

RESOLUTION NO. 2019-274

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE ST. JOHNS COUNTY SCHOOL BOARD FOR THE USE OF THE PUBLIC SAFETY CAMPUS AT FIRST COAST TECHNICAL COLLEGE BY ST. JOHNS COUNTY FIRE RESCUE FOR TRAINING PURPOSES, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, the St. Johns County School Board (the School Board) is the owner of the office and instructional space, driving track, firing range, and fire grounds commonly known as the Public Safety Campus of First Coast Technical College; and

WHEREAS, St. Johns County Fire Rescue wishes to use portions of the Public Safety Campus as a training facility; and

WHEREAS, the County and the School Board wish to enter into an agreement governing the terms under which St. Johns County Fire Rescue may conduct training activities at the Public Safety Campus; and

WHEREAS, entering into the agreement with the School Board is in the best interests of the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.


Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the attached Facility Use Agreement with the School Board and authorizes the County Administrator to execute the agreement on behalf of St. Johns County substantially in the same form as attached.

Section 3. If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 day of August, 2019.

Attest: Hunjer S. Conrad



Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

Paul M. Waldron, Chair

RENDITION DATE 8/23/19

**First Coast Technical College
Facility Use Agreement**

The St. Johns County School Board ("SCHOOL BOARD") owns and operates First Coast Technical College. This is a Facility Use Agreement ("Agreement") between the SCHOOL BOARD as operator of FIRST COAST TECHNICAL COLLEGE ("FCTC"), and ST. JOHNS COUNTY ("COUNTY").

BACKGROUND

1. SCHOOL BOARD is the Landlord of office and instructional space, driving track, firing range, and fire grounds ("Premises"), commonly known as the Public Safety Campus located at 3640 Gaines Road, St. Augustine, Florida 32084.
2. The parties have agreed to allow the COUNTY to use portions of the Premises on the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutually beneficial provisions of this Agreement, SCHOOL BOARD and COUNTY agree as follows:

1. PREMISES: The COUNTY shall be allowed to use the Premises subject to the terms and conditions of the Agreement the applicable portions of the Public Safety Campus. Such use shall be on a non-exclusive basis, with availability will be determined by SCHOOL BOARD.
2. TERM: The term of this Agreement shall commence upon execution by both parties ("Commencement Date"), and shall terminate one year from the Commencement Date, ("Termination Date"). This Agreement may be renewed for a maximum of three one-year renewal terms upon agreement by both parties.
3. Commencing on Commencement Date and extending through _____, 20__, COUNTY shall pay to FCTC the following fees:

	Facility Use Fees
Pistol Range	\$30.00 per hour
Driving Track	\$45.00 per hour
Classrooms in Building 7 and Drill Field Portable	\$35.00 per hour
Gymnasium (includes 117, 117A and 118)	\$45.00 per hour
Six Story Drill Tower	\$45.00 per hour
Scenario Building	\$65.00 per hour
Drill Field Space	\$40.00 per hour
Live Fire Training Building (FCTC staff must be present)	\$85.00 per hour

COUNTY shall have a four (4) hour minimum requirement, inclusive of time needed for set-up, break down and clean-up activity.

COUNTY shall pay all invoices hereunder in full net thirty (30) days from the date of the invoice. If full payment is not received within thirty (30) days, FCTC may cease the provision of any or all premises or terminate this Agreement immediately. Payment shall be made payable to the St. Johns County School District c/o First Coast Technical College and submitted to:

First Coast Technical College
Attn: Business Office
2980 Collins Ave Building A
St. Augustine, FL 32084

In-kind services or materials of a value equal to or greater than the Facility Use Fees will, when approved by the First Coast Technical College Director, be accepted in place of applicable fees owed to the FCTC. When requesting in-kind services for approval, COUNTY shall provide a detailed list of such services and/or materials and their value.

4. All payments collected from the COUNTY shall be distributed back to the Fire and EMS programs at the Public Safety Campus to be utilized for building, training prop and grounds maintenance and improvements, or the purchase of mutually beneficial equipment, as directed and approved by the oversight committee.
5. USE OF PREMISES: COUNTY is required to contact an authorized representative of FCTC to coordinate use of the premises. COUNTY may use the Premises only as a training facility and for no other purpose. COUNTY's use of those portions of the Premises, which are non-exclusive in nature, shall be subject to reasonable scheduling by FCTC. The FCTC understands that in incidents of heavy emergency call volume or sudden large scale events, the COUNTY will be required to modify its training facility use schedule. The COUNTY Liaison shall contact the FCTC at the first available opportunity. No penalty shall be assessed in these situations if the COUNTY reschedules the facility use within a six month period. In the lack of heavy emergency call volume or sudden large scale events, if COUNTY does not utilize the Premises as scheduled, and has not cancelled such with the FCTC's scheduler in writing within seventy-two hours prior to the scheduled date, COUNTY shall be obligated to pay a minimum of four (4) hours of usage as agreed upon in Section 3 above for the time COUNTY had reserved and not used. COUNTY's use of the pistol range and driving track are conditioned upon COUNTY, at COUNTY's sole expense, providing a certified safety officer on site during its use of those facilities.
6. ACKNOWLEDGEMENT OF MULTIPLE RENTERS ("THIRD PARTY COUNTY"): COUNTY acknowledges that FCTC has multiple agreements for the use of FCTC's facilities with multiple third party renters other than the COUNTY specified in this agreement. COUNTY specifically promises and agrees to refrain from interfering with any other THIRD PARTY COUNTY during COUNTY's use of any of the facilities while another THIRD PARTY COUNTY is using the same or similar facilities at the same time. FCTC agrees to make reasonable effort to schedule any and all of FCTC's facilities so that schedule conflicts between renters are minimal.
7. COUNTY's OBLIGATIONS: As to the Premises, the COUNTY's rights and obligations provided for herein shall be subordinate to the terms of the Agreement imposed upon the FCTC.
8. FCTC'S OBLIGATIONS: FCTC covenants and agrees to promptly perform all of its obligations under the Agreement. In the event that FCTC fails to comply with the Agreement and this failure results in an "event of default" as outlined in Section 12 of the Agreement with remedies of the FCTC, which will affect the COUNTY directly, FCTC shall notify COUNTY as soon as this event is known. If the Agreement is terminated as a result of the FCTC's default under the terms of the Agreement, and the COUNTY is not otherwise in default under the terms of the Agreement, then FCTC shall be deemed in default under the terms of this Agreement.

Combination codes, keys, or other methods of entry to the premises will be furnished to COUNTY by FCTC.

9. CONDITION OF THE PREMISES: COUNTY is familiar with the Premises and accepts it in existing condition. Any mutually agreed upon improvements made to the Premises that benefits both parties shall

be accomplished at an equitable cost sharing expense as mutually agreed upon before written permission is granted by the FCTC.

10. IMPROVEMENTS: COUNTY shall not make any alterations, physical additions, or improvements to the Premises during the term of this Agreement, without the FCTC's prior written consent. All existing and future, permanently installed leasehold improvements located in the PREMISES may be purchased by the FCTC at a mutually agreed cost upon termination of this agreement. Or, if requested by the FCTC, COUNTY shall remove such improvements upon termination or expiration of the Agreement. COUNTY, upon written approval by the FCTC, may have the ability to locate a storage building not to exceed 200 square feet at the firing range in a location approved by the FCTC, which building shall remain on the property of the FCTC. Should the agreement terminate or expire, the COUNTY shall be required to remove the storage building no later than the termination date or expiration date of this agreement.
11. LOSS AND DAMAGE: Except to the extent that such loss or damage is a result of FCTC's negligence, FCTC shall not be liable for any damage to property of COUNTY or others located on the Premises, nor for loss of or damage to any property of COUNTY or of others by theft or otherwise. All property of COUNTY kept or stored on Premises shall be so kept or stored at the risk of COUNTY only and COUNTY shall hold FCTC harmless from and hereby waive any claims arising out of damage to the same.
12. INSURANCE: COUNTY shall obtain and maintain in force, at its expense, during the entire term of this Agreement, public liability insurance naming the St. Johns County School Board as an additional insured having a minimum coverage of one million dollars (\$1,000,000) for injuries to one person and two million dollars (\$2,000,000) of aggregate coverage and one million dollars (\$1,000,000) for damage to property. Each policy shall provide that it may not be amended or cancelled without thirty (30) days' prior written notice to FCTC.
13. TERMINATION:
 - A. If the Premises are not properly maintained in accordance with the terms of the Agreement, and such failure continues beyond a reasonable period of time, not to exceed thirty (30) days, after notice of such failure is delivered by COUNTY to FCTC, the COUNTY may terminate this Agreement.
 - B. Either party may terminate this Agreement without cause by giving the other party 30 days written notice of termination.
14. INDEMNITY: In consideration for use of Premises, COUNTY does, for itself, its agents, officers, employees, successors and assigns, hereby release, indemnify, hold harmless, and forever discharge the St. Johns County School Board and the St. Johns County School District (collectively the "School Board"), its agents, officers, employees, successors and assigns from and against any and all claims, causes of action, demands, damages or losses of any kind, resulting from and imposed upon, incurred by or asserted against the School Board, its agents, officers, employees, successors and assigns, arising from or related to services furnished or property used by COUNTY, including claims of negligence except for cases in which the School Board is found to be solely negligent. Nothing in this section shall operate as a waiver of COUNTY's sovereign immunity. COUNTY's obligations under this section shall be subject to the limitations of liability set forth in Section 768.28, Florida Statutes.
15. ASSIGNMENT, SUBLETTING, ENCUMBERING: COUNTY shall not assign, sublet or encumber its interest in this Agreement or in the Premises without FCTC's prior written consent.
16. COMPLIANCE WITH LAWS: COUNTY will promptly comply with all applicable and valid laws, ordinances, and regulations of Federal, State, County, Municipal and other lawful authorities pertaining

