

## AGREEMENT

*This agreement made and entered into this 1<sup>st</sup> day of October, 1997, by and between Nassau County, a political subdivision of the State of Florida, hereinafter referred to as **COUNTY**, and Station Number 3 of the Yulee Volunteer Fire Department, hereinafter referred to as **DEPARTMENT**.*

*Witnesseth, that in consideration of the sum of **TEN and NO/100 dollars (\$10.00)**, and other good and valuable considerations, as hereinafter enumerated, the parties hereto agree as follows:*

*That the Board of County Commissioners, being legally ~~authorized~~ by F.A.C., Florida Statutes, and local ordinances, as it pertains to fire protection and **emergency medical** services within the boundaries of Nassau County, hereby initiate this agreement **under the following conditions:***

*All Volunteer Fire Departments shall function under the auspices and **administrative** authority of the Director of the Department of Public Safety and shall operate under the **stipulations** contained herein.*

- 1. The **COUNTY** hereby agrees to provide the **DEPARTMENT** with funding to maintain its station and equipment and to purchase certain apparatus and additional equipment. Said purchases shall be through coordination with the Director of Public Safety and the County Fire Chief, Fire/Rescue Division, Department of Public Safety.*
- 2. It shall be the responsibility of the **DEPARTMENT** to provide fire protection and emergency medical services (Basic Life Support (BLS)) in their assigned Fire District within the jurisdictional boundaries of Nassau County, Florida.*
- 3. Fire protection and emergency medical services (EMS) shall be provided on a twenty-four (24) hour basis, seven (7) days a week.*
- 4. The **DEPARTMENT** shall pay all regular maintenance costs, including repairs, gas, oil, and other fluids necessary to maintain all fire protection apparatus and equipment.*
- 5. All fire protection apparatus and equipment shall be housed at the **DEPARTMENT'S** Station(s).*
- 6. Apparatus within municipalities and **DEPARTMENT** operated apparatus and equipment within the county shall be available for backup service (automatic aid) for other Fire Districts within unincorporated and incorporated areas. Said initial response apparatus shall maintain the required equipment as listed under the Fire Suppression Rating Schedule of the Insurance Service Organization (ISO).*
- 7. The **COUNTY** shall provide Worker's Compensation Insurance for personnel who are*

certified members of the **DEPARTMENT** and properly registered with the **COUNTY** Risk Management Office. In return, the **DEPARTMENT** shall comply with the provisions of Florida Statutes with regards to filing First Report of Injury Forms within three (3) days of the accident, and any other information deemed necessary by the Third Party Administrator. Failure to comply with these regulations could result in penalties of up to **\$500.00** per claim, being assessed by the State of Florida Division of Workers Compensation. Said penalty will reduce the sum appropriated to the affected **DEPARTMENT** by the amount of the fine levied. Said reduction shall occur on the quarter following the notice of penalty. The **DEPARTMENT** shall also comply with all other provisions contained within said Florida Statutes as they relate to Worker's Compensation.

The **DEPARTMENT** shall also adhere to the **COUNTY'S** policy for medical treatment should an injury/claim arise. All injuries/fatalities to **DEPARTMENT** personnel shall be reviewed at the monthly Volunteer Chief's meeting by the **COUNTY'S** Safety Coordinator/Risk Manager.

8. It shall be the responsibility of the Chief of each **DEPARTMENT** to ensure that any **DEPARTMENT** personnel that respond to an alarm be properly equipped with the necessary personal protective equipment/clothing according to the type of incident. Prior to initiating tactics involving fire suppression, salvage, and overhaul, or entrance into any toxic or oxygen deficient atmosphere, each District Chief shall ensure that all personnel are aware that they must be protected by the donning of a full fire protective ensemble, a positive pressure self contained breathing apparatus (PPSCBA), and a Personal Alert Safety System (PASS).

9. Pursuant to the **COUNTY'S** Worker's Compensation Third Party Administrator, each **DEPARTMENT** shall provide the **COUNTY** with a current roster of their volunteer personnel, (updated as needed) and shall include the following information:

- A. Name
- B. Address
- C. Social Security Number
- D. Date of Birth
- E. Place of Employment
- F. Phone Number - Home/Employment
- G. Driver's License Number and Type - ie. - Class - A, B, C, D

10. Pursuant to the Department of Labor, Occupational Safety and Health Administration, the **DEPARTMENT** shall comply with **29 CFR 1910.120(E)** for Hazardous Waste and Emergency Response. It will be the responsibility of each District Chief to ensure that each of their personnel has completed **Level I - First Responder** prior to providing any technical assistance at a hazardous materials incident. The **COUNTY** shall provide the **DEPARTMENT** with the required training and provide a certificate upon completion. An annual refresher course shall be also provided by the **COUNTY**.

