

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between NASSAU COUNTY, a Political Subdivision of the of the State of Florida, hereinafter referred to as the County and TOWN OF HILLIARD hereinafter referred to as the Fire Department.

WITNESSETH

That in consideration of the sum of Ten and No/100 (\$10.00) Dollars 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, fully equipped in accordance with State and Federal Regulatory requirements.

2. That it shall be the responsibility of the Fire Department to provide fire protection service in portions of County Commission District Number 4 of Nassau County, Florida.

3. That this Agreement shall incorporate the following provisions:

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

(2) That the County is to supply certain fire protection equipment when available for fire protection service.

(3) That the County shall also maintain adequate personal liability insurance on all duly trained and licensed volunteers.

(4) The Fire department shall pay all maintenance repair costs, including gas, oil and other fluids necessary to maintain fire protection equipment.

(5) Title to all fire protection equipment will remain in the County and will be identified by the County Commission District Number it primarily serves.

(6) The County shall appropriate to the Fire Department the sum of \$ 9,000.00. The County shall audit all funds paid to fire department and said fire department shall keep proper account-

ing records to be approved by County or its agents.

(7) The Fire protection equipment shall be based at the Fire Department station with normal care and protection provided by the Fire Department.

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

(9) The Fire protection equipment shall be used for fire protection calls only.

(10) The Fire Department shall be responsible for having the required maintenance and repairs done periodically at the proper time. Said repairs shall be paid for from funds appropriated by the County to the Fire Department.

(11) The Fire protection equipment is subject to inspection by Nassau County at regular intervals as may be deemed advisable.

(12) All drivers and fire fighters employed by the Fire Department must have completed all courses required by the State of Florida. Wherever possible, at least two fire fighters will answer each call.

(13) The Fire Department shall keep a record (log) of each call. Complete information will be required on the forms to be supplied by the County for all calls and expenditures. All records are to be open for inspection by the County at all times and subject to audit by the County or its agents. Records for all expenditures must be kept in accordance with approved accounting procedures.

(14) City or Association operated Fire protection equipment in the County will provide back up service for other departments as deemed necessary.

(15) That any change or addition to this agreement will be decided by consultation between the County Commission and the TOWN OF HILLIARD, and made in writing.

This Contract shall be in full force and effect for a period of One (1) year 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.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

(SEAL)

BY: John F. Armstrong Sr.
Chairman

ATTEST: [Signature]
Ex-officio Clerk

TOWN OF HILLIARD

W. R. Foster By: President of Council
Betty Wingate Town Clerk
Witnesses