to the interior use and occupancy of the Demised Premises. FCTC will promptly comply with all applicable and valid laws, ordinances, and regulations of Federal, State, County, Municipal and other lawful authorities pertaining to the exterior use and occupancy of the Demised Premises.

17. INSPECTION BY FCTC: FCTC or their agent may enter the Premises at any reasonable time, upon reasonable prior notice to COUNTY to inspect the Premises or to maintain or repair the Premises. COUNTY shall grant access to FCTC, upon reasonable notice to those areas controlled exclusively by COUNTY.
18. DEFAULT: If either party fails to perform any of its material obligations under this Agreement, said party shall be in default. The non-defaulting party shall provide written notice to the defaulting party identifying the provision under this Agreement that the defaulting party has not complied with and providing the defaulting party the opportunity to come into compliance. The notice shall provide the defaulting party at least 14 days to come into compliance with the provisions of this Agreement. If the defaulting party fails to come into compliance by the date provided in the notice, then the non-defaulting party may terminate this Agreement as provided in Section 13.
19. REMEDIES: Upon either party's default, in addition to any other remedy available at law or in equity, the parties shall have all of FCTC's and COUNTY's rights and remedies under the Agreement. Each party agrees to pay all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party in a) enforcing the terms of the Agreement; or b) in obtaining the remedies provided in the Agreement or otherwise available at law or in equity.
20. WAIVER OR ESTOPPEL: FCTC's failure to insist, in any one or more instances, upon strict performance of any covenants or conditions of the Agreement shall not constitute a waiver of the future enforcement of the covenants, conditions, or agreements.
21. NOTICES: Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when: a) actually received or b) signed for or "refused" as indicated on the postal service return receipt. Delivery may be personal delivery or by United States Mail, postage prepaid, certified or registered mail, or by deposit with a nationally recognized express courier, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice, delivered in accordance herewith.

FCTC: First Coast Technical College
 Attn: Chris Force, Principal
 2980 Collins Avenue
 St. Augustine, FL 32084

COUNTY: St. Johns County Fire Rescue
 Attn: Chief Jeff Prevatt
 3657 Gaines Road
 St. Augustine, FL 32084

22. SUBORDINATION: COUNTY accepts this Agreement, security interest or mortgages, which might now or hereafter, constitute a lien upon the Building or improvement therein or on the Premises and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the property.
23. DAMAGES: COUNTY shall be liable for the reasonable cost of repair of any damages to the Premises by the COUNTY's negligent use or occupancy of the Premises. The FCTC and COUNTY will maintain an

oversite committee to address usage, repair, and maintenance concerns. Nothing in this section shall operate as a waiver of COUNTY's limitations of liability provided in Section 768.28, Florida Statutes.