The **COUNTY** shall, pursuant to **29 CFR 1910.1200** Hazard Communication, provide the **DEPARTMENT** with all chemical information which they have on file as it relates to chemicals stored or used in the workplace. The Chief of each District shall notify the

*Department of Public Safety upon confirmation of any hazardous release, pursuant to **Title III of the Superfund Amendment and Reauthorization Act of 1986 (SARA)**. The **DEPARTMENT** shall also adhere to all other requirements set forth in **29 CFR 1910** that are related to fire protection. The **DEPARTMENT** shall also comply with Florida Statutes, F.A.C. 38 I-20 regarding the requirements for volunteer fire departments.*

*11. The **DEPARTMENT** shall, after each alarm/response, complete the appropriate form(s) and forward same to the Florida Fire Incident Reporting System. Each District shall also file the appropriate form(s) for any injury and/or fatality which occurs during an alarm/response. This includes civilians and **DEPARTMENT** personnel. These forms shall also be filed with the Florida Fire Incident Reporting System. All forms shall be mailed each month by the eighth day of the month. Departments with FAX capability shall FAX these reports during routine office hours 0800 - 1700 hours Monday through Friday.*

*12. The **DEPARTMENT** shall keep a record (LOG) of each response. All records are to be open for inspection by the **COUNTY** at all times and are subject to audit by the **COUNTY** or its designated agents.*

*13. It shall be the responsibility of the **DEPARTMENT** to ensure that all personnel who operate standard emergency vehicles possess a valid **Class "D"** license with an **"E"** endorsement, pursuant to Florida Statutes 322.54. Personnel who are expected to operate specialized apparatus/vehicles, ie., **tractor drawn tankers**, are to have the appropriate license.*

*14. The **COUNTY** shall require the **DEPARTMENT** to ensure that all new members will attend a **forty (40) hour Basic Volunteer Firefighting Minimum Standards Course** as approved by the Department of Public Safety within one (1) calendar year of joining the **DEPARTMENT**. All new volunteer personnel shall complete a **basic 12 ½ hour Fire Attack/Orientation class** before being allowed to respond to fire related incidents.*

*15. All members of the **DEPARTMENT** shall work under an Incident Command System(ICS) at all emergency incidents. Said Incident Command System (ICS) operations shall be established by the Department of Public Safety and support the appropriate operating procedures for said incident.*

*16. All members of the **DEPARTMENT** shall abide by the FCC Rules & Regulations regarding radio communications and operate under the license and supervision of the Department of Public Safety.*

*17. The use of any funding from the **COUNTY** to pay salary/wages of any **DEPARTMENT** member is strictly prohibited.*

*18. The **COUNTY** shall appropriate to the **DEPARTMENT** annual funding in the amount of \$59,348.00 for providing efficient and effective fire and EMS operations. Said annual funding shall be established by the submission of an annual budget request which shall be received by the Clerk of the Court prior to but no later than June 15<sup>th</sup>. Upon approval of the submitted*

*budget by the Board of County Commissioners, said funds shall be allocated on a quarterly basis with payments to be made by the 18<sup>th</sup> day of November, February, May and August. The COUNTY shall require each respective DEPARTMENT to account for all funds allocated and maintain proper accounting records which shall be approved by the Clerk of Court or his designated agents. An acceptable accounting of the pervious year's funds must be presented to the COUNTY within sixty (60) days of the close of each District's fiscal year. An audit of accounting records may be performed by an independent accounting firm. Failure to maintain appropriate annual accounting records shall cause the COUNTY to cease providing funds.*

*19. The Clerk's Office reserves the right to audit and inspect any and all financial records at times mutually agreeable to the Clerk and the respective DEPARTMENT. Any disputes as to expenditures or accounting policies shall be addressed by both parties and must be resolved to the satisfaction of the Clerk's Office.*

*20. The DEPARTMENT shall be responsible for obtaining and maintaining proper insurance on all of their vehicles and equipment and providing proof of insurance to the COUNTY and shall be responsible for payment of same from funds allocated by the COUNTY.*

*21. Additions or amendments to this Agreement shall be mutually agreed upon in writing by the COUNTY and the DEPARTMENT.*

*22. Failure to adhere to the provisions of this agreement shall cause the COUNTY to cease providing funds pursuant to this agreement.*

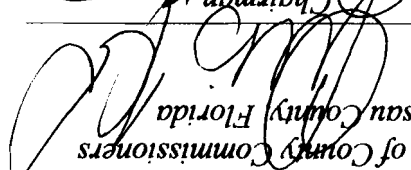
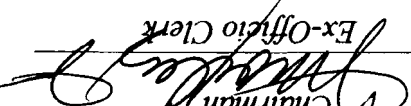
*23. The DEPARTMENT shall be represented at the monthly District Chiefs meeting.*

*This agreement shall be in full force and effect for a period of October 1<sup>st</sup>, 1997 to September 30<sup>th</sup>, 1998. 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 the refund of all unexpended District funds appropriated by the COUNTY.*


Signed, Sealed & Delivered  
in the Presence of:

Contract Approved as to Form  
Nassau County Attorney

Board of County Commissioners  
of Nassau County, Florida

By:   
Chairman  
Attest:   
Ex-Officio Clerk

John E. D.  
District Chief Signature

By:   
Attest: 