

CONTRACT APPROVAL FORM

CS-19-1169

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2795

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: \$80.00

Brief Description: Rental of Nassau Room, T0126 Nassau Center Summer Reading Programs

Contract Dates : From: 06/11/2020 to 06/25,2020 Status: New Renew Amend# _____ WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other 5.4 Real Property

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>Dawn Postwick</u>
Department Head Signature | <u>12/11/19</u>
Date | <u>Library</u>
Submitting Department |
| 2. | <u>Samantha Davis</u>
Contract Management | <u>12/26/19</u>
Date | <u>01716571-544000</u>
Funding Source/Acct # |
| 3. | <u>[Signature]</u>
Office of Management & Budget | <u>12/30/19</u>
Date | |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>1/8/20</u>
Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature]
Michael Mullin Date 1/8/20

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

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FACILITY USE AGREEMENT

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


Local Government

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 Nassau Room, T0126 for June 11, 2020 and June 25, 2020 from 1:00p.m. to 4:00p.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 \$80.
2. The LESSEE agrees to pay the LESSOR a Security Deposit for the use of said facilities the sum of \$0 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 4th day of June, 2020.
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

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: [Miranda Minton](#)
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
Nassau County Public Library System
25 N. 4th Street
Fernandina Beach, 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 herefo.

LESSEE [Signature] Date 1/9/20
Signature
LESSOR Donna Mauter Date 1/14/2020
Signature

Rental Fee:	\$	DEPOSIT:	Account Number	Amount
Labor:	\$80		#	\$
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

