

Dear Not-for-Profit/Government Entity:

Please review the attached Surplus Donation-Property Transfer Agreement No. 2024-09 (“Agreement”) required for donation or transfer of surplus property from Florida State College at Jacksonville (“College”) to private not-for-profit or governmental entity (“Entity”), insert the following information into the Agreement, and submit the executed agreement to centralservices@fscj.edu

- Your Entity name (Section 1.00)
- Your Entity’s primary address (Section 1.00)
- Your Entity’s Florida Sales Tax Exempt Number (Section 3.00)
- Your Entity’s Federal ID number (Section 3.00)
- Complete Entity information and provide Signature of authorized Entity officer (Section 7.00)

Also, your entity is required to submit the following documents along with the executed Agreement:

1. A **cover letter** on your Entity’s letterhead to include:
 - List of items being requested, include barcode number where required
 - Describe how your Entity’s plans to use any surplus items and how they will provide a community benefit
 - Your Entity’s contact person (including email and phone #) and information for any approved surplus donations/transfers.
 - The campus location items are being donated/transferred from, and College staff involved in the donation/transfer (if applicable).
2. A copy of your Entity’s State of Florida sales tax exemption certificate. Please visit the following website for any questions regarding any questions you have regarding this requirement.
https://floridarevenue.com/taxes/businesses/Pages/sales_cex.aspx
3. If a private not-for-profit includes a copy of the IRS (Internal Revenue Service) determination letter that documents your agency as a not for profit (i.e., (501(3)(c)). Visit the following link for additional information regarding this requirement <https://www.irs.gov/charities-non-profits/eo-operational-requirements-obtaining-copies-of-exemption-determination-letter-from-irs>
4. Email this completed application along with the required documentation to centralservices@fscj.edu

After your Entity’s agreement has been executed, subsequent donation/transfer requests need to be made via your **cover letter** only which must include the information listed in No. 1 above and must be emailed to centralservices@fscj.edu for review and approval. All subsequent donation/transfer requests are subject to this Agreement and shall reference the Agreement and shall incorporate the terms of the Agreement by reference.

The College looks forward to your interest in this partnership. Please contact my staff via email at centralservices@fscj.edu if you have any questions. Thank you for your cooperation.

Sincerely,



Randi Brokvist
Executive Director of Purchasing

SURPLUS DONATION & PROPERTY TRANSFER AGREEMENT
No. 2024-09

- 1.00 This Agreement is made this _____ day of _____ 20____ by and between Florida State College at Jacksonville hereinafter referred to as (“College”) with its principle address at 501 West State Street, Jacksonville, FL 32202 and _____
a private Not- for-Profit or a governmental entity hereinafter referred to as (“Entity”) with its principle address at: _____.
- 2.00 TERM:
The term of this Agreement shall commence on the date signed by the last party (“Effective Date”) and shall renew annually on the anniversary of the Effective Date unless either Party provides the other Party a notice of non-renewal no less than thirty (30) days prior to the renewal date. This Agreement may be terminated by either party for any reason by providing the other Party no less than thirty (30) days prior written notice. All such notices shall be delivered by certified mail to the other party at the principal address noted in Section 1.00 of this agreement.
- 3.00 Pursuant to Sections 273.05 and 273.055, Florida Statutes and procedures detailed in College’s Administrative Procedure Manual, College, as a political subdivision of the State of Florida (Florida Tax Exemption 85-80-125568-646C) shall have the reserved right to transfer/donate surplus property to Entity (Florida Sales Tax Exemption#) _____, (Federal ID#) _____ a private non-profit 501(c)(3) agency as defined in S 273.01(3) or a government entity. For the purposes of this Agreement, “surplus property” shall mean tangible personal property owned by the state in College’s custody that College has determined is obsolete or the continued use of which is uneconomical or inefficient or which serves no useful function as to any activity or location under College’s supervision.
- 4.00 ENTITY RESPONSIBILITIES:
- 4.10 Entity shall be responsible for all costs associated with the pick-up of donated/transferred surplus property, including but not limited to, all labor and transportation costs.
- 4.11 The Entity shall be responsible for all costs incurred with respect to use of surplus property, including but not limited to all costs associated with testing of, repairing of, or disposal of any property transferred from the College to Entity.
- 4.12 Entity shall indemnify, defend and hold harmless College and its affiliates, together with their respective directors, officers, agents, and employees from and against any and all claims, litigation, liability, loss, damage and expense (including reasonable attorneys’ fees and court costs) brought by a third party and arising out of, or alleged to have arisen out of (1) the negligent or willfully wrongful acts or omissions of Entity or its directors, officers, agents, employees and subcontractors or (2) the transfer of, transportation of, use of, or disposal of the surplus property. Entity will assume all liability with respect to the surplus property and assure any surplus property donated/transferred to Entity that is found inoperable/irreparable shall be disposed of in accordance with all applicable federal, state, and local laws, rules and regulations, including but not limited to, the laws or regulations issued by the

Environmental Protection Agency, the State of Florida, and any local ordinances.

