

CS-17-124

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.

CM2243-A3

CONTRACTOR INFORMATION

Name: Ring Investments

Address: 500 World Commerce Parkway St. Augustine Florida 32092
City State Zip

Contractor's Administrator Name: Michael Maguire Title: Account Manager

Tel#: (904) 862-8882 Fax: _____ Email: Michael.Maguire@RingPower.com

CONTRACT INFORMATION

Contract Name: Governmental Long-Term Vehicle Lease Agreement Contract Value: _____

Brief Description: Amendment to revise the Article 1 and 2 extending the lease to 9/10/19 and reducing the buyback price to \$65,518.23

Contract Dates : From: 9/11/15 to: 9/10/19 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. [Signature] 11/22/17
Department Head Signature Date

2. [Signature] 11/29/17
Contract Management Date

3. [Signature] 12/4/17
Office of Management & Budget Date

4. [Signature] 12/4/17
County Attorney (approved as to form only) Date

Solid Waste

Submitting Department

01357534 -544000, 01369534 -544000

Funding Source/Acct #

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature]
Shanea D. Jones

12-21-17
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

3rd AMENDMENT TO GOVERNMENTAL LONG-TERM VEHICLE LEASE AGREEMENT
REF: CAT CT660; VIN 3HTJGKTXGN119591; SERIAL #TEP01460

This 3rd AMENDMENT TO GOVERNMENTAL LONG-TERM VEHICLE LEASE AGREEMENT ("Amendment") dated as of December 1, 2017 is by and between RING INVESTMENTS, LLC ("Lessor"), and NASSAU COUNTY BOCC, ("Lessee").

WHEREAS, Lessor and Lessee executed that certain Governmental Long-Term Vehicle Lease Agreement dated as of the 1st day of August, 2015 (the "Agreement"), a copy of which is attached hereto as Exhibit "A."

WHEREAS, Lessor and Lessee executed that certain Amendment to Governmental Long-Term Vehicle Lease Agreement, dated as of the 1st day of October, 2015 (the "Agreement"), a copy of which is attached hereto as Exhibit "B."

WHEREAS, Lessor and Lessee executed that certain 2nd Amendment to Governmental Long-Term Vehicle Lease Agreement, commencement date as of the 27th day of January, 2017 (the "Agreement"), a copy of which is attached hereto as Exhibit "C."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the Agreement as follows:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Nassau County BOCC, as Lessee, hereby revises Items 1 and 2 to read as follows:

"1. **LEASE.** LESSOR hereby leases to LESSEE, and lessee LEASES FROM lessor, the following described vehicle (hereinafter "Vehicle"), upon the terms set forth herein:

| | |
|-----------------------|--------------------------------|
| Make | Caterpillar |
| Model | CT660 |
| VIN | 3HTJGKTXGN119591/TEP01460 |
| Monthly Lease Rate | \$3,124.53 |
| Option Purchase Price | \$65,518.23 |
| Max Hr Use/Yr Mileage | 2500 hrs/25,000 Miles Per Year |

"2. **LEASE TERM.** The term of this Lease shall be forty eight (48) months. The Lease shall commence upon Sept. 11, 2015 ("Commencement Date"). The Lease shall terminate upon Sept. 10, 2019 ("Termination Date"). This Lease cannot be cancelled or terminated except as expressly provided herein. Upon the expiration or earlier termination of this Lease, LESSEE, at its own risk and expense, shall return the Vehicle(s) unencumbered to the LESSOR in good repair, ordinary wear and tear resulting from proper use thereof alone excepted. LESSEE shall deliver Vehicle(s) to LESSOR at the address listed above or to such other place within the State of Florida as LESSOR shall designate on or before the Termination Date."

2. Except as provided herein, the Agreement shall remain unchanged and in full force and effect in accordance with their respective terms. Any additional modifications are null and void unless approved in writing by Lessor. It is specifically understood and agreed that the foregoing shall not be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of Lessor's rights or remedies under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the 30th of Dec, 2017.

Signed, sealed and delivered
In the presence of:

Kristen Knight
Kristen Knight

Lessor:
RING INVESTMENTS, LLC

By:
Name:
Its:

Susan S. Richardson
SUSAN S. RICHARDSON
MANAGER

Lessee:
NASSAU COUNTY BOCC

S. Robertson
S. Robertson

By:
Name:
Its:

Shanea D. Jones
Shanea D. Jones
County Manager