



## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 6/29/2022 Meeting Date: 7/7/2022

Name: Katrina Evans Department: Library

Approved By:

A handwritten signature in blue ink, appearing to read "Katrina Evans", is written over a light blue horizontal line.

### 1. Nature and purpose of agenda item:

This would allow us to offer access to Family Search's extensive online genealogical records to library users who visit one of the Library's three locations, thus expanding the genealogy resources provided by Columbia County Public Library at no cost to the County.

### 2. Recommended Motion/Action:

Recommend motion to approve.

### 3. Fiscal impact on current budget.

This item has no effect on the current budget.

**Columbia County Public Library**  
**308 NW Columbia Avenue**  
**Lake City, FL 32055**  
**386-758-1018 \* 386-758-2135 Fax**

**Katrina P. Evans, Library Director**

**MEMORANDUM**

DATE: June 29, 2022

TO: David Kraus, County Manager

FR: Katrina Evans, Library Director

RE: Affiliate Library for Family Search agreement

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Columbia County Public Library would like to become an Affiliate Library for Family Search. This would allow us to offer access to Family Search's extensive online genealogical records to library users who visit one of the Library's three locations, thus expanding the genealogy resources provided by Columbia County Public Library at no cost to the County.

I have attached the Affiliate Library Agreement which requires Board approval and a signature. It has been reviewed by the County Attorney, and I have also discussed the technical requirements with the IT Director.

Thank you for your consideration. Please let me know if you need any further information.



## AFFILIATE LIBRARY AGREEMENT

(USA/Canada)

This **AFFILIATE LIBRARY AGREEMENT** ("Agreement"), dated ~~[insert date]~~ July 7, 2022, is between FamilySearch International, a Utah non-profit corporation ("**FamilySearch**"), and ~~[insert name of Library]~~ the Columbia County, Florida, Public Library by and through the Board of County Commissioners for Columbia County, a political subdivision of the State of Florida. ("**Library**").

### BACKGROUND

- A. As a nonprofit, FamilySearch's mission is to make the world's genealogically relevant data freely and widely available. In pursuit of that mission, FamilySearch operates an extensive library system (including the website FamilySearch.org) and contracts with other institutions to further its reach. FamilySearch owns, or holds rights to distribute to patrons of its affiliated libraries, digital records of genealogical significance.
- B. Library is a library or archive that is independent of FamilySearch and provides public access to its collection in a facility~~ies~~ located at 308 NW Columbia Ave, Lake City, FL 32055; 435 NW Hall of Fame Dr, Lake City, FL 32055; and 17700 FL-47, Fort White, FL 32038 ~~[insert physical address of Library]~~ (collectively, the "**Facility**").
- C. FamilySearch is willing to make available to Library, and Library wishes to obtain from FamilySearch, access to select digital records available to affiliate libraries ("**Affiliate Library Records**"); and to that end Library desires to become an authorized "**FamilySearch Affiliate Library**."

In consideration of mutual promises and covenants set forth herein, the parties agree as follows:

### AGREEMENT

1. **Obligations of Library.** As a FamilySearch Affiliate Library, Library will do all of the following:
  - Remain open to the public, consistent with applicable laws against discrimination for places of public accommodation, during normal business hours.
  - Designate a static public IP address (or range of addresses) or proxy static IP address (collectively, the "**Static IP Address**") for each building of the Library's Facility. Notify FamilySearch of the Static IP Address via email at Support@FamilySearch.org. For clarity, unless FamilySearch agrees in its sole discretion in writing, each building of the Facility must be assigned its own separate Static IP Address.
  - Provide a sufficient number of stations (each a "**Station**") with computers that have Internet access via the Static IP Address, together with other furniture and equipment as needed, to enable reasonable access by patrons to Affiliate Library Records. Provide an internet connection with a bandwidth of at least 10 Mbps, unless FamilySearch otherwise agrees.
  - Allow access to the Affiliate Library Records only through the Static IP Address and only by Library patrons who are physically present at the Facility, regardless of whether the patron accesses the Affiliate Library Records through a Library-owned computer at a Station or through the patron's personal device, and by no other means. For clarity, the Library may not allow access by anyone not physically present at the Facility.
  - Prominently display the FamilySearch's Mark (as defined below) on the welcome or login screen (or comparable menu of services) of Library-provided computers at Stations. Enable patrons using Library-provided computers to access FamilySearch.org by clicking on the Mark.
  - Comply, and take commercially reasonable measure to ensure that Library's patrons comply, with all applicable laws (including copyright and data privacy laws) and with the Rights of Use agreement governing FamilySearch.org, located at <https://www.familysearch.org/terms>. If requested by FamilySearch, display signage provided by FamilySearch to remind patrons of their obligations under the FamilySearch Rights and Use agreement, including that Affiliate Library Records are subject to laws and contractual obligations that may restrict their use.

