

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2714

CONTRACTOR INFORMATION

Name: United States of America via Department of The Navy

Address: Box 30A, Bldg 135N, Ajax Street Jacksonville FL 32212

City State Zip

Contractor's Administrator Name: Nathan Leffingwell Title: Realty Specialist

Tel#: (904) 542-6367 Fax: _____ Email: nate.leffingwell@navy.mil

CONTRACT INFORMATION

Contract Name: License Agreement Contract Value: No Cost

Brief Description: License Agreement to have thermoluminescent dosimeters placed on fifteen (15) county street signs

Contract Dates : From: Effective dt 12/4/19 to: 12/3/24 Status: New Renew Amend# WA/Task Order

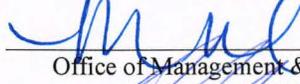
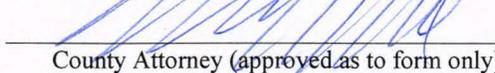
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

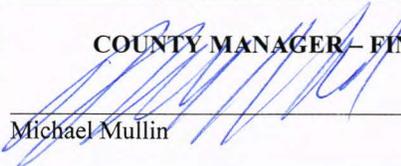
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.		<u>11/22/19</u>	<u>County Manager</u>
	Department Head Signature	Date	Submitting Department
2.		<u>11/20/19</u>	<u>N/A</u>
	Contract Management	Date	Funding Source/Acct #
3.		<u>11/22/19</u>	
	Office of Management & Budget	Date	
4.		<u>11/24/19</u>	
	County Attorney (approved as to form only)	Date	

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 11/26/19

Michael Mullin 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

**LICENSE AGREEMENT
BY AND BETWEEN NASSAU COUNTY, FLORIDA
AND
THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY**

This License Agreement (“AGREEMENT”) is effective this 4th day of December 2019, by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as “LICENSOR”, and the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy, hereinafter referred to as “LICENSEE”.

RECITALS

WHEREAS, LICENSOR currently has Fifteen (15) street signs located at various points along roadways in Nassau County, Florida, all of which are authorized pursuant to underlying Nassau County right-of-way easement(s); the latitude and longitude of each of the fifteen (15) street signs, as well as pictures of the fifteen (15) street signs to be utilized, are set forth in **Exhibit A** and an overview map is set forth in **Exhibit B**, both **Exhibit A** and **Exhibit B** are attached hereto and incorporated herein by reference; and

WHEREAS, LICENSEE has requested LICENSOR provide a license agreement for LICENSEE to place and monitor fifteen (15) thermoluminescent dosimeters [“TLDS” – which are small, non-powered, passive receptors that measure approximately four inches by two-inches by one-half inch (4”x2”x0.5”)] on the above noted fifteen (15) street signs as more particularly described in **Exhibit A**;

WHEREAS, LICENSOR, insofar as its right, title and interest enable it to do so and without warranty, is willing to provide such license to LICENSEE on the terms and conditions provided herein;

NOW THEREFORE, for and in consideration of the mutual covenants and obligations provided herein and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, LICENSOR and LICENSEE agree as follows:

1. Revocable License. LICENSOR grants LICENSEE a revocable license to enter into and upon the Property more particularly depicted in Exhibit A at any time within the term of this AGREEMENT for the Purpose and Use set forth below in section 3.
2. Compensation. LICENSOR agrees to provide this license at no cost.
3. Purpose and Use. LICENSOR and LICENSEE agree as follows:

a. During the term of this agreement, LICENSOR grants to LICENSEE a revocable, non-exclusive right of access license to enter into and upon the Property in order to place and monitor fifteen (15) thermoluminescent dosimeters [“TLDs” – which are small, non-powered, passive receptors that measure approximately four inches by two-inches by one-half inch (4”x2”x0.5”)] on the above noted fifteen (15) street signs as more particularly described in **Exhibit A**. The TLDs will monitor environmental conditions in the vicinity of Naval Submarine Base Kings Bay, Georgia.

b. The Navy will be solely responsible for monitoring, replacing, and removing the TLDs. The Navy plans to place, replace, and monitor the TLDs during the first (1st) month of each quarter, i.e. January, April, July and October. Thus, four (4) times a year, the Navy, via Nuclear Regional Maintenance Department, Kings Bay (“NRMD-KB”) will monitor and record data from the TLDs. The TLDs shall remain the property of the Navy and will be removed from fifteen (15) street signs on or before the termination of this Agreement.

c. The Property may not be used for any other purpose without the prior written consent of the LICENSOR and in any event shall be used in compliance with all applicable laws and regulations. The LICENSEE’S Contract Number for this License is **N69450-19-RP-00021**.

d. LICENSEE placement and monitoring of the fifteen (15) TLDs shall be at its sole cost and expense.

