

## AGREEMENT

THIS AGREEMENT is being entered into this 24th day of August, 2015, between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, hereafter called "the COUNTY", and the BOARD OF DIRECTORS OF NASSAU OAKS VOLUNTEER FIRE DEPARTMENT hereinafter called "NASSAU OAKS".

### WITNESSETH:

WHEREAS, the COUNTY has dissolved all contracts with independent volunteer fire departments operating within Nassau County and created the RESERVE / SUPPORT programs for the purpose of funding and managing volunteer fire protection and first responder operations.

WHEREAS, NASSAU OAKS has certain firefighting facilities, equipment and personnel, which provide fire protection and first responder services to the Nassau Oaks community (generally located at 56300 Nassau Oaks Drive, Callahan, FL 32011) and some of the surrounding areas of Nassau County, as requested by the County through NASSAU COUNTY FIRE RESCUE (NCFR).

WHEREAS, the COUNTY, a political subdivision of the State of Florida, desires to furnish NASSAU OAKS with certain firefighting equipment and funding for fire protection services; and

WHEREAS, in exchange for said COUNTY provided equipment and funding, NASSAU OAKS agrees to provide fire protection and first responder services for the unincorporated areas of Nassau County in accordance with the terms hereinafter enumerated;

NOW, THEREFORE, in consideration of these premises, the COUNTY and NASSAU OAKS hereby agree as follows:

1. NASSAU OAKS will provide for a NCFR Reserve/Support Volunteer Fire Station within the area defined on the aforementioned Fire Services Map. Said Reserve/Support Fire Station shall be organized and staffed in accordance with applicable laws and regulations of the State of Florida, including minimum certification standards, and functioning under the auspices of the NCFR Fire Chief.
2. All calls should originate from the 9-1-1 dispatch.
3. Any response to a direct call shall be logged in with dispatch in order to establish a record of the call.
4. NASSAU OAKS will submit an incident report not later than fifteen (15) days after each call. The incident report will, at a minimum, contain the type of incident, the number of reserve firefighters responding, the name and address of the property/vehicle owner.

5. Funding for services rendered under this agreement shall be provided by the COUNTY by way of the NASSAU COUNTY FIRE RESCUE (NCFR) budget. The NCFR Fire Chief will work in coordination with the Nassau Oaks District Chief to develop a budget that provides for the operations of the Station. All expenses related to the operations of the Station will be paid by the COUNTY at the discretion of the NCFR Fire Chief and in accordance with COUNTY purchasing policies.
6. The COUNTY agrees to lease the vehicles owned by NASSAU OAKS and provide for the maintenance of said vehicles and associated equipment to include all annual testing.
7. The COUNTY agrees to lease the facilities owned by NASSAU OAKS and provide for the maintenance of said facilities and associated grounds.
8. NASSAU OAKS will provide a roster each year with the last quarterly report from the previous fiscal year. The roster will identify the highest level(s) of certification of each member. Because firefighters are covered by the COUNTY'S Workers Compensation Insurance, and in order to assure the firefighters are properly covered the DEPARTMENT will provide updated rosters as changes of membership or membership status occur. Member status (active, reserve, honorary, pending, etc.) will be provided on the roster along with other requested identifying information. NASSAU OAKS will also submit to the NCFR Fire Chief a current set of its By-Laws and its most current annual Not-For-Profit report from the State of Florida.
9. Members shall not be added to the roster until the Fire Chief or his designee has determined that a pre-enrollment physical, drug screen, and background check have been completed and approved. New members are not eligible to become active until they have documented 16 hours of orientation as approved by the Nassau County Fire Rescue Department. NASSAU OAKS shall follow the COUNTY'S drug testing policies.
10. NCFR shall transmit to NASSAU OAKS any changes in Standard Operating Guidelines (SOG). Changes that effect NASSAU OAKS operationally will be discussed with the affected parties.
11. This Agreement shall be effective on the date first above written, and shall automatically be reviewed by the Fire Chief annually prior to October 1<sup>st</sup>. Based upon the review of all records and certification of compliance with all provisions of this contract, a recommendation by the Fire Chief via the County Manager will be made to the BOCC annually for renewal.
12. Nothing in this agreement should be construed as an attempt by the COUNTY to impose any restraints on the use of funds derived from sources other than the appropriation of the COUNTY (donations,

fundraising, etc.). Those monies shall be used at the discretion of NASSAU OAKS and in accordance with its by-laws.

13. Any modification to this agreement must be reduced to writing, signed by the proper authorities of the COUNTY and NASSAU OAKS, and attached to this Agreement.
14. This agreement does not create or imply any employee / employer relationship between NASSAU OAKS and the COUNTY.
15. NASSAU OAKS shall keep adequate records and supporting documentation applicable to this agreement. Said records and reimbursement documentation shall be retained by NASSAU OAKS for a minimum of five years from the date of termination of this agreement. The COUNTY and its authorized agents have the right to audit, inspect, and copy all such records and documentation as often as the COUNTY deems necessary during the period of this agreement and during the five years thereafter; these activities shall be conducted only during normal business hours unless otherwise necessitated by an immediate need. The COUNTY, during the period of time expressed by the preceding, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of NASSAU OAKS which concerns the aforesaid records and documentation.
16. NASSAU OAKS will indemnify, hold harmless and defend the COUNTY and the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, and the respective agents and employees of the COUNTY and the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (all of the foregoing, collectively, the "INDEMNIFIED PARTIES") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter be brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act of omission, or based on any acts of fraud or defalcation by NASSAU OAKS, its agents, subcontractors, assigns, heirs, and employees during performance under this agreement.
17. The Nassau County Fire Chief will be responsible for monitoring and enforcing the provisions of this agreement.
18. The COUNTY reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least ninety (90) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such

responsibility has not been excused by breach of default of the Vendor.

IN WITNESS WHEREOF, the parties to this Agreement hereby set their hands and seals the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



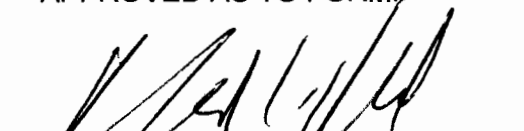
PAT EDWARDS  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:

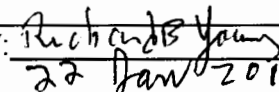
  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
08.26.15

APPROVED AS TO FORM:

  
Michael S. Mullin  
County Attorney

NASSAU OAKS VOLUNTEER  
FIRE DEPARTMENT, INC.

BY:  Its President  
22 Jan 2015

ATTEST:

Print Name: CRAIG M. HERR  
Title: CHIEF STATION 11 VFD