



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF EMERGENCY SERVICES

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Box 12
Fernandina Beach, Florida 32034-0494



TERRY P. GRIFFIN
Director

December 2, 1986

DIVISIONS

- Civil Defense
- Communications
- Emergency Medical Services
- Fire
- Fuel Allocation
- Water Safety

Board of County Commissioners
Nassau County, Florida
Post Office Box 1010
Fernandina Beach, Florida 32034

Dear Commissioners:

(904) 261-6612
(904) 879-3300
Suncom 620-5227
Emergency Dial 911
(904) 261-5962

Attached is the Cooperative Agreement Lease between Nassau County and the Division of Forestry for the lease of the forestry trucks on loan to the volunteer fire departments. This year the Division put all the trucks on one lease rather than four separate leases.

I would recommend that the chairman sign the agreement and return it to the Division of Forestry.

Sincerely,

Terry P. Griffin
Director

*Division of Forestry
8719 W. Beaver St
Oak, FL 32270*

SN 4406
10/86

COOPERATIVE EQUIPMENT LEASE

Between

State of Florida
Department of Agriculture and Consumer Services
DIVISION OF FORESTRY

and

Nassau County Board of Commissioners
Cooperator

P.O. Box 1010
Fernandina Beach, Fl. 32034
Cooperator's Address

For: Department of Emergency Services
Nassau County Volunteer Fire Departments
Name of Organization

11 North 14th Street, Box 12
Fernandina Beach, Fl. 32034
Address

This Cooperative Agreement by and between Nassau County Board of Commissioners hereinafter referred to as the COOPERATOR, and the State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, hereinafter referred to as the DIVISION,

WITNESSETH:

WHEREAS, The control of timber, grass, wildland fires in, and adjacent to, suburban areas is essential to an effective forest fire control program; and

WHEREAS, The COOPERATOR is actively engaged in the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, The COOPERATOR can more adequately carry out this function if additional equipment is available; and

WHEREAS, The DIVISION, from time to time, has a limited number of units of fire fighting equipment that can be made available to other agencies involved in fire control work as authorized by Section 589.04, Florida Statutes, the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 483), and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101); and

WHEREAS, It has been determined to be advantageous to the DIVISION in the proper discharge of its responsibilities as described and set forth in Chapter 589 and Chapter 590, Florida Statutes, to make certain equipment available to the COOPERATOR:

NOW, THEREFORE, The parties to this agreement do hereby agree as follows:

A. The DIVISION agrees:

(1) To make available the equipment described on the attached equipment schedule while retaining title and/or accountability, according to the terms set forth in this agreement.

(2) That the title to all accessories, tools, equipment, sirens, etc., which are added to the equipment by the COOPERATOR will remain with the COOPERATOR and the COOPERATOR may remove same, prior to returning the equipment to the DIVISION.

B. The COOPERATOR agrees:

(1) To maintain liability insurance in the amount prescribed by law for each vehicle listed on the equipment schedule and shall provide proof of such insurance upon request of a representative of the DIVISION unless the Cooperator is a participant in the self insurance pool established by Florida Statutes.

(2) To save the DIVISION and/or the USDA Forest Service harmless from any liability which may incur as a result of personal injury or property damage caused by the use of the equipment listed on the equipment schedule to the extent allowable under Section 768.28, Florida Statutes.

(3) To make the equipment available for inspection upon request of a representative of the DIVISION.

(4) To return the equipment to the DIVISION for final disposition.

(5) To be responsible for State or local vehicle safety inspection requirements.

(6) To maintain the equipment to mutually acceptable standards of mechanical condition and appearance.

(7) To return the equipment to a mutually agreeable location when the need for the item terminates.

(8) To furnish any additional items needed to prepare units for structural fire service, such as hose, nozzles, pike poles and similar items.

(9) To answer calls anywhere in the home county upon request of the Division, local conditions permitting.

C. It is MUTUALLY agreed:

(1) The DIVISION license plate will continue to be used on the equipment.

(2) The equipment will be marked in a manner that will indicate the cooperation between the COOPERATOR and the DIVISION.

(3) The equipment will be stored at the fire department and will be used only for fire related activities.

(4) The equipment will be modified only as approved by a representative of the DIVISION.

(5) Personal use of the equipment is prohibited.

