

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.

CM2872

CONTRACTOR INFORMATION

Name: Florida State College at Jacksonville

Address: 76346 William Burgess Blvd. Yulee FL 32097
City State Zip

Contractor's Administrator Name: Samantha Davis Title: Administrative Assistant II

Tel#: (904) 548-4435 Fax: _____ Email: sadavis@fscj.edu

CONTRACT INFORMATION

Contract Name: Facility Room Rental Contract Value: \$500.00

Brief Description: Rental of multimedia room A0114A/B @ Nassau Center for Children programs

Contract Dates : From: 08/02/18 to 01/31/19 Status: X New ___ Renew ___ Amend# ___ WA/Task Order

How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|------------------------|--|
| 1. | <u>[Signature]</u>
Department Head Signature | <u>7/18/18</u>
Date | Submitting Department |
| 2. | <u>[Signature]</u>
Contract Management | <u>7/24/18</u>
Date | 01716571-544000 MS
Funding Source/Acct # 8/1/18 |
| 3. | <u>[Signature]</u>
Office of Management & Budget | <u>7/31/18</u>
Date | |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>7/20/18</u>
Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 7/26/18
Michael Mullin Date

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

- Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

FACILITY USE AGREEMENT

THIS AGREEMENT between Florida State College at Jacksonville, a political subdivision of the State of Florida, for its Nassau Campus/Center ("LESSOR") and Nassau County Public Library, a County agency authorized to do business in the State of Florida ("LESSEE").

In consideration of the mutual agreements contained herein the LESSOR hereby offers for use by the LESSEE, and the LESSEE hereby accepts subject to the terms and conditions herein 10114415 for (see dates below) from 10 a.m./p.m. to 1230 a.m./p.m.

1. The LESSEE agrees to pay the LESSOR as rent for the use of said facilities and the equipment and staff that goes along therewith the sum of \$500.00

2. The LESSEE agrees to pay the LESSOR a Security Deposit for the use of said facilities the sum of \$ 50 to be returned within 30 days after the event if there are no damages or cleaning charges incurred above and beyond the customary charge.

3. In order to reserve the specific dates listed above, LESSEE must execute this contract no later than 4:00 p.m. the twenty sixth day of July, 2018

4. LESSEE shall not have the right to assign this agreement or any rights hereunder nor to sublet said premises or equipment without the written consent of the LESSOR.

5. LESSEE shall use and occupy said premises and equipment in a safe and careful manner; shall comply with all laws, rules, regulations and ordinances of the City of Jacksonville Florida and any state or governmental authority controlling or governing the premises or equipment or operation therein, and the Rental Policy Attachment A.

6. LESSEE shall identify an official representative primary point of contact with LESSEE ("Representative"). The Representative will be present during the facility use and shall abide by the specific requirements listed herein.

7. LESSEE assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used or incorporated in the conduct of said events; and LESSEE agrees to indemnify and hold harmless LESSOR from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic right.

8. LESSEE shall defend, indemnify and hold the LESSOR harmless from any and all claims, damages, actions, injuries, costs, expenses loss or liability including, but not limited to, injury to person or property and LESSEE will act, at its own cost and expense, to defend and protect LESSOR against any and all such claims or demands. LESSEE shall have the requisite insurance coverage as listed in the rental policy and provide a certificate of insurance as evidence of such coverage.

9. LESSEE shall hold LESSOR harmless for any loss of revenue caused by the cancellation of an event.

10. The parties acknowledge and agree that LESSOR is a political subdivision of the State of Florida. As such, LESSOR's performance under this Agreement and any amendments or attachments to the agreement shall at all times be subject to any and all federal and state laws and regulations, as well as District Board of Trustees Rules which are applicable to the LESSOR's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that LESSOR's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F.S. (the provisions and limitations of which are not waived, altered, or expanded by anything 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 LESSOR to be sued; or (iii) a waiver of sovereign immunity of the LESSOR beyond the waiver provided in Section 768.28, F.S. As LESSOR is a

