

CS-21-251

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM2192-A8

GENERAL INFORMATION

Requesting Department Fire Rescue
Contact Person: Brady Rigdon, Fire Chief
Telephone: (904) 530-6600 Fax: () _____ Email: brigdon@nassaucountyfl.com

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
Telephone: (904) 568-8885 Fax: () _____ Email: nassauoaksvfd@windstream.net

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Craig Herr
Authorized Signatory Email: nassauoaksvfd@windstream.net

CONTRACT INFORMATION

Contract Name: Nassau Oaks VFD Property Lease Agreement
Description: Amendment No. 8/Eighth Extension to Nassau County Property Lease Agreement with Nassau Oaks VFD
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$1.00 per year
APPROXIMATE IF NECESSARY

Source of Funds/Account: 04224522-544000 Termination/Cancellation: _____

Authorized Signatory: Taco E. Pope, AICP, COUNTY MANAGER
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: _____ to: _____

Status: New Renew Amend# WA/Task Order

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

If Processing an Amendment:

Contract #: CM2192 Increased Amount to Existing Contract: No Changes

New Contract Dates: 10/1/22 to 9/30/23 Total or Amended Amount: \$1.00 per year

Continued on next page

CHECKLIST*Review/Complete before sending contract for final signature*

Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. *[Signature]* 6/21/2022
Department Head/Contract Manager Date *JP* 6/22/2022
2. *[Signature]* 6/24/2022
Procurement Date
3. *Chris Lacambra* 6/22/2022
Office of Mgmt & Budget Date *DF* 6/24/2022
4. *Denise C. May* 6/24/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *Taco E. Pope, AICP* 6/26/2022
County Manager Date

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

Original: Clerk's Services; Contractor (original or certified copy) 6/27/2022
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC *SB*

**AMENDMENT NO. 8 / EIGHTH EXTENSION TO THE
LEASE AGREEMENT FOR THE
NASSAU OAKS VOLUNTEER FIRE DEPARTMENT**

THIS AMENDMENT entered into this _____ day of _____, 2022 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 Agreement provided for an initial term of one (1) year beginning October 1, 2014 and ending September 30, 2015, with an option to extend in one (1) year increments upon mutual agreement between the parties; and

WHEREAS, the parties desire to extend the terms of the Agreement for an additional one (1) year period beginning October 1, 2022 and ending September 30, 2023.

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

1. In accordance with the terms of the Agreement dated November 26, 2014, the term of the Agreement is hereby extended for an additional one (1) year beginning October 1, 2022 and ending September 30, 2023.
2. All other provisions of said Agreement not in conflict with this Amendment shall remain in full force and effect.

Contract Tracking No. CM2192-A8

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

Taco E. Pope, AICP, COUNTY MANAGER
Its: Designee

Nassau Oaks Volunteer Fire Department

[Handwritten Signature]

PRINTED NAME: _____
ITS: CHIEF

LOVENA A YOUNG

PRINTED NAME: _____
ITS: PRESIDENT, BOARD OF DIRECTORS

Lovena A. Young

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

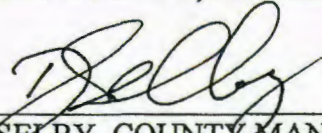
Contract Number CM2192

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.

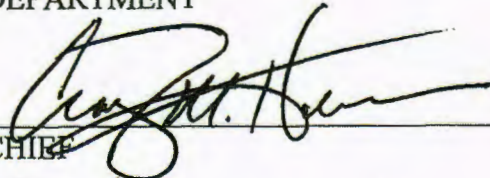
IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein express the day and year above written.

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

02-17-14

RECEIVED

CONTRACT APPROVAL FORM CONTRACT MANAGEMENT

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2192

2014 NOV 13 PM 3:02

CONTRACTOR INFORMATION

Name: Nassau Oaks Volunteer Fire Department.

Address: 56300 Nassau Oaks Drive Callahan Florida 32011

City State Zip

Contractor's Administrator Name: _____ Title: _____

Tel#: _____ Fax: _____ Email: _____

CONTRACT INFORMATION

Contract Name: Lease Agreement Contract Value: \$1.00

Brief Description: Nassau County to lease property and improvements owned by the Nassau Oaks Volunteer Fire Department as described in the lease agreement.

