

CS-09-121  
BLCS

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1545

## CONTRACTOR INFORMATION

Name: Yulee Pop Warner (Yulee Athletic Association)  
*ca 12-16-09*

Address: 96782 Chester Road, Yulee FL 32097  
City State Zip

Contractor's Administrator Name: Mike Ellington Title: President

Tel#: Cell:753-0515 Home: 277-8136 Email: mikeellington@comcast.net

## CONTRACT INFORMATION

Contract Name: Yulee Pop Warner Contract Value: 0

Brief Description: Agreement between the BOCC and the Organization, as to maintenance of the parks, rules, guidelines.

Contract Dates: Open Status: \_\_\_ New  Renew \_\_\_ Amend# \_\_\_ WA/Task Order

How Procured: \_\_\_ Sole Source \_\_\_ Single Source \_\_\_ ITB \_\_\_ RFP \_\_\_ RFQ \_\_\_ Coop. \_\_\_ Other: Not for profit

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. Daniel Salmo 12-11-09 \_\_\_\_\_  
Department Head Signature Date Funding Source/Acct #
2. Charlotte Young 12-16-09 \_\_\_\_\_  
Contract Management Date
3. [Signature] 12/16/09 \_\_\_\_\_  
County Attorney (approved as to form only) Date
4. [Signature] 12/18/09 \_\_\_\_\_  
Office of Management & Budget Date

Comments: \_\_\_\_\_

### COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

[Signature] 12/22/09  
Edward Sealover Date

09 DEC 17 AM 10:30

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)

Copy: Department of Management & Budget  
Contract Management

RECEIVED CONTRACT MANAGEMENT  
2009 DEC 14 PM 4:07

RECEIVED CONTRACT MANAGEMENT  
2009 DEC 14 PM 2:42

A G R E E M E N T

THIS AGREEMENT entered into this 18th day of December, 2009, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Yulee Athletic Association, a Florida not-for-profit corporation, hereinafter referred to as the "Organization".

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. The Organization shall utilize the County's sports field located at Yulee Sports Complex.

2. Pursuant to Ordinance 2000-46, as amended, the Organization shall provide to the County's Parks and Recreation Department a certificate of insurance in an amount established by the County's Parks and Recreation Department. This shall be done yearly.

3. Should the Organization utilize clay for its baseball infield, the County shall supply zero (0) loads of clay or any equivalent dollar amount of clay conditioner per year. Any amount over said number of loads shall be

paid for in advance by the Organization to the County or purchased directly from the vendor.

4. The parties agree that lights shall not be used for practices during the period of March 15 through October 15.

5. The Organization shall be responsible for the following:

a. Cleaning of the buildings.

b. Any park improvements shall be paid for by the Organization, but only with prior written approval of the County or its designee, the Parks and Recreation Department.

c. The cost of maintenance, cleaning, repair, and replacement of all kitchen cooking equipment shall be borne equally by the Organization(s) utilizing the concession stand at the sports field. The County will schedule for professional hood cleaning and the Ansul System Inspections. The County will bill the Organization(s), and the Organization(s) shall pay for its share of the professional hood cleaning annually.

d. Ice machine filter replacement cost.

e. Refrigeration - the responsibility of the Organization and the vendor.

f. Restrooms - the Organization shall be responsible for cleaning after each days use.

g. Garbage - the Organization shall be responsible for placing the garbage in the receptacles and emptying the receptacles into the dumpsters after each days use.

h. Fences/Gates - the Organization shall be responsible for repairs of the fences and/or gates that are damaged by the Organization.

i. The Organization shall also be responsible for the infields and striping as needed.

j. Field Lighting - the Organization shall be responsible for performing the testing as required. Any problems revealed by testing or otherwise discovered shall be reported to the County Parks and Recreation Department in writing.

6. The Organization shall provide to the County, at the start of each season, a schedule of the Organization's games.

7. The Organization shall provide, once (1) a year, the number of teams per season and number of participants per team.

8. Access to the County Sports Complex will be denied to any Organization that does not have a fully executed Agreement.

9. Each Organization will use www.rapsheets.com or a similar service, at the expense of the Organization, for background checks of all individuals involved with the sports program, including, but not limited to, managers, coaches, and volunteers. Any Coach and/or Volunteer having plead guilty or nolo contendere to a felony count or counts for sexual or drug offences or a felony conviction for drug or sexual offenses, will not be able to participate.

10. Each of the County's Sports Associations must utilize the Concession Stand to sell concessions. The Organization must yield the selling of concessions to that of the seasonal organization. No food or beverage shall be supplied "for sale" outside the Concession Stand when the Concession Stand is open. No grills or open flame shall be used for cooking.

11. The Organization shall provide the name and proof of insurance to the Parks and Recreation Department for any outside vendors prior to the vendor entering or operating on County property.

12. The Organization shall not apply any fertilizer, herbicide, or insecticide within the boundaries of the

County owned or controlled property except for **ready-to-use** pesticides sold over the counter at retail.

13. The Organization shall follow the County rules in Ord. No. 2000-46, as amended (Section 23 of Nassau County Code of Laws and Ordinances).

#### **MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it. The terms of this Agreement will be open for discussion during the First (1<sup>st</sup>) Quarter Recreation Commission meeting each year.

#### **ASSIGNMENT AND WARRANTIES**

The parties agree that the duties and responsibilities hereunder may not be assigned without prior express written permission of the other party. Both parties warrant that they will perform their respective obligations under this agreement in compliance with all applicable laws, orders, or regulations of all appropriate jurisdictions.

#### **GOVERNING LAW**

This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida,

And the Parties stipulate venue for matters relating to the subject of this Agreement shall be in the County of Nassau.

**NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**ENTIRE AGREEMENT**

This Agreement sets forth the final and complete understanding of the parties. It is understood and agreed that there are no other representations with respect to this agreement and this agreement supersedes all prior discussions, agreements and understandings relating to this subject matter hereof.

**MISCELLANEOUS PROVISIONS CLAUSE**

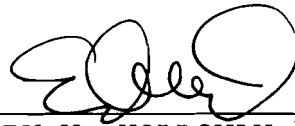
Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is

granted the right or authority to assume or create any obligation on behalf of or in the name of the other.

SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



~~BARRY V. HOLLOWAY~~ Edward Sealover  
~~Its: Chairman~~ ITS: Designee

~~ATTEST:~~

~~JOHN A. CRAWFORD~~  
~~Its: Ex-Officio Clerk~~

~~Approved as to form by the~~  
~~Nassau County Attorney~~



~~DAVID A. HALLMAN~~

ORGANIZATION:

YAA

A handwritten signature in cursive script, appearing to read "D. W. Egan", written over a horizontal line.

By:

Its: President