verification card will be sent.
- E. Reciprocal borrowers must prove continued eligibility by showing proof of residential address in Hialeah, North Miami or North Miami Beach.
- F. Non-residents who are eligible for free cards must prove continued eligibility (tax bill, employment ID, etc.)
- G. Patrons who have stops on the card cannot renew their card until the problem is resolved.

VI. Replacement cards.

The first time a card is replaced there is no charge. The second time and every time thereafter, there is a \$1.00 charge. Lost or stolen cards count as replacements as do replacement barcodes.

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VII. Lost or stolen cards.

When a patron reports a card lost or stolen, that fact must be entered into the patron's record immediately and the card number made invalid to prevent future use.

Reports of lost or stolen cards may be taken over the phone or in person without the required identification because the intent is to protect the patron. However, no information from the patron's record can be given out because of confidentiality.

VIII Change of address.

Patrons who volunteer a change of address before a card's expiration date do not require ID as proof. If they have moved to a fee area, they must pay the annual fee.

IX Forgotten cards.

Patrons, who forget their cards may check out books, provided they are listed in the computer and can show identification. Adult patrons must show ID with name and address. Children should show school ID if possible, otherwise a schoolbook or notebook with the child's name will do.

X Returned Mail

When mail to a patron is returned to the library, a "verify address" PURF block is entered in the patron's record with the comment "Mail returned". The zip code in the patron's record is changed to "00000" so that datamailers will not be sent to an invalid address.

XI. Confidentiality of patrons records.

Florida Statute 257.261 ensures the confidentiality of library patron records.

FLORIDA STATUTE 257.261 ON LIBRARY RECORDS

- 1) All registration and circulation records of every public library, except statistical reports of registration and circulation, are confidential and exempt from the provisions of s. 119.17(1) and from s. 24(a) of Art. I of the State Constitution.
- 2) As used in this section, the term "registration records" includes any information that a library requires a patron to provide in order to become eligible to borrow books and other materials and the term "circulation records" includes all information that identifies the patrons who borrow particular books and other materials.

- 3) (A) Except in accordance with proper judicial order, a person may not make known in any manner any information contained in records made confidential and exempt by this section, except as otherwise provided in this section.
- (B) A library, or any business operating jointly with the library may, only for the purpose of collecting fines or recovering overdue books, documents, films, or other items or materials owned or otherwise belonging to the library, disclose information made confidential and exempt by this section to the following:
- 1 The library patron named in the records;
 - 2 In the case of a library patron less than 16 years of age, the parent or guardian of the patron named in the records;
 - 3 Any entity that collects fines on behalf of a library, unless the patron is less than 16 years of age, in which case only information identifying the patron's parent or guardian may be released;
 - 4 Municipal or county law enforcement officials, unless the patron is 16 years of age, in which case only information identifying the patron's parent or guardian may be released; or
 - 5 Judicial officials
- 4) Any person who violates this section commits misdemeanor of the second degree, punishable as provided in s. 775.082, or s. 775.083.

Information on patron records may be released under the following circumstances:

To the cardholder upon presentation of photo identification proving that he/she is requesting information from his/her own record. Patrons calling the library must give the library card number and the pin number. Staff should ask a few questions such as a name, telephone number, etc. to verify identification

To the parent or guardian of a child under 16. The record must contain the requestor's name in the parent/guardian field. Official identification must be presented.

Law enforcement officials with the proper identification and a court order signed by a judge. Because of the delicate nature of these requests, only specific members of the Library administration are authorized to release the records.

The following administrative staff are authorized to release information from patron records: Main Library/Systemwide Circulation Administrator, Branch Administrators Assistant Directors, Director. If there is a request for information, the Main Library/Systemwide Circulation Administrator should be contacted first. If necessary, proceed down the list.

Procedures for processing request for patron records from a law enforcement official:

