

CS-17-46

(Contract Management Use only)

# CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.  
**CM2474**

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

17 OCT - 3 AM 9:56

## CONTRACT INFORMATION

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

Brief Description: Vehicle Lease Agreement for the Nassau Oaks Volunteer Fire Department 2003 International Pumper Tanker and 2007 Chevrolet Brush Truck

Contract Dates : From: 10/1/17 to: 9/30/18 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. [Signature] 9-26-17 Fire Rescue  
Department Head Signature Date Submitting Department
2. [Signature] 10/2/17 04224522-544000  
Contract Management Date Funding Source/Acct #
3. [Signature] 10/4/17  
Office of Management & Budget Date
4. [Signature] 10/7/17  
County Attorney (approved as to form only) Date

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

### COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] 10-30-17  
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

VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT (the "Lease") made and entered into this 30 day of October, ~~2016~~<sup>2017</sup> (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.

3. The term of the Lease is 12 months (the "Term"), for the period commencing October 1, 2017 and ending September 30, 2018.
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 \$1000.00.
  - c. Collision insurance with a maximum deductible of \$1000.00.

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.
  - 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 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 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, 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
- 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 30 day of October, 2017.

Lessor:

**NASSAU OAKS VOLUNTEER FIRE DEPARTMENT**

  
\_\_\_\_\_  
CHIEF

  
\_\_\_\_\_  
PRESIDENT, BOARD OF DIRECTORS

Lessee:

**BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA**

  
\_\_\_\_\_

SHANEA JONES, COUNTY MANAGER, BOARD DESIGNEE

**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**