

CS-21-252

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM2930-A2

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 Vehicle Lease Agreement
Description: Amendment No. 2/Second Extension to Nassau County Vehicle 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 #: CM2930 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
2. *[Signature]* 6/24/2022 SB 7P 6/22/2022
Procurement Date
3. *[Signature]* 6/22/2022
Office of Mgmt & Budget Date
4. *[Signature]* 6/24/2022 6/27/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *[Signature]* 6/25/2022
County Manager Date

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

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

Contract Tracking No. CM2930-A2

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. YOUN

PRINTED NAME: _____
ITS: PRESIDENT, BOARD OF DIRECTORS

Lovena A. Young

**AMENDMENT NO. 2 / SECOND EXTENSION TO THE
VEHICLE LEASE AGREEMENT**

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 October 23, 2020; and

WHEREAS, the Agreement provided for an initial term of one (1) year beginning October 1, 2020 and ending September 30, 2021, 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 October 23, 2020, 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.

VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT (the "Lease") made and entered into this 23rd day of October, 2020 (the "Execution Date"), **BY AND BETWEEN:** **The Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the "Lessee"), Party of the First Part, and **Nassau Oaks Volunteer Fire Department**, whose address is 56300 Nassau Oaks Drive, Callahan, Florida 32011, (the "Lessor"), Party of the Second Part.

BACKGROUND

- A. The Lessor desires to lease the vehicles as described on the schedule to the Lessee, the description of which is attached hereto as Exhibit "A".

- B. Volunteer Fire Department owns the Vehicles that are the subject of this "Lease".

IN CONSIDERATION of the mutual covenants and promises in this Lease and other valuable consideration, the sufficiency of which consideration the Parties hereby acknowledge, the Lessor leases the Vehicles described in this Lease to the Lessee, and the Lessee leases the Vehicle from the Lessor on the following terms:

Lease Cost Disclosure

- 1. The full retail value of the Vehicle as of this date is per schedule.
- 2. All vehicles are to be leased for a total of \$1.00 per year.

Contract Number CM2930

3. The term of the Lease is twelve (12) months (the "Term"), for the period commencing October 1, 2020 and ending September 30, 2021. The Term may be extended in one (1) year increments upon mutual agreement of the parties.
4. This Lease includes unlimited miles. The Lessee will not be required to pay any fees for miles used.
5. The total amount payable by the Lessee upon signing this Lease is \$1.00.
6. Except as expressly provided in this Lease, no warranties, either express or implied, statutory or otherwise, as to any matter whatsoever, have been given by the Lessor.

Lessee Obligations

7. The Lessee will assume all risk of loss and damage to the Vehicle. The Lessee is responsible for insuring the Vehicle based on its full value, with the following coverage:
 - a. Bodily Injury and Property Damage coverage in the minimum amount of \$1,000,000.00.
 - b. Comprehensive Fire and Theft insurance with a maximum deductible of \$1,000.00.
 - c. Collision insurance with a maximum deductible of \$1,000.00.

Contract Number CM2930

The Lessee will ensure that the Lessor is named as registered owner, and as "Additional Insured" and loss payee in the insurance policy (the "Insurance Policy").

8. The Lessee agrees to cooperate with the Lessor and the insurance company in pursuing or defending any claim or action resulting from the use of the Vehicle. Any award or money the Lessee receives as a result of a claim or action is to be assigned to the Lessor. If the Lessee fails to maintain insurance or if a claim is denied by the Lessee's insurance company for any reason, the Lessee remains responsible to pay the total cost of the Lease.
9. The Lessee agrees to indemnify the Lessor from any loss, and in order to prevent such loss, the Lessee will do the following:
 - b. Keep the Vehicle free of encumbrances, such as fines and liens.
 - c. Indemnify the Lessor from all claims and expenses resulting from the maintenance and use of the Vehicle.
 - d. Pay all amounts owed under this Lease without deducting any amounts the Lessee claims to be owed by the Lessor.
10. The Lessee is prohibited from using, transferring, or altering the Vehicle, as follows:
 - a. The Vehicle is not to be used by drivers without an appropriate license or those restricted under the Insurance Policy.