1. If a staff member is approached by a law enforcement official with a request for information about a patron, he/she will refer the official to the Branch Manager or Librarian-in-Charge.
2. The Branch Manager will
 - a. Verify the official's identification
 - b. Explain the library's policy on patron confidentiality and the documentation needed to release records.
 - c. Ascertain whether the official has the necessary documentation. Court Orders come in two forms – subpoena and search warrants.
3. If the official does not have a court order, he/she will be told to contact the Main Library/Systemwide Circulation Administrator when the documentation is obtained.
4. If the official has the necessary documentation, the manager will telephone an administrator authorized to release patron information, starting with the Main Library/Systemwide Circulation Administrator. A copy of the document will be faxed to the administrator immediately.
5. When the documentation has been received, the administrator will decide on the course of action.
 - a. If the court order is a subpoena, the administrator can authorize the manager to release the record or may decide to study the situation further.
 - b. If the court order is a search warrant, the search of records may begin as soon as the authorizing administrator is served with the order. Upon receipt of the order, the administrator will inform the Branch Manager to cooperate.
 - c. It is preferable for the manager to perform the actual search of the records to ensure that only the records identified in the warrant are produced and that no other patron's records are viewed or scanned.
 - d. If the court order is a search warrant issued under the USA Patriot Act, the previous instructions apply. There is the added condition that neither the staff nor the library can disclose to anyone that the warrant has been served or any results of the search.

If the court order requires the removal of library equipment:

1. Be sure to obtain a written receipt of the items taken with an exact description and serial numbers, if applicable. Make sure the names of any law enforcement officials involved are included.
2. If computer equipment is involved, contact Automated Services as soon as you are aware of the possibility. We would prefer to have our own technician present to handle or oversee the removal.

MATERIAL CIRCULATION

I. Loan periods

- 28 days books, audio cassettes, CD's, closed captioned video recorders
- 7 days high demand items, video cassettes
- SLP special loan period - for Interlibrary Loan materials

II. Limits

- 50 items on a card.
- 10 videos
- 10 CD's
- 3 films
- There are no limits by subject.

III. Returning materials

- A. Books, audio cassettes, videos, CD's, and closed captioned video decoders may be returned to any branch.
- B. Phonograph records and framed artwork must be returned to the lending branch.
- C. Materials damaged beyond use will be billed for replacement. This must be determined before the material is checked in.
- D. Material returned with barcodes missing will incur a \$.50 processing fee.
- E. Reciprocal borrowers must return material to the owning system. An item will not be considered "returned" until it is checked in by the owning system. Overdue fines may accrue.

IV. Renewals.

- A. Items with holds cannot be renewed.
- B. Interlibrary Loan renewal requests can be made by calling ILL (375-4068).

- C. All other items including closed-captioned decoders may be renewed 6 times for the original loan period.
- D. Patrons can renew items at the Branch, by phone or through the OPAC (either on-line or at the library). The material does not have to be present to be renewed.

V. Returned items receipt.

If a patron asks for a receipt for returned items, a receipt can be printed by the computer if it is requested before checkin is started or use the Returned Items Receipt form (#FO-83).

OVERDUES

A complete list of fines and default cost is at the end of this section.

I. Notices:

- Patrons with material overdue are notified by phone at 14 and 21 days past the due date
- Overdue notices are mailed out 28 days and 60 days after the due date.
- Bills are sent out when a patron's financial obligation reaches \$30.00

II. Lost or Damaged Items

- A. Items overdue 50 days are deemed lost and the replacement or default cost is charged to the patron.
- B. Patrons are charged list price for lost or damaged items. If the actual price of an item is not given in the bibliographic record or available from a standard bibliographic source (i. e. Books in Print), the default prices are used.
- C. Patrons may discharge their obligation for unreturned materials by either paying the bill for replacement or bringing in new a duplicate of the unreturned item, i. e. hard cover for hard cover.
- D. Patrons may discharge their obligation for unreturned materials by either paying the bill for replacement or bringing in new a duplicate of the unreturned item, i. e. hard cover for hard cover.

III. Payments:

- A. Patrons paying for lost or overdue materials will receive a receipt through the computer system detailing the purpose of the payment and the item(s) involved.
- B. Checks are made payable to MIAMI-DADE PUBLIC LIBRARY

- ID is required - preferably a driver's license.
- Checks should be imprinted with the patron's name.
- The driver's license number of the person writing the check and library card or Dynix number of the patron whose record is affected (they may not be the same person) are written on the check.

C. Returned checks.

- In the PURF record, under Miscellaneous Fees, enter the total amount (amount on check and any fees attached), the comment is "returned check".
- -Notify the patron of the returned check, the amount due and the action taken.

IV. Refunds- Lost and Paid

When a patron finds an item for which he/she has already paid, the patron is entitled to a refund minus any overdue fines.

- Checkin the item. It will create a refund on the patron's record and charge the correct overdue fine.
- Give the patron the refund.
- Refund the block in the computer and place the receipt in the cash drawer.

