

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 13th day of June, 2011, 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.**, 1367 South 18th Street, Fernandina Beach, FL 32034, hereinafter referred to as the "Council".

1. The County will lease to the Council, one Ford passenger van with VIN number of: 1FDWE35L21HB06044.
2. The Lease term shall be for a period commencing upon execution of this agreement and ending September 30, 2012. This agreement may be extended for additional one (1) year terms by written agreement of both parties. Extensions shall be addressed at least sixty (60) days prior to the end of current term.
3. The lease payment shall be at the annual rate of one (\$1.00) dollar.
4. The Council shall not commence operation of the van under this agreement until it has obtained all insurance required under this Paragraph, and such insurance has been approved by the County Manager. The Council shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Council is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Council under the Agreement.
 - a. Workers' Compensation: The Council shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.
 - b. Business Auto Policy: The Council shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Council does not own any automobiles, the

Council to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

c. Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

d. Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to commencement of operation. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of

coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the Council shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

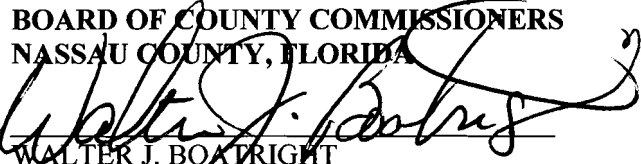
5. The Council agrees to:
 - a. Operate and maintain the van in accordance with all (1) State Laws, County Ordinances and State and County Regulations; (2) Manuals and other instructions issued by the manufacturer; and (3) insurance policy terms and requirements.
 - b. Perform, at the Council's expense, 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 van which affects the value, useful life or originally intended function or use, unless it can be removed without damaging the van.
 - d. Allow the County to inspect the van and all of the Council's records related to its use, maintenance and repair, at any reasonable time.
 - e. Not permit the van 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 van to the place designated by the County, at the Council's expense and in satisfactory condition, along with all use, maintenance and repair records. Van is to be returned in satisfactory condition, which means that it is to be in as good a condition as when the van was delivered to the Council, reasonable wear excepted.

6. The Council will not assign, pledge or otherwise transfer any of their rights or interests in the lease or the van without prior written consent by the County. Any assignment without the County's consent will be void.
7. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.
8. 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.
9. 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.
10. 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.
11. The Council shall hold the County harmless from any and all liability as regards the utilization and maintenance of the van. Said hold harmless shall include, but not be limited to, attorney's fees and costs for any defense related to claims or litigation.
12. This Agreement may be terminated by either party by providing thirty (30) days written notice.
13. Any dispute arising under this Agreement shall be addressed by the representatives of the County and the Council as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Council, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Council. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.
If the dispute is not settled at the initial meeting, the County Manager shall

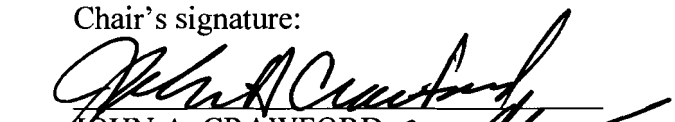
immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Council's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

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, 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. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Council. Council shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

14. Time is of the essence.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

WALTER J. BOATRIGHT
Its: Chair

Attest as to authenticity of
Chair's signature:


JOHN A. CRAWFORD
Its: Ex—Officio Clerk
6/13/11

Approved as to form and legality by the
Nassau County Attorney:


DAVID A. HALLMAN
6/14/11

NASSAU COUNTY COUNCIL ON AGING, INC

Kenneth J. Willette
By: KENNETH J. WILLETTE
Its: EXECUTIVE DIRECTOR

STATE OF Florida
COUNTY OF Nassau

Before me personally appeared, Kenneth J. Willette who is personally known or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10th day of June, 2011

Cheryl Cummins
Notary Signature

Notary-Public-State of Florida at large

My Commission expires:

