

JACKSONVILLE PUBLIC LIBRARY

HAYDON BURNS LIBRARY

122 NORTH OCEAN STREET, JACKSONVILLE, FLORIDA 32202

TELEPHONE 633-2107

October 25, 1974

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

Board of Library Trustees

Dr. Sidney M. Lefkowitz
Chairman

Edward A. Charron
Vice-Chairman

Roy T. Lord
Secretary

Cecil C. Bailey

Raymond A. David

Mrs. Robert F. Nance

Dr. A. Joseph Reddick

Mrs. A. B. Stephenson

John J. Sulik

Director of Libraries
Harry Brinton

Dear Mr. Oxley:

Submitted herewith is a fully executed copy of Contract No. 3196-5 between the City of Jacksonville and Nassau County covering library services for the year ending September 30, 1975.

We look forward to working with members of the Nassau County commission and residents of Nassau County in providing library service during the coming year. If there is any question regarding this contract, please feel free to call me.

Sincerely,



Harry Brinton
Director of Libraries

HB/dbp

Encl.

cc: Lorraine Schaeffer



OFFICE OF
GENERAL COUNSEL

CITY OF JACKSONVILLE
1300 CITY HALL
JACKSONVILLE, FLORIDA 32202

HARRY L. SHORSTEIN
GENERAL COUNSEL

October 23, 1974

AREA CODE 904
633-2460

Mr. Harry Brinton
Director of Libraries
Jacksonville, Florida

Dear Mr. Brinton:

Transmitted herewith for your use and disposition are two (2) fully-executed copies of Contract No. 3196-5 between the City of Jacksonville, through its Board of Library Trustees, and Nassau County, covering library services for the year ending September 30, 1975.

A fully-executed copy is being retained in my files, and a Xerox copy is being furnished to the City Accountant, and to the General Counsel.

Yours very truly,

A handwritten signature in cursive script, appearing to read "J. M. Ingram".

J. M. Ingram
Corporation Secretary
1410 City Hall

JMI:cc

Cy--*City Accountant
*General Counsel

AGREEMENT

THIS AGREEMENT, made this 1st day of October, 1974 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 Fifty Thousand Three Hundred Sixty-three Dollars (\$50,363.00), plus Eleven Thousand Dollars (\$11,000.00) 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, 1975. The County will pay the City in the following manner: Five Thousand Dollars (\$5,000.00) in November, 1974, Twenty Thousand Dollars (\$20,000.00) in January, 1975, and Twenty-five Thousand Three Hundred Sixty-three Dollars (\$25,363.00) prior to June 1, 1975, 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 the 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.

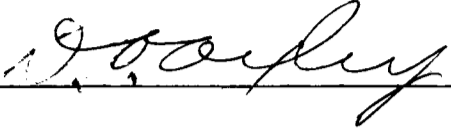
12. Effective Date. This Agreement becomes effective upon the execution by the parties to provide library service during the period from October 1, 1974 to September 30, 1975 and shall remain in effect unless cancelled in accordance with the terms of section 13.

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.

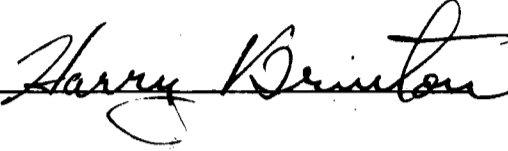
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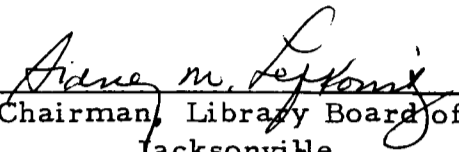
NASSAU COUNTY, FLORIDA
County Commission





Chairman



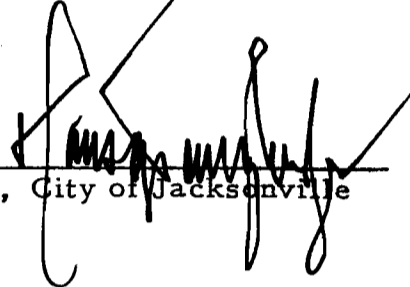


Chairman, Library Board of
Jacksonville

ATTEST:

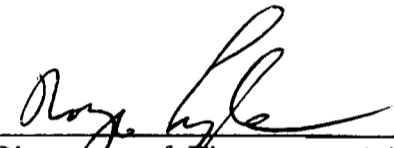


Corporation Secretary



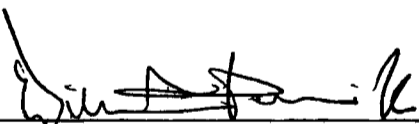
Mayor, City of Jacksonville

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.



Director of Finance
CONTRACT 3196-5

Form approved:



Assistant Counsel
City of Jacksonville

JACKSONVILLE PUBLIC LIBRARY

September 8, 1975

HAYDON BURNS LIBRARY
122 NORTH OCEAN STREET, JACKSONVILLE, FLORIDA 32202
TELEPHONE 633-2107

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

Board of Library Trustees

Dr. Sidney M. Lefkowitz
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Raymond A. David

Mrs. Robert F. Nance

Dr. A. Joseph Reddick

William J. Staten

Mrs. A. B. Stephenson

John J. Sulik

Director of Libraries

Harry Brinton

Dear Mr. Oxley:

We are forwarding to you three sets of the Application and Agreement forms for State Aid to Libraries for Nassau County and the Municipal Libraries Affidavit. These State Aid forms do vary occasionally from one year to another but if you have any questions, please do not hesitate to call me.

Upon completion of these forms by the Nassau County Commission and the City of Fernandina Beach, one set should be forwarded to the Florida State Library in Tallahassee by October 1, 1975 and we would appreciate receiving one set for our files.

We look forward to another year of library service and will welcome your suggestions at any time.

Sincerely,



Harry Brinton
Director of Libraries

HB/dab

Encl.: (3) Application and Agreement for State Aid to Libraries for Nassau County
(3) Municipal Libraries Contracting with Counties Affidavit

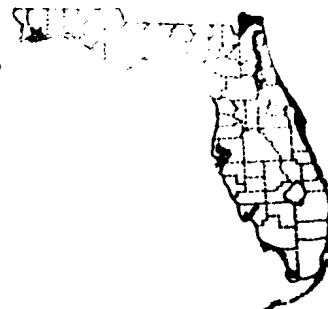


NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS

FERNANDINA BEACH, FLORIDA 32034

D. O. OXLEY, EX OFFICIO CLERK



JOHN F. ARMSTRONG, SR.
CHAIRMAN
DIST. NO. 2 CALLAHAN
ADAM H. FISHER
VICE CHAIRMAN
DIST. NO. 3 YULEE
A. RAY BEVILLE
DIST. NO. 1 FERNANDINA BEACH
HAZEL JONES
DIST. NO. 2 FERNANDINA BEACH
DOUGLAS HODGES
DIST. NO. 4 HILLIARD

September 1, 1975

ARTHUR I. JACOBS
ATTORNEY
RICHARD L. KING, P.E.
REGISTERED ENGINEER
MELVIN F. DOUGHERTY
BUILDING OFFICIAL
AND INSPECTOR

Mr. Harry Brinton
Director of Libraries
Haydon Burns Library
122 North Ocean St.
Jacksonville, Florida 32202

Dear Mr. Brinton:

Enclosed please find two copies of the Application and Agreement for State Aid to Libraries. We would appreciate it very much if you would forward one copy to the Florida State Library in Tallahassee after you have examined same.

Your cooperation in this matter will be appreciated.

Very truly yours,

D. O. Oxley
Ex-Officio Clerk

DOO/gg

Enc.