- 24. ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement between the parties. Any prior conversation or writing are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon FCTC and COUNTY, unless reduced to writing and signed by the party sought to be charged. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Agreement.
- 25. PARTIAL INVALIDITY: If any provision of the Agreement or application thereof to any person or circumstance, shall to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 26. CONDUCT WHILE ON FCTC PROPERTY: The COUNTY acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with St. Johns County School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of the COUNTY to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health and well-being of any student or employee of the School Board. The COUNTY agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.
- 27. Public Records: This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records and other writings made or received by the parties.

ATTEST (WITNESS):

ST. JOHNS COUNTY SCHOOL BOARD, as operator of First Coast Technical College

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Date Approved: _____

ATTEST (WITNESS):

ST. JOHNS COUNTY

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

First Coast Technical College

DRIVING TRACK SAFETY RULES

1. Driving track classes will have a track master, plus one driving instructor per vehicle that is actively engaged in an exercise. (In some cases, track master and lead instructor may be the same person).
2. No vehicle will be operated on any part of track without instructor authorization.
3. Students are to notify instructor/track master before class begins, if they are taking any medication that could inhibit their driving ability.
4. In the event of multiple activities occurring simultaneously, drivers will yield to any vehicle actively engaged in any maneuver exercise.
5. The maximum speed in any basic maneuver exercise is 35 miles per hour.
6. Vehicle emergency lights and/or sound equipment will be used only when authorized to do so by instructor.
7. FCTC is a smoke free campus. There is absolutely no smoking on track or in any vehicle.
8. For safety reasons, no soft drink cans, bottles, cups, or any potentially harmful object are authorized in any vehicle while engaged in maneuver exercises.
9. Students are not to talk to, distract, or interfere with driver's concentration.
10. Students not actively engaged in training exercises are to remain a safe distance from the exercise area.
11. Vehicle windows will be all the way up or all the way down during exercises.
12. A vehicle safety inspection will be performed before entering track. All drivers are responsible for performing the inspection which shall include checking tire pressure, engine oil, gear adrift, etc.
13. There will be no more than four (4) student drivers per certified driving instructor in a vehicle while on the track.
14. The instructor is responsible for informing students where to stand and when to pick up knocked down cones.
15. Seat belts shall be worn at all times by any and all vehicle occupants.
16. A reflective vest shall be worn by instructors and students during night driving exercises when outside vehicles and when track master deems necessary.
17. A traffic wand will be used by designated personnel when track master deems it necessary.

I have read and understand the driving track safety rules.

Student's printed name _____

Student signature _____

Date _____ Track master signature _____

First Coast Technical College

PISTOL RANGE SAFETY RULES

1. The range officer is in charge of all range activities. Adjunct instructors will coordinate their activities with the range officer.
2. At any time during an exercise, if the range officer or instructor issues an order to "cease fire", or issues a loud whistle blast, students are to cease all activities immediately and hold their position until ordered to resume activities.
3. Anyone on the range can call for a "cease fire" at anytime if an unsafe practice or act is observed. **EVERYONE IS RESPONSIBLE FOR RANGE SAFETY.**
4. Weapons will remain unloaded at all times until told by range officer to load them. An exception is when a certified law enforcement agency is training on the range and their rule differs.
5. Finger will remain off trigger at all times unless actively engaging target.
6. Weapon will be pointed **ONLY** at designated target and only when it is safe to do so.
7. Do not anticipate commands.
8. There will be no talking on the firing line.
9. Eye and ear protection will be worn at all times while on the range.
10. After firing, empty weapon and show instructor it is clear with muzzle pointing in safe direction.
11. In case of weapon malfunction, point muzzle in safe direction, show clear and inform instructor.
12. If student has any medical issues that could affect his/her ability to perform training, this will be reported to range officer prior to beginning of training.
13. If student is injured while on range, it shall be reported to range officer/instructor immediately, regardless of seriousness of injury.
14. The range officer is responsible for ensuring that the gates are secured anytime shooting/training is in progress.
15. The range officer shall ensure that the range, the range building and classroom are cleaned following the training session.
16. The range officer is responsible for ensuring that the building, the classroom and the range gates are locked prior to leaving the range.
17. There will be **NO** parking on the range except when range officer/armorer/coordinator is loading/unloading, or conducting maintenance. Instructors and students will park in the paved parking lot outside the gate.

SAFETY FIRST!

ALWAYS ASSUME EVERY WEAPON IS LOADED!