

**CITY OF FERNANDINA BEACH
FACILITIES USE AGREEMENT**

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 6th day of February, 2007, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and NASSAU COUNTY FLORIDA whose address is 96160 Nassau Place, Yulee, Florida 32097 (herein called "USER").

WHEREAS, CITY owns, controls and operates that certain public facility known as the Fernandina Beach Municipal Airport (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY for conducting a driver's training activity for Nassau County employees.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above, for the purpose of conducting driver's training on Wednesday, February 28 and Thursday, March 1, 2007. As many as 50 employees will get individualized training in driving and handling large county vehicles.
2. USER will conduct this training during the period 7:00 a.m. and 6:00 p.m. using the pavement area of now closed Runway 18/36 between Runway 8/26 and Taxiway C. It is noted that this pavement is not in good condition and USER will be responsible to repair any damage and USER will be responsible for any damage to its vehicles or personnel.
3. USER shall pay CITY the sum of \$500.00 for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premises at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and CITY permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY. USER shall indemnify and save CITY harmless from and against any and all liability, claims, damages and cause of action arising out of USER's possession, maintenance, use and operation of the FACILITY.

- h. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
 - i. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
 - j. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.
 - k. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
 - l. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Section 10-5 of the City Code of Ordinances prohibits consumption of alcohol on City property.
5. Term of Agreement: The term of the AGREEMENT begins at the times specified in paragraphs 1 and 2, above, unless terminated sooner.
6. The addresses for giving notices are as follows:

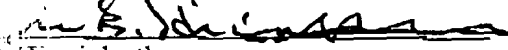
USER: Nassau County Florida
 County Administrator
 96160 Nassau Place
 Yulee, FL 32097

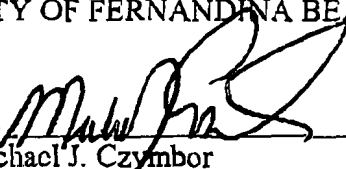
CITY: City of Fernandina Beach
 204 Ash Street
 Fernandina Beach, FL 32034
 Attn: City Manager

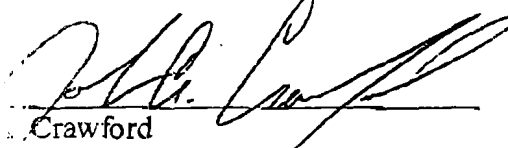
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

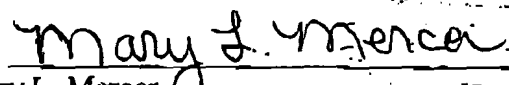
USER: NASSAU COUNTY FLORIDA

CITY OF FERNANDINA BEACH

By: 
 Jim Higginbotham
 Chairman, Board of County Commissioners


By: 
 Michael J. Czymbor
 Its: City Manager

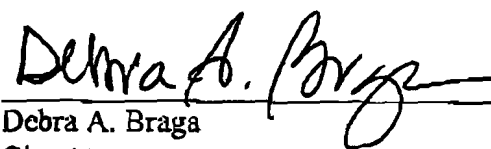
By: 
 John Crawford
 Esq. Officio Clerk

By: 
 Mary L. Mercer
 Its: City Clerk

Approved as to form and legality for use and reliance by the Nassau County BOCC

Approved as to form and legality for use and reliance by the City of Fernandina Beach


 David A. Hallman
 County Attorney

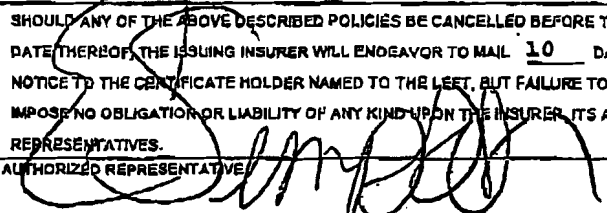

 Debra A. Braga
 City Attorney

CERTIFICATE OF LIABILITY INSURANCE		OP ID KW NACOU-9	DATE (MM/DD/YY) 01/29/07
PRODUCER John A. Ferreira Ins., Inc. 500 ... Street Fernandina Beach FL 32034 Phone: 904-261-5571 Fax: 904-261-4621	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Nassau County Board of County Commissioners 150 Nassau Place Tallahassee FL 32097	INSURERS AFFORDING COVERAGE INSURER A: Florida Assn of Counties Trust INSURER B: Ditchman Insurance Company INSURER C: Florida Municipal Ins Trust INSURER D: INSURER E:	NAIC #	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FIRST THIRD LETTERS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	FAC2325	10/01/06	10/01/07	EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 50,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ excl
					PERSONAL & ADV INJURY	\$ incl
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ incl
					Emp Ben.	1,000,000
A	PERSONAL AUTO	FAC2325AU	10/01/06	10/01/07	COMBINED SINGLE LIMIT (EA ACCIDENT)	\$ 500000
	UNOWNED AUTOS				BODILY INJURY (Per person)	\$
	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	UNOWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	OTHER LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	OTHER AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	CLAIMS MADE <input type="checkbox"/> OCCUR				AGGREGATE	\$
						\$
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY AND FIDELITY BOND/PARTNER/EXECUTIVE OFFICER EXCLUDED?	WC3234243	10/01/06	10/01/07	WC STATUTORY LIMITS	OTHER
	E.L. EACH ACCIDENT				\$ 1000000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1000000	
					E.L. DISEASE - POLICY LIMIT	\$ 1000000
C	Intermarine	0913	10/01/06	10/01/07	Scheduled	5388234
	Edgewater 500				Blanket	Under 15000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is listed as additionally insured in respects to the Insured using the Fernandina Beach Municipal Airport to conduct drivers safety training for Nassau County employees.

CERTIFICATE HOLDER FERNA05 City of Fernandina Beach Robert Johnson, Airport Mgr 100 Ash Street Fernandina Beach FL 32034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: 
--	--