

Dear Chief Daniel Lightsey,

**Renewal of Agreement for Reserve/Support Program**

This letter confirms the renewal of the Contract on the terms set out below.

**General information**

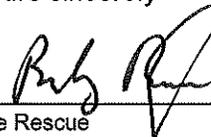
No.	Topic	Details
1	<b>Department</b>	Name: Fire Rescue
2	<b>Vendor</b>	Name: Yulee Volunteer Fire Department
3	<b>Contract</b>	Contract title: Reserve Support Program Effective Date: May 31, 2017 Contract tracking number: CM2435-AR01

**Contract Renewal**

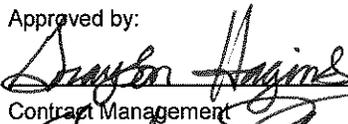
On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Contract for one (1) year, beginning June 1, 2018 and ending May 31, 2019 in accordance with the First Amendment entered into on, November 21, 2017.

If you need more information or would like to discuss this matter further, please contact Grayson Hagins at 904-530-6040 or ghagins@nassaucountyfl.com

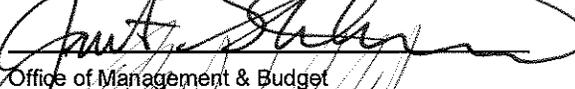
Yours sincerely

  
\_\_\_\_\_  
Fire Rescue

3-19-18  
Date

Approved by:  
  
\_\_\_\_\_  
Contract Management

5/15/18  
Date

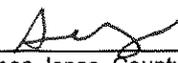
  
\_\_\_\_\_  
Office of Management & Budget

5/16/18  
Date

  
\_\_\_\_\_  
County Attorney

5/18/18  
Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

  
\_\_\_\_\_  
Shanea Jones, County Manager

5-22-18  
Date

RECD COUNTY MGR  
18 MAY '18 PM3:41

AD COUNTY MGR  
MAY '18 PM4:53

CS-17-87

**CONTRACT APPROVAL FORM**

(Contract Management Use only)  
**CONTRACT TRACKING NO.**  
**CM2435-A1**

**CONTRACTOR INFORMATION**

Name: Yulee Volunteer Fire Department

Address: 86048 Goodbread Road, Yulee, FL 32097  
City State Zip

Contractor's Administrator Name: Chief Daniel J. Lightsey Title: President

Tel#: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTRACT INFORMATION**

Contract Name: Agreement for Reserve/Support Program Contract Value: \_\_\_\_\_

Brief Description: Amending the effective date from June 30, 2017 to May 31, 2017; providing for automatic renewals for additional one-year periods

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 #: CM2435 Increase Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: 05/31/17 to 5/31/18 TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6**

- |    |  |                        |  |
|----|--|------------------------|--|
| 1. | <u>[Signature]</u><br>Department Head Signature                  | <u>11-3-17</u><br>Date | <u>Fire Rescue</u><br>Submitting Department              |
| 2. | <u>[Signature]</u><br>Contract Management                        | <u>11/6/17</u><br>Date | <u>04224522-Various objects</u><br>Funding Source/Acct # |
| 3. | <u>[Signature]</u><br>Office of Management & Budget              | <u>11/8/17</u><br>Date | <u>ms</u><br><u>11/1/17</u>                              |
|    | <u>[Signature]</u><br>County Attorney (approved as to form only) | <u>11/5/17</u><br>Date |  |

Comments: \_\_\_\_\_

**COUNTY MANAGER -- FINAL SIGNATURE APPROVAL**

[Signature] 11-21-17  
Shanea D. Jones 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

17 NOV -6 PM 4:38

17 NOV 13 PM 12:23

FIRST AMENDMENT TO THE AGREEMENT FOR A NASSAU COUNTY FIRE RESCUE  
RESERVE/SUPPORT VOLUNTEER FIRE UNIT

THIS AGREEMENT made and entered into this 21 day of November, 2017 by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "Board", and the YULEE VOLUNTEER FIRE DEPARTMENT, 86048 Goodbread Road, Yulee, Florida 32097, hereinafter referred to as "YVFD".