4. Term of Agreement. The term of this Agreement is for a period of five (5) years from the effective date stated above. This license may be terminated or revoked at any time, by either LICENSOR or LICENSEE, with or without cause, by providing sixty (60) days written notice to the other party as further set forth in the Notices and Communications provision set forth below at section 11.c. A review of this Agreement will be made in the last year it is in effect to determine if it should be renewed, modified, or terminated.

5. Reservation by LICENSOR. LICENSOR reserves unto itself the permanent right to maintain and replace the fifteen (15) street signs located at the latitudes and longitudes more particularly described in **Exhibit A**. However, prior to replacing any or all of the fifteen (15) street signs, LICENSOR shall notify LICENSEE, in accordance with Notices and Communications provision set forth below at section 11, in order to allow LICENSEE to coordinate removal of the impacted TLD(s) and then placement of the impacted TLD(s) on the new sign(s).

6. Non-interference with LICENSOR Operations. LICENSEE’S placement and monitoring of the fifteen (15) TLDs shall be in a manner that does not materially interfere with LICENSOR’S normal use of the Property.

7. Inspection by LICENSEE. LICENSEE has visited and inspected each of the fifteen (15) street signs located at the latitudes and longitudes more particularly described in **Exhibit A** and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to LICENSEE by LICENSOR as to the condition of the fifteen (15) street signs or the suitability of the same for LICENSEE’S Purpose and Use as set forth above in section 3.

8. No Lease. This AGREEMENT does not and shall not be deemed to constitute a lease or a conveyance of the Property by LICENSOR to LICENSEE or to confer upon LICENSEE any right, title, estate or interest in or to the Property and said AGREEMENT shall not be recorded in the official public records of the Nassau County Clerk of Court. This AGREEMENT grants to LICENSEE only a personal privilege to use the Property for the Term hereof on the terms and conditions set forth herein and may be terminated or revoked at any time, with or without cause, in accordance with the terms herein.

9. Damages to the Property.

a. A walkthrough of the Property, preferably in the company of LICENSOR's representative(s), will be conducted prior to the Government's use of the Property under this license and photographs and / or videos of the Property will be taken to document the current condition of the Property. The walkthrough will be memorialized using NAVFAC Joint Inspection and Inventory Report (JIIR), **Exhibit C**, attached hereto and incorporated herein by reference.

b. Unless sooner notified, LICENSOR agrees to notify the LICENSEE in writing of any damage to the Property within five calendar days of the expiration of the Term of this license. Failure to notify the LICENSEE within the five-day period constitutes a waiver of such damage claim, except for any damage not readily observable during such five-day period. The LICENSEE agrees to initiate settlement negotiations related to any damage claim within fifteen calendar days of receipt of notice.

10. Liability.

a. LICENSEE Liability to LICENSOR or Third Parties. LICENSEE shall be responsible to the LICENSOR for any injury to persons or damage to property proximately caused by the acts or omissions of LICENSEE, its agents, officers, or employees, to the extent allowed by the Federal Tort Claims Act (FTCA), 28 U.S.C. §1346(b), §§2671-2680, or the Military Claims Act (MCA), 10 U.S.C. §2733, as applicable. LICENSEE's liability for all injuries and damages under this clause is subject to and may not exceed appropriations available for such payment and nothing contained in this License may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. LICENSEE reserves the right to make repairs to any damaged structures that would return them to the condition that existed at the start of the AGREEMENT, subject to LICENSOR's oversight and approval. The right to make repairs shall not be construed as a modification of the rights and obligations under the FTCA or MCA. In no case will LICENSEE's liability exceed that allowable under applicable law, including the FTCA and MCA. The provisions of this clause are without prejudice to any rights LICENSOR may have in asserting a claim under the FTCA or the MCA, as applicable, for any and all damages as provided above or for any other damages, injuries, claims, or losses of any kind.

b. LICENSOR Liability to LICENSEE. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR DEATH OR INJURIES TO PERSONS

OR DAMAGE TO OR THEFT OF PROPERTY ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OF THE PROPERTY BY LICENSEE FOR THE PURPOSE AND USE SET FORTH IN SECTION 3. LICENSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

11. Notices and Communications. Contacts for the parties are as follows:

a. Notices.

