

SERVICE AGREEMENT

This agreement made and entered into this 14th day of January, ²⁰⁰²~~2001~~, by and between Nassau County, a political subdivision of the State of Florida, hereinafter referred to as **COUNTY**, and The Town of Callahan, hereinafter referred to as **CALLAHAN**.

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:

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

All Fire/Rescue personnel of **CALLAHAN** 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 **CALLAHAN** 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 Exhibit "A" shall not be changed unless agreed to by **CALLAHAN** 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. **CALLAHAN** shall pay all regular maintenance costs, including repairs, gas, oil, and other fluids necessary to maintain all fire protection apparatus and equipment.

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

5. **CALLAHAN'S** apparatus and equipment 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. **CALLAHAN** 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 **CALLAHAN** 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, **CALLAHAN** 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. **CALLAHAN** 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. Driver's License Number and Type - i.e. - Class - A, B, C, D.
- D. Personal Radio Call Number
- E. Certifications held by each member of the Callahan Department

CALLAHAN certifies that it is a Drug Free Workplace and has a Policy in effect requiring firefighters/paramedics to undergo drug tests. **CALLAHAN** 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. **CALLAHAN** 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 **CALLAHAN'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 **CALLAHAN** station, on their designated training night. The **COUNTY** shall, pursuant to **29 CFR 1910.120 Hazard Communication**, provide **CALLAHAN** 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 **CALLAHAN 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 **CALLAHAN DEPARTMENT** shall also adhere to all other requirements set forth in **29 CFR 1910** that are related to fire protection. The **CALLAHAN DEPARTMENT** shall also comply with Florida Statutes, **F.A.C. 38 I-20** regarding the requirements for volunteer fire departments.

9. **CALLAHAN** shall, after each alarm/response, using the Local Area Computer Network complete the appropriate Fire Program reporting section. **COUNTY** shall

provide **CALLAHAN** with training for the proper operation of the Local Area Computer Network system. **CALLAHAN** 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.

10. **CALLAHAN** 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 **CALLAHAN** 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. **CALLAHAN** shall 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. 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 **CALLAHAN DEPARTMENT** 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.

14. All members of the **CALLAHAN 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 **CALLAHAN DEPARTMENT**.

15. The Nassau County Fire/Rescue Department shall, on a monthly basis, transmit to the **CALLAHAN DEPARTMENT** any change in Standard Operating Procedures (SOP's) each month in writing addressed to the Callahan Fire Chief, 1908 S. Kings Road, Post Office Box 5016, Callahan, Florida 32011.

16. The COUNTY shall appropriate to **CALLAHAN** the amount of \$44,348 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 **CALLAHAN** 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 **CALLAHAN'S** fiscal year. An audit of accounting records may be performed by an independent accounting firm, paid for by **CALLAHAN** and may be accepted by the Nassau County

Clerk of Courts in lieu of an Official Audit conducted by the Clerk. The **Town** shall furnish the Clerk within fifteen (15) days of receipt of audit, a copy of said audit. Failure to maintain appropriate annual records shall cause the **COUNTY** to cease providing funds.

17. **CALLAHAN** 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, **CALLAHAN** shall provide Workers Compensation coverage for each member of the Department and provide proof of same on a quarterly basis.

18. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs or services that are compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.


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

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

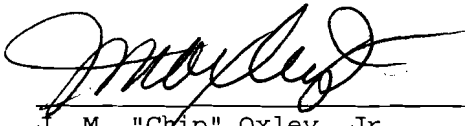
21. **CALLAHAN** shall maintain a minimum of eight (8) certified fire/rescue personnel at all times and the following equipment:

This agreement shall be in full force and effect for a period of October 1st, 2001 to September 30th, 2002. 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

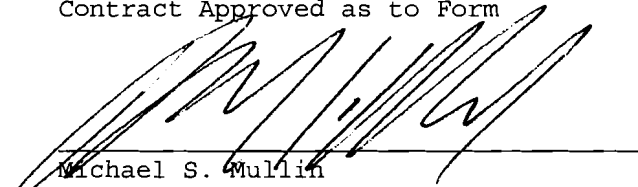

By: ~~MARIANNE MARSHALL~~ NICK D. DEONAS
Chairman

ATTEST:



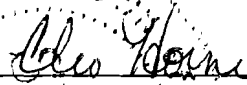
J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

Contract Approved as to Form

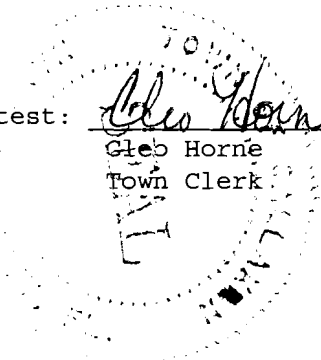


Michael S. Mullin
Nassau County Attorney

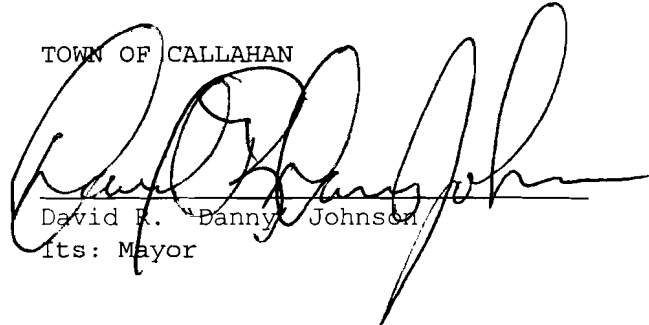
Attest:



Gled Horne
Town Clerk

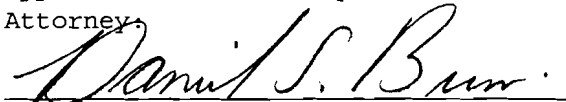


TOWN OF CALLAHAN



David R. "Danny" Johnson
Its: Mayor

Approved as to form by the Town
Attorney:



DANIEL S. BRIM

AFFIDAVIT

I, John P Sikes, certify that our programs, services and facilities are in compliance with the Federal Americans with Disabilities Act (ADA) and the Florida Accessibility Code.

John P Sikes
SIGNATURE
Title: PRES. Town Council

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 12th day of November, 2001, by _____, as _____, of the _____ who is personally known to me or who has produced divs license as identification and who did take an oath.

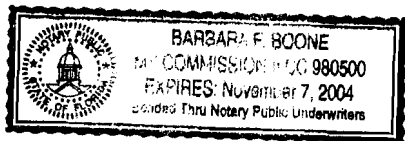
Barbara Boone

