

SERVICE AGREEMENT

This Agreement made and entered into this 15th day of June, 2000, by and between Nassau County, a political subdivision of the State of Florida, hereinafter referred to as **COUNTY**, and The Town of Hilliard, hereinafter referred to as **HILLIARD**.

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:

HILLIARD shall provide Fire/rescue services within the unincorporated areas of Nassau County as set forth in Exhibit "A".

All Fire/Rescue personnel of **HILLIARD** who operate within the unincorporated area shall function under the auspices and authority of the Chief of Fire/Rescue, Nassau County Fire/Rescue Department as defined by the Nassau County Board of County Commissioners and shall operate under the stipulations contained herein when providing services in the unincorporated areas.

1. It shall be the responsibility of **HILLIARD** to provide Fire Protection and First Responder Level emergency medical services in their assigned area of responsibility within the areas set forth in Exhibit "A". The area set forth in Appendix "A" shall not be changed unless agreed to by **HILLIARD** and the Board of County Commissioners.

2. Fire Protection and First Responder level medical services shall be provided on a twenty-four (24) hour basis, seven (7) days a week.

3. **HILLIARD** shall pay all regular maintenance costs, including repairs, gas, oil, and other fluids necessary to maintain all fire protection apparatus and equipment.

4. **HILLIARD'S** fire protection apparatus and equipment shall be housed at the station of the Town of **HILLIARD**.

5. **HILLIARD'S** apparatus, equipment and personnel shall be subject to Mutual Aid established by the Board of County Commissioners for other areas within unincorporated and incorporated areas of Nassau County and in surrounding areas as requested (dispatched) on a recall basis. Mutual aid shall only be for emergency incidents only. Non emergency incidents are subject to approval by the Town of Hilliard. **HILLIARD** shall strive to maintain the required equipment as listed under the Fire Suppression Rating Schedule of the Insurance Service Organization (ISO), as approved by the Nassau County Board of County Commissioners.

6. It shall be the responsibility of **HILLIARD** 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, **HILLIARD** shall ensure that all personnel must be protected by the donning of a full fire protective ensemble, a Positive Pressure Self Contained Breathing Apparatus (P.P.S.C.B.A.), and a Personal Alert Safety System (P.A.S.S.).

7. **HILLIARD** shall provide the **COUNTY** with a current roster of their personnel, and provide a roster with each request for payment. The roster 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
- G. Driver's License Number and Type - i.e. - Class - A, B, C, D.
- H. Any other information requested by the Nassau County Human Resource Department
- I. Personal Radio Call Number
- J. Certifications held by each member of the HILLIARD Department

HILLIARD certifies that it is a Drug Free Workplace and has a Policy in effect requiring all personnel to undergo drug tests. **HILLIARD** further certifies that it has the required insurance coverage including workers compensation and a copy of those policies shall be attached as Exhibit "B" to this agreement.

8. **HILLIARD** shall ensure that each of their personnel has completed **Level I - First Responder Certification** prior to providing any assistance at a hazardous materials incident. The **COUNTY** shall provide **HILLIARD'S DEPARTMENT** with the required training and provide a certificate upon completion. An annual refresher course shall be also provided by the **COUNTY** at the **HILLIARD** station, on their designated training night. The **COUNTY** shall, pursuant to **29 CFR 1910.120 Hazard Communication**, provide **HILLIARD** with all chemical information which they have on file as it relates to chemicals stored or used in the workplace. The Chief or ranking officer of the **HILLIARD DEPARTMENT** shall notify the Chief of Nassau County Fire/Rescue Department upon confirmation of

any hazardous release, pursuant to **Title III** of the **Superfund Amendment and Re-authorization Act** of 1986 (**SARA**). The **HILLIARD DEPARTMENT** shall also adhere to all other requirements set forth in **29 CFR 1910** that are related to fire protection. The **HILLIARD DEPARTMENT** shall also comply with Florida Administrative Code **38 I-20** regarding the requirements for volunteer fire departments.

9. **HILLIARD** shall, after each alarm/response, using the Local Area Computer Network complete the appropriate Fire Program reporting section. **COUNTY** shall provide **HILLIARD** with training for the proper operation of the Local Area Computer Network system. **HILLIARD** shall also file the appropriate form(s) for any injury and/or fatality which occurs during an alarm/response. These forms shall also be filed with the Florida Fire Incident Reporting System with notification made to the Nassau County Fire/Rescue Department and Risk Management Department. All forms shall be sent to the State by way of manual reporting if system should be down. The Board of County Commissioners shall ensure that the computer systems are operational.