- Allow the use of Affiliate Library Records solely for non-commercial personal use. For clarity, Library may not publish the Affiliate Library Records (or any copy thereof) in any format, whether online in publicly or privately accessible websites, or otherwise. Nor may Library reproduce, modify, splice, divide, index, manipulate or harvest Affiliate Library Records in any medium at any time without the prior written permission of FamilySearch. Library may not (and may not to allow others) to remove or alter any copyright notices, watermarks, restrictions, or other notices that are included with any portion of the Affiliate Library Records.
  - Promptly notify FamilySearch upon becoming aware of any misuse, loss or damage of or to Affiliate Library Records.
  - Charge no fees of any kind to Library patrons for use of a Station or access to the Affiliate Library Records.
2. **Obligations of FamilySearch.** FamilySearch will designate Library as a FamilySearch Affiliate Library and provide access to Affiliate Library Records via the Static IP Address during the term of this Agreement, provided that Library, in FamilySearch's discretion, complies with all of Library's obligations outlined above. FamilySearch provides access to the Affiliate Library Records subject to the following understandings:
- 2.1. **Changes in Affiliate Library Records.** Library agrees and acknowledges that FamilySearch may add or remove records or data or make any other changes to the Affiliate Library Records at any time, for any or no reason and without notice at FamilySearch's sole discretion.
- 2.2. **Title to Affiliate Library Records.** As between FamilySearch and Library, title to the Affiliate Library Records will at all times remain in FamilySearch. FamilySearch conveys no rights of any kind to Library or any patron, except the limited right of access as expressly provided in this Agreement.
- 2.3. **ALL FAMILYSEARCH SERVICES ARE PROVIDED "AS IS". NEITHER FAMILYSEARCH NOR ITS AFFILIATES MAKES ANY WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FAMILYSEARCH MAKES NO WARRANTY THAT ITS SERVICES WILL MEET LIBRARY REQUIREMENTS, SPECIFICATIONS, EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SERVICES WILL OPERATE IN COMBINATION WITH LIBRARY HARDWARE, SOFTWARE OR SYSTEMS. LIBRARY ACKNOWLEDGES THAT FAMILYSEARCH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.**
3. **FamilySearch's Mark.** FamilySearch grants to Library a limited, non-exclusive, non-transferable license during the Term to use FamilySearch's logo (the "**Mark**") solely for the limited purposes: (a) to enable Library to display the FamilySearch Mark on a welcome or login screen that patrons view before accessing the Affiliate Library Records, and (b) for publicity approved in advance by FamilySearch, as provided below in **Section 4**. From time to time, FamilySearch will provide Library with an electronic high resolution image of the Mark. Prior to any use of the Mark, Library will submit to FamilySearch a proof of each intended use of the Mark for FamilySearch's review and approval. FamilySearch must pre-approve any and all such uses. Once approved, Library may use the Mark only in the form and manner approved by FamilySearch. Library may not modify or alter the Mark in any way, including size, proportions, colors, elements, type or in any other respect, without the prior written approval of FamilySearch.
4. **Publicity.** Neither party may use the other party's name, likeness, trademark, service mark, logo, nor other identifying information in connection with any publicity, except as approved in advance by the other party. In no event may Library or its agents state or imply any approval, sponsorship or endorsement by FamilySearch, its sponsor or any affiliated entities.
5. **Independent Contractor.** Nothing in this Agreement or any other agreement or understanding with any party will be construed as making Library and FamilySearch partners, agents, joint ventures, or alter egos of each other or any other entity. Library will not obligate FamilySearch for any debts or liabilities. Library will not represent that Library has authority to legally bind FamilySearch. Library will at all times remain an independent contractor. Library acknowledges and agrees that Library and Library's agents are not employees of FamilySearch now or in the future. Library is solely responsible for Library's taxes and all applicable workers' compensation, disability and unemployment insurance contributions related to Library's performance of obligations under this Agreement. Library's agents are not entitled to statutory benefits of workers' compensation or unemployment charged to FamilySearch or fringe benefits of any kind.
6. **Term and Termination.** The term of this Agreement is one year, and will automatically renew in successive one-year increments unless either party provides 30 days written notice to the other party. Either party may terminate the Agreement at any time, for any reason or no reason, and without penalty, liability or obligation of any kind, upon 30 days prior written notice, and may

terminate the Agreement immediately upon written notice to the other party of material breach; *provided, however*, that termination for breach shall be subject to a 20-day cure period from the date of notice of breach. Notwithstanding anything to the contrary, Library agrees and acknowledges that FamilySearch may suspend or terminate Library's access to the Affiliate Library Records immediately and without notice if FamilySearch determines its sole discretion that Library or its patrons are misusing the Affiliate Library Records in violation of this Agreement.