V. Claims Returned.

If a patron claims to have either returned or not checked out an item on his/her record, enter the claims return into the patron's record. The branch in which the patron initiates the claim, regardless of any other branches that may have been involved in the transaction, does this.

A Claims Returned Report should be printed weekly. Any items on the list that are found are discharged, thus clearing the patron's record.

Patrons are allowed up to 10 unresolved items claims returned. Anything over that number can be entered as claims returned but the patron will not be able to check out anything.

LOAN PARAMETERS BY ITYPE

ITYPE	DESCRIPTION	LOAN PERIOD	FINE	MAX FINE	REPL COST
ARTCOL	Permanent Art Collection	--	--	--	\$500.00
AUD	Adult/Young Adult Audio Cassette	28	\$0.05	\$4.00	\$10.00
AUDBK	Audiobook	28	\$0.05	\$4.00	\$25.00
AUDJ	Children's Audio Cassette	28	\$0.05	\$2.00	\$10.00
BAG	Mailing Bag	28	--	--	\$8.00
BEST	High Demand Purchase	28	\$0.10	\$8.00	\$25.00
BK	Adult Book	28	\$0.10	\$8.00	\$25.00
BKJ	Children's Book	28	\$0.05	\$2.00	\$15.00
BKSFT	Book with Software	28	\$0.10	\$8.00	\$25.00
BKY	Young Adult Book	28	\$0.05	\$4.00	\$25.00
CD	Adult/Young Adult CD	28	\$0.05	\$4.00	\$15.00
CDJ	Children's CD	28	\$0.05	\$2.00	\$15.00
CDROM	CD-Rom	--	--	--	\$50.00
COKIT	Connections Multi-media Kit	28	\$0.05	\$4.00	\$270.00
DECODE	Closed Captioned Decoder	28	\$1.00	\$99.99	\$218.00
FEDDOC	U. S. Government Document	--	--	--	\$10.00
FLM	Film (reel to reel)	3	\$1.00	\$99.99	\$300.00
ILL	Inter-library Loan Item	21	--	--	100+15pro
JSKT	Jumpstart Kit	7	--	--	\$150.00
KIT	Multimedia, Multi-part	28	\$0.10	\$8.00	\$45.00
LIFLRN	Life Long Learning Material	28	\$0.10	\$4.00	\$10.00
PB	Adult Paperback	28	\$0.10	\$4.00	\$5.00
PBJ	Children's Paperback	28	\$0.05	\$2.00	\$5.00
PBY	Young Adult Paperback	28	\$0.05	\$4.00	\$5.00
PER	Periodical - Circulating	28	\$0.10	\$4.00	\$5.00
PERR	Periodical - Noncirculating	--	\$0.15	\$8.00	\$5.00
REF	Reference Book	--	\$0.15	\$8.00	\$50.00
PROF	Professional Collection (for staff only)	28	\$0.15	\$8.00	\$50.00
RNT	Lease Plan	28	\$0.10	\$8.00	\$25.00
SCO	Music Score	28	\$0.10	\$8.00	\$10.00
SFTWR	PC Software	28	\$1.00	\$99.99	\$25.00
VF	Vertical File	7	\$0.15	\$4.00	\$5.00
VID	Adult Video	7	\$1.00	\$20.00	\$50.00
VIDJ	Children's Video	7	\$1.00	\$10.00	\$30.00
VIDR	Video - Non-circulating	--	\$1.00	\$20.00	\$50.00
VIDY	Young Adult Video	7	\$1.00	\$20.00	\$30.00

HOLDS

I. Placing Holds

- A. Any patron with a valid library card may place a hold on any item in the system's collection except reference items and uncataloged materials.
- B. Patrons are encouraged to place their own holds on the OPAC.
- C. Patrons are limited to 15 active holds.
- D. The computer will not accept a hold for an item that is "in library" at the branch where the hold is being placed. Patrons should check the shelves and ask for assistance before requesting a title shown as "in library." See II.C. for processing.
- E. A hold can be placed at any branch for pick-up at any branch. The choice of pick-up location should be made when the hold is requested.
- F. Each item on hold is patron specific and can only be charged out on that patron's library card.
- G. Reciprocal borrowing partner libraries have agreed to the following mediated referral and holds procedures:
 - 1. Look up materials in each other's catalogs if available online.
 - 2. Call the appropriate library to verify that the item is available and ask the staff to hold the item.
 - 3. Explain to the patron where to go to get a reciprocal borrowing card and pick up the item.
 - 4. The library that has been called will hold the book
 - a. under the patron's name if s/he has a reciprocal borrowing card with the owning library system, or
 - b. under the calling library system's name, on a temporary basis, until the patron arrives and gets a reciprocal borrowing card

A patron may pick up materials on hold for another patron if the person visiting the library has the other person's card. However, in accordance with the patron confidentiality statement (see **Section XI**, page C-5), no information about the patron record may be disclosed.

