

## AGREEMENT

THIS AGREEMENT made and entered into this 8th day of January, 1985, 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 (\$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 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 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 <sup>my</sup>. 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 HILLIARD 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:

BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA

*Margie J. Armstrong*

BY: *John F. Clayton*

Its: Chairman

*Joyce Dudley*

ATTEST: *[Signature]*

Its: Ex-Officio Clerk

*John W. McConnell*

TOWN OF HILLIARD

BY: *[Signature]*

President, Town Council

*Jerry Hicks*

ATTEST: *Betty Wingate*  
Town Clerk