



NASSAU COUNTY

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



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

Law Firm of Jacobs & Mullin
Michael S. Mullin
County Attorney

December 5, 1984

Town of Callahan
Post Office Box 162
Callahan, FL 32011

Dear Sir:

Enclosed is a fully executed certified copy of the agreement between Nassau County and the Town of Callahan for fire protection services.

If we can be of any further assistance to you, please notify us.

Sincerely,

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

TJG:jtb

Enclosure

Town of Callahan

A Florida Municipality

P. O. Box 162

Callahan, Florida

32011

November 20, 1984


John F. Claxton, Chairman
Board of County Commissioners
Nassau County
P.O. Box 1010
Fernandina Beach, Florida 32034

Dear Mr. Claxton:

This will act as the Town of Callahan's official request for fiscal year 1984-1985 first quarter funds in the amount of \$5,500.00 for fire protection service in Fire District Number Five.

Enclosed is copy of audit report as stated in Agreement.

Very truly yours,


Orville F. Harrell
Council President

OFH:ld

AGREEMENT

THIS AGREEMENT made and entered into this 19th day of November, 1984, by and between NASSAU COUNTY, a political subdivision of the State of Florida, hereinafter referred to as **COUNTY**, and TOWN OF CALLAHAN, hereinafter referred to as **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.

2. That it shall be the responsibility of the **FIRE DEPARTMENT** to provide fire protection service in Fire 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 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 \$ 22,000.00 . Said funds to be paid in quarterly installments upon written request of the **FIRE DEPARTMENT**. 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, whether in unincorporated or incorporated areas.

9) The **FIRE DEPARTMENT** shall use the State of Florida,

Standard Fire Reporting Form in reporting each call.

10) 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 October 1, 1984 to September 30, 1985, 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 prorata 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 & DELIVERED
IN THE PRESENCE OF:

Margie J. Armstrong

Joyce S. Bradley

Oliver O. Haley

Sharon L. Darden

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

BY: John F. Claxton
Its: Chairman

ATTEST: [Signature]
Its: Ex-Officio Clerk

TOWN OF CALLAHAN

BY: [Signature]
Council President

ATTEST: Judy H. Sawyer
Town Clerk