

LIBRARY USE AGREEMENT

THIS LIBRARY USE AGREEMENT (“Agreement”), is effective as of November 1, 2011 by and between Florida State College at Jacksonville, a political division of the State of Florida (“College”) and the Nassau County Board of Commissioners for the specified library services as described herein, and is in effect until June 30, 2013.

WHEREAS, the College provides library services for College students at the Betty P. Cook Nassau Center Library (“Nassau Center Library”) located on the Nassau Center Campus; and

WHEREAS, the College and the Nassau County Public Library (“NCPL”) have collaborated to provide library services to residents of Yulee and College Students whereby the individuals may borrow from one or both institutions; and

WHEREAS, the parties are desirous of entering into this Agreement with each other to continue to provide the expanded library services to residents of Yulee and College students; and

NOW, THEREFORE, in consideration of the recitals set forth above, which by this reference are hereby incorporated herein, and the respective promises and obligations provided herein, and the mutual benefits received by the Parties hereto, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. RESPONSIBILITIES OF NCPL

- A. NCPL will provide one (1) full-time employee who is a permanent Nassau County employee, compensated by the Nassau County Board of County Commissioners. NCPL staff shall train its employees and the College Nassau Center employees in all its applications and policies including but not limited to NCPL circulation systems. 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. The NCPL books and materials shall be separately marked and shall be separate from the College’s collection.
- C. NCPL will provide and fund all software programs and licenses as necessary to maintain its distinct circulation systems and standard services. This includes any database licenses required and any equipment required to process library cards. NCPL will be responsible for all collection and circulation system consumable support materials, needed for the maintenance and operation of the NCPL collection/circulation.
- 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 and other property. All insurance must be written on a primary basis, non-contributory with any other insurance coverages and self-insurance carried by the College, and must include a waiver of subrogation against the College. NCPL is not relieved of any liability or other obligation assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- H. NCPL employed staff will have responsibilities to monitor the access to the College's computer lab according to established policies and practices as agreed upon by College and the NCPL.
- I. NCPL is responsible for scheduling the NCPL staff with collaboration of the College's Learning Center Manager. In the event NCPL employee is on planned or extensive leave, NCPL will schedule a substitute employee at the Nassau Center.
- J. NCPL shall be responsible for evaluating of NCPL staff with input from the College's Learning Center Manager.

II. 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 Nassau Center Library staff and for the daily on-site supervision of its staff.
- B. College will provide the Nassau Center Library, consisting of approximately 3,580 square feet located in Building 29 of the Nassau Center for use by NCPL to house its library collection. College shall maintain the utilities, physical facilities and equipment at the Nassau Center Library, including all equipment that is typical and needed for a College library. The College shall not be responsible for the maintenance, care and insurance of the NCPL's collection and or damage to the NCPL's collection. NCPL shall hold the College harmless for all damage and destruction of any kind and from any cause whatsoever to any NCPL property.
- C. College will provide one full-time Learning Center Manager, one full-time library assistant, and two part-time library assistants.
- D. College shall provide training to NCPL staff of its applications including, but not limited to, the College's circulation system application, and policies.

- E. College staff may have responsibilities to monitor the access to the College's computer lab according to established policies and practices as agreed upon by the College and the NCPL.
- F. Inter-library loan request for any patron may be handled and placed by the College staff member on duty.
- G. College will provide office space to be shared by both NCPL and College library staff.
- H. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act.

III. OPERATING PRACTICES

- A. NCPL 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 containing each institution's respective collections. The collections will be owned by the party that originally owned the items prior to the execution of this Agreement and will remain with the respective owner 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.

IV. REPORTING RELATIONSHIPS

- A. The College's Nassau Center Executive Director ("Center Executive 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 Executive 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.

V. 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 may 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 sixty (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. Any notice required or permitted by this Agreement shall be given to the following representative of each party, at the address set forth below, by hand delivery; by registered mail, return receipt requested; or by overnight mail or courier service, signed acknowledgement of receipt required. Notice shall be deemed as given on the day of receipt of the notice, as indicated on the signed and dated receipt of acknowledgement, or on the date of hand delivery

If to College: Florida State College at Jacksonville
501 West State Street
Jacksonville, FL 32202

With a copy to: General Counsel
Florida State College at Jacksonville
501 West State Street
Jacksonville, FL 32202

If to Nassau County
Board of
Commissioners: 96135 Nassau Place, Suite 2
Yulee, FL 32097

With a copy to: Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097

- E. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither Party shall have the power to bind the other party or contract in the name of the other Party. All

persons employed by a party in connection with this Agreement shall be considered employees of that Party and shall in no way, either directly or indirectly, be considered employees or agents of the other Party.

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.

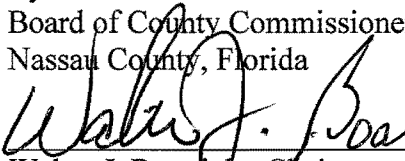
IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of day and year last written below.

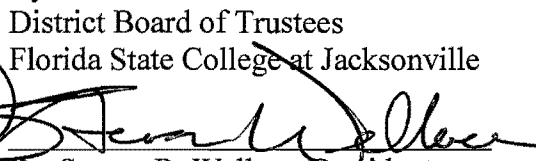
NASSAU COUNTY BOARD OF COMMISSIONERS

FLORIDA STATE COLLEGE AT JACKSONVILLE

By:
Board of County Commissioners
Nassau County, Florida


By:
District Board of Trustees
Florida State College at Jacksonville

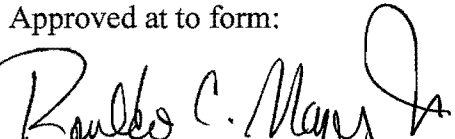

Walter J. Boatright, Chair

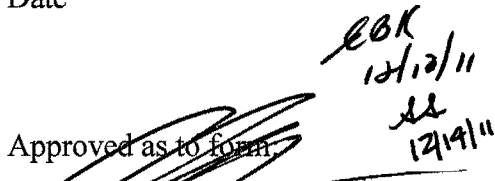

Dr. Steven R. Wallace, President

12-12-11
Date

11/4/11
Date


John A. Crawford, Clerk
397
12/14/11
Date

Approved at to form:

Romualdo C. Marquinez, Jr.,
Assistant General Counsel

Approved as to form:

EBK
12/12/11
ll
12/14/11
Date
David Hallman, Attorney

11/04/11
Date

12-12-11
Date