

LIBRARY USE AGREEMENT

THIS LIBRARY USE AGREEMENT ("Agreement"), is effective as of July 1, 2023 ("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 County Commissioners ("County") for the specified library services as described herein, and is in effect until June 30, 2026 unless earlier terminated pursuant to the terms of this Agreement.

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

WHEREAS, the Nassau County Public Library ("NC Public Library") is a department of the County; and

WHEREAS, the County wishes to use space at the Nassau Center for a branch of the NC Public Library ("NC Public Library Branch"); and

WHEREAS, the College, in furtherance of its desire to facilitate community education and literacy, wishes to provide such space to the County for such use;

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

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 NC PUBLIC LIBRARY

- A. NC Public Library shall provide staff who are employed, trained, and compensated by the County to serve the NC Public Library patrons during the NC Public Library Branch's operating hours. The NC Public Library Branch's operating hours shall fall within the hours of operation of the Nassau Center. College shall not be responsible for staffing or compensating NCPL employees working in the NC Public Library Branch.

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- B. At all times during the term of this Agreement, NC Public Library Branch's library collection shall be separately marked and kept separate from the College's collection.
- C. NC Public Library shall provide fund and maintain all software programs and licenses as necessary to maintain its distinct circulation systems and standard services: this requirement shall include any required database licenses required and any required equipment to process library cards. NC Public Library shall be responsible for all collection and circulation system consumable support materials needed for the maintenance and operation of the NC Public Library collection/circulation. College shall not be responsible for providing to NC Public Library any software, programs, licenses, or consumable materials necessary for NC Public Library to operate the NC Public Library Branch.
- D. Cataloging and maintaining inventory of all NC Public Library circulation materials and interlibrary loan systems shall be the responsibility of the NC Public Library staff.
- E. NC Public Library shall maintain, at its own cost and expense, general liability insurance covering NC Public Library as an entity and each of its employees against general liability claims, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. Such insurance shall be on a per occurrence basis. NC Public Library shall also maintain workers' compensation insurance on its employees, and insurance on its collection of library materials. Proof of such insurance shall be provided to College's risk manager for review and approval prior to execution of this Agreement.
- F. Each party shall be solely responsible for its own actions and negligence and each party agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time, or of any defense available to either party. Nothing herein shall be construed as consent by any agency to be sued by third parties in any matter, whether arising out of this agreement or any other contract.
- G. The NC Public Library IT department may have access to the Nassau Center Library network area during College operating hours provided NC Public Library IT obtains advanced written approval from the College's IT department at least 24 hours in advance.

II. RESPONSIBILITIES OF COLLEGE

- A. College shall be solely responsible for the management and supervision of the Nassau Center Library. The College's library administrator shall be responsible for scheduling the Nassau Center Library staff and for the daily on-site supervision of the College's

staff. Neither NC Public Library, nor any NC Public Library employees, shall have any management, supervisory, or staffing responsibilities over the Nassau Center Library.

- B. College shall provide room B-110, consisting of approximately 1631 square feet located in Building 29 of the Nassau Center for use by NC Public Library to house its library collection. College shall maintain the utilities and physical facilities in the space occupied by NC Public Library for a library. The College shall not be responsible for the maintenance, care, or insurance of the NC Public Library's collection and/or any damage to the NC Public Library's collection or equipment.
- C. College shall provide staff who are compensated by College to serve College patrons at the Nassau Center Library 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 to the extent applicable.

