



Dear Not-for-Profit:

Please review the attached surplus property Management Contract, 2001-48 of transferring property from Florida State College at Jacksonville to private/public not-for-profit and notate on it:

- Your agency name (page #1)
- Your agency primary address (page #1)
- Your agency Florida sales tax exempt number (page #1)
- Your agency Federal ID number (page #1)
- Have an authorized officer sign page #3

Please then submit to my attention the signed document with the following three (3) attachments:

1. A cover letter on your non-profit letterhead describing how your agency plans to use items transferred from each campus, how they will provide a community benefit listing the email address, and phone numbers of the person(s) you would like each campus to contact.
2. A copy of your non-profit agency's State of Florida sales tax exemption certificate.
3. A copy of IRS determination letter that documents your agency is a not for profit (i.e., (501(3)(c)).

The College looks forward to potentially beginning this partnership. Please call me any time at 904-632-3294. Thank you for your cooperation.

Sincerely,

Laurence I. Snell, C.P.I.M.
Associate Vice President of
Purchasing and Auxiliary Services

/ds



SURPLUS PROPERTY TRANSFER CONTRACT # 2001-48

1.00

This management contract is 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 School Board of Clay County a not-for-profit (hereinafter referred to as NFP) with its principle address at 900 Walnut Street, Green Cove Springs, Florida 32043.

2.00 TERM:

The term of this agreement shall be from the date first signed by both parties and continue in force annually unless terminated by either party upon serving thirty (30) days written notice by certified mail to the other party to the principle address noted in section #1.00 of this agreement. Continuation of this contract beyond any fiscal year end is subject to continued need, satisfactory performance, same terms and conditions and State of Florida adequate appropriations of the College.

3.00 Pursuant to Florida Statute and College APM procedures, "Florida State College at Jacksonville", as a political subdivision of the State of Florida (Florida Tax Exemption 85-80-125568-646C) shall have the reserved right to transfer/donate college tangible personal property to NFP (Florida Sales Tax Exemption # 85-80135736111C-8, Federal ID # 59-6000552, a private non-profit 501(c)(3) agency as defined in S 273.01(3) that has been declared surplus/ obsolete or which serves no useful life. Property with an original acquisition cost > \$5,000 will require the College's District Board of Trustee's pre-approval to declare them surplus and available for potential transfer to said NFP.

4.00 NFP RESPONSIBILITIES:

Not for profit (NFP) shall be responsible for all labor and transportation cost to pick up donated personal property.

4.10 All costs associated with testing and/or repair (as applicable)/disposal of any property transferred from the College to NFP.

4.11 NFP will assume all liability and assure any College property transferred that is found inoperable/not repairable shall be disposed of in accordance with all applicable laws of federal EPA, State of Florida Laws/ State DEP, as well as any/all state/city ordinances.

4.12 NFP maintain accurate records for a period not less than three years of all College donated items/equipment.

4.13 Upon request NFP shall provide a certificate of insurance to the College as well as hold the District Board of Trustees of Florida State College at Jacksonville harmless from any/all costs associated with your not-for-profit agency use/repair/resale/ disposal of College surplus property transferred.

4.14 NFP shall notify the College in writing within 10 days of losing its private non-profit 501(c)(3) status as defined in S 273.01(3).

5.00 COLLEGE RESPONSIBILITIES:

The College shall have the sole right to determine which property shall be transferable to NFP in accordance with this agreement.

5.10 The College staff on each campus shall be responsible to assure all internal property forms have been completed and for property transferred/ donated has had prior College Board approval of items with an original acquisition cost > \$5,000.

5.11 The College campus staff shall be authorized to create a written detailed listing authorization/transfer (bill of lading) to NFP of all property being donated, which your staff will be required to sign to document transfer of title. Campus staff will forward a copy of fully executed/signed listings/billing of lading to the office of the Associate Vice President of Purchasing and Auxiliary Services within seven (7) days release of property.

5.12 The College staff shall assist NFP staff in supervising your loading of College property into your vehicle(s). If a moving company or rigger is used, the College shall be provided a copy of their certificate of insurance.

5.13 The College shall transfer/donate said property to NFP "as is" at no cost.

This agreement is hereby signed by its duly authorized officers on this ___ day of _____ 2014.

Florida State College
Jacksonville (College)

School Board of Clay County
Federal ID No. 59-6000552

Laurence I. Snell, C.P.I.M.
Associate Vice President of Purchasing
and Auxiliary Services
904-632-3294

Carol Studdard
Board Chair

Date: _____

Date: June 19, 2014