7. **Notice.** Any official notice given under the terms of the Agreement must be in writing and sent via email, U.S. mail, or commercial courier service in a manner calculated to reach the other party, at the following addresses:

**If to FamilySearch:**

Director, Family History Library  
15 East North Temple  
Salt Lake City, Utah 84150  
E-mail: [affiliatelibraries@familysearch.org](mailto:affiliatelibraries@familysearch.org)

**With a copy to:**

Office of General Counsel  
50 East North Temple  
Salt Lake City, Utah 84150

**If to Library:**

[Katrina Evans, Library Director](#)  
[Columbia County Public Library](#)  
[308 NW Columbia Avenue](#)  
[Lake City, Florida 32055](#)  
[\(386\) 758-1018](#)

Email: [kevans@columbiacountyfla.com](mailto:kevans@columbiacountyfla.com)

~~[Insert library's contact information, including email](#)~~

All notices will be effective upon receipt.

8. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements, and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both parties. Any failure by either party to exercise any of its rights hereunder will not be deemed a waiver of any rights or remedies that such party may have, and will not be deemed a waiver of any subsequent breach or default. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement; provided, however, that in the event that the invalidity or unenforceability of any provision of this Agreement has a material adverse effect on any of the rights or obligations of the parties, the parties will negotiate in good faith to modify the Agreement to effect, as closely as possible, the original intent of the parties. This Agreement will be binding upon and inure to the benefit of the parties, their successors, assigns, and legal representatives, and will be governed by and construed in accordance with the laws of the State of Utah, United States of America, excluding conflict-of-law principles. If any dispute arises out of or relates to this Agreement, or either party believes the other party has breached this Agreement, the parties will use their commercially reasonable efforts to settle this dispute through correspondence, mutual consultation and other mediating efforts. If the parties are not able to resolve their dispute, the exclusive venue will be the state or federal courts in the State of Utah. The Parties consent to such jurisdiction and venue. Library may not assign any of its rights under this Agreement to any third-party without the prior written consent of FamilySearch, which FamilySearch may give or withhold in its sole discretion. Any attempt by Library to assign this Agreement in violation of this provision shall be null and void. This Agreement is neither intended nor shall it be construed in any way to create any third-party beneficiary rights in any person that is not a named Party to this Agreement.
9. **Signatures.** This Agreement may be executed by electronic signature and in counterparts, all of which shall be considered original and a single document for all purposes. Each person signing this Agreement on behalf of the respective parties personally warrants their authority to so sign and to bind the parties.

Each of the parties has executed this Agreement by its authorized representative below:

FAMILYSEARCH INTERNATIONAL:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LIBRARY

COLUMBIA COUNTY BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_

Name: Robby Hollingsworth\_\_\_\_\_

Title: Chairperson\_\_\_\_\_

Tax ID number or GST: N/A\_\_\_\_\_

ATTEST: \_\_\_\_\_  
James M. Swisher, Jr., Clerk of Court



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- B. Library is a library or archive that is independent of FamilySearch and provides public access to its collection in a facilities located at 308 NW Columbia Ave, Lake City, FL 32055; 435 NW Hall of Fame Dr, Lake City, FL 32055; and 17700 FL-47, Fort White, FL 32038 (collectively, the "**Facility**").
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E-mail: [affiliatelibraries@familysearch.org](mailto:affiliatelibraries@familysearch.org)

**With a copy to:**

Office of General Counsel  
50 East North Temple  
Salt Lake City, Utah 84150

**If to Library:**

Katrina Evans, Library Director  
Columbia County Public Library  
308 NW Columbia Avenue  
Lake City, Florida 32055  
(386) 758-1018  
Email: [kevans@columbiacountyfla.com](mailto:kevans@columbiacountyfla.com)

All notices will be effective upon receipt.

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Each of the parties has executed this Agreement by its authorized representative below:

**FAMILYSEARCH INTERNATIONAL:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LIBRARY  
COLUMBIA COUNTY BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_

Name: Robby Hollingsworth

Title: Chairperson

Tax ID number or GST: N/A

ATTEST: \_\_\_\_\_  
James M. Swisher, Jr., Clerk of Court