

LIBRARY AGREEMENT

BETWEEN

FLORIDA STATE COLLEGE AT JACKSONVILLE
501 WEST STATE STREET
JACKSONVILLE, FL 32202

AND

NASSAU COUNTY BOARD OF COMMISSIONERS
96160 NASSAU PLACE
YULEE, FL 32097

I. SCOPE OF AGREEMENT

A. Parties Involved

This Agreement (“Agreement”), is effective as of July 1, 2009 by and between Florida State College at Jacksonville (College) and the Nassau County Board of Commissioners for the specified library services as described herein, and is in effect until June 30, 2011.

B. Overview

There is a need for expanded library services for College students at the Betty P. Cook Nassau Center (“Nassau Center Library”) and for the residents of Nassau County and specifically those who reside in the Yulee area. This Agreement extends the structure for collaboration between College and the Nassau County Public Library System (NCPL) to meet these library needs. Specifically, this Agreement provides for facilities, staff, and a library collection for the utilization by College students and citizens of Nassau County. Individuals who use the Nassau Center Library may borrow from one or both institutional collections if the appropriate memberships (College and/or Nassau Library) are current in both systems. NCPL and College will work cooperatively to provide a seamless circulation and support system for users, regardless of which system owns the library materials.

II. RESPONSIBILITIES OF NCPL

A. NCPL will provide two (2) full-time employees who will be permanent Nassau County employees, compensated by the Nassau County Board of County Commissioners. All library employees (NCPL & College’s Nassau Center) will be trained in all applications and policies of NCPL, by NCPL staff, and trained in all applications and policies of College by College staff. Employees will be responsible for performing library duties at the College’s Nassau Center Library using the applicable library software and systems. NCPL employees will be responsible for performing library duties at the College’s Nassau Center, and at remaining NCPL libraries when not needed at College.

- B. NCPL will provide a collection of approximately 5,000 items that includes books and audiovisual materials.
- C. NCPL will provide and fund all software programs and licenses as necessary to maintain their distinct circulation systems and standard services. This includes any database licenses required and any equipment required to process library cards. All collection and circulation system consumable support materials, needed for the maintenance and operation of the NCPL collection/circulation will be the responsibility of the NCPL.
- D. NCPL will train College staff in operating the NCPL circulation system.
- E. NCPL will provide a receipt printer for the circulation computer.
- F. Cataloguing and maintaining inventory of all NCPL circulation materials and inter-library loan systems will be the responsibility of the NCPL staff. Inter-library loan requests for any patron will be handled and placed by the NCPL or College staff member on duty.
- G. NCPL will provide liability insurance, workers compensation insurance on their employees, and insurance on their collection of library materials. Proof of insurance will be reviewed and approved by the College's risk manager.
- H. NCPL employed staff will have responsibilities to monitor the access to the adjacent computer lab according to established policies and practices as agreed upon by College and the NCPL.

III. RESPONSIBILITIES OF COLLEGE

- A. College will be responsible for the management and supervision of the Nassau Center Library. The College's Learning Center Manager will be responsible for scheduling staff and for the daily on-site supervision of staff. Scheduling of NCPL staff will be performed collaboratively between the College's Learning Center Manager and the Director of the Nassau County Public Library System. Evaluation of NCPL employed staff will be the responsibility of the NCPL with input from the College's Learning Center Manager.
- B. Within facilities that are currently in place, College will provide and maintain the utilities, physical facilities, and equipment for the Nassau Center Library, consisting of approximately 3,580 square feet located in Building 29 of the Nassau Center. This will include all equipment that is typical and needed for a College library.
- C. College will provide one full-time Learning Center Manager, one full-time library assistant, and two part-time library assistants.
- D. College will provide office space to be shared by both NCPL and College library staff.

- E. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act.

IV. OPERATING PRACTICES

- A. Hours of operation will correspond with the normal operating hours of College.
- B. Procedures will be developed to accommodate NCPL children's hours.
- C. The Nassau Center Library will house two (2) separate and distinct circulation systems. The College and NCPL collections will be owned by the parties that originally purchased the items and will remain with the original purchaser upon the conclusion, termination or extension of this Agreement.
- D. All library employees will be trained to use both circulation systems and will serve both College members and Nassau County residents.
- E. College and NCPL will meet and work together as needed to resolve any issues.
- F. College library rules and regulations will be followed. Requests for modifications will be addressed and considered. Circulation policies will be the responsibility of the owners of the collections that are being circulated.

V. REPORTING RELATIONSHIPS

- A. The College's Nassau Center Director ("Center Director") will be responsible for the Nassau Center including the portion containing the Nassau Center Library. The Center Director will assure that all rules and regulations of College are enforced. College and the NCPL will meet as needed with the NCPL to resolve operational issues.
- B. The NCPL Library Director will work closely with the Center Director and the Learning Center Manager to ensure that all agreed upon policies and procedures are supported. The NCPL Library Director will report annually on the success of the cooperative library project.

VI. GENERAL

- A. This Agreement may be amended or extended only by mutual written consent of both parties unless either party is required to change the Agreement by statutes, executive orders, directives, or other government requirements.
- B. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate. In addition, College's obligations are subject to annual funding by the Florida State Legislature, and may be subject to termination due to a lack of funding.

- C. This Agreement may be terminated by either party by giving written notice to the other party of intention to do so. Such notice of intention to terminate shall be given in writing to the other party no less than 60 days prior to termination date, unless both parties mutually agree on an alternative period in writing. Termination by either party shall not be the basis for any claim by NCPL or College.
- D. Florida State College at Jacksonville is a political subdivision of the State of Florida. As such, the College's performance under this Agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all state laws, state regulations and District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. As the College is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues.

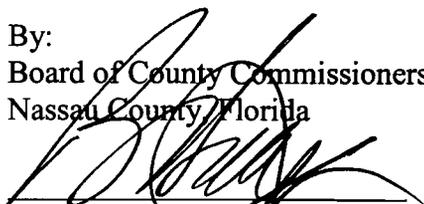
IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of day and year last written below.

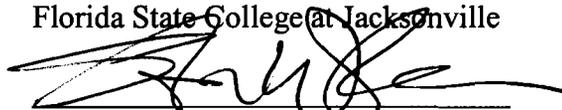
NASSAU COUNTY BOARD OF COMMISSIONERS

FLORIDA STATE COLLEGE AT JACKSONVILLE

By:
Board of County Commissioners
Nassau County, Florida

By:
District Board of Trustees
Florida State College at Jacksonville


Barry Holloway, Chair

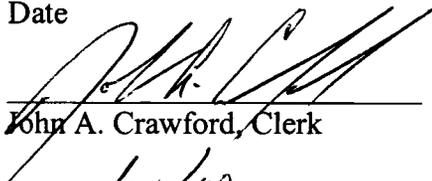

Dr. Steven R. Wallace, President

11-23-09
Date

August 4, 2009
Date

John A. Crawford, Clerk

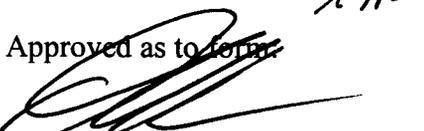
Approved at to form:


11/30/09
Date


Alison K. Henderson, Senior Counsel

Approved as to form:

August 4, 2009
Date


David Hallman, Attorney

11-23-09
Date