To LICENSOR:

Name:

Title:

Address:

Telephone:

Email Address for notices:

To LICENSEE:

COMMANDING OFFICER

Naval Facilities Engineering Command
Southeast

P. O. Box 30, Bldg. 903

NAS Jacksonville, FL 32212-0030

Attention: Real Estate Contracting Officer, AM1

Telephone: (904) 542-6982

Email Address for notices:

nate.leffingwell@navy.mil

robert.f.nolan@navy.mil

b. All notices and other communication provided for herein shall be delivered to the LICENSEE specified above.

c. Format of Communications and Notices. All such communication shall be deemed to have been duly given (a) when transmitted if transmitted by telephone, fax, or e-mail before 5:00 p.m. Eastern time (otherwise the next business day); (b) when delivered, if personally delivered; or (c) in the case of a mailed notice, three (3) business days after the date deposited in the U.S. Mail, postage prepaid. Telephone and e-mail communications are encouraged, but modification or termination of this AGREEMENT must be made in writing and delivered by fax, courier, or U.S. Mail to the following addresses. Either party may change its contact information by giving written notice thereof to the other party.

12. Counterparts; Facsimile and PDF as a Writing. This AGREEMENT may be executed in any number of counterparts, and it shall not be necessary that the signatures of the parties hereto be contained on any one counterpart hereof. Additionally: (a) the signature pages taken from separate individually executed counterparts of this AGREEMENT may be combined to form multiple fully executed counterparts; and (b) electronic delivery of signature (i.e., transmission by any party of his, her or its signature on an original or any copy of this AGREEMENT by facsimile or by electronic mail over the internet in electronic format (e.g., so-called "PDF" or "portable document format") shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this AGREEMENT shall be deemed

to be originals, but all such counterparts, taken together or collectively, as the case may be, shall constitute one and the same instrument. Notwithstanding any statutory or decisional law to the contrary, notices and documents delivered by electronic delivery (i.e., transmission by facsimile or by electronic mail over the internet in electronic format (e.g., so-called “PDF” or “portable document format”) shall be deemed to be “written” and a “writing” for all purposes of this AGREEMENT.

13. Anti-Deficiency Act; LICENSEE’s Obligations. Notwithstanding any provision to the contrary, all of LICENSEE activities under or pursuant to this License are subject to the availability of appropriated funds, and no provisions shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Additionally, nothing contained in this AGREEMENT shall be considered to imply that the Congress of the United States of America will, at any later date, appropriate sufficient funds to meet the LICENSEE’s obligations under this AGREEMENT or any deficiencies hereunder.

14. No Assignment. This AGREEMENT may not be assigned, transferred or encumbered in any manner.

15. Governing Law. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with Federal law.

16. Entire Agreement. This License constitutes the entire AGREEMENT between the parties. Any modification or amendment to this AGREEMENT must be in writing and signed by all parties hereto.

17. Signatory Authority. The representatives of the LICENSOR and LICENSEE whose signatures appear below affirm by such signatures that they are acting within their delegated authority and have the power to sign this AGREEMENT and bind their respective organizations thereto.

[Signatures On Next Page]

NOW THEREFORE, the parties hereto have executed this Facility Access License Agreement as of the date and year first written above.

LICENSOR

Nassau County

LICENSEE

The United States of America, Acting by and through the Department of the Navy

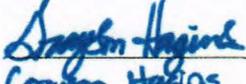
Signature: 

Name: Michael S. Mullin
Title: Nassau County Manager

Signature: 

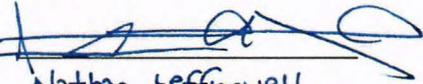
Name: Robert F. Nolan, III
Title: Real Estate Contracting Officer

Witness for LICENSOR:

Signature: 

Print Name: Gordon Higgins
Date: 11/26/19

Witness for LICENSEE:

Signature: 

Print Name: Nathan Leffingwell
Date: 12/4/2019

FLORIDA OFFSITE TLD
LOCATION E

OS-40: On Stop sign at intersection of U.S. 17 and Owens Farm RD (N 30°44'3"; W 081°41'18")



OS-8: Stop sign with No Outlet Sign on Hance Parkway. (N 30°42'4"; W 081°40'25")