WHEREAS, the Board and YVFD entered into an agreement on June 30, 2017 to provide service as a Nassau County Fire Rescue Reserve/Support Volunteer Fire Unit; and

WHEREAS, it has become necessary to amend the agreement entered into on June 30, 2017, specifically Article 11, regarding the effective date of the agreement and auto renewal provisions; and

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and understanding contained herein, the parties hereto do mutually agree as follows:

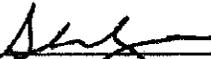
1. Article 11 shall be amended as follows: "This Agreement shall be effective for the period beginning May 31, 2017 and ending May 31, 2018. This agreement shall be reviewed by the Fire Chief annually no less than three (3) months prior to the expiration date. Based upon the review of all records and certification of compliance with all provisions of this contract, a recommendation by the Fire Chief will be made to the County Manager,

Contract No. CM2435-A1

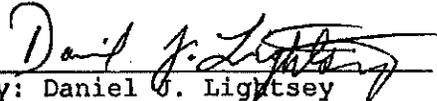
designee for the Board of County Commissioners, for auto renewal of the agreement for one (1) additional year.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first stated above.

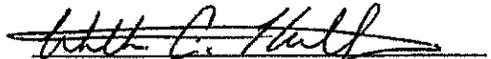
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
SHANEA JONES, COUNTY MANAGER  
Its: Designee

YULEE VOLUNTEER FIRE DEPARTMENT

  
\_\_\_\_\_  
By: Daniel J. Lightsey  
Its: Chief/President

ATTEST:

  
\_\_\_\_\_  
Print Name: William C. Hatfield  
Title: Asst Chief/Vice President

CS-16-201

# CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.**  
**CM2435**

## CONTRACTOR INFORMATION

Name: Yulee Volunteer Fire Department

Address: 86048 Goodbread Road, Yulee, FL 32097

Contractor's Administrator Name: Daniel J. Lightsey Title: Chief

Tel#: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: Yulee Reserve Agreement Contract Value: \$1.00

Brief Description: Nassau County Reserve / Support agreement with Yulee Volunteer Fire Department.

Contract Dates : From: 5/31/17 to: 5/30/18 Status:  New  Renew  Amend#  WA/Task Order

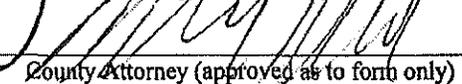
How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

### 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. |  | <u>6-16-17</u> | <u>Fire Rescue</u>                |
|    | Department Head Signature   | Date           | Submitting Department             |
| 2. |  | <u>6/22/17</u> | <u>04224522 - various objects</u> |
|    | Contract Management   | Date           | Funding Source/Acct #             |
| 3. |  | <u>6/23/17</u> | 17 JUN 22 PM 3:19                 |
|    | Office of Management & Budget   | Date           |                                   |
| 4. |  | <u>6/26/17</u> |                                   |
|    | County Attorney (approved as to form only)  | Date           |                                   |

Comments: \_\_\_\_\_

## COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 \_\_\_\_\_ 6-29-17  
Shanea D. Jones 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

**AGREEMENT**

THIS AGREEMENT is being entered into this 30 day of June, 2017 between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, hereafter called "the COUNTY", and the YULEE VOLUNTEER FIRE DEPARTMENT hereinafter called "YVFD".

**WITNESSETH:**

WHEREAS, the COUNTY has dissolved all contracts with independent volunteer fire departments operating within Nassau County and created the RESERVE / SUPPORT programs for the purpose of funding and managing volunteer fire protection and first responder operations.

WHEREAS, YVFD has certain firefighting facilities, equipment and personnel, which provide fire protection and first responder services to the Yulee community and the geographical area known as Fire District 3, as well as the surrounding areas of Nassau County, as requested by the County through NASSAU COUNTY FIRE RESCUE (NCFR).

WHEREAS, the COUNTY, a political subdivision of the State of Florida, desires to furnish YVFD with certain firefighting equipment and funding for fire protection services; and

WHEREAS, in exchange for said COUNTY provided equipment and funding, YVFD agrees to provide fire protection and first responder services for the unincorporated areas of Nassau County in accordance with the terms hereinafter enumerated;

NOW, THEREFORE, in consideration of these premises, the COUNTY and YVFD hereby agree as follows:

1. YVFD will provide service as a NCFR Reserve/Support Volunteer Fire Unit within the geographical area defined on the aforementioned Fire Services Map. Said Reserve/Support Fire Unit shall be housed at and operate from 86048 Goodbread Road, Yulee, Florida 32097. Said Unit shall be organized and staffed in accordance with applicable laws and regulations of the State of Florida, including minimum certification standards, and functioning under the auspices of the NCFR Fire Chief.
2. All calls should originate from the 9-1-1 dispatch.
3. Any response to a direct call shall be logged in with dispatch in order to establish a record of the call.
4. YVFD will submit an incident report not later than fifteen (15) days after each call. The incident report will, at a minimum, contain the type of incident, the number of reserve firefighters responding, the name and address of the property/vehicle owner.

