

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF JACKSONVILLE
AND THE JACKSONVILLE PUBLIC LIBRARY**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into by and between the **CITY OF JACKSONVILLE** (“City”) and the **JACKSONVILLE PUBLIC LIBRARY**, (“JPL”) as of the _____ day of _____, 2024.

WHEREAS, the City has a collection of approximately 150,000 pages of historic public documents and City Council minutes, consisting of approximately 375 book volumes and various other documents (the “Collection”);

WHEREAS, in order to properly preserve the Collection and improve public access to the Collection, the City has requested JPL, and JPL has agreed, to perform various services with respect to the Collection, including moving the Collection to a climate-controlled space within its Special Collections Department at the Main Library located at 303 N. Laura Street (the “Main Library”), converting the Collection into searchable digital image files, and publishing the Collection on various digital platforms, all as more fully described in this MOU (the “Project”);

WHEREAS, in order to accomplish the Project, the City has agreed to pay \$122,500.00 to JPL as authorized by Ordinance 2024-__-E;

WHEREAS, the City and JPL wish to enter into this memorialize their understanding of the Project and all matters related thereto.

NOW THEREFORE, the City and JPL agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by reference.
2. **Purpose**. The purpose of this MOU is to establish a formal arrangement whereby JPL performs the Project in accordance with the terms of this MOU. The Project will facilitate the preservation of and increased public access to the Collection.
3. **Term**. The term of this MOU shall commence on the Effective Date and will remain in effect until the fifth (5th) anniversary of the Effective Date. The Agreement will automatically renew for additional one (1) year periods unless either party terminates this MOU upon providing the other party with ninety (90) days’ prior written notice.
4. **Project**. The Project shall be completed by JPL in accordance with the terms and conditions and the timeframes set forth herein, including the project proposal set forth on **Exhibit A** attached hereto and incorporated herein by reference. Without limiting the foregoing, the digital image files created for the Project shall (i) meet imaging standards provided by the City (e.g., at least 300 ppi) and include such metadata as reasonably designated by the City, (ii) be converted into machine-readable text (e.g., optical character recognition), and (iii) be loaded into such library systems as are reasonably designated by the City.

5. **Ownership.** The parties acknowledge that nothing in this MOU is intended to alter or impair any rights of ownership or use that the City has in, and the City shall be the sole owner of, the Collection and any digitized version thereof or metadata related thereto.

6. **Maximum Indebtedness.** The City's maximum indebtedness for the Project and related services pursuant to this MOU shall be a fixed monetary amount not to exceed One Hundred Twenty-Two Thousand Five Hundred and NO/100 Dollars (\$122,500.00) ("Maximum Indebtedness Amount"). JPL shall be responsible for all costs and expenses incurred in connection with the Project and related services pursuant to this MOU in excess of the Maximum Indebtedness Amount.

7. **Storage.** JPL shall maintain the Collection in a climate-controlled space within its Special Collections Department at the Main Library throughout the term of this MOU. JPL shall allow physical access to the Collection by the public in accordance with its Special Collections rules.

8. **Digital Access.** JPL shall ensure that the public has digital access to the searchable database of the Collection's digital image files via the internet through such digital platforms and databases as reasonably designated by the City, including JPL's system and public university library systems in Florida.

9. **Backup.** JPL shall ensure that a complete digital copy of the Collection is stored at a minimum of two (2) locations to establish redundancy, including one cloud backup location approved by the City such as the Northwest Regional Data Center's cloud backup. Additional backup locations may be provided but would be at no additional cost to the City.

10. **Notices.** All notices under this MOU shall be in writing and sent to the addresses listed below for each party:

Jacksonville Public Library
Attn: Library Director
303 Laura Street N.
Jacksonville, FL 32202

City of Jacksonville
Attn: City Council Secretary
117 West Duval Street, Suite 480
Jacksonville, FL 32202

With a copy to:
Office of General Counsel
Attn: Government Operations
117 West Duval Street, Suite 480
Jacksonville, FL 32202

11. **Assignment and Delegation.** Neither party may assign its rights or delegate its duties under this MOU without the prior consent of the other party.

12. **Contract Administration.** The City Council Secretary and the Library Director, or their respective designees, shall act as the designated representatives of the City and JPL to coordinate communications between the City and JPL regarding the administration of this MOU and to otherwise coordinate and facilitate the Project.