10. **HILLIARD** shall keep a record (LOG) of each response. All records are to be open for inspection by the **COUNTY** at mutually agreed upon times and are subject to audit through the Clerk under internal audit procedures.

11. It shall be the responsibility of **HILLIARD** 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, i.e., tractor drawn tankers, are to have the appropriate license.

12. The County shall require **HILLIARD** to ensure that all members of the

Department will attend the 40 hour Basic Volunteer Firefighting Minimum Standards Course and 40 hour First Responder Course before participating in interior firefighting operations unless they possess proper documentation of firefighting that meets or exceeds the minimum standards. The current volunteer firefighters with three years experience shall not be required to meet the minimum standards. All new personnel may, at their discretion, Ride Along with Nassau County Fire/Rescue. In all training provided by Nassau County, it shall be the responsibility of the instructor to file all appropriate certifications with the Nassau County Fire/Rescue Department.

13. All members of the **HILLIARD DEPARTMENT** while operating in the unincorporated area shall work under an Incident Command System (ICS) at all emergency incidents. Said Incident Command System (ICS) operations standards shall be developed and approved by the Board of County Commissioners in coordination with the Chiefs Association and a copy furnished to the Town of Hilliard.

14. All members of the **HILLIARD DEPARTMENT** shall abide by the FCC Rules & Regulations regarding radio communications and file the correct number of portable and mobile radios operated by the DEPARTMENT with the COUNTY. Any changes in radio or dispatch procedures shall be the responsibility of the Sheriff and 911 Coordinator and coordinated with the **HILLIARD DEPARTMENT**.

15. The Nassau County Fire/Rescue Department shall, on a monthly basis, transmit to the **HILLIARD DEPARTMENT** any change in Standard Operating Procedures (SOP's) each month in writing. Any changes in SOP's that affect the volunteer fire department will be communicated with the Chief's Association prior to being implemented.

16. The COUNTY shall appropriate to **HILLIARD** the amount of \$39,348 for

providing efficient and effective **Fire and First Responder Level Emergency Medical** operations as set forth herein. Said annual amount shall be established by the submission of a request which shall be received by the Clerk of the Court prior to but no later than June 15th. Upon approval of the amount by the Board of County Commissioners, said funds shall be allocated on a quarterly basis with payments to be made by the 15th day of November, February, May and August. The **COUNTY** shall require **HILLIARD** 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 previous year's funds must be presented to the Nassau County Clerk of Courts within one hundred and twenty days (120) days of the close of **HILLIARD'S** fiscal year. An audit of accounting records may be performed by an independent accounting firm, paid for by **HILLIARD** and may be accepted by the Nassau County Clerk of Courts in lieu of an Official Audit conducted by the Clerk. Failure to maintain appropriate annual records shall cause the **COUNTY** to cease providing funds.

17. The Clerk's Office reserves the right to audit and inspect any and all financial records at times mutually agreeable to the Clerk and **HILLIARD**. 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.

18. **HILLIARD** 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**. ~~In addition,~~ ^{County LP} ~~HILLIARD~~ shall provide Workers Compensation coverage for each member of the Department and provide proof of same on a quarterly basis.


19. Additions or amendments to this Agreement shall be mutually agreed upon in writing by the COUNTY and HILLIARD.

20. Failure to adhere to any provision of this agreement shall cause the COUNTY to cease providing funds pursuant to this agreement.

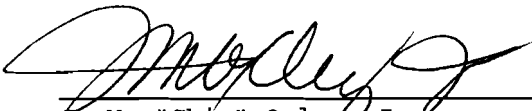
21. HILLIARD shall maintain a minimum of four (4) certified fire/rescue personnel at all times and the following equipment:

This agreement shall be in full force and effect for a period of October 1st, 1999 to September 30th, 2000. 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 Volunteer Fire Department funds appropriated by the COUNTY.