2018, Aug 2, 9, 16, 23, 30

OGC Facility Use Form Rev 12/08/2017

2018, Sept 6, 13, 20, 27

2018, Dec 6, 13, 20

2018, Oct 4, 11, 18, 25

2019, Jan 3, 10, 17, 24, 31

2018, Nov 1, 8, 15, 29

political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

11. Either party shall have the right to terminate this Agreement with or without cause upon twenty-four (24) hours prior written notification to the other party. Such termination shall be in writing, signed by the duly authorized officer of the party terminating the contract, and shall be sent certified mail, return receipt requested, hand delivery, or overnight delivery.

12. (initial/check) If the number of individuals participating/attending the event is greater than forty-nine (49) people, LESSEE shall provide the required number of certified crowd managers as stated on the Crowd Manager Safety Checklist attachment B. Where the number of individuals attending the event is greater than two hundred fifty (250), LESSEE shall provide additional crowd manager as stated on the Crowd Manager Safety Checklist attachment B.

a. The LESSEE's designated crowd manager(s) shall take a Crowd Managers Training Course ("Course") that has been accepted and approved by the College. LESSEE shall provide LESSOR with proof of Course certification.

b. The designated crowd manager(s) shall meet with LESSOR prior to its event and shall comply with the Crowd Manager Safety Checklist. A copy of the Crowd Manager Safety Checklist is attached, as Attachment B. LESSEE will provide College with the signed Crowd Manager Safety Checklist.

c. LESSEE understands when using the Nathan H. Wilson Center for the Arts, crowd management services are provided by FSCJ Staff and included in labor costs.

13. (initial/check) If minors (children under 18 years of age) are participating/attending the LESSEE the activity or event at the Lessee's facility.

a. LESSEE shall provide a qualified adult supervisor to serve as the official representative and primary point of contact with the Representative. The Representative will remain on the LESSOR's premises at all times during the use of the facility by the LESSEE. LESSEE acknowledges that the Representative is lawfully qualified to supervise and care for minors and will take all reasonable steps to protect minors at the event.

b. LESSEE shall solely be responsible for all activities and events it conducts on the LESSOR's premises.

c. LESSEE shall be solely responsible for its participants/attendees while on the LESSOR's premise and will be responsible for its participants/attendees until all members and guests leave the premises. The Representative will remain on the premises until all participants/attendees leave the premises and the activity or event has ended.

d. LESSEE shall have additional liability insurance as outlined in the rental policy attachment A.

14. 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:

Samantha Davis
Florida State College at Jacksonville
Jacksonville, FL

With copy to:

Office of General Counsel
Florida State College at Jacksonville
501 W. State Street, Suite 403
Jacksonville FL 32202

If to LESSEE:

Michelle Forde
25 N 4TH ST
Fernandina Bch. FL 32034

If, after this Agreement is executed, a party designates a new representative to accept notice, the party shall furnish the new representative's name and address, in writing, to the other party, and a copy of the notice shall be attached to this Agreement.

In Witness Whereof, this Agreement has been executed as of the day and date last written below by the authorized representatives of the parties hereto.

LESSEE [Signature] Date 7/26/12
Signature

LESSOR _____ Date _____
Signature

Rental Fee:	\$	DEPOSIT:	Account Number	Amount
Labor:	\$ 500.00		#	\$
Sales Tax:	\$		#	\$
Security Deposit:	\$		#	\$
Amt. Collected:	\$		#	\$

Attachment A
Facility Use Agreement
Rental Policy

Payment

The full rental rate must be paid prior to the LESSEE being permitted to use the space. If payment is made seven or fewer days prior to the event, only credit card, money order, cashiers or certified check will be accepted, unless LESSEE has previously established credit with LESSOR, or made prior arrangements. Personal checks may be used if received by LESSOR seven or more working days prior to the event. All checks are to be made payable to Florida State College at Jacksonville. If the agreed upon rental term is exceeded, additional rental fees will be charged.

