

BOARD MEETING DATE: October 21, 2025

ITEM NO: VIA

Recommend that the District Board of Trustees approve the Memorandum of Understanding with Florida Virtual Campus (FLVC)

This has been reviewed and approved by the Board Attorney

This MOU establishes the terms under which North Florida College will participate in the FLVC Delivery Service, the statewide library courier service managed by FLVC and provided through FedEx.

Participation in FLVC Delivery Service, the Statewide Library Courier Service  
MEMORANDUM OF UNDERSTANDING

**1. Parties.**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made between the \_\_\_\_\_, (hereinafter referred to as "Affiliate"), acting on behalf of all its campuses, and the Florida State University Board of Trustees, a public body corporate acting on behalf of the Florida Virtual Campus (hereinafter referred to as "FLVC").

**2. Purpose.**

This MOU establishes the terms under which the Affiliate will participate in the FLVC Delivery Service, the statewide library courier service managed by FLVC and provided through FedEx.

**3. Courier Carrier Disclaimer.**

The services described in this MOU are based on the current statewide courier arrangement with FedEx. All service expectations, responsibilities, fees, and related processes outlined herein apply exclusively to the use of FedEx under the centralized FLVC contract.

In the event that an alternative carrier is used in the future, FLVC and participating Affiliate libraries agree to review and, if necessary, amend the terms of this MOU, including but not limited to service expectations, cost responsibilities, and operational procedures to reflect the requirements and conditions of the new carrier agreement.

**4. Authority and Background.**

Pursuant to Florida Statute §1006.73, FLVC is responsible for coordinating library services, including centralized courier delivery to support interlibrary lending and resource sharing across Florida College System (FCS) and State University System (SUS) libraries. FLVC maintains a master purchase order for courier services and covers standard costs for shipments between SUS and FCS member Affiliates only.

Note: This courier service does not cover shipments to or from non-member libraries (e.g., public libraries, private academic institutions). Affiliates are responsible for such shipments using their own resources.

**5. Term.**

This MOU shall become effective on the date of the last signature and shall remain in effect for a period of nine (9) years, unless earlier terminated in accordance with this section. An individual participating Affiliate may terminate its participation under this MOU at any time by providing at least forty-five (45) days' prior written notice to FLVC. FLVC may terminate this MOU in its entirety upon thirty (30) days' written notice to all participating Affiliate libraries. In the event of termination, all obligations incurred prior to the effective date of termination shall remain in effect and be settled in accordance with the applicable terms of this MOU.

Participation in FLVC Delivery Service, the Statewide Library Courier Service  
MEMORANDUM OF UNDERSTANDING

## 6. Responsibilities of FLVC.

FLVC agrees to:

1. Coordinate the FLVC Delivery Service courier service via centralized contract with FedEx.
2. Fund all baseline courier costs including:
  - Scheduled pickups and deliveries between SUS and FCS libraries.
  - Standard volume of materials as defined in the service contract.
3. Monitor courier usage and review monthly FedEx invoices for non-standard charges.
4. Notify Affiliate in writing of any attributed non-standard charges (e.g., overages or errors), including appropriate documentation.
5. Provide reporting and contact support as outlined in **Appendix C – FLVC Billing & Reporting Process**.

FLVC's coverage of baseline costs is subject to the availability of funds. If funds are no longer available, Affiliate libraries will be required to either:

- Cease shipments for the remainder of the fiscal year, or
- Assume financial responsibility for all applicable courier charges using local institutional funds.

## 7. Responsibilities of Affiliate.

The participating Affiliate agrees to:

1. Opt into FLVC Delivery Service by signing this MOU.
2. Adhere to established packaging, labeling, and routing guidelines provided by FLVC or FedEx to avoid routing errors.
3. Monitor their volume of materials and stay within the standard service parameters where possible.
4. Reimburse FLVC for any courier-related costs attributed to their institution that fall outside the baseline service (see "Fees" below).
5. Designate a primary contact responsible for courier operations and billing inquiries.
6. Notify FLVC promptly if courier service needs change (e.g., frequency, volume, address updates).

Service expectations are detailed in **Appendix A – Service Expectations and Frequency**.

## 8. Fees.

**Covered by FLVC:**

- Standard courier service between SUS/FCS libraries.
- Regular pickups/deliveries within the defined baseline volume

**Reimbursable by Affiliate:** The following non-standard costs, when attributable to the Affiliate, will be reimbursable to FLVC:

- Overages (e.g., excess volume beyond standard allocation).
- Unscheduled or special pickups.
- Incorrect labeling/misrouting that incur fees.

Participation in FLVC Delivery Service, the Statewide Library Courier Service  
MEMORANDUM OF UNDERSTANDING

- Other errors or special handling fees caused by Affiliate actions.

**Payment Terms:**

1. FLVC will invoice the Affiliate for any non-standard charges.
2. Payment is due within **30 calendar days** of the invoice date.
3. The Affiliate may dispute any charges within **10 business days** of receiving the invoice; FLVC will review all disputes in good faith.
4. If the Affiliate fails to pay any invoice charges within sixty (60) calendar days of the invoice date, and no dispute is pending, FLVC reserves the right to suspend or terminate the Affiliate's participation in the FLVC Delivery Service courier service. Written notice of such suspension or termination shall be provided to the Affiliate, and the Affiliate shall be liable for any outstanding balances at the time of termination.

Examples are provided in **Appendix B – Examples of Overages/Errors**.

**9. Entire Agreement.**

This MOU sets forth the entire agreement of the parties with respect to the subject matter and supersedes any and all prior agreements, discussions, understandings, promises and expectations with respect to the subject matter thereof.

**10. Authority.**

The individuals executing this MOU represent that they are duly authorized to execute the MOU on behalf of their respective entities.

**11. Incorporation of Appendices**

Appendices A, B, and C are hereby incorporated by reference into this MOU and shall be considered integral and enforceable components of this agreement:

- Appendix A – Service Expectations and Frequency
- Appendix B – Examples of Overages/Errors
- Appendix C – FLVC Billing & Reporting Process

**SIGNATURES**

\_\_\_\_\_  
Affiliate

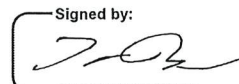
\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Representative Printed Name

\_\_\_\_\_  
Representative Title

\_\_\_\_\_  
Date

The Florida State University Board of Trustees

Signed by:  
  
3DA5275DE8D7429...

\_\_\_\_\_  
Tim Brown

Assistant Vice President for ITS: NWRDC and FLVC

9/8/2025 | 1:57 PM EDT

\_\_\_\_\_  
Date

Participation in FLVC Delivery Service, the Statewide Library Courier Service  
MEMORANDUM OF UNDERSTANDING

## Appendix A – Service Expectations and Frequency

### 1. Purpose

To ensure efficient and consistent operation of the statewide FLVC Delivery Service courier service, Affiliates are expected to adhere to the following service expectations and delivery schedules.

### 2. Delivery Schedule

- **Service Days:** Monday through Friday, excluding recognized holidays (New Year's Eve/Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve/Day).
- **Turnaround Goal:** 72-hour (3 business days) turnaround time from pickup at the shipping library to delivery at the recipient library.
- **Pickup Types:**
  - *Scheduled Pickups:* Must maintain consistent shipping volume (90% of scheduled days) to retain scheduled pickup status.
  - *On-Call Pickups:* Available to libraries that prefer or require manual scheduling.

### 3. Affiliate Responsibilities

- Use only approved packaging (corrugated boxes, padded mailers, DVD mailers, etc.).
- Send only library materials (e.g., books, DVDs, periodicals) – not invoices, checks, or cash.
- Ensure correct labeling and routing using the FedEx address book maintained by FLVC.
- Monitor package tracking and report issues in a timely manner.
- Notify FLVC of changes in staff contacts, library closures, or address updates.
- Maintain a designated delivery contact subscribed to the courier mailing list.

### 4. Packaging Guidelines

Packages must:

- Be fully sealed.
- Use corrugated cardboard or approved mailers.
- Avoid prohibited formats (e.g., mailing tubes, bubble mailers over 18"x13", non-rigid containers).

Failure to follow these standards may result in additional handling fees.

Participation in FLVC Delivery Service, the Statewide Library Courier Service  
MEMORANDUM OF UNDERSTANDING

## **Appendix B – Examples of Overages/Errors**

Affiliate libraries may incur non-standard courier charges due to the following:

### **1. Overages**

- Sending volume exceeding standard allocation under the base contract.
- Requesting additional pickups beyond the regular schedule.

### **2. Address Issues**

- Using an unapproved or altered address not listed in the FLVC-maintained FedEx address book.
- Failing to notify FLVC of library closures, causing failed deliveries and returns.

### **3. Improper Packaging**

- Use of:
  - Non-corrugated boxes
  - Shrink-wrapped or exposed contents
  - Oversized or overweight packages (over 50 lbs or exceeding FedEx dimensional limits)
- Use of cylindrical containers or soft packs exceeding FedEx limits

### **4. Other Errors**

- Selecting “Direct Signature” or declaring value over \$500 (incurs added insurance fees)
- Failing to schedule pickups appropriately (resulting in missed deliveries)
- Filing claims directly with FedEx (instead of via FLVC)

### **Sample Fees (Subject to FedEx policies)**

- Additional Handling (weight, size, shape): Typically \$15–\$30 per package
- Return-to-sender due to undeliverable address
- Declared value surcharge for items valued over \$500

FLVC will notify affiliates of any attributed fees in writing and include documentation in quarterly supplemental invoices.

Participation in FLVC Delivery Service, the Statewide Library Courier Service  
MEMORANDUM OF UNDERSTANDING

## Appendix C – FLVC Billing & Reporting Process

### 1. Invoicing and Payment

- FLVC will issue invoices to Affiliate libraries for non-standard courier charges on a **quarterly basis**.
- All invoices must be paid within **30 calendar days** from the date of issue.
- Disputed charges must be submitted in writing within **10 business days** of invoice receipt.
- FLVC will review and respond to disputes in good faith.

### 2. Reporting and Monitoring

- Monthly usage will be reviewed to identify unusual trends, overages, or errors.
- Biannual **Usage Statements** will be issued to inform libraries of current courier volume and projected costs. (Statements are informational only—not invoices.)
- FLVC will monitor adherence to packaging standards, pickup schedules, and routing accuracy.

### 3. Claims and Damaged Shipments

- All claims for damaged, missing, or undelivered items must be filed via the **State of Florida Claim Form** (hosted by FLVC).
- Claims should be submitted within **55 days** of the ship date to ensure eligibility.
- Required claim details include:
  - Tracking number
  - Contact information
  - Proof of item value (e.g., screenshots or vendor listing)
  - Photos (if damaged)

### 4. Contact for Support

For billing, delivery operations, or claims assistance, contact:

**Email:** FLVC Help Desk: [Help@flvc.org](mailto:Help@flvc.org)

**Phone:** 877-506-2210