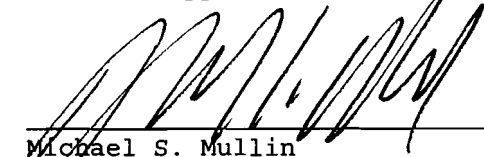
Board of County Commissioners
Nassau County, Florida

BY: 
NICK D. DEONAS
Chairman

ATTEST:

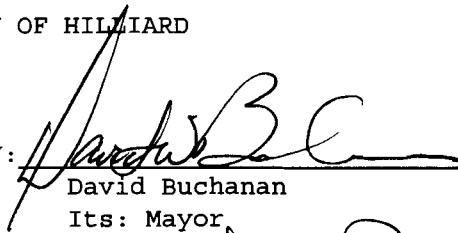

J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

Contract Approved as to Form


Michael S. Mullin
Nassau County Attorney

TOWN OF HILLIARD

BY:



David Buchanan
Its: Mayor

Attest:

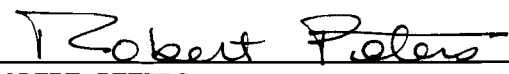


Lisa Purvis
Town Clerk



Kevin M. Bennett
President, Town Council
Town of Hilliard

Approved as to form by the Town Attorney:



ROBERT PETERS

150,000 FT. 48782.10 N. 82°05'

150,000 FT. 48782.10 N. 82°05'

TAN 33.43

0.000 57.41

TAN 4.10

R 23 E 180,000 182°00'

R 24 E 200,000 185°50.12'

R 24 E 220,000 187°05.13'

R 25 E 240,000 191°32.13'

R 25 E 260,000 192°28.16'

R 25 E 280,000 194°45'

G E

C A M D E N

M A T L S

TO WATERS

Volunteer Station #4 Territory

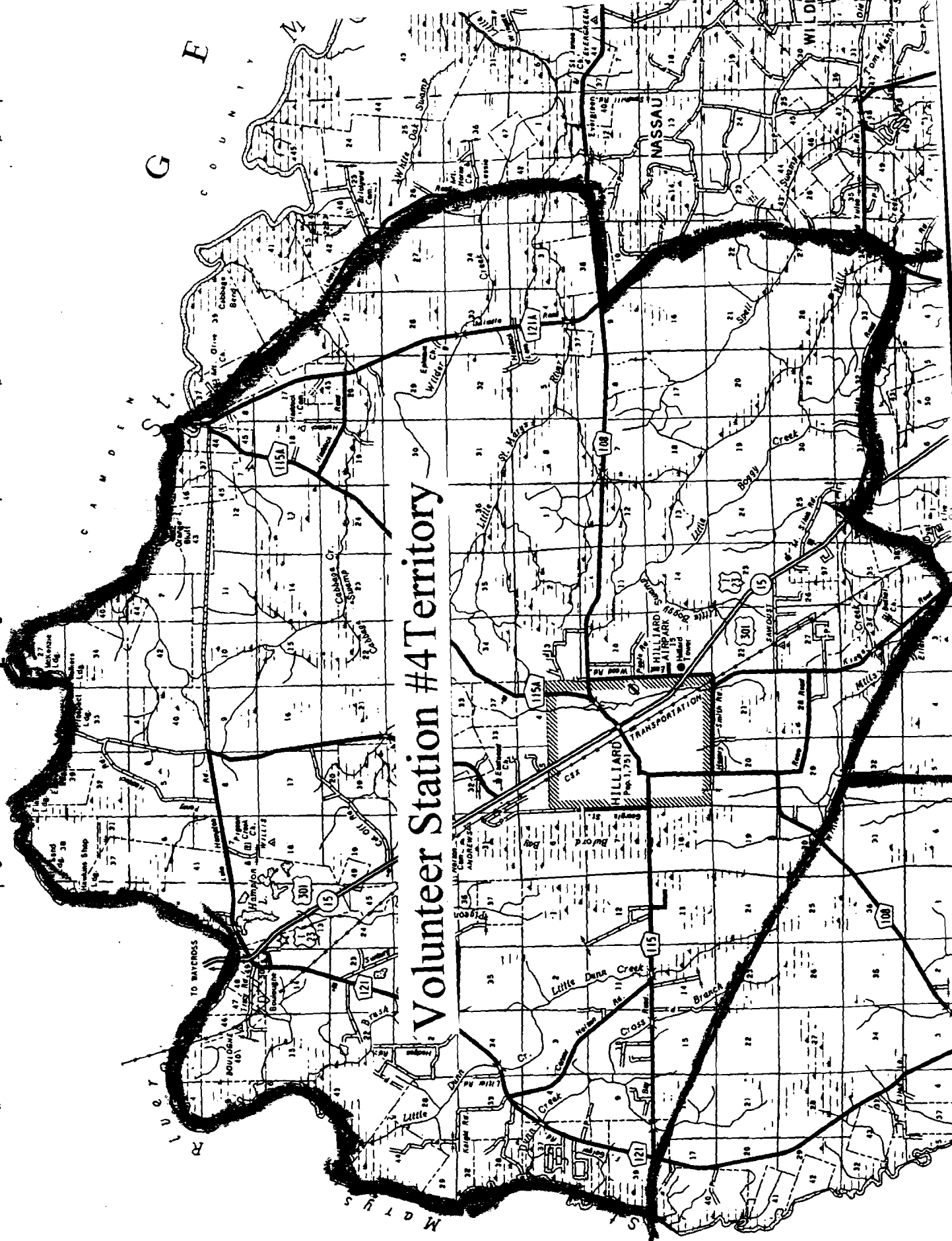


EXHIBIT A

EXHIBIT B

RESOLUTION NO: 97-29

A RESOLUTION ESTABLISHING A DRUG-FREE WORKPLACE PROGRAM; ESTABLISHING CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM; ESTABLISHING DRUG AND ALCOHOL ABUSE PROCEDURES; PROVIDING FOR PENALTIES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard desires to adopt and implement a Drug-Free Workplace Program for its employees; and

WHEREAS, the Town of Hilliard desires to adopt Controlled Substance and Alcohol Testing procedures; and,

WHEREAS, said programs should be adopted in conjunction with the Town's policies and procedures for employees.

NOW THEREFORE, BE IT RESOLVED that:

1. The Town of Hilliard, Florida's Drug-Free Workplace Program Under Florida Worker's Compensation Act and Federal Highway Administration Department of Transportation Controlled Substance and Alcohol Testing manual attached hereto is hereby adopted.

2. This resolution shall become effective on January 1, 1998.

BE IT RESOLVED this 18 day of December, 1997.

Town of Hilliard

BY: Kenn M. Burnett
Its President

Attested Lisa Purvis
Its Clerk

Approved: Bruce Buchanan
Its Mayor

TOWN OF HILLIARD
HILLIARD, FLORIDA

DRUG-FREE WORKPLACE PROGRAM

UNDER

FLORIDA WORKERS' COMPENSATION ACT

AND

FEDERAL HIGHWAY ADMINISTRATION

DEPARTMENT OF TRANSPORTATION

CONTROLLED SUBSTANCE AND ALCOHOL

TESTING

(Revised and Effective January 1, 1998)

TOWN OF HILLIARD, HILLIARD, FLORIDA
DRUG-FREE WORKPLACE POLICY SUMMARY

(Read carefully, ask any questions and initial each item separately)

_____ I hereby acknowledge that I have received a summary of the Town of Hilliard Drug-Free Workplace Policy. I have had the opportunity to read the Town of Hilliard drug-Free Workplace program and receive satisfactory answers to any questions that I have. I have also received a copy of the list of over-the-counter and prescription drugs that could alter or affect the outcome of a drug test.

_____ I know that if I am taking medicine that could affect my ability to perform my job (i.e., there are warning labels on the container) I must inform my supervisor immediately.

_____ I know that if I refuse to submit to a pre-employment drug test I will not be hired and my employment is conditioned upon a negative drug test result.

_____ I know that total compliance with the Town of Hilliard Drug-Free Workplace Policy is a condition of continued employment.

_____ I know that if I refuse a reasonable suspicion, post-injury, post accident, random, fitness-for-duty or post-treatment drug or alcohol test I may lose my job, my unemployment benefits, and my workers' compensation medical and indemnity benefits.

_____ I know that if I am injured or cause or contribute to the cause of an injury or an accident and test positive for drugs or alcohol I will be subject to discipline up to and including discharge.

_____ I know that if I enter into a treatment program for drug or alcohol abuse and test positive for drugs or alcohol following the completion of the primary phase of my treatment I will be subject to discipline up to and including discharge.

_____ I know that I have the right to challenge any positive test result and that I must notify the laboratory that I am challenging the test result.

