

HARRY BRINTON, *director*
LAURENCE L. SNOOK, JR., *assistant director*

JACKSONVILLE PUBLIC LIBRARY

HAYDON BURNS LIBRARY
122 NORTH OCEAN STREET, JACKSONVILLE, FLORIDA 32202
TELEPHONE 353-6421

October 22, 1973

Mr. D. O. Oxley
Ex-Officio Clerk
Board of County Commissioners
Nassau County
Fernandina Beach, Florida 32034

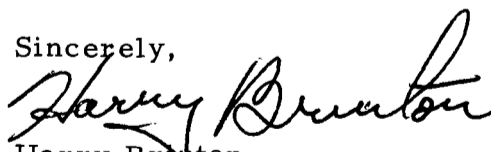
Dear Mr. Oxley:

1973/74 Agreement for Library Service

Enclosed is a fully executed agreement between Jacksonville and Nassau County for continuation of our library agreement for the fiscal year 1973/74.

We certainly appreciate your assistance in obtaining the signatures of the Nassau County officials. If there are ever any questions regarding library service, please do not hesitate to call me.

Sincerely,


Harry Brinton
Director of Libraries

HB:lt

Enclosure

AGREEMENT

THIS AGREEMENT, made this 1st day of October, 1973, between the City of Jacksonville, a municipal corporation acting through its Board of Library Trustees, hereinafter called the CITY, and Nassau County, a political subdivision of the State of Florida, hereinafter called the COUNTY;

WITNESSETH:

1. Consideration. The County agrees to pay the City Forty-four Thousand Six Hundred Seventy-six Dollars (\$44,676.00), plus Eight Thousand Six Hundred Fifty Dollars (\$8,650.00) to be received from the City of Fernandina Beach and all State Aid monies as the cost of library service to be provided by the City for the year ending September 30, 1974. The County will pay the City in the following manner: Five Thousand Dollars (\$5,000.00) in November, 1973, Twenty Thousand Dollars (\$20,000.00) in January, 1974, and Nineteen Thousand Six Hundred and Seventy-six Dollars (\$19,676.00) prior to June 1, 1974, and all library monies from Fernandina Beach and State Aid as soon as they are received.

2. Jacksonville Library Use. The City agrees that residents of Nassau County shall be entitled to the use of the main City public library, and any of the City branch libraries without charge, subject to all the laws, rules and regulations prescribed for City of Jacksonville users of the library service.

3. Bookmobile Service. The City will provide bookmobile circulating Library Service to communities in the County at least once every two weeks under rules and regulations, together with the itinerary for the circulating library, which may be prescribed and decided by the City, upon consultation with the Nassau County Advisory Committee.

4. Book Collection. The City will purchase books for the County within the limitation of funds provided in this agreement and the books so purchased will become the property of the County. The City will loan an additional 1,000 volumes for public use in Nassau County during the period of this agreement.

5. Equipment and Expense. The City agrees that in addition to the books described in paragraph 4, the furniture and equipment purchased for the County libraries, upon termination of this Agreement will become the property of the County. The determination of books to be included in the permanent book collection shall be by the City, but the advice of the County Library Advisory Committee shall be considered by the City. Expenses incident to the busing of library facilities shall be borne by the County, but the City will pay from the funds provided herein the expense for rent, electricity, heat, telephone, custodial services and supplies for the Fernandina Beach Library.

6. Management and Cooperation. The City shall manage and operate the library service provided, under the direction of the Director of the Jacksonville Public Library. The City agrees to consult with the County in the execution of this contract and to admit to representation upon its Board of Library Trustees a representative of the County Library Advisory Committee, who shall participate, without voting, in the affairs of the Board.

7. Records Kept. The City shall furnish its annual audit to the County, and shall report progress in library service in the County. A detailed record shall be kept by the City of all properties, including books, acquired for the County community branch libraries, and shall be available to both parties.

8. Staff Personnel. The County may, with the prior approval of the City, employ personnel to staff community libraries which may be established. In the event personnel are employed, the City will reimburse the County for the salaries paid to those personnel. No personnel so employed shall be considered employees of the City or have any rights or privileges under any Civil Service law or pension law of the City.

9. Regional Library Program. The parties intend to procure and provide all services for a Regional Library Program, and, as financial and other circumstances permit, to provide library materials, staff and services, according to accepted library standards, where they are needed, and in places and during hours where and when they may be available to all persons in Nassau County.

10. Future Service Plan. At least 30 days prior to the expiration of this Agreement, the City shall furnish a plan of future service to the County Library Advisory Committee and to the Board of County Commissioners based on the experience of this Agreement.

11. Insurance. The County agrees to maintain during the life of this Agreement all risk insurance, subject to standard exclusions, on the community library buildings, if any, and their contents except books. The City shall provide insurance against loss or damage to books.

12. Effective Date. This Agreement becomes effective upon the execution by the parties to provide library service during the period from October 1, 1973, to September 30, 1974, and shall remain in effect unless cancelled in accordance with the terms of section 13.

13. Cancellation. Either party may cancel this Agreement by written notice delivered to the other, but notice must be delivered at least ninety (90) days prior to October 1st of each year, to take effect on October 1st. In the event the City shall cancel this contract, any unused portion of payment made to it by the County shall be returned to the County.

IN WITNESS WHEREOF the parties have caused these presents to be duly executed by their respective officers as of the day and year first above written.

(SEAL)

[Signature]

NASSAU COUNTY, FLORIDA
County Commission

David H. Buchanan
Chairman

Eugene W. Suter
Chairman, Library Board of
Jacksonville

ATTEST:

[Signature]
Corporation Secretary

[Signature]
Mayor, City of Jacksonville

I approve this contract, having ascertained that there is an unexpended, unencumbered and unimpounded balance in the applicable appropriation sufficient to cover obligations of this contract.

[Signature]
Director of Finance
Contract 3196-4 SKB

Form approved:

William D. Moore
Assistant Counsel
City of Jacksonville