- 4.13 If the donated/transferred items require Entity to uninstall items from connection to a building or to make repairs to the items while on FSCJ property, or other activities requiring insurance, as requested by the College, Entity shall provide College a certificate of insurance evidencing the following minimum insurance coverages before any work on the donated/transferred items are performed:

1. General Liability -----\$1,000,000
2. Auto Liability -----\$1,000,000
3. Workers Compensation -----\$500,000

Such certificate of insurance shall list Florida State College at Jacksonville, District Board of Trustees, 501. W. State Street, Jacksonville, Florida 32202 as additional insured.

- 4.14 The Entity shall notify the College via email to centralservices@fscj.edu within 10 days of losing its private non-profit 501(c)(3) status as defined in Section 273.01(3), Florida Statutes.

5.00 COLLEGE RESPONSIBILITIES:

The College shall have the sole right to determine which property shall be classified as surplus property and transferable to the Entity in accordance with this Agreement.

- 5.10 The College staff is responsible for supplying the Entity with any barcode numbers on assets (if applicable).

- 5.11 The College staff on each campus working with the Entity shall be responsible for submitting a Property Disposal Form –PC1 and for obtaining approval prior to items leaving FSCJ ownership.

- 5.12 The College campus staff will use the approved donation/transfer letter as validation for the list of items being picked up by Entity.

- 5.13 If a moving company or rigger is used, the Entity shall provide the company or rigger’s Certificate of Insurance evidencing insurance of the types and in the amounts identified in **Section 4.13** of this agreement and listing Florida State College at Jacksonville, District Board of Trustees, 501. W. State Street, Jacksonville, Florida 32202 as an additional insured.

- 5.14 The College shall donate/transfer said surplus property to Entity at no cost. Entity accepts such surplus property “as is” and understands that College expressly disclaims all warranties, express or implied, including but not limited to, merchantability or fitness for a particular purpose.

6.00 GENERAL PROVISIONS

- 6.10 All subsequent requests for donations/transfers shall be submitted on Entity’s letterhead to centralservices@fscj.edu and shall be subject to these terms and conditions.

- 6.11 A copy of the initial cover letter submitted by the Entity shall be attached hereto as Attachment A and incorporated herein by reference. A copy of the Entity’s sales tax exemption certificate shall be attached hereto as Attachment B and incorporated herein by reference. A copy of the IRS determination letter

documenting Entity's not for profit status shall be attached hereto as Attachment C (if applicable) and incorporated herein by reference.

- 6.12 The parties hereto acknowledge and agree the COLLEGE is a political subdivision of the State of Florida. As such, the COLLEGE's performance under this agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all applicable federal, state, and local laws and regulations and District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that the COLLEGE'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 COLLEGE to be sued; or (iii) a waiver of sovereign immunity of the COLLEGE beyond the waiver provided in Section 768.28, F. S. As the COLLEGE 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.
- 6.13 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 laws of the State of Florida without regard to its conflict of laws principles. The Parties agree that the federal and state courts sitting in Duval County, Florida will have exclusive jurisdiction over, and be the exclusive venue for, any dispute arising under this Agreement.
- 6.14 It is understood that the parties are independent contractors and shall have neither supervision nor control over the other party's employees, agents, representatives, and volunteers in the performance of their duties under this agreement. Neither party shall in any manner use the credit or name of the other party in connection with its business or affairs except as specifically authorized in this agreement or as approved in writing prior to such use by the other party. Entity shall assume full responsibility as an independent contractor for the management of the means and methods for accomplishing its obligations described in the Agreement.
- 6.15 This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable. No waiver or delay in enforcement of any breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach or delay in enforcement of any other provision of this Agreement.
- 6.16 This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings, oral or written, and all other communications between the parties related hereto.
- 6.17 COLLEGE or Entity shall not be responsible for its default, delay or failure to perform any terms or conditions herein when failure to perform is due to causes beyond such party's reasonable control including, but not limited to: civil unrest, strike, lockout, flood, action or inaction of governmental authorities, epidemic or pandemic, war, embargo, fire, earthquake, hurricane, windstorm, act of God or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused delay, default, or force majeure.

6.18 College, 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.

7.00 IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year first set forth above.

Florida State College at Jacksonville ("College")

Federal ID No. 59-1149317

Entity

Entity Name: _____

Federal ID No. _____

Email: _____

Signatory: _____

Date: _____

Name: _____

Title: _____

Signatory: _____

Date: _____

Name: _____

Title: _____

Florida State College at Jacksonville does not discriminate against any person on the basis of race, disability, color, ethnicity, national origin, religion, gender, age, sex, sexual orientation/expression, marital status, veteran status, pregnancy or genetic information in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the College's Equity Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | equityofficer@fscj.edu.