5. Funding for services rendered under this agreement shall be provided by the COUNTY by way of the NASSAU COUNTY FIRE RESCUE (NCFR) budget. The NCFR Fire Chief will work in coordination with the Yulee District Chief to develop a budget that provides for the operations of the Unit. All expenses related to the operations of the Station will be paid by the COUNTY at the discretion of the NCFR Fire Chief and in accordance with COUNTY purchasing policies.
6. The COUNTY agrees to lease the vehicles owned by YVFD and provide for the maintenance of said vehicles and associated equipment to include all annual testing.
7. YVFD shall be responsible for maintaining insurance on any building housing vehicles leased by the COUNTY.
8. YVFD will provide a roster each year with the last quarterly report from the previous fiscal year. The roster will identify the highest level(s) of certification of each member. Because firefighters are covered by the COUNTY'S Workers Compensation Insurance, and in order to assure the firefighters are properly covered the DEPARTMENT will provide updated rosters as changes of membership or membership status occur. Member status (active, reserve, honorary, pending, etc.) will be provided on the roster along with other requested indentifying information. YVFD will also submit to the NCFR Fire Chief a current set of its By-Laws and its most current annual Not-For-Profit report from the State of Florida.
9. New members are not eligible to become active until the Fire Chief or his designee has determined that a drug screen and background check have been completed and approved. New members are not eligible to become active until they have documented 16 hours of orientation as approved by the Nassau County Fire Rescue Department. YVFD shall follow the COUNTY'S drug testing policies.
10. NCFR shall transmit to YVFD any changes in Standard Operating Guidelines (SOG). Changes that effect YVFD operationally will be discussed with the affected parties.
11. This Agreement shall be effective on ~~the date first above written~~, and shall automatically be reviewed by the Fire Chief annually prior to \_\_\_\_\_ 1<sup>st</sup>. Based upon the review of all records and certification of compliance with all provisions of this contract, a recommendation by the Fire Chief via the County Manager will be made to the BOCC annually for renewal.
12. Nothing in this agreement should be construed as an attempt by the COUNTY to impose any restraints on the use of funds derived from sources other than the appropriation of the COUNTY (donations, fundraising, etc.). Those monies shall be used at the discretion of YVFD and in accordance with its by-laws.

one year from May 31st 2008

old date

13. Any modification to this agreement must be reduced to writing, signed by the proper authorities of the COUNTY and YVFD, and attached to this Agreement.
14. This agreement does not create or imply any employee / employer relationship between YVFD and the COUNTY.
15. YVFD shall keep adequate records and supporting documentation applicable to this agreement. Said records and reimbursement documentation shall be retained by YVFD for a minimum of five years from the date of termination of this agreement. The COUNTY and its authorized agents have the right to audit, inspect, and copy all such records and documentation as often as the COUNTY deems necessary during the period of this agreement and during the five years thereafter; these activities shall be conducted only during normal business hours unless otherwise necessitated by an immediate need. The COUNTY, during the period of time expressed by the preceding, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of YVFD which concerns the aforesaid records and documentation.
16. YVFD will indemnify, hold harmless and defend the COUNTY and the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, and the respective agents and employees of the COUNTY and the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (all of the foregoing, collectively, the "INDEMNIFIED PARTIES") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter be brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act of omission, or based on any acts of fraud or defalcation by YVFD, its agents, subcontractors, assigns, heirs, and employees during performance under this agreement.
17. The Nassau County Fire Chief will be responsible for monitoring and enforcing the provisions of this agreement. Either party may terminate the Contract in whole or in part by giving the other party written notice at least ninety (90) days prior to the effective date of the termination. Upon receipt of notice of termination, YVFD shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to YVFD for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the YVFD.
18. DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and YVFD as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or YVFD, 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 YVFD. 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 YVFD'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 initiating party. 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 initiating party. No litigation shall be initiated unless and until the procedures set forth herein are followed.

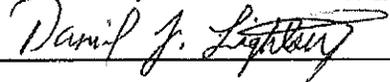
Contract Number CM2435

IN WITNESS WHEREOF, the parties to this Agreement hereby set their hands and seals the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
SHANEA D. JONES  
Its: Designee

YULEE  
VOLUNTEER FIRE DEPARTMENT

BY: Daniel J. Lightsey  
Its: Chief / President  
  
\_\_\_\_\_

ATTEST:  
Print Name: William Cody H. Fickett  
Title: Asst Chief / Vice President