13. **Indemnification.** Both the City and JPL are recognized sovereign entities pursuant to Section 768.28, Florida Statutes. Accordingly, each shall indemnify the other and hold each other harmless for any and all losses, costs, liens, claims, causes of action, damages, expenses and liability (including, without limitation, court costs and reasonable attorneys' fees) arising from any personal injury or property damage incurred in connection with or arising in any way from each party's own negligence. This indemnity does not alter, amend or expand the parameters of Section 768.28, Florida Statutes.

14. **Miscellaneous.** This MOU contains the entire agreement between the parties hereto and may be modified only by a written document executed by the parties. The parties hereto do not intend for the benefits of this MOU to inure to any third party. This MOU may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A counterpart delivered by electronic means such as pdf file shall be valid for all purposes.

[Signature Page Immediately Follows]

SIGNATURES

BOARD OF LIBRARY TRUSTEES

Authorized by the Board of Library Trustees on: _____.
Authorized to enter this MOU, pursuant to Jacksonville Municipal Code, Section 90.102(c).

JACKSONVILLE PUBLIC LIBRARY

By: _____
Tim Rogers
Library Director
Authorized to enter this MOU, pursuant to Jacksonville Municipal Code, Section 90.102(c).

Attest: **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan
Mayor

Form Approved:

By: _____
Office of General Counsel

EXHIBIT A

Initiating a City of Jacksonville Archive at the Jacksonville Public Library Project Proposal

Summary

The intent of this project is to move the physical collection of 375 historic City volumes and documents (approximately 150,000 pages) from a storage basement in City Hall (St. James Building) to a climate-controlled space within the Special Collections department of the Jacksonville Public Library's Main Library. The primary goals of the project are to: 1) preserve the historic documents for posterity and 2) ensure that the general public has broad digital access as well as controlled physical access to all documents. To achieve these aims, the Library in partnership with the City Council staff will digitally scan, transcribe, and assigning metadata to each volume, while also making them available via the web to elected officials, city employees, scholars, students, and other researchers interested in the collection. While the Library investigated outsourcing the scanning and digital production services, it was determined that reclassifying two vacant Library positions would allow the City to perform the same work for \$200,000 less and would ensure that the collection was never out of the City's physical control.

Proposal Breakdown

Phase 1 – Moving the Collection from City Hall to the Library

Activities

- Bid and purchase docket shelving for installation in Special Collections/Main Library.
- Perform RFP process (or identify and utilize an existing piggyback contract) for the installation of shelves and the transfer of the 375 volumes from City Hall to the Mail Library
- Execute a contract to install shelving and to transfer the 375 to its new location at the Main Library.

Timeframe

- Bid and purchase of shelving: 4 – 6 weeks
- Installation and relocation of volumes: 2 – 3 weeks
- Collection physically available for use: 10 – 12 weeks after project start

Costs (\$ 49,500)

- Shelving, Installation and Relocation: \$45,000
- Contingency: \$4,500 (10%)

Phase 2 – Digitally Scanning the Collection and Making it Openly Accessible to All

Activities

- Bid and purchased scanning equipment.
- Reclassify vacant Library positions (2).
- Digitally scan, transcribe and create metadata for the collection.
- Load digital files into the Library’s catalog and digital collections platforms, and optimize search and discovery via the web.

Timeframe

- Bid and purchase necessary equipment: 6 - 8 weeks
- Reclassify vacancies, hire and train positions: 8 – 10 weeks (simultaneous with bidding and purchasing equipment).
- Scan, transcribe and create metadata: 10 – 12 months
- Load files into catalog/digital platform: 10-12 months (simultaneous with scanning, transcription and metadata creation).
- Entire collection digitally available for use: within 18 months (files will be loaded and available each month based on priority order set by City Council and Library staff).

Costs (\$ 110,000)

- Personnel (salaries/benefits – six months): \$ 60,000 (\$ 23,000 from City Council; \$ 37,000 from Library budget)
- Digital storage/platform fee (annual): \$10,000
- Equipment: \$30,000
- Contingency (10%): \$ 10,000

Total Project Costs during FY24: \$ 159,500

Total City Council Costs during FY24: \$ 122,500

Total Library Costs during FY24: \$37,000