OS-45: On Stop Sign at intersection of Hwy U.S. 17 and County Road (C.R.)108. (N 30°41'2"; W 081°39'3")



OS-70: on "END SCHOOL ZONE" at Yulee Primary School (N 30°38.523; W 081°36.590)



OS-41: Dead end/McKendree Dr. by YMCA behind Yulee Middle School.(N 30°38.027; W 081°39.027)



OS-44: On "Caution Church" Sign on Palm Tree Rd. (N 30°37.882; W 081°35.821)



OS-71: Yulee Elementary School on Speed Limit Sign by Exit of School Roundabout
(N 30°37.885; W 081°35.137)



OS-72: On Nassau County 35 MPH Speed Limit Sign (N 30°37'4" W 081°34'41")

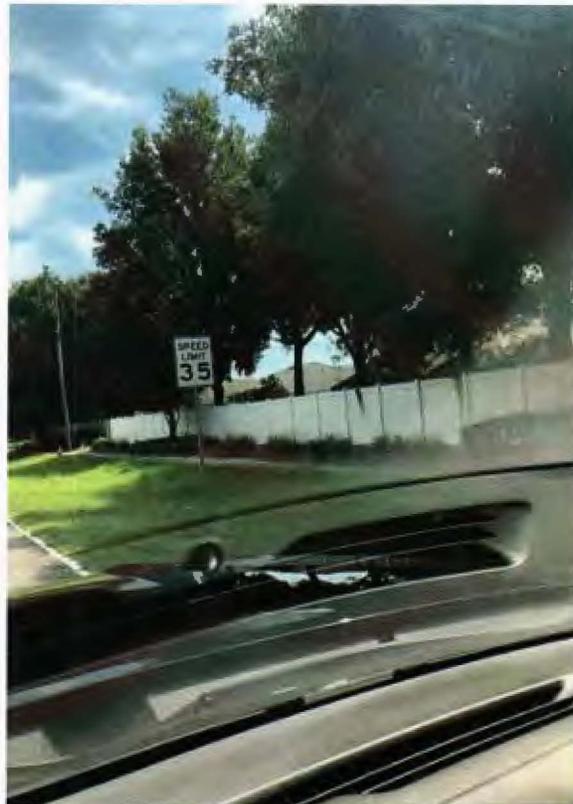


Exhibit A
Page 5 of 8

OS-66: On "UNAUTHORIZED VEHICLES WILL BE TOWED" sign @ Nassau County Public Services building. (N 30°37.544; W 081°32.215)



OS-57: On Road Sign into Chester and Belleville (N 30°41.102; W 081°32.356)



Exhibit A
Page 6 of 8

OS-56: On "Notice Surveillance Cameras in use" Sign at Dee Dee Bartel Public Boat-ramp.
(N 30°41.653; W081.27.494)



OS-68: On Children Crossing Sign at Emma Love Elementary School by the intersection of Susan and Holly. (N 30°38.222; W 081°27.188)



OS-46: On Stop Sign at the intersection of Clinch Dr. and Lime St. (N 30°39'19"; W 081°27'46")



OS-11: On Speed limit sign Just before the intersection at Sycamore and Bonnieview.
(N 30°38.193; W 081°28.101)



OS-69: At 18TH & Lime St. No Parking Sign across from Baptist Medical Center
(N 30°39.259; W 081°26.932)