(6) That both parties will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

D. This agreement will be effective from the date of execution by the Director, Division of Forestry, Department of Agriculture and Consumer Services, and will continue in force from year to year unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with.

IN WITNESS WHEREOF, The parties by and through their duly qualified and acting officials have hereunto set their hands.

Nassau County Board of Commissioners
COOPERATOR

[Signature]
Witness

By: [Signature] Date 12-9-86

Margie J. Armstrong
Witness

Chairman
Official Title

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES
DIVISION OF FORESTRY

Witness

By: _____
Director Date

Witness

SN 4427
10/86

EXHIBIT A

EQUIPMENT SCHEDULE

COOPERATIVE EQUIPMENT LEASE BETWEEN
THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER
SERVICES, DIVISION OF FORESTRY
AND

Nassau County Board of Commissioners

ID NUMBER *****	PROPERTY DESCRIPTION *****	SERIAL # *****	LOCATION *****
<u>V05056</u>	<u>Studebaker/Packard</u>	<u>M54653</u>	<u>Bryceville</u>
<u>19808</u>	<u>1300 Gal. Tank (2 1/2 Engine)</u>		<u>Bryceville</u>
<u>F01507</u>	<u>1969 IHC Fastack</u>	<u>327903</u>	<u>Gray Gables/ Nassau Village</u>
<u>V05468</u>	<u>1953 Studebaker (2 1/2 tons 6x6) 2-525 gal. tanks</u>	<u>M29717</u>	<u>Nassauville</u>
<u>018595</u>	<u>2000 Gallon Tank</u>		<u>Yulee</u>

SPECIAL REMARKS OR SPECIFICATIONS: _____

This Equipment Schedule is considered to be a part of the Lease dated _____
and referred to in the heading. Any changes to this Equipment Schedule must be
by written request from the Lessor and written approval by the Director with a
copy of each attached to this document.

SN 4406
10/86

COOPERATIVE EQUIPMENT LEASE

Between

State of Florida
Department of Agriculture and Consumer Services
DIVISION OF FORESTRY

and

<u>Nassau County Board of Commissioners</u> Cooperator	<u>P.O. Box 1010</u> <u>Fernandina Beach, Fl. 32043</u> Cooperator's Address
<u>For: Nassau County Volunteer Fire Departments</u> Name of Organization	<u>11 North 14th Street, Box 12</u> <u>Fernandina Beach Fl. 32034</u> Address

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WHEREAS, The COOPERATOR can more adequately carry out this function if additional equipment is available; and

WHEREAS, The DIVISION, from time to time, has a limited number of units of fire fighting equipment that can be made available to other agencies involved in fire control work as authorized by Section 589.04, Florida Statutes, the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 483), and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101); and

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B. The COOPERATOR agrees:

(1) To maintain liability insurance in the amount prescribed by law for each vehicle listed on the equipment schedule and shall provide proof of such insurance upon request of a representative of the DIVISION unless the Cooperator is a participant in the self insurance pool established by Florida Statutes.

(2) To save the DIVISION and/or the USDA Forest Service harmless from any liability which may incur as a result of personal injury or property damage caused by the use of the equipment listed on the equipment schedule to the extent allowable under Section 768.28, Florida Statutes.

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IN WITNESS WHEREOF, The parties by and through their duly qualified and acting officials have hereunto set their hands.

Nassau County Board of Commissioners
COOPERATOR

Margie J. Armstrong
Witness

By: Eme B. Beckwith 12-23-86
Date

Opama Cason
Witness

Chairman, Nassau County
Board of County Commissioners
Official Title

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES
DIVISION OF FORESTRY

Witness

By: _____
Director Date

Witness

SN 4406
10/86

COOPERATIVE EQUIPMENT LEASE

Between

State of Florida
Department of Agriculture and Consumer Services
DIVISION OF FORESTRY

and

<u>Nassau County Board of Commissioners</u> Cooperator	<u>P.O. Box 1010</u> <u>Fernandina Beach, Fl. 32043</u> Cooperator's Address
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Nassau County Board of Commissioners
COOPERATOR

Margie G. Armstrong
Witness

By: Gene R. MacArthur 12-23-86
Date

Joanna Cason
Witness

Chairman, Nassau County Board of County Commissioners
Official Title

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES
DIVISION OF FORESTRY

Jamie McPherson
Witness

By: John M. [Signature] 1/2/87
Director Date

Carl Pierce
Witness

