

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 21<sup>st</sup> day of August 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **Nassau County Council on Aging, Inc.** hereinafter referred to as the "Council".

For and in CONSIDERATION of ten and no/100 Dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1) The County will lease to the Council, one Ford eighteen (18) passenger bus and one Ford nine (9) passenger van.

2) The first vehicle, a Ford nine (9) passenger van, has VIN Number of: 1FDWE35L94HA33985. The second vehicle, a Ford eighteen (18) passenger bus, has a VIN Number of: 1FDXE45P04HA74471.

3) The Lease term shall be for a period of one year starting on August 21, 2006 and ending on August 20, 2007. Additional rental terms for one (1) year periods may be negotiated between the parties at least thirty (30) days prior to the end of the lease term and shall be mutually agreed to in

writing and executed with the same formalities as the original agreement.

4) The lease payment shall be at the annual rate of one (\$1.00) dollar.

5) The Council shall not commence operation of the buses under this Agreement until it has obtained all insurance required under this Paragraph, and such insurance has been approved by the County Administrator.

A) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Council shall furnish Certificates of Insurance naming the COUNTY as the additional insured and sent to the COUNTY prior to the commencement of operations, and after the Council has taken possession. The Certificates shall clearly indicate that the Council has obtained insurance of the type, amount, and classification as required for strict compliance with this Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the Council of its liability and obligations under this Agreement.

B) The Council shall maintain, during the term of this Agreement, adequate Workers' Compensation Insurance and

Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Chapter 440.

C) The Council shall secure and maintain during the Agreement term, ONE MILLION (\$1,000,000) DOLLARS per ~~allowance~~ <sup>occurrence</sup> Commercial General Liability insurance, covering itself, its employees, agents, consultants or subsidiaries, and their employees or agents, for claims for damages caused by personal injury, loss or damage of property, and other such causes including what is commonly known as groups A, B, and , (libel, false arrest, slander). If such comprehensive coverage of all subcontractors, outside consultants and agents employed by the Council in the performance of this Contract is not available from Council's insurer then, upon the COUNTY's approval, the Council may furnish to the COUNTY insurance policies with similar coverage and protection for the COUNTY provided to it by its subcontractors, outside consultants or agents in addition to Council's own policy. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person by the Consultant or by any of its consultants doing work in connection with this Agreement. Public Liability coverage shall include either Blanket Contractual insurance or a Designated Contract

Contractual Liability coverage endorsement, indicating expressly the Council's agreement to hold the COUNTY harmless as provided in Article 12 hereunder. The COUNTY SHALL be named as an additional insured.

D) The Council shall secure and maintain during the Agreement term, ONE MILLION DOLLARS (\$1,000,000) combined single limit Commercial Automobile Liability insurance, protecting itself, its employees, agents, consultants or subsidiaries and their employees or agents, against claims for damages caused by personal injury, loss or damage of property and other such causes. If such comprehensive coverage of all subcontractors, outside consultants and agents employed by the Council in the performance of this Agreement is not available from the Council's insurer then, upon the COUNTY's approval, the Council may furnish to the COUNTY insurance policies with similar coverage and protection for the COUNTY provided to it by its subcontractors, outside sub-consultants or agents in addition to the Council's own policy. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person by the Council or by any of its subcontractors or consultants doing work in connection with this Agreement.

6) The Council agrees to:

a) Operate and maintain the buses in accordance with all (1) State Laws, County Ordinances and State and County Regulations; (2) Manuals and other instructions issued by the manufacturer; and (3) insurance policy terms and requirements.

b) Perform, at the Council's expense, all maintenance and repairs necessary to keep the buses in as good a condition as they were maintained delivered to the Council, reasonable wear excepted. Maintenance records shall be maintained by the Council.

c) Not install any accessory or device on the buses which affects the value, useful life or originally intended function or use, unless it can be removed without damaging the buses.

d) Allow the County to inspect the buses and all of the Council's records related to its use, maintenance and repair, at any reasonable time.

e) Not permit the buses to be used by or to be in the possession of anyone other than the Council employees.

f) That if the Lease is terminated for any reason, the Council agrees to return the buses to the place designated by the County, at the Council's expense and in satisfactory condition, along with all use, maintenance and repair records. Buses are to be returned in satisfactory condition, which means

that they are to be in as good a condition as when the buses were delivered to the Council, reasonable wear excepted.

7) The Council will not assign, pledge or otherwise transfer any of their rights or interests in the lease or the buses without prior written consent by the County. Any assignment without the County's consent will be void.

8) It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

9) This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated into this Agreement.

10) Any modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

11) If any provision of this Agreement is specifically held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the remainder of this Agreement.

12) The Council shall hold the County harmless from any and all liability as regards the utilization and maintenance of the two (2) buses. Said hold harmless shall include, but not be limited to, attorney's fees and costs for any defense related to claims or litigation.

13) This Agreement may be terminated by either party by providing thirty (30) days written notice.

14) Any dispute arising under this Agreement shall be addressed by the representatives of the County and Council as set forth herein. Disputes shall be set forth in writing to the County Administrator and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator or his/her designee and a representative of the Council. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the County Administrator and the County Attorney and the County Administrator or his/her designee shall meet with the Council's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof,

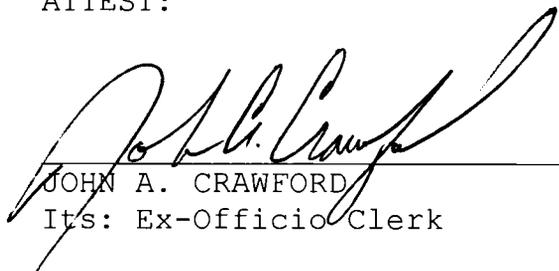
if not disposed of by agreement as set forth herein, shall be submitted to Mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Council. No litigation shall be initiated unless and until the procedures set forth herein are followed.

15) Time is of the essence.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
THOMAS D. BRANAN, JR.  
Its: Chairman

ATTEST:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

NASSAU COUNTY ON AGING, INC.



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THERESA A. CUNNINGHAM

Its: President, Board of Directors

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