

BOARD MEETING

DATE: 2/23

1982

ACTION: 4

INFO: _____

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 1982, by and between NASSAU COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and TOWN OF HILLIARD, 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 Fire District Number Four 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 \$16,000.00. 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

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

Margie J. Armstrong

Gayer Diner

By: Douglas Hodges
Its: Chairman

Attest: J. Green
Its: Ex-officio Clerk

TOWN OF HILLIARD

By: Tom G. Bufman

Attest: Sybil Watson



NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS

P. O. Box 1010 - Fernandina Beach, Florida 32034



DOUGLAS J. HODGES
Chairman
Dist. No. 4 Hilliard

GENE R. BLACKWELDER
Vice Chairman
Dist. No. 1 Fernandina Beach

HAZEL JONES
Dist. No. 2 Fernandina Beach

JOHN F. CLAXTON
Dist. No. 3 Yulee

JOHN F. ARMSTRONG, SR.
Dist. No. 5 Callahan

T. J. GREESON
Ex-Officio Clerk

ARTHUR I. JACOBS
Attorney

June 24, 1982

Mr. Ibor G. Buchanan
Assistant Fire Chief
President Town Council
Hilliard Volunteer Fire Department
Town of Hilliard
Hilliard, FL 32046

Dear Mr. Buchanan:

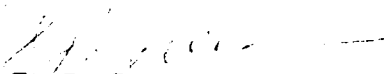
The Board of County Commissioners of Nassau County has instructed this office to notify you that they are in receipt of your letter of June 8, 1982 concerning fire equipment for the Hilliard Volunteer Fire Department.

The Board of County Commissioners as of this date has not received any request from the Callahan Volunteer Fire Department for funds to purchase fire equipment. The only monies being paid to volunteer fire departments is the monies placed in the budget for contracted services to provide fire protection for the unincorporated areas in the respective districts.

The Board regrets at this time that they do not have any additional funds other than the contracted funds as foresaid mentioned to provide for additional purchase of fire equipment by the various volunteer fire departments.

With kindest regards,

Sincerely,


T. J. Greeson
Ex - Officio Clerk

TJG:jmt

TOWN OF HILLIARD
A Florida Municipality

June 8, 1982

Board of Commissioners
Nassau County
Post Office Box 456
Fernandina Beach, Florida 32034

Gentlemen:

The Hilliard Volunteer Fire Department requests financial assistance to purchase fire equipment and other needed facilities.

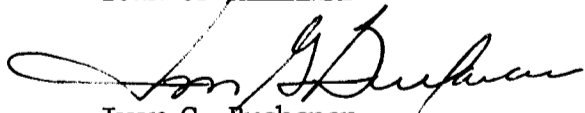
During the period that rescue units were being paid for each run by the county, the Hilliard Volunteer Fire Department utilized this revenue to purchase equipment and to upgrade the fire and rescue facilities, while other departments in the county used the revenue from the county to pay salaries to their "volunteer" EMT's and firemen.

The Hilliard Volunteer Fire Department should not be penalized for its volunteer status by not receiving funds for equipment, as has been requested by Callahan.

Thank you for your consideration of this request.

Sincerely,

HILLIARD VOLUNTEER FIRE DEPARTMENT
TOWN OF HILLIARD



Ivor G. Buchanan
Assistant Fire Chief
President, Town Council

IGB:lgw

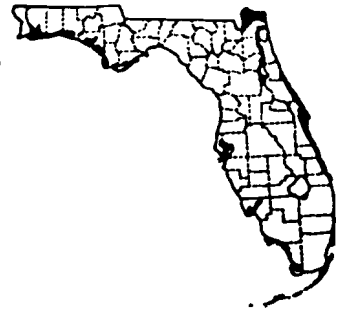
*Answers
have received
to request
from the town
of Callahan*



NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS

P. O. Box 1010 - Fernandina Beach, Florida 32034



DOUGLAS J. HODGES
Chairman
Dist. No. 4 Hilliard

GENE R. BLACKWELDER
Vice Chairman
Dist. No. 1 Fernandina Beach

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Dist. No. 2 Fernandina Beach

JOHN F. CLAXTON
Dist. No. 3 Yulee

JOHN F. ARMSTRONG, SR.
Dist. No. 5 Callahan

T. J. GREESON
Ex-Officio Clerk

ARTHUR I. JACOBS
Attorney

May 28, 1982

Gary Buchanan, President
Town Council
Town of Hilliard
P. O. Box 247
Hilliard, Florida 32046

Dear Mr. Buchanan:

Enclosed please find the Original Agreement between Nassau County and the Rescue Department of the Town of Hilliard. After approving same, please send the Original Agreement back to this office. This office in turn will make a copy of same and send it to you for your files.

Thank you for your assistance in this matter.

Sincerely,

T. J. "Jerry" Greeson
Ex-Officio Clerk

TJG:ma

Enclosure

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1982, by and between NASSAU COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the Town of Hilliard, hereinafter referred to as the RESCUE DEPARTMENT.

W I T N E S S E T H:

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 Rescue Department with one (1) emergency rescue vehicle to be fully equipped in accordance with State and Federal regulatory requirements.

2.) That it shall be the responsibility of the Rescue Department to provide emergency ambulance service in Fire District Number Four of Nassau County, Florida.

3.) That this Agreement shall incorporate the following provisions.

(a) That emergency ambulance service shall be provided on a twenty-four (24) hour basis.

(b) That the County is to supply the rescue vehicle complete, including all accessories, and radio communications equipment coordinated with the radio communication system of the Nassau County Sheriff's Office.

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

(d) The County shall pay all maintenance repair costs and shall pay gas and oil.

(e) Title to the rescue vehicle will remain in the County and will be identified by the County Commission District Number it primarily serves.

(f) The County shall furnish one certified emergency medical technician for a period not to exceed 56 hours per week. This employee will be a county employee, subject to county rules, regulations and supervision.

(g) The rescue unit shall be based at the Rescue Department Station with normal care and protection provided by the Rescue Department.

(h) The rescue unit shall be on call twenty-four (24) hours a day and seven (7) days a week.

(i) The rescue unit shall be used for emergency rescue calls only, and not for transfer, funerals, etc.

(j) The Rescue Department shall be responsible for having the required maintenance and repairs done periodically at the proper time. A county purchase order for same shall stipulate the price.

(k) The rescue unit is to be inspected by the Nassau County Health Department at regular intervals as may be deemed advisable.

(l) All drivers and attendants employed by the Rescue Department must have completed all courses required by the State of Florida. At least two attendants will make each run.

(m) The Rescue Department shall keep a record (log) of each call, and a copy of all runs to be given to the County. Complete information will be required on the forms to be supplied by the County. All records are to open for inspection by the County at all times and subject to audit by the County or its agents.

(n) The decision of where to take the patients shall be made by officials at the scene, with the patient's life being of first concern.

(o) The liability of the Rescue Department and County ceases when the patient is delivered to the hospital or other destination.

(p) Each city or association operated rescue vehicle in the County will provide back-up service for one another as

deemed necessary, whether in the unincorporated or incorporated areas.

(q) That any change or addition to this Agreement will be decided by consultation between the County Commission and made in writing.

THIS CONTRACT shall be in full force and effect for a period commencing with the date of the signing of this Agreement and continuing until September 30, 1982. 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.

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

By: _____
Douglas Hodges
Its: Chairman

ATTEST:

By: _____
T. J. Greeson
Its: Ex-Officio Clerk

TOWN OF HILLIARD

By: _____
Its:

ATTEST:

By: _____
Its: