

## A G R E E M E N T

THIS AGREEMENT entered into this 14 day of February, 1994, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, hereinafter referred to as the "Board", and the RATLIFF COMMUNITY VOLUNTEER FIRE and RESCUE DEPARTMENT, INC., a non-profit Florida corporation, hereinafter referred to as "Ratliff".

WHEREAS, Ratliff, pursuant to a contract with the Board, provides fire protection for an area that covers approximately sixteen (16) miles in the unincorporated area of Nassau County; and

WHEREAS, the Board would be unable to provide this fire protection without a contractual agreement with Ratliff; and

WHEREAS, there has been a significant increase in population within the area served by Ratliff, and the number of runs have increased substantially in the area served by Ratliff; and

WHEREAS, Ratliff has fee simple title to real property; and

WHEREAS, it is necessary to construct a permanent building due to the increased population and increased runs in order to house specific fire equipment; and

WHEREAS, the Board finds it necessary to continue the contractual relationship for fire protection.

NOW, THEREFORE, FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00), the parties agree as follows:

1. The Board shall conduct an independent impact fee analysis, and, if warranted, shall provide impact fees for the construction of Ratliff's building in cash or fair market value not

to exceed the value of the impact fees.

2. Ratliff shall continue to provide, pursuant to a separate contract, fire protection services for that portion of the unincorporated area of Nassau County presently served and anticipated to be served for the Board. Should Ratliff cease to exist or not occupy the building, it hereby agrees to reimburse the Board for the impact fee amounts, and said amount shall be immediately due and payable.

3. In addition, Ratliff hereby agrees that the Board shall have a first secured interest in Ratliff's equipment, including, but not limited to, vehicles, and should Ratliff cease to exist or not occupy the building, the Board shall have the right to possession and ownership of any and all equipment, including vehicles. Ratliff shall execute any and all documents necessary to provide a security interest for the Board.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



JOHN A. CRAWFORD  
Its: Chairman

ATTEST: 

T. J. GREESON  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



MICHAEL S. MULLIN

**RATLIFF COMMUNITY VOLUNTEER FIRE  
and RESCUE DEPARTMENT, INC.,  
a non-profit Florida corporation**

BY: ~~ROB WILLGOHS~~ JEFF ADDAIR  
Its: President *Jeffrey E. Addair*

ATTEST:  
BY: *Rob Willgohs*  
Its: Secretary

16/b:ratliff.agm