Cancellation

LESSOR reserves the right to cancel an event without penalty if it determines the event is not in the best interests of LESSOR, or the subject facilities are rendered inoperable. LESSOR shall be held harmless for any loss of revenue, or other damages, that may result from said cancellation. If the LESSEE cancels an event, no refunds or credit will be permitted, unless authorized by the Director of Campus Operations.

Insurance

Commercial General Liability insurance - \$1,000,000 each occurrence/\$2,000,000 aggregate

Workers' Compensation insurance per Florida Statute

Sexual Abuse/Molestation Liability insurance (if minors involved) - \$1,000,000 each occurrence/\$2,000,000 aggregate

Automobile Liability (if exposure exists) - \$1,000,000 each accident

Proof of insurance is required before facilities can be rented. The insurance certificate must list Florida State College at Jacksonville and its District Board of Trustees as "Additional Insured" and "certificate holder."

Loss or Damage to LESSEE's Property

LESSOR is not responsible for any loss or damage to LESSEE's property left on college premises before, during, or after the scheduled event.

Security Deposit

A security deposit is required for groups renting LESSOR facilities. The security deposit amount will be based upon the type of facility being rented, and the number of participants. The security deposit will be returned within thirty (30) days after the event if there are no damages or cleaning charges to be deducted.

Prohibited Use

The use of LESSOR property for any acts directed toward disruptive or violent activity, or for any events containing lewd or lascivious material is strictly prohibited. The use of any illegal drug, gambling activities or devices on LESSOR property is prohibited. The possession or consumption of alcoholic beverages is prohibited unless such consumption is covered by Board Rules. Firearms are prohibited unless carried by federal or state law enforcement officers in the line of duty, or performing a security function. The scheduling of events, or services, that compete with those offered by LESSOR is prohibited.

Event Staff and Set-Up

The LESSOR Director of Campus Operations or their Designee will determine the need for campus personnel and/or off-duty police at an event. Relocation of furniture or equipment will be handled only by LESSOR staff, or under the direction of LESSOR staff.

Sales Tax

Florida sales tax on the rental amount will be charged to any organization that does not provide a certified copy of its exemption number.

Lessee's Initials



Date



CERTIFICATE OF COVERAGE

Certificate Holder

FLORIDA STATE COLLEGE AT JACKSONVILLE
76346 WILLIAM BURGESS BLVD
YULEE, FL 32097

Service Company

Issue Date 7/13/18

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA ASSOCIATION OF COUNTIES TRUST

AGREEMENT NUMBER: FACT 9012

COVERAGE PERIOD: FROM 10/1/17

COVERAGE PERIOD: TO 10/1/18 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Civil Rights Liability
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard
- Florida Claims Bill Endorsement
- Deductible \$25,000

Limits of Liability

\$1,000,000 Per Occurrence/\$3,000,000 Aggregate

- Employment Practices Liability
- Deductible \$25,000
- Employee Benefits Program Administration Liability
- Deductible \$5,000
- Florida Claims Bill Endorsement

Limits of Liability

\$1,000,000 Per Occurrence/\$2,000,000 Aggregate

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos
- Florida Claims Bill Endorsement
- Deductible \$1,000

Limits of Liability

\$1,000,000 Per Occurrence

Description of Operations/Locations/Vehicles/Special Items

Re: Coverage Verification – Use of the David Yulee Room at Florida State College for Children's programs every Thursday starting August 2nd. Certificate Holder is hereby added as an additional insured, to the extent of covered occurrences arising from the above described event and including "Sexual Abuse" as provided in Coverage Agreement up to above-specified Limits of Liability.

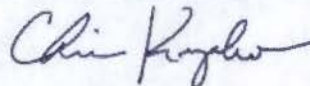
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

NASSAU COUNTY BOARD OF COUNTY
COMMISSIONERS
96135 NASSAU PLACE SUITE 5
YULEE FL 32097

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE