

CS-22-267

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3433

**SECTION 1 - GENERAL INFORMATION**  
 Requesting Department: Procurement Contact Person: Lanaee Gilmore  
 Telephone: (904) 530-6043 Email: lgilmore@nassaucountyfl.com

**SECTION 2 - VENDOR INFORMATION**  
 Name: Florida State College at Jacksonville  
 Address: 76346 William Burgess Blvd.  
 City: Yulee State: FL Zip Code: 32097  
 Vendor's Administrator Name: Toni Abbott Title: Nassau Campus  
 Telephone: (904) 548-4114 Email: tabbot@fscj.edu

**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**  
 Authorized Signatory Name: Cameron Fansher  
 Authorized Signatory Email: Cameron.Fansher@fscj.edu  
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR, OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

**SECTION 4 - CONTRACT INFORMATION**  
 Contract Name: FSCJ Facility Use Agreement  
 Type:  New Contract  Work Authorization  Supplemental Agreement  
 Short Description of Product(s)/Service(s) Being Requested: Facility rental - The Nassau Room T126 for Vendor Outreach Event 7/25/23 to 7/25/23  
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)  
 Procured Method:  Quotes  ITB  RFP  RFQ  Piggyback  Exemption  Sole Source  
 Single Source  Other \_\_\_\_\_  
 Total Amount of Contract: NTE \$20.00 (Estimate if necessary)  
 Account Number: 01250515-555000  
 Source of Funds:  County  State  Federal  Other: \_\_\_\_\_  
 County Authorized Signatory:  BOCC Chairman  County Manager  
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

**SECTION 5 - INSURANCE**  
 Insurance Category:  Category L  Category M  Category H  Other: RM  
 Risk Manager Initials: \_\_\_\_\_ /27/2023

**SECTION 6 - AMENDMENT INFORMATION**  
 Contract Tracking No: \_\_\_\_\_ Amendment No: \_\_\_\_\_  
 Type of Amendment:  Renewal  Time Only Extension  Additional Scope  Other: \_\_\_\_\_  
 Increased Amount to Existing Contract: \_\_\_\_\_ (if any) Total with Amended Amount: \_\_\_\_\_

**APPROVAL PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- [Signature] Department Head/Contract Manager Date 8/27/2023
- [Signature] Office of Management & Budget Date 6.13.23 JP 6/13/23
- [Signature] Procurement Date 6/27/2023 TFO 6/12
- [Signature] County Attorney Date 6/28/2023 UJ 6/28/2023

**COUNTY MANAGER - PURCHASE APPROVAL**

County Manager \_\_\_\_\_ Date \_\_\_\_\_



FACILITY USE AGREEMENT

THIS AGREEMENT is by and between FLORIDA STATE COLLEGE AT JACKSONVILLE, a political subdivision of the State of Florida, for Nassau Center (the "LESSOR") and Nassau County Board of County Commissioners, authorized to do business in the State of Florida (the "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 for the use of Nassau Center as follows:

Table with 4 columns: Day(s) of Week, Date(s), Room(s), Time. Row 1: Tuesday, July 25, 2023, Nassau Room (T126), 1:30 pm - 4:30 pm

- 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 \$20.00
2. The LESSEE agrees to pay the LESSOR a Security Deposit for the use of said facilities the sum of \$N/A 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 above set out, LESSEE must execute this contract no later than 4:00 pm the 1st day of July, 2023.
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 applicable laws, rules, regulations, and ordinances of Nassau County, Florida, and any state or governmental authority controlling or governing the demised premises or equipment or operation therein, and the attached Rental Policy.
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. Toward this end, LESSEE has provided a copy of their liability insurance coverage in the amount of \$1,000,000 and such copy is attached hereto.
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 hereto or attachments connected therewith, 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 Florida law including Florida provisions for conflict of law.

11. LESSOR, as a political subdivision of the State of Florida, is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with applicable Florida Statutes as it relates to the maintenance, generation, and provision of access to all public records related to this Agreement.

12. 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 by certified mail, return receipt requested, hand delivery, or overnight delivery.

13. Due to the outbreak of COVID-19, as declared a worldwide pandemic on March 11, 2020, LESSEE agrees to adhere to all national, state, and local health guidelines, including, but not limited to, U.S Department of Health and Human Services Center for Disease Control and Prevention ("CDC") Guidelines, FSCJ rules and safety precautions implemented (as may be updated from time to time) while utilizing the facilities. Such precautions may include but are not limited to, wearing masks, taking temperature checks on all people participating/attending LESSEE events, and social distancing.

14. LESSEE shall be liable for any and all costs associated with disinfecting and cleaning LESSOR property and facilities for any outbreak of COVID-19 that occurs while LESSEE is in rental possession of the facilities associated with this agreement. Cleaning and disinfection must meet the protocols and standards provided by the CDC and the appropriate local and state regulations.

15. \_\_\_\_\_ (initial/check) If the number of people 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. Where the number of people attending the event is greater than two hundred fifty (250), LESSEE shall provide additional crowd managers as stated on the Crowd Manager Safety Checklist.

- a. The LESSEE's designated crowd manager(s) shall take a crowd manager 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 agrees to comply with the Crowd Manager Safety Checklist. A copy of the Crowd Manager Safety Checklist is attached hereto as Exhibit B. LESSEE will provide College with the signed Crowd Manager Safety Checklist.

16. N/A (initial/check) If minors (children 17 years old and younger) are attending the LESSEE event:

- a. LESSEE shall provide a qualified adult supervisor to serve as the official representative and primary point of contact with the LESSEE ("Representative"). The Representative will remain on the LESSOR's premises at all times during the activities or events hosted by the LESSEE. LESSEE acknowledges 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 hosts on the LESSOR's premises.
- c. LESSEE shall be solely responsible for its members, guests, and representatives while on the LESSOR's premises and will be responsible for its members, guests and representatives until all members and guests leave the premises. The Representative will remain on the premises until all guests have left the premises and the activity has ended.

17. 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 acknowledgment 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 an acknowledgment, or on the date of hand delivery:

If to College:                   Cameron Fansher  
Florida State College at Jacksonville  
76346 William Burgess Blvd.  
Yulee, FL 32097

With a copy to:               Office of General Counsel  
Florida State College at Jacksonville  
501 W. State Street, Suite 403  
Jacksonville FL 32202

If to LESSEE:                   Taco Pope  
Nassau County  
96135 Nassau Place  
Yulee, FL 32097

If, after this Agreement is executed, a party designates a new representative to accept the 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 have last written below by the authorized representatives of the parties hereto.

LESSEE Tao E. Poppy AICP Date 6/28/2023 LESSOR Cameron Fausler Date 6/28/2023  
Signature Signature

|                      |          |                           |                    |
|----------------------|----------|---------------------------|--------------------|
| Space and Equipment  | \$ 0.00  | Facility Rental           | #100000 00 4641400 |
| Labor/Admin. Fee     | \$ 20.00 | Use of College Facilities | #100000 00 4640000 |
| Sales Tax            |          | Sales Tax                 | #100000 00 2310000 |
| Security Deposit     |          | Deposit - Refundable      | #100000 00 2400000 |
| Amount Owed          | \$ 20.00 |                           |                    |
| Value of Sponsorship |          |                           |                    |



**ATTACHMENT A  
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 cards, money orders, cashiers, or certified checks 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 Campus Director of Campus Operations.

Insurance

Proof of insurance of not less than \$1,000,000 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". If the organization's commercial vehicles are to be used, evidence of auto or fleet liability insurance must be provided.

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 in compliance with 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 its 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.

TP

6/28/2023

Lessee's Initials \_\_\_\_\_

Date \_\_\_\_\_



**ATTACHMENT B  
CROWD MANAGER SAFETY CHECKLIST**

Event: Vendor Information Session

Date of Event: July 25, 2023

Location of Event: Nassau Room, T126 Nassau Campus

Phone Number for Security: \_\_\_\_\_

**To be completed for assemblies of 50 or more in facilities leased by the College.** The Crowd Manager must be present at the event during all hours that it is open to the public.

The Crowd Manager must complete this form with a designated College representative prior to the assembly. The checklist insures that the facility is safe to open to the public through a visual inspection of the property and that the Crowd Manager is familiar with the layout and emergency egress paths in the rented facility.

|   | <i>Inspection Item</i>   | <i>No</i> | <i>Yes</i> | <i>N/A</i> |
|---|--|-----------|------------|------------|
| 1 | There must be 1 crowd manager on duty for every 250 occupants (for example, 251 people require 2 crowd managers). The number of crowd managers required: <u>1</u>  |           |            |            |
| 2 | The crowd manager shall ensure no one enters in excess of the posted occupant load limit, which includes all employees, guests, and performers, the posted occupant load is: <u>157</u>  |           |            |            |
| 3 | The crowd manager shall be trained and briefed by a College representative on the locations of the fire alarm pull stations, fire extinguishers, exits, and emergency evacuation plans and direct occupants to an exit in the event of an emergency. |           |            |            |
| 4 | All egress paths maintained clear, unlocked, accessible, and not blocked?  |           |            |            |
| 5 | All exit doors operable?   |           |            |            |
| 6 | All exit sign lighting operable?   |           |            |            |
| 7 | Exterior stairways and means of egress clear and free of obstacles?  |           |            |            |
| 8 | The crowd manager shall brief the assembly on the location of exits and emergency evacuation routes.   |           |            |            |

If "No" to any of the above, then the event shall not be held until the situation is corrected. If "N/A", explain in the remarks section.

Remarks:

Crowd Manager Joel Vasquez  
Print Name

\_\_\_\_\_  
Signature

College Representative \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

DATE  
6/12/2023

**Requisition Form**  
**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
 96133 Nassau Place Suite 1  
 Yulee, FL 32097

VENDOR NAME/ADDRESS  
 Florida State College at Jacksonville

DEPARTMENT  
 Procurement

REQUESTED BY  
 Lanaee Gilmore

| VENDOR NUMBER | PROJECT NAME   | FUNDING SOURCE         | AMOUNT AVAILABLE | STANDARD PROCUREMENT ONLY | CONTRACT NO   |
|---------------|--|------------------------|------------------|---------------------------|---|
|               | <b>Facility Use Agreement</b>  | <b>01250515-555000</b> |                  | Encumber Contract         | CM3433  |
| ITEM NO       | DESCRIPTION  | QUANTITY               | UNIT PRICE       | AMOUNT                    |   |
|               | Facility Use Agreement for the Rental of the Nassau Room for a vendor outreach event | 1.00                   | \$ 20.00         | \$ 20.00                  | Enter additional information or details, as needed. |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |
|               |  |                        |                  | \$ 0.00                   |   |

ORIGINAL - FINANCE  
 COPY - DEPARTMENT

Shipping \$ 0.00  
 Total \$ 20.00

Department Head  
 I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.  
*Lanaee Gilmore* 6/27/2023

Office of Management and Budget  
 I attest that, to the best of my knowledge, funds are available for this requisition and it is consistent with the Nassau County Purchasing Policy.  
*Chris Lacambra* 6/27/2023

Procurement Director  
 I attest that, to the best of my knowledge, this requisition is accurate and follows the Nassau County Purchasing Policy and is consistent with the Nassau County Purchasing Policy.  
*Lanaee Gilmore* 6/27/2023

County Manager  
 I attest that, to the best of my knowledge, the appropriate staff have approved this Requisition and no other conditions would prevent approval.  
*Tim E. Papp* 6/28/2023

SB  
 Clerk  
 Date 6/29/2023