III. OPERATING PRACTICES

- A. NC Public Library Branch hours of operation shall fall within the normal operating hours of the Nassau Center. NC Public Library's visitors shall not have access to the Nassau Center Library.
- B. Procedures shall be developed to accommodate NC Public Library children's hours. NC Public Library shall ensure, and shall notify its visitors, that all children visiting the NC Public Library Branch shall be accompanied by an adult at all times. Further, NC Public Library shall notify its visitors that they are only permitted to access the NC Public Library Branch and are not permitted to access the Nassau Center Library.
- C. Nassau Center Library and NC Public Library Branch's hours of operation shall be designed to align with the College's academic calendar and may be amended based upon the guidance of Library and Learning Commons leadership and the Nassau Campus Dean ("Campus Dean").
- D. At all times during the course of this Agreement, the NC Public Library Branch and the Nassau Center Library shall maintain two (2) wholly separate and distinct circulation systems, containing each institution's respective collections. The collections shall be owned by the party that originally owned the items prior to the execution of this Agreement and shall remain with the respective owner upon the conclusion, termination or extension of this Agreement.

IV. COLLABORATION

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

V. REPORTING RELATIONSHIPS

- A. The College's Executive Director of Campus Operations, Events and Special Projects ("Executive Director") and Campus Dean shall be responsible for the Nassau Center, including the portion containing the Nassau Center Library. The Executive Director and Campus Dean shall assure that all rules and regulations of the College are enforced. College and NC Public Library personnel shall meet as needed to resolve operational issues.
- B. The NC Public Library Director shall work closely with the Campus Dean and Executive Director to ensure that all agreed upon policies and procedures are followed. The NC Public Library Director shall report annually to the Executive Director and Campus Dean 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. Appropriations necessary for the funding of this Agreement shall be adopted annually by the County during the regular budget process. Non-appropriation by the County 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 providing the other party with sixty (60) days' prior written notice.
- 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: Executive Director of Campus Operations
 Florida State College at Jacksonville
 9911 Old Baymeadows Road, Suite D-2411
 Jacksonville, FL 32256

With a copy to: Office of General Counsel
 Florida State College at Jacksonville
 501 West State Street, Suite 403
 Jacksonville, FL 32202

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

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

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. Specifically, fulfillment of a Party's obligations under this Agreement shall not entitle that Party's employees to any benefits from the other Party, including worker's compensation benefits, state disability insurance benefits, state re-employment benefits, Federal social security benefits, or any other benefits normally created by an employer/employee relationship.

- D. 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 either party to be sued; or (iii) a waiver of sovereign immunity of either party 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.
- E. Both parties are 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.
- F. This Agreement shall be interpreted, construed, and enforced pursuant to the laws of the State of Florida without regard to its conflict of laws principles. The parties further agree that the state and federal courts sitting in Nassau County, Florida shall have exclusive jurisdiction over, and be the exclusive venue for, any disputes arising out of this Agreement.
- G. College is not responsible for any loss or damage to NC Public Library's collections or equipment.

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- H. Both parties shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations as well as their own respective institutional rules and regulations.
- I. This Agreement may not be assigned by either Party without the prior written consent of the non-assigning party.
- J. This Agreement is made solely for the benefit of NC Public Library and College, and is not intended to create rights or any cause of action in any third parties.
- K. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.
- L. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither College nor NC Public Library make any representations, warranties, covenants or undertakings of any kind, express or implied.

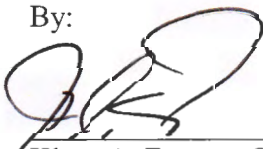
IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of day and year last written below.

NASSAU COUNTY BOARD OF COMMISSIONERS

FLORIDA STATE COLLEGE AT AT JACKSONVILLE

By:

By:



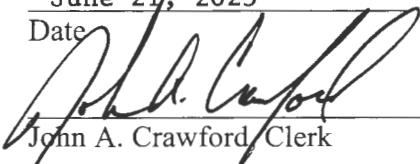
Wanda Ford

Klynt A. Farmer, Chair

Dr. Wanda Ford
Vice President for Business Services

June 21, 2023
Date

5/30/2023
Date



John A. Crawford, Clerk

June 21, 2023
Date

Approved as to form:

Denise C. May

CM3391

Nassau County Attorney

5/25/2023

Date