

## LIBRARY USE AGREEMENT

THIS LIBRARY USE AGREEMENT ("Agreement"), is effective as of January 1, 2020 (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, 2021.

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:

### 1. 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.

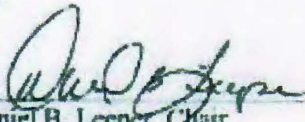
F. College is a political subdivision of the State of Florida. As such, the College's performance under this Agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all state laws, state regulations and District Board of Trustee Rules which are 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  
COMMISSIONERS**

By:

  
Daniel B. Leeper, Chair

April 8, 2020

Date

  
John A. Crawford, Clerk

April 8, 2020

Date

Approved as to form:

  
Nassau County Attorney

Date

**FLORIDA STATE COLLEGE AT  
AT JACKSONVILLE**

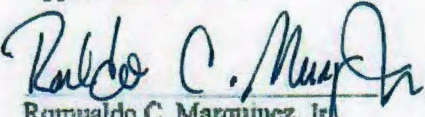
By:

  
Albert P. Little  
Vice President for Business Services

4-28-20

Date

Approved as to form:

  
Romualdo C. Marquez, Jr.  
Assistant General Counsel

04/28/2020

Date