Contract Number CM2930

- b. The Vehicle is not to be used illegally, in a manner contrary to the Insurance Policy, or as a vehicle for hire or public transport.
 - c. The Lessee will not transfer or assign this Lease, or ownership of the Vehicle, to a third party, except with the Lessor's prior written consent. The Lessee will also ensure that the Vehicle is not seized, confiscated, or involuntarily transferred, even if the Vehicle is the subject of judicial or administrative proceedings.
 - d. The Lessee will not remove the Vehicle from the State in which this Lease was signed without the Lessor's prior written consent, with the exception of trips within continental North America of less than sixty (60) days.
 - e. The Lessee will not install accessories in the Vehicle, or alter the Vehicle in any way, without the Lessor's prior written consent.
11. During the term of the Lease, the Lessee will be responsible for paying all fees required for registration, licensing, testing, and any inspection of the Vehicle requested by a government or other authority. The initial cost of registration must be paid prior to removing the Vehicle from the Lessor's possession.

Inspections

12. The Lessee acknowledges that the Vehicle has been inspected and the Lessee accepts the Vehicle as being in a good state

Contract Number CM2930

of repair, not including manufacturer's defects which would not have been visible upon inspection.

13. The Lessor has the right to inspect the Vehicle, without prior notice, at all reasonable times during the Term of this Lease.

Event of Default

14. The Lessee will be in default under this Lease if:

- a. The Lessee fails to make the annual payment on the due date;
- b. A bankruptcy, receivership, or insolvency proceeding is initiated by the Lessee or against the Lessee;
- c. A creditor or a government authority seizes the Vehicle;
- d. The Lessee has misrepresented personal or financial information;
- e. The Vehicle is stolen or damaged beyond repair;
- f. The Vehicle is not returned at the end of the Term;
or
- g. The Lessee breaches any other term of this Lease.

15. In the event that the Lessee defaults under this Lease, the Lessee will be required to pay the amounts applicable to the Vehicle during the remainder of the Term.

16. If the Lessee defaults under this Lease, the Lessor will pursue the remedies outlined in this Lease, in addition to any other remedies allowed by law. If the Lessee defaults,

Contract Number CM2930

the Lessor may terminate this Lease, and may recover the Vehicle and sue the Lessee for damages.

Excessive Wear and Tear

17. The Lessee is responsible for ensuring that the Vehicle is regularly maintained and is kept in good repair. Regular maintenance and repair includes, but is not limited to, the excessive wear and tear provisions below. The Lessee is to pay the costs of regular maintenance and any costs for repairs not covered by warranty.

18. Excessive wear and tear will include, but is not limited to, the following, even if covered by the Lessee's Insurance Policy:

- a. cracked, damaged, or tinted glass;
- b. dented or damaged body panels, fenders, lights, or paint;
- c. missing equipment or accessories that were provided with the Vehicle, including but not limited to wheel covers, jack, wheel wrench, and spare tire or regular tires;
- d. tires with less than 3mm of tread remaining at lowest point;
- e. damage to the interior of the Vehicle, including but not limited to dash, seats, floor covering, upholstery, truck liner, and center console (if applicable); or

Contract Number CM2930

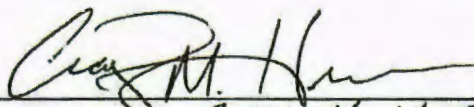
f. mechanical damage that affects the safe, proper, or lawful operation of the Vehicle, which would include damage that causes the Vehicle to fail a safety inspection in the State where this Lease was signed.

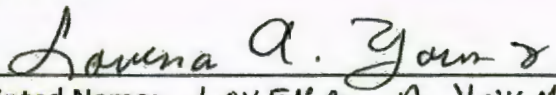
19. If the Vehicle has excess wear and tear, there will be a charge to the Lessee for the excess wear and tear.

