

A G R E E M E N T

THIS AGREEMENT made and entered into this 13th day of February, 1979, by and between NASSAU COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and the TOWN OF CALLAHAN, hereinafter referred to as "FIRE DEPARTMENT".

WITNESSETH: That in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable considerations, as hereinafter enumerated, the parties hereto do hereby agree as follows:

1. The COUNTY hereby agrees to provide the FIRE DEPARTMENT with certain fire equipment when available.

2. That it shall be the responsibility of the FIRE DEPARTMENT to provide fire protection service in portions of County Commission District Number FIVE of Nassau County, Florida.

3. That this Agreement shall incorporate the following provisions:

1.) The fire protection service shall be provided on a twenty-four (24) hour basis.

2.) That the COUNTY shall also maintain adequate personal liability insurance on all duly trained volunteers.

3.) The FIRE DEPARTMENT shall pay all regular maintenance costs, including gas, oil, and other fluids necessary to maintain fire protection equipment.

4.) The COUNTY shall appropriate to the FIRE DEPARTMENT the sum of \$ ~~10,000.00~~ ^{9,000.00} The COUNTY shall require an

audit for all funds paid to FIRE DEPARTMENT and said FIRE DEPARTMENT shall keep proper accounting records to be approved by COUNTY or its agents. An acceptable accounting of previous year funds must be presented to COUNTY before current year appropriations will be disbursed by COUNTY.

5.) The fire protection equipment shall be based at the Fire Department Station with normal care and protection provided by the FIRE DEPARTMENT.

6.) The fire protection equipment shall be on call twenty-four (24) hours a day and seven (7) days a week.

7.) The FIRE DEPARTMENT shall keep a record (log) of each call. All records are to be open for inspection by the COUNTY at all times and subject to audit by the COUNTY or its agents.

8.) City or association operated fire protection equipment in the COUNTY will provide backup service for other departments as deemed necessary.

9.) Any change or addition to this Agreement will be decided by consultation between the COUNTY COMMISSION and the TOWN OF CALLAHAN, as it pertains to budgetary or other matters.

This contract shall be in full force and effect for a period of ^{one (1)} ~~three (3)~~ years, beginning from the date it has been signed, however, it may be terminated by either party within THIRTY (30) days after notice having been given by registered mail, one party to the other. Any cancellation by either party shall require a pro-rata refund of all funds to the COUNTY of those appropriated. Said refund shall be based

on the amount of time that has elapsed in any particular fiscal year.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Agreement to be executed the day and year first above written.

SIGNED, SEALED and DELIVERED
in the PRESENCE of:

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

Thomas J. Green
Gene K. Robas

By: Gene R. Blackwelder
Gene R. Blackwelder, Chairman

Attest: D. O. Oxley
D. O. Oxley, Ex-officio Clerk

TOWN OF CALLAHAN

Alta W. McCormick
Helma S. Johnson

By: Dee Dee Howell

Attest: G. D. Comm
TOWN CLERK