Contract Dates: From: 10-1-2014 to 9-30-2015 Status: New Renew Amend# WA/Task Order

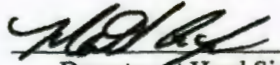

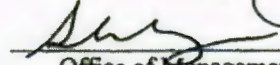
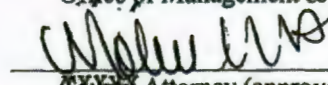
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Not for Profit

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

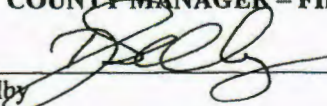
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|-----------------|-----------------------------------|
| 1. |  | <u>11-15-14</u> | <u>0422⁴522-544000</u> |
| | Department Head Signature | Date | Funding Source/Acct # |
| 2. |  | <u>11-14-14</u> | |
| | Contract Management | Date | |
| 3. |  | <u>11-24-14</u> | |
| | Office of Management & Budget | Date | |
| 4. |  | <u>11/20/14</u> | |
| | County Attorney (approved as to form only) | Date | |
| | Mollie M. Garrett, Esq. | | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL



Ted Selby _____ 11/20/14

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

14 DEC -2 AM 9:46

RECEIVED
OFFICE OF CLERK OF COURTS
NASSAU COUNTY FLORIDA

RECEIVED
CONTRACT MANAGEMENT
2014 NOV 26 PM 3:02

RECEIVED
CONTRACT MANAGEMENT
2014 DEC -1 PM 12:39

RECEIVED
COUNTY MANAGER
2014 NOV 14 AM 11:11

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2192-197

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#: (904) 568-8885 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. 7/Seventh Extension to the Property Lease Agreement for the Nassau Oaks Volunteer Fire Department

Contract Dates : From: _____ to: _____ 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: 10/01/21 to 9/30/22 TOTAL OR AMENDMENT AMOUNT: \$1.00 per year

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|--------------------------|---|
| 1. | <u><i>[Signature]</i></u>
Department Head Signature | <u>9-17-21</u>
Date | <u>Fire Rescue</u>
Submitting Department |
| 2. | <u><i>[Signature]</i></u>
Procurement | <u>9/20/2021</u>
Date | <u>04224522-544000</u>
Funding Source/Acct # |
| 3. | <u><i>Megan Diehl</i></u>
Office of Management & Budget | <u>9/21/2021</u>
Date | |
| 4. | <u><i>Michael S. Mullin</i></u>
County Attorney/Contract Management | <u>9/22/2021</u>
Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Pope AICP 9/22/2021
Taco Pope Date

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

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

CS-21-022
Contract Tracking No. CM2192-A7

**AMENDMENT NO. 7 / SEVENTH EXTENSION TO THE
LEASE AGREEMENT FOR THE
NASSAU OAKS VOLUNTEER FIRE DEPARTMENT**

THIS AMENDMENT entered into this 24th day of September, 2021 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 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 agreement between the parties; any extension of performance period under this provision shall be in one (1) year increments; and

WHEREAS, the parties agreed to extend the term of the Agreement for additional one (1) year periods beginning October 1, 2015 and ending September 30, 2021; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional one (1) year period beginning October 1, 2021 and ending September 30, 2022.

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

- 1. In accordance with the terms of the Agreement dated November 26, 2014, the term of the Agreement is hereby extended for an additional one (1) year period beginning October 1, 2021 and ending September 30, 2022.
- 2. All other provisions of said Agreement not in conflict with this Agreement shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP 9/22/2021
Taco E. Pope, AICP, COUNTY MANAGER
Its: Designee

NASSAU OAKS VOLUNTEER FIRE DEPARTMENT

Craig Hill 9/23/2021
Printed Name: Craig Hill
Its: CHIEF

Lovena A. Young
Printed Name: LOVENA YOUNG
Its: PRESIDENT, BOARD OF DIRECTORS