

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.

CM2192-A4

CONTRACTOR INFORMATION

Name: Nassau Oaks Volunteer Fire Department

Address: 56300 Nassau Oaks Circle Callahan FL 32011
City State Zip

Contractor's Administrator Name: Craig M. Herr Title: Chief

Tel#: _____ Fax: _____ Email: nassauoaksvfd@windstream.net

CONTRACT INFORMATION

Contract Name: Lease Agreement for the Nassau Oaks Volunteer Fire Department Contract Value: \$1.00 per year

Brief Description: Amendment No. 4/Fourth Extension to the Lease Agreement for the Nassau Oaks Volunteer Fire Department (Property Lease)

Contract Dates : From: 10/1/18 to 9/30/19 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: CM2192 Increase Amount of Existing Contract: (No changes)
New Contract Dates: 10/01/18 to 09/30/19 TOTAL OR AMENDMENT AMOUNT: \$1.00 per year

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | | |
|----|--|-------------------------|---|---|
| 1. | <u>[Signature]</u>
Department Head Signature | <u>11-16-18</u>
Date | <u>04224522-540000</u>
Funding Source/Acct # | <u>544600</u>
<u>MS</u>
<u>11/30/18</u> |
| 2. | <u>[Signature]</u>
Contract Management | <u>11-16-18</u>
Date | | |
| 3. | <u>[Signature]</u>
Office of Management & Budget | <u>11/30/18</u>
Date | | |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>11/6/18</u>
Date | | |

Comments: _____

INTERIM COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature]
Michael Mullin

[Signature]
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

AMENDMENT NO. 4 / FOURTH EXTENSION TO THE
LEASE AGREEMENT FOR THE
NASSAU OAKS VOLUNTEER FIRE DEPARTMENT

THIS ADDENDUM entered into this 8th day of December, 2018 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **NASSAU OAKS VOLUNTEER FIRE DEPARTMENT**, 56300 Nassau Oaks Drive, Callahan, Florida 32011, (hereinafter referred to as "Nassau Oaks").

WHEREAS, the parties entered into an Agreement dated November 26, 2014; and

WHEREAS, the original agreement provided for an initial term of one (1) year beginning October 1, 2014 and ending September 30, 2015, with an option to extend upon mutual contract between the parties; any extension of performance period under this provision shall be in one (1) year increments.

WHEREAS, the parties agreed to extend the agreement for the period beginning October 1, 2015 and ending September 30, 2018; and

WHEREAS, the parties desire to amend and extend said Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Article 2 of the Lease Agreement for the Nassau Oaks Volunteer Fire Department dated November 26, 2014, the performance period is hereby extended for an additional one (1) year beginning October 1, 2018 and ending September 30, 2019.
2. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

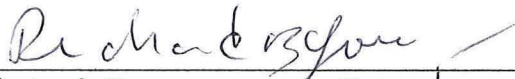


Michael Mullin, INTERIM COUNTY MANAGER
Its: Designee

NASSAU OAKS VOLUNTEER FIRE DEPARTMENT



Printed Name: CRAIG HERZ
Its: CHIEF



Printed Name: Richard Young
Its: PRESIDENT, BOARD OF DIRECTORS

LEASE AGREEMENT

This Lease made and entered into this 26th day of November 2014, 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 Oaks Volunteer Fire Department, 56300 Nassau Oaks Circle, Callahan, Florida 32011, hereinafter referred to as "Nassau Oaks".

WHEREAS, it is determined that it is in the best interest and to the mutual benefit of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable consideration, in hand received and acknowledged to be sufficient, Nassau Oaks and the County do hereby agree to the following Lease:

1. Purpose and Scope: Nassau Oaks represents that it has the right to lease to County the premises which are the subject of this Lease. Nassau Oaks desires to lease to the County the property and improvements located at 56300 Nassau Oaks Circle, Callahan, Florida 32011, as a demonstration of its commitment to and cooperation in the goal of efficient and continuing volunteer fire services in the area known as Fire District 11, by Station 11 personnel. The County desires to lease from Nassau Oaks these same premises, for the purpose of providing said volunteer fire services.
2. Term and Effective Date: The term of this agreement shall be October 1, 2014 through September 30, 2015. This agreement may be renewed in one year increments with mutual agreement of the parties in writing.
3. Location and Housing of Equipment: It is agreed by both parties that sufficient space will be allocated for the daily operations of the volunteer personnel volunteering for Station 11. Nassau Oaks shall provide sufficient space for the storage of bunker gear and equipment related to the safe and efficient operations of the station. Nassau County agrees to allow Nassau Oaks to conduct its regularly scheduled business meetings in the day room of the station.
4. County will pay for all utilities (electric, phones, television, internet, gas, etc.) that will be utilized by Station 11 volunteers. Utilities will be billed directly to and paid for by the County. County shall be responsible for property insurance for the property.
5. County shall be responsible for all maintenance and repairs to the facility.
6. Compensation and Payment: In exchange for the utilization of the space, the County agrees to pay the sum of one dollar (\$1.00) per year, which with other

good and valuable consideration in hand received and acknowledged to be sufficient consideration.

7. Indemnity: The County and Nassau Oaks do not assume any liability for the acts, omissions, and negligence of the other. The County is responsible for any damage that occurs to the space occupied by the County if said damage is attributable to any act, omission, or negligence of County personnel. Nothing in this Lease shall constitute a waiver or modification by the County of the limits of sovereign immunity provided by Florida law.
8. Termination: Either party may terminate this agreement by delivering written notice to the other party ninety (90) days prior to the date of termination. Termination shall take effect on the date specified in the written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein express the day and year above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



TED SELBY, COUNTY MANAGER
Its: Designee

NASSAU OAKS VOLUNTEER FIRE
DEPARTMENT



CHIEF



RICHARD B. YOUNG
PRESIDENT, BOARD OF DIRECTORS