

CS-20-252

BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM3021

GENERAL INFORMATION

Requesting Department: Libraries
 Contact Person: Dawn S. Bostwick
 Telephone: (904) 530-6501 Fax: (904) 277-7366 Email: dbostwick@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: FSCJ
 Address: 501 West State Street, Suite 403 Jacksonville, FL 32202
City State Zip
 Contractor's Administrator Name: Donna Martin Title: Executive Director, Nassau Center
 Telephone: (904) 548-4414 Fax: () Email: Donna.Martin@fscj.edu

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)
 Authorized Signatory Name: Albert P. Little & Romualdo C. Marquinez, Jr
 Authorized Signatory Email: al.little@fscj.edu & rmarquin@fscj.edu

CONTRACT INFORMATION

Contract Name: FSCJ Library Use Agreement
 Description: Use of College classroom to provide public library service to residents of Nassau County.
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.
 Terms: Payment Period: N/A Amount per Period: N/A
 Total Amount of Contract: N/A
APPROXIMATE IF NECESSARY
 Source of Funds: N/A Termination/Cancellation: 60 days written notice
 Authorized Signatory: Taco Pope, County Manager
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC
 Contract Dates: From: July 1, 2021 to: June 30, 2023
 Status: New Renew Amend# WA/Task Order
 How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other
If Processing an Amendment:
 Contract #: _____ Increased Amount of Existing Contract: _____
 New Contract Dates: _____ to _____ Total or Amendment Amount: _____

Continued on next page

CHECKLIST		
<i>Complete and attach before sending contract for final signature</i>		
Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	DSB
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	DSB
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	DSB
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	DSB
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	N/A
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	DSB
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	N/A
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	DSB
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	DSB
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	N/A
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	DSB

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. *Dawn Postwick* 7/6/21 Library
 Department Head Signature Date Submitting Department
2. *Marshall Eyerman* 7/8/2021 _____
 Procurement Date Funding Source/Acct #
3. *Megan Diehl* _____
 Office of Management & Budget Date
4. *Michael S. Mullin* 7/8/2021 _____
 County Attorney/Contract Management Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *Taco E. Popey AICP* 7/8/2021
 County Manager Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance

LIBRARY USE AGREEMENT

THIS LIBRARY USE AGREEMENT ("Agreement"), is effective as of July 1, 2021 (Effective Date'), by and between The District Board of Trustees of Florida State College at Jacksonville, a public body corporate 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, 2023.

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 Nassau County Public Library ("NCPL") is a department of the Nassau County Board of County Commissioners; 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 staff who are compensated by NCPL to serve NCPL patrons during the full range of the NCPL library's operating hours. NCPL hours must fall within the hours of operation with the Nassau Center.
- B. NCPL staff shall train its employees in all of its applications and policies, including but not limited to NCPL circulation systems. NCPL employees will be responsible for performing library duties at the NCPL branch located at the Nassau Center.
- C. NCPL's library collection shall be separately marked and shall be separate from the College's collection.
- D. 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.

- E. Cataloging and maintaining inventory of all NCPL circulation materials and interlibrary loan systems will be the responsibility of the NCPL staff.
- F. NCPL will provide liability insurance, workers' compensation insurance on its employees, and insurance on its collection of library materials. Proof of insurance will be reviewed and approved by the College's risk manager.
- G. NCPL is responsible for scheduling NCPL employees to staff the NCPL branch library located at the Nassau Center.
- H. NCPL shall be responsible for evaluating and supervising NCPL staff employed in the NCPL library facility.
- I. The NCPL IT department may have access to their Nassau Center Library network area during FSCJ operating hours provided NCPL IT obtains advanced written approval from the FSCJ IT department at least one day in advance.

II. RESPONSIBILITIES OF COLLEGE

- A. College will be responsible for the management and supervision of the Nassau Center Library. The College's library administrator will be responsible for scheduling Nassau Center Library staff and for the daily on-site supervision of the staff.
- B. College will provide room B-110, consisting of approximately 1631 square feet located in Building 29 of the Nassau Center for use by NCPL to house its library collection. College shall maintain the utilities and physical facilities in the space occupied by NCPL for a 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 or equipment.
- C. College will provide staff who are compensated by Florida State College at Jacksonville to serve College patrons during the full range of the Nassau Center library's operating hours.
- D. 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 fall within the normal operating hours of the Nassau Center.
- B. Procedures will be developed to accommodate NCPL children's hours.

- C. Nassau Center Library hours of operation will be designed to align with the College's academic calendar and based upon the guidance of Library and Learning Commons leadership and the Nassau Center Executive Director.
- D. The NCPL and the Nassau Center Library shall maintain 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.

IV. COLLABORATION

- A. The Nassau Center Library and NCPL will work to identify opportunities to collaborate to offer engaging programming and to support initiatives that will promote the growth of each library system and serve the needs of public library and College patrons.

V. 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 the College are enforced. College and NCPL library personnel will meet as needed to resolve operational issues.
- B. The NCPL Library Director will work closely with the Center Executive Director 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. 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, the 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.
- B. 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 fewer 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.

C. 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: Donna Martin
Executive Director, Nassau Center
Florida State College at Jacksonville
76346 William Burgess Blvd.
Yulee, FL 32097

With a copy to: Office of General Counsel
Florida State College at Jacksonville
501 West State Street, Suite 403
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

D. 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.

E. College 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. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, F. S. 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.

F. College, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The Parties agree to comply with applicable Florida Statutes as it relates to the generation, maintenance and provision of access to all public records as it relates to this Agreement.

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

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

FLORIDA STATE COLLEGE AT
AT JACKSONVILLE

By:

By:

Taco E. Pope, AICP
Taco E. Pope, AICP, County Manager
Its: Designee

Albert P. Little
Albert P. Little
Vice President for Business Services

7/8/2021

7/10/2021

Date

Date

Approved at to form:

Romualdo C. Marquinez, Jr.
Romualdo C. Marquinez, Jr.,
Assistant General Counsel

7/12/2021

Date