

CS-18-67

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2636

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: \$400.00

Brief Description: Rental of David Yulee A0114A/B @ Nassau Center for Time for Tots

Contract Dates : From: February 7, 2019 to June 27, 2019 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>11/8/18</u>
Date | <u>Library</u>
Submitting Department |
| 2. | <u>[Signature]</u>
Contract Management | <u>11/9/18</u>
Date | <u>01716571-544000</u> <u>MS</u>
Funding Source/Acct # <u>11/14/18</u> |
| 3. | <u>[Signature]</u>
Office of Management & Budget | <u>11/15/18</u>
Date | |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>11/16/18</u>
Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature]
Michael Mullin Date 11/16/18

RCVD COUNTY MGR
13 NOV '18 PM 4:19

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 H0114413 for See bottom of page from 10⁰⁰ 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 \$ 400.00

2. The LESSEE agrees to pay the LESSOR a Security Deposit for the use of said facilities the sum of \$ 9 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 31ST day of Jan, 2019

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

February 7, 14, 21, 28, 2019	(4)	\$ 80.00
March 7, 21, 28, 2019	(3)	\$ 60.00
April 4, 11, 18, 25	(4)	\$ 80.00
May 2, 9, 16, 23, 30	(5)	\$ 100.00
June 6, 13, 20, 27	(4)	\$ 80.00

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
254 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 11/16/18
Signature

LESSOR _____ Date _____
Signature

Rental Fee:	\$ 0	DEPOSIT:	Account Number	Amount
Labor:	\$ 400.00		#	\$
Sales Tax:	\$ 0		#	\$
Security Deposit:	\$ 0		#	\$
Amt. Collected:	\$ 0		#	\$

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.

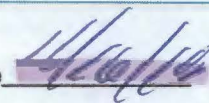
Sales Tax

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



Application for Rental of Florida State College Facilities and Grounds

Name of Entity or Organization: Nassau County Public Library System Web Site: www.nassaureads.com
 Address: 25 N. 4th Street City: Fernandina Beach State: FL Zip: 32034
 Contact Name: Michelle Forde Phone: 904-530-6506 Fax: 904-277-7366
 Title: Youth Services Librarian Cell: 904- 415-6893 E-mail: mforde@nassaucountyfl.com
 Alternate Contact Name: Claire Shepherd Phone: 904-530-6503 Fax: 904-277-7366
 Title: Administrative Assistant II Cell: _____ E-mail: cshepherd@nassaucountyfl.com
 Name and Title of Individual who will sign the rental agreement:
 Name Mike Mullin Title: Interim County Manager

Location of Event:
 Campus: North Downtown Kent South
 Center: Nassau ATC URC Cecil North Cecil South Wilson Center Deerwood Center

Name of Facility or Grounds: FSCJ Nassau Campus
 Room of Name(s) & Room Number(s): David Yulee Room

Description of Event: Time for Tots Early Literacy Story Time
 Date(s) Requested: February 1, 2019 thru August 31, 2019 (Every Thursday)
 Alternate Dates(s): _____
 Number of Participants over 30
 Earliest Arrival 10:00 a.m. p.m. Anticipated Time of Departure: 12:30 a.m. p.m.
 Event Start Time: 11:00 a.m. p.m. Event End Time: 12:00 a.m. p.m.

Specify below any unique or special ADA accommodations that will be needed:

How would you like the room setup for your event?

<input type="checkbox"/> Pods	<input type="checkbox"/> Classroom	<input type="checkbox"/> Theatre	<input type="checkbox"/> Family Style	<input type="checkbox"/> Hollow Square	<input type="checkbox"/> U-Shape	<input type="checkbox"/> Banquet Tables
<small>4-6 chairs per table</small> 	<small>3 chairs per table</small> 	<small>Chairs only (facing front) center aisle</small> 	<small>Wide or slim tables pushed together to create 1 large table</small> 	<small>Slam tables used to create a hollow square with 2 chairs per table</small> 	<small>Slam tables used to create a U-shape with 2 chairs per table</small> 	<small>Round tables with up to 8 chairs</small> 

Please specify the number of each: Tables 1 1 in front of room Chairs 30

Equipment Needed: Podium _____ Microphone(s) _____ Microphone Stand(s)

Computer Laptop, Internet Screen Projector DVD Player Piano

Is this event, meeting, or function open to the general public? Yes No
 Will minors attend? Yes No
 Will attendees require any ADA accommodations? Yes No
 Will an admission fee be charged or donations accepted? Yes No
 Will items be sold at this event? Yes No. If yes, what items will be sold? _____
 Will food or beverages be consumed during this event? Yes No. If yes, what will be served? _____
 Will Alcoholic beverages be served? Yes No
 What is the name of the caterer/company that will provide the food and beverages? _____
 Are you going to have a D.J. or Band at your event? Yes No. If yes, what is the name of DJ or Band? _____
 Are you going to rent equipment for your event? Yes No. If yes, what equipment will you be renting? _____
 What is the name of the company will you be renting it from? _____
 Is this event in support of a Political Campaign? Yes No
 Is your organization non-profit? Yes No If yes, proof of non-profit certification must be attached.
 Is your organization exempt from Florida State Sales Tax? Yes No If yes, a current exemption certificate must be attached. **Set up changes made after a contract is executed may require additional charges and a new contract.**

Application for Rental of Florida State College at Jacksonville Facilities and Grounds

- College facilities and grounds are intended for the College's programs, classes, and activities.
- After the College's needs are met each term, available space may be rented to outside entities typically during normal College hours of operation.
- The College may refuse to rent facilities and grounds for any event if the event is not in the best interest of the College.
- Rental contracts are written within the current fiscal year (July 1 – June 30).
- Applications for rental of facilities and grounds must be received at least 14 days in advance of the event with the exception of the Wilson Center which must be received at least 30 days in advance of the event.
- Rental payments must be received at least 7 days in advance prior to the event.
- Non-profit organizations must provide proof of non-profit certification with their application.
- Organizations that are exempt from Florida State Sales Tax must provide their Certification with their application.
- No event may be advertised or publicized until an Event Permit is issued and deposit received (when required).

There are four (4) requirements for renting Florida State College at Jacksonville facilities and grounds.

<p>1. Insurance Requirements</p> <p>Before the College will execute a Facility Rental Agreement for an event, proof that insurance must be provided that coverage has been purchased for the event in accordance with the Insurance Requirements stated below.</p> <p>All organizations and groups desiring to rent College Facilities and Grounds must provide proof of liability insurance ("ACORD Certificate) in the amount of one million dollars or more and property insurance in the amount of \$50,000. The insurance certificate must be issued by a licensed agent of the underwriting insurance company, and shall specify that Florida State College at Jacksonville and its District Board of Trustees are "Additionally Insured". Certificates must list the "Certificate Holder" as Florida State College at Jacksonville and its District Board of Trustees, and must also specify the date(s) of use and specifically identify what Campus/space/room(s)/grounds(s) will be covered by that policy for the Event.</p> <p>Long-term usage contracts require that the requestor insurance agent provide the College with a thirty-day notice of cancellation. If the group or organization will use commercial vehicles in connection with its rental, it shall provide evidence of auto or fleet liability insurance.</p> <p>Caterers, DJ's, and Bands must also provide proof of State and Local licensure and insurance that meets all of the requirements above.</p> <p>State and Federal Agencies must provide evidence of insurance in accordance with their jurisdictional State or Federal Guidelines.</p> <p>Should you need assistance to obtain insurance for your event you may obtain a Tenant's and User's Liability Insurance Policy (Tulip) via: www.urmia.org or contact the University Risk Management and Insurance Association (URMIA) National Office at (812) 855-6683. Florida State College at Jacksonville is a participant in this program. Each campus/center has an invitation code that can be found on the site listed above.</p> <p>2. Crowd Management Requirements</p> <p>Crowd management is required for all events held at the College with more than 49 participants. The College will provide crowd management at an additional hourly rate in the rental agreement.</p> <p>For all facilities except the Wilson enter you may provide crowd manager for your event if you obtain training provided in following URL and provide a printed certificate(s) for each of you crowd manager(s). This must be done before the College executes a facility rental agreement for your event. The cost for each certification is \$19.95 at the website listed below.</p>	<p>To become a Certified Crowd Manager:</p> <ol style="list-style-type: none"> a. Temporarily disable your pop-up blocker b. Enter the URL in your search engine: http://www.crowdmanagers.com/ c. Proceed through the training sections until you reach the test portion. d. Once you answer all the questions you will see a screen displaying your test score. At this point you will click on "Print Certificate". e. If, when you click on "Print Certificate" a bar appears at the top of your browser window, you should have the option in the section to temporarily allow pop-up from this site. f. You will be directed to a screen, which will require the following information: Name (first and last), email, and county. Select "Out of State", Business Name, and State. After filling all the fields, click record certificate. g. At this time your certificate should pop-up. The certificate must be printed from this page. h. Email the certificate(s) with your name, certificate number, and date to the campus contact name where your event will be held. <p>3. Computer Access Requirement</p> <p>If your event requires a participant or participants to access the College's Technology Infrastructure you must request a guest account be set up for your event at least 48 hours in advance.</p> <p>To obtain a guest ID during your event you must provide the following for the individuals who will be signing on FSCJ system(s) to run computer equipment:</p> <ol style="list-style-type: none"> a. First Name b. Middle Initial c. Last Name d. Email Address e. Phone Number <p>If you will have more than one person accessing FSCJ computing equipment, you will need to provide a spreadsheet that lists the number of participants needing computer access and all of the above information for each individual.</p> <p>4. Security Deposit Requirements</p> <p>Some events <i>may</i> require a security deposit. If the College determines that a security deposit is required, that deposit will be added to the rental agreement. The deposit will be refunded 30 days after your event provided that additional labor was not required and there were no damage to the FSCJ facility or grounds you rented for your event.</p>
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I have read, understand, and agree with all that is stated above:

Dawn Postwick Lib Director NCPL 11/8/18
 Name Title Organization Date