

A G R E E M E N T

THIS AGREEMENT, made as of this 26th day of October 1992, 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;

W I T N E S S E T H:

1. **Consideration.** The County agrees to pay the City a total of 229,585, consisting of 41,586 from the City of Fernandina Beach, all state aid monies, and the balance from County sources for the cost of administrative services, books and the use of the City's libraries, to be provided for the County for the year ending September 30, 1993. The County will pay this amount to the City in the following manner: 10,000 in December 1992; 10,000 in January 1993; and the remainder of the County sources commitment immediately after receipt of the state aid which will enable the County to calculate its contribution; and all library monies from Fernandina Beach, ~~Callahan~~, and the state aid as soon as they are received and in any event prior to the end of the fiscal year, September 30, 1993.

2. **Jacksonville Library Use.** The City agrees that residents of Nassau County shall be entitled to the use of all of the facilities of the City's library system without charge, subject to all the laws, rules and regulations prescribed for the City's users of the library system.

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

4. **Book Collection.** The City in its sole discretion will purchase books for the County as recommended by local library staff within the limitation of funds provided in this Agreement and the books so purchased will become the property of the County.

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. Expenses incident to the bookmobile service shall be borne by the County. The City will pay from the funds provided by the County the expenses for electricity, heat, telephone, custodial services and supplies for the County library units. Rent for the Fernandina Beach Library shall be provided by the City of Fernandina Beach.

6. **Management and Cooperation.** The City shall manage and operate the library service provided, under the direction of the Director of the Jacksonville Public Libraries. The City agrees to consult with the County in the execution of this contract and to admit and encourage a representative of the County Library Advisory Committee upon its Board of Library Trustees 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 recommendation 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 an employee 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 planning, cooperation and coordination of 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 (thirty) 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 on the County library buildings, and their contents. The City of Fernandina Beach shall maintain all risk insurance on its building.

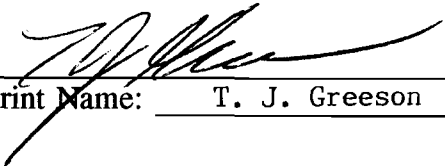
12. **Term.** This Agreement to provide library service shall commence on October 1, 1992 and shall be and remain in full force and effect through September 30, 1993, unless cancelled in accordance with the terms of Section 13.

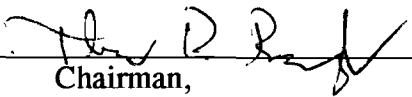
13. **Cancellation.** Either party may cancel this Agreement by written notice delivered to the other, but notice must be delivered at least 180 days prior to October 1st. In the event the City shall cancel this contract, any unused portion of payment made to it by the County shall be returned to the County.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

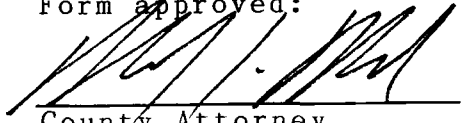
ATTEST:

NASSAU COUNTY

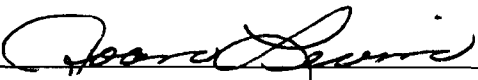

Print Name: T. J. Greeson

By 
Chairman,
Nassau County Commission

Form approved:



County Attorney
Print Name: Donna D. Long


JACKSONVILLE PUBLIC LIBRARIES

By 
Joan Levin, Chairman
Board of Library Trustees

ATTEST:

CITY OF JACKSONVILLE

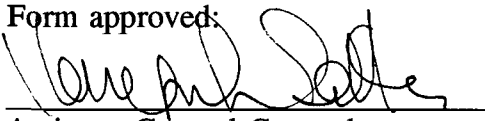

Linnie C. Williams
Corporation Secretary

By 
Ed Austin, Mayor
City of Jacksonville
L. A. Hester
Chief Administrative Officer
For: Mayor Ed Austin
Under Authority of
Executive Order No. 91-149

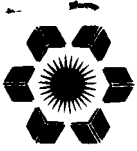
I approve this contract, having ascertained that there is an unexpended, unencumbered and unimpounded balance in the applicable appropriation sufficient to cover obligations of this contract.


Print Name: _____
Director of Administration and Finance

Form approved:


Assistant General Counsel
City of Jacksonville

AMR
5865-11



Jacksonville
P u b l i c
Libraries

December 9, 1992

Director
Judith L. Williams

Assistant Director
Sylvia C. Cornell

Main Library
122 North Ocean Street
Jacksonville, Florida
32202-3374

(904) 630-1994

Mr. Jerry Greeson
Ex-Officio Clerk
Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, FL 32034

Dear Mr. Greeson:

Enclosed is a signed copy of the annual contractual agreement between Nassau County and the City of Jacksonville. Please let me know if I can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Judith L. Williams".

Judith L. Williams
Director of Libraries

c: Cathy Lewis
Carolyn Fitz

Enclosure

JLW/dl
Greeson