_____ I know that if I am convicted of a drug related crime I must notify my supervisor within five working days.

_____ I agree to comply with drug and alcohol testing requirements of the Town of Hilliard Drug-Free Workplace Policy.

_____ I give my informed consent for the release of drug and/or alcohol test results to the Town of Hilliard.

DRUG-FREE WORKPLACE POLICY SUMMARY
PAGE 2

_____ I know that the Town of Hilliard Drug-Free Workplace Policy does not constitute an employment contract between the Town of Hilliard and me.

_____ I have read and understood each of the preceding items that I have initialed. I have had the opportunity to question any item that I did not understand. I have voluntarily signed this form.

Employee

Date

Witness

Date

I hereby refuse to submit to a drug test as part of the Town of Hilliard Drug-Free Workplace Program.

Employee

Date

Witness

Date

**TOWN OF HILLIARD
HILLIARD, FLORIDA**

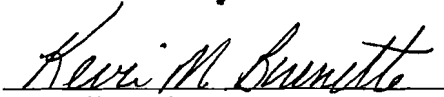
DRUG-FREE WORKPLACE POLICY

NOTICE TO EMPLOYEES

It is still the policy of the Town to maintain a drug-free workplace. Accordingly, all employees are required to refrain from the illegal use of drugs either on or off the job. The Town prohibits the use, sale, manufacture, distribution, purchase, possession, or dispensation of illegal drugs or non-prescribed controlled substances on Town property, while on Town business, or while operating a Town-owned or leased vehicle. Similarly, the use of alcohol on Town property or during the workday is prohibited and employees are prohibited from reporting to work under the influence of alcohol, non-prescription or illegal drugs.

In order to enforce this policy employees may be required to submit to drug testing through urinalysis. Employees may be required to submit to alcohol testing through Breathalyzer or post-accident blood tests. Applicants for employment by the Town of Hilliard may be required to submit to pre-employment drug testing. Any offer of hire made to an applicant is conditioned upon a satisfactory drug test result. Refusal to submit to pre-employment drug testing will void the offer of employment.

Current employees who test positive for illegal drugs or alcohol use will be subject to discipline up to and including termination of employment. Any refusal to test will be considered the same as a positive result. In addition, an employee injured on the job who refuses a drug test or who tests positive for illegal drug or alcohol use will forfeit all workers' compensation medical and indemnity benefits.



Council President

PROCEDURES

Applicants

All applicants who are finalists for a position with the Town will be offered employment contingent upon satisfactory results of a drug and/or alcohol test. Failure to take the test or unsatisfactory results shall result in the rejection of the application of employment.

Current Employees

Employees will be selected for testing under the following circumstances:

1. Reasonable Suspicion Testing: Employees will be tested where there is a reasonable suspicion that an employee has violated this policy.
2. Routine Medical (Fitness for Duty) Examinations: Employees who are otherwise routinely scheduled for medical examinations will be tested for illegal drugs and alcohol as part of the medical examination.
3. Follow-up Testing: All employees who have been determined to have used drugs or alcohol and have been referred to an Employee Assistance Program will be subject to follow-up drug tests.
4. Random Testing for Alcohol and Substance Abuse: The Town of Hilliard reserves the right to conduct substance abuse testing on a random sample basis without prior notice for employees who hold Commercial Drivers Licenses and employees engaged in safety sensitive positions. Safety sensitive positions include but are not limited to those which require operation of any Town owned equipment or vehicle. Those employees shall also be subject to random alcohol testing. Supervisors of employees eligible for random testing will be included in the pool of selects.

The selection of employees to be tested shall be made by a scientifically valid method, such as a computer-based random number generator that is matched with employee's social security number. A contractor outside the Town government will perform this. Under this process each employee shall have an equal chance of being tested each time selections are made.

All random tests conducted under this provision will be unannounced. The dates for administering random alcohol and controlled substance tests may be spread reasonable throughout the calendar year, or may be conducted as often as deemed necessary by the Hilliard Town Council.

- a. A third party administrator at a predetermined location will conduct all testing.
 - b. Selects will be notified individually on the day of testing and will be given the appropriate location and time.
 - c. Failure to report for testing or alteration of a test will be considered a positive result and shall be cause for dismissal.
5. Post Accident Testing.
6. Return to Duty Testing: All employees returning from a leave of absence greater than 21 working days will be tested as well as all employees who are returning to duty after voluntarily or involuntarily entering into a drug or alcohol treatment or rehabilitation program. **All employees who enter into an employee assistance program for drug or alcohol related problems, or a drug or alcohol rehabilitation program, must inform the Town of their entrance into the program as soon as is practicable and before returning to duty. An employee who does not report entrance into such a program is subject to discipline up to and including termination.**
7. Additional Testing: Additional testing may also be conducted as required by state or federal law, or pursuant to Town policy.