Dated this 23rd day of October, 2020.

Lessor:

NASSAU OAKS VOLUNTEER FIRE DEPARTMENT


Printed Name: CRAIG M. HEPPE
Its: CHIEF


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

Lessee:

BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA


Printed Name: Taro E. Pope
Its: COUNTY MANAGER, BOARD DESIGNEE

Contract Number CM2930

**VEHICLE LEASE AGREEMENT
EXHIBIT "A"**

Vehicle 1 VIN 1HTWCADR13J075291 (Pumper 11)

2003 International Pumper Tanker

Vehicle 2 VIN 1GCJK39647E599022 (Attack 11)

2007 Chevrolet Brush Truck

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.
CM2930

CONTRACTOR INFORMATION

Name: Nassau Oaks Volunteer Fire Department

Address: 56300 Nassau Oaks Drive 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: Vehicle Lease Agreement Contract Value: \$1.00

Brief Description: Lease agreement for the '03 International Pumper Tanker and '07 Chevrolet Brush Truck

Contract Dates : From: 10/01/20 to: 09/30/21 Status: New Renew Amend# WA/Task Order

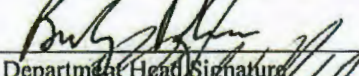
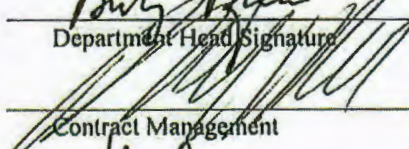
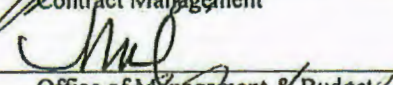
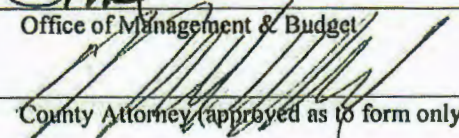
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

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. |  Department Head Signature | <u>10-14-20</u> Date | <u>Fire Rescue</u> Submitting Department |
| 2. |  Contract Management | <u>10/19/20</u> Date | <u>04224522 - 514000</u> Funding Source/Acct # |
| 3. |  Office of Management & Budget | <u>10/22/20</u> Date | |
| 4. |  County Attorney (approved as to form only) | <u>10/19/21</u> Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL


Taco Pope 10/23/20
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

CS-21-021
Contract Tracking No. CM2930-A1

AMENDMENT NO. 1 / FIRST EXTENSION TO THE
VEHICLE LEASE AGREEMENT

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 October 23, 2020; and

WHEREAS, the Agreement provided for an initial term of one (1) year beginning October 1, 2020 and ending September 30, 2021, with an option to extend in one (1) year increments upon mutual agreement between the parties; 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, 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 Herr 9/23/2021
 Printed Name: Craig Herr
 Its: CHIEF

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

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2930-A1

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: Vehicle Lease Agreement Contract Value: \$1.00 per year

Brief Description: Amendment No. 1/First Extension to Nassau County Vehicle Lease Agreement with Nassau Oaks VFD

Contract Dates : From: _____ to: _____ Status: New Renew Amend# WA/Task Order

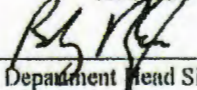

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: CM2930 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>9-17-21</u> | <u>Fire Rescue</u> |
| | Department Head Signature | Date | Submitting Department |
| 2. |  | <u>9/22/2021</u> | <u>04224522-544000</u> |
| | Procurement | Date | Funding Source/Acct # |
| 3. | <u>Megan Diehl</u> | <u>9/22/2021</u> | |
| | Office of Management & Budget | Date | |
| 4. | <u>Michael S. Mullin</u> | <u>9/22/2021</u> | |
| | County Attorney/Contract Management | Date | |

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Taco E. Popey AICP 9/22/2021

Taco Popey 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