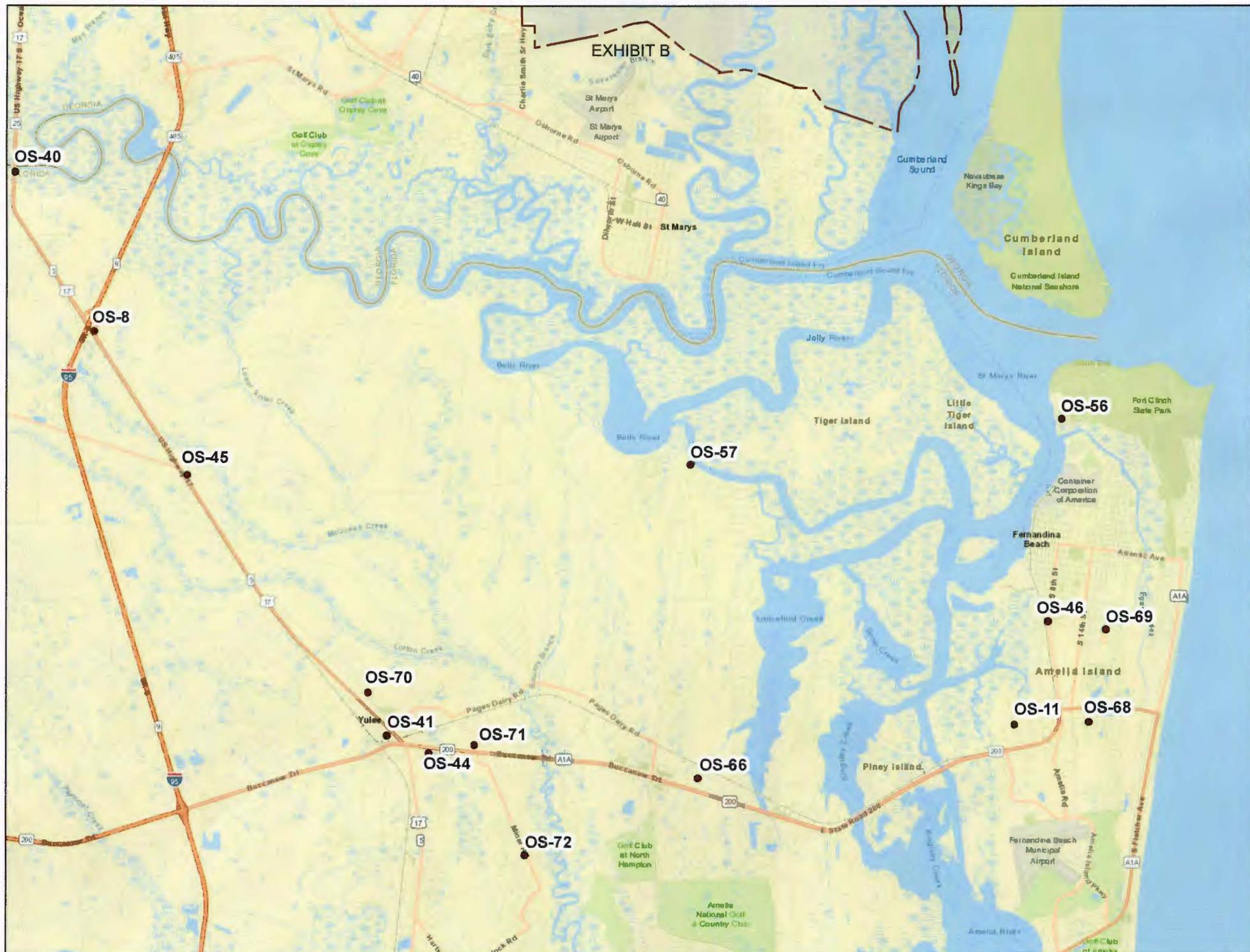




Exhibit C

JOINT INSPECTION AND INVENTORY REPORT (JIIR)

Installation: NSB Kings Bay, GA, UIC N42237

Location: 15 Various Locations Nassau County, FL Area Acreage: NA

Date of Inspection: Feb 19, 2020 Building Sq. Ft.: NA

Contract Number: N69450-19-RP-00021 FS#: _____ iNFADS Current? No

Commencement Date: 4 December 2019 Termination Date: Dec 3, 2024 Options: NA

Grantee: Department of the Navy Instrument Type: D41 - Use Agreement

Grantor: Nassau County Board of Commissioners

Physical Condition of Property:

1. Grantor is currently using the property for the following purpose(s):

Road and traffic signs throughout Nassau county, depicted in exhibit "A" and "B".

2. Is property suitable for intended use? Yes No

3. Describe any/all present property uses that would be incompatible with Grantee's intended use:

None.

4. Describe and document any major physical conditions that need to be addressed/corrected:

None.

5. List and describe any safety concerns that need to be addressed:

None.

6. Describe any/all items discovered in the physical inspection that do not comply with the terms and conditions of the agreement:

None.

Inspection Performed By:

For Grantor: Michael Mellie
(print name)

Title: County Engineer

Signature: [Signature]

Date: 3/1/20

For Grantee: Nathan V. Leffingwell
(print name)

Title: Realty Specialist

Signature: LEFFINGWELL.NATHAN.VICTOR.10 Digitally signed by LEFFINGWELL.NATHAN.VICTOR.1016545941
16545941 Date: 2020.02.21 11:06:40 -0500

Date: Feb 21, 2020