Panel of Drugs

The Town will test for the following drugs:

Alcohol (booze, drink)
 Amphetamines (Binhetamine, Desoxyn, Dexedrine)
 Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, spleaf, grass, weed, reefer)
 Cocaine (coke, blow, nose candy, snow, flake, crack)
 Phencyclidine (PCP, angle dust, hog)
 Methaqualone*
 Opiates* (opium, dover's powder, paregoric, parepectolin, codeine, morghine, heroin, demoral)
 Barbiturates* (Phenobarbital, Tuinal, Amytal)
 Benzodiazepine*
 Synthetic narcotics-Methadone and Propoxyphene
 Metabolites of any of the foregoing

Prescription Drugs

The proper use of legal drugs prescribed by a licensed physician for specific treatment purposes will not result in disciplinary action. However, such prescriptions can have a direct impact on vigilance, judgment and coordination. Therefore, an employee who must use prescribed drugs during work and whose physician advises that performance or behavior could be negatively affected by such use must report this fact to his/her supervisor and provide acceptable medical documentation.

Confidential Reporting of Medication

Prior to any drug or alcohol testing, applicants and employees will be provided confidential "History of Medication" forms on which to report to an independent Medical Review Officer ("MRO") the use of prescription and non-prescription medications before being tested. Individuals who test positive for drug or alcohol use will be given an additional opportunity to provide this information to the MRO after being tested. A list developed by the Agency for Health Care Administration, of the most common drugs or medications (by brand name or common name, as well as by chemical name) which may alter or affect a drug test, is attached to this policy statement. The Medical Review Officer may also be consulted for technical information concerning prescription or non-prescription medication.

Explanation of Test Results - Employees Only

An employee in Florida who receives a positive confirmed drug test result may contest or explain the result to the Medical Review Officer ("MRO") within five (5) working days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the MRO, the MRO will report the positive test result back to the employer. The employer then has another five (5) working days to contact the employee again to advise him/her of the test result and the employee's right to attempt to explain or contest the results. Within five (5) working days after receiving the Notice from the employer, the employee has the right to attempt to explain the test results by submitting information in writing to the employer. If the employee's explanation is unsatisfactory to the employer, the employer will explain to the employee in writing, within fifteen (15) days of receipt of the explanation, why the employee's explanation is unsatisfactory and give the employee the report of positive results. The employee may also contest the test result as provided by the Rules of the Florida Division of Worker's Compensation by filing a claim for benefits with the Judge of Compensation Claims in Florida or, if no injury has occurred, with a court of competent jurisdiction. Any such challenge must be filed within 30 days after the individual receives notice that his or her explanation of the test result was unsatisfactory. In addition, at the individual's own expense, the applicant or employee may request re-testing at a state approved testing facility. If the individual contests the test result, the employee may notify the laboratory. The applicant or employee must also notify the laboratory of any administrative or civil action filed pursuant to Florida Statute, Chapter 440.

Confidentiality:

Information about drug screening, including all records, forms, or test results, are confidential communications. Unless authorized by law, the Town will not release such information without appropriate written consent from the applicant or employee.

Arrest or Conviction for drug-related offenses

Any employee, who is either arrested, indicted or convicted of a drug or alcohol related violation must report this information to his or her Supervisor no later than five (5) days after such arrest, indictment or conviction. Any employee who is convicted of a drug-related charge, and any employee who is arrested, or indicted, or convicted for a work-related drug or alcohol charge, may be subject to discipline, up to and including termination of employment.

Local Drug and Alcohol Rehabilitation Facilities

Any applicant or employee who may be abusing alcohol and/or engaged in the illegal use of drugs is encouraged to obtain treatment. A list of treatment programs is attached to this policy statement. **This is provided only as a potential source of information, and does not constitute an endorsement by the Town or any facilities or programs listed.**

Detail of Policy

Additional information concerning this policy or answers to your questions may be obtained from the Town Clerk. Neither this notice nor any other documents associated with the Town's Drug-Free Workplace Program are to be construed as a contract or guarantee of initial or continued employment. The Town reserves the right to modify and update this policy without advance notice in order to serve the best interests of the Town and its employees.