

## LIBRARY USE AGREEMENT

THIS LIBRARY USE AGREEMENT ("Agreement"), is effective as of July 1, 2017, 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, 2019.

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 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 ensure that there are employees who are permanent Nassau County employees, compensated by the Nassau County Board of County Commissioners, who are available to serve NCPL patrons from 8:00 a.m. until 6:00 p.m. Monday through Thursday and 8:00 a.m.-12:00 p.m. on Fridays.
- B. 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.
- C. An NCPL staff member will be the primary service contact for NCPL patrons, with a staff member from FSCJ serving as backup if needed.

- D. 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.
- E. 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.
- F. NCPL will train College staff in operating the NCPL circulation system.
- G. NCPL will provide a receipt printer for the circulation computer.
- H. Cataloging and maintaining inventory of all NCPL circulation materials and interlibrary loan systems will be the responsibility of the NCPL staff.
- I. 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.
- J. NCPL employed staff will have responsibilities to monitor access to the College's computer lab according to established policies and practices as agreed upon by College and NCPL.
- K. NCPL is responsible for scheduling NCPL staff with collaboration of the College's library administrator. In the event NCPL employees are on planned or extensive leave, NCPL will schedule substitute employees at the Nassau Center. NCPL staff will inform the FSCJ library administrator of the absence and coverage plan and identify any resources, such as IT access or operating procedures, that will be needed by NCPL's substitute staff members.
- L. NCPL shall be responsible for evaluating NCPL staff with input from the College's library administrator.

## 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 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 typically 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.

- C. College will provide staff who are compensated by Florida State College at Jacksonville to serve College patrons during the full range of the College library's operating hours.
- D. A College staff member will serve as the primary service contact for College patrons, with NCPL staff members serving as backup if needed.
- E. College shall provide training to NCPL staff on its applications including, but not limited to, the College's circulation system application and policies.
- F. In the event that a College staff member is on planned or extensive leave, College staff will inform NCPL staff of the absence and ensure that there is appropriate service desk coverage during the absence.
- G. In the event that an NCPL staff member is on planned or extensive leave, the College's library administrator will ensure that substitute NCPL staff members have resources needed for the performance of duties upon arrival.
- H. College staff are responsible for monitoring the access to the College's computer lab according to established policies and practices as agreed upon by the College and NCPL.
- I. College will provide office space to be shared by both NCPL and College library staff.
- J. 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 the 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 serve patrons and/or resolve any issues. NCPL and College staff members will collaborate to provide backup coverage for one another during occasions when staff from either institution need to be away from the service desk for breaks, meetings, or to work on collection maintenance activities or special projects. In these instances, staff from each institution will collaborate to determine the best way in which to schedule these activities so that there is an equitable distribution

of responsibility for service desk coverage and adequate coverage to provide high-quality service to patrons.

- 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 the College are enforced. The 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 in collaboration with the Executive Dean of the Library and Learning Commons 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. Nonappropriation 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.
- 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 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.
- 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: Donna Martin  
Executive Director, Nassau Center  
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

- 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. 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.

- E. 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.

NASSAU COUNTY BOARD OF  
COMMISSIONERS

By:

\_\_\_\_\_  
Daniel B. Leeper, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
John A. Crawford, Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Nassau County Attorney

\_\_\_\_\_  
Date

FLORIDA STATE COLLEGE AT  
AT JACKSONVILLE

By:

\_\_\_\_\_  
*Albert P. Little*  
Albert P. Little  
Vice President for Business Services

\_\_\_\_\_  
*6/28/17*  
Date

Approved at to form:

\_\_\_\_\_  
*Romualdo C. Marquez Jr.*  
Romualdo C. Marquez, Jr.,  
Assistant General Counsel

\_\_\_\_\_  
*06/30/17*  
Date