II. Processing holds.

- A. The computer system will automatically route a request to a branch library listing the title as "in library," or, if all copies are out, will place the request on a list.
- B. Branches will run a "HOLDS ALERT REPORT" (RHA) each day for requests to be searched. If a title is not found and is not checked out, it must be marked "trace."

- C. If a patron requests an item that is “in library”, staff should check the shelves and the retention areas. If the item is not found, change the status to “trace” and process the hold.
- D. All materials that indicate a “needs to be sent to _____” when checked in, must be sent to the branch that is indicated. Be sure to use the Red rush slip secured with two rubber bands.

III. Holds Loan Period

When the ratio of holds to copies of an item reaches 2:1, the item’s loan period becomes 7 days. This does not affect items currently checked out.

IV. Requests for items not in the computer or with no copies linked.

- A. If a patron requests an item that is over 1 year old, refer the patron to Interlibrary Loan.
- B. If a title is more recent and not in the computer, fill out a Request for Item Not Owned by Library (Form FO-065). Include the ISBN and any other pertinent information. Send the request to Collection Development at Main.
- C. Replacement orders should be sent to Acquisitions.

V. Filling reserves by telephone

- A. If a patron needs an item in less than one week, staff should call locations having the item “in library”. Patrons should be encouraged to pick up the material at the owning branch. The library cannot guarantee a delivery date if the material must be transferred from one branch to another. Main Library departments should be called directly, rather than the Switchboard or Information Desk.
- B. All locations are expected to handle these call-in requests as they would any other reserve request received directly from a patron
- C. When sending materials to a branch in response to a call, place a copy specific hold for the patron to pick up at the branch of their choice.

Mark the item “trace” when asked to do so by the computer.
Check in the item to place it in transit and send to the branch.

OTHER LIBRARIES’ BOOKS

When patrons return books that do not belong to the Miami-Dade Public Library System, break them down into the following categories:

I. Elementary and High School books:

A. Dade County Pubic Schools

- Collect all public school books in a box.
- Seal the box and attach the label below (available from Main Children's Room).
- Send Boxes to Main Library with the regular shipment.
- Main delivery staff will take the boxes to Dade County Public Schools on the 15th of each month.

B. Private Schools

Private school books are placed in an envelope, addressed to the school, sealed, and sent daily to whichever location handles the branch's outgoing mail.

Don't delay mailing these books, many schools will not release grades or allow students to graduate when there are overdue books and fines.

II. SEFLIN Libraries.

Put the books in an envelope. Stick a pink SEFLIN label (available from ILL) to it and address it to the owning library. Place it in the branch delivery box to be sorted at Main.

SEFLIN Libraries are:

Art Institute of Fort Lauderdale	Lynn University
Barry University	Martin County Library System
Boynton Beach City Library	Miami-Dade Community College
Broward Community College	Miami-Dade Public Library
Broward County Library	Nova Southeastern University
Carlos Albizu University	Palm Beach County Public Library System
Florida Atlantic University	Palm Beach Atlantic University
Florida International University	Palm Beach Community College
Florida Keys Community College	School District of Palm Beach County
Florida Memorial College	St. Thomas University Main Library
Johnson & Wales University – Miami	West Palm Beach Public Library
Keiser College	St. Thomas University Law Library

III. All other libraries

- A. If the address is available*, put the book in a padded envelope and address it to the owning library. Place it in the delivery to be mailed out at Main.

Padded envelopes are available through the Business Office. Use #3 for standard books and #6 for large books.

*Independent Municipal libraries in Miami-Dade County are:

John F. Kennedy Library
190 W 49 St
Hialeah, FL 33012

Lafe Allen Memorial Library
1601 NE 164 St.
North Miami Beach, FL 33162

Brockway Memorial Library
10021 NE 2 Ave.
Miami Shores, FL 33138

Surf-Bal-Bay Library
9301 Collins Ave.
North Miami, FL 33161

North Miami Public Library
835 NE 132 St
Surfside, FL 33154

For other addresses, check the inside of the book, the American Library Directory, or the phone book.

- B. If no address is available, send the item to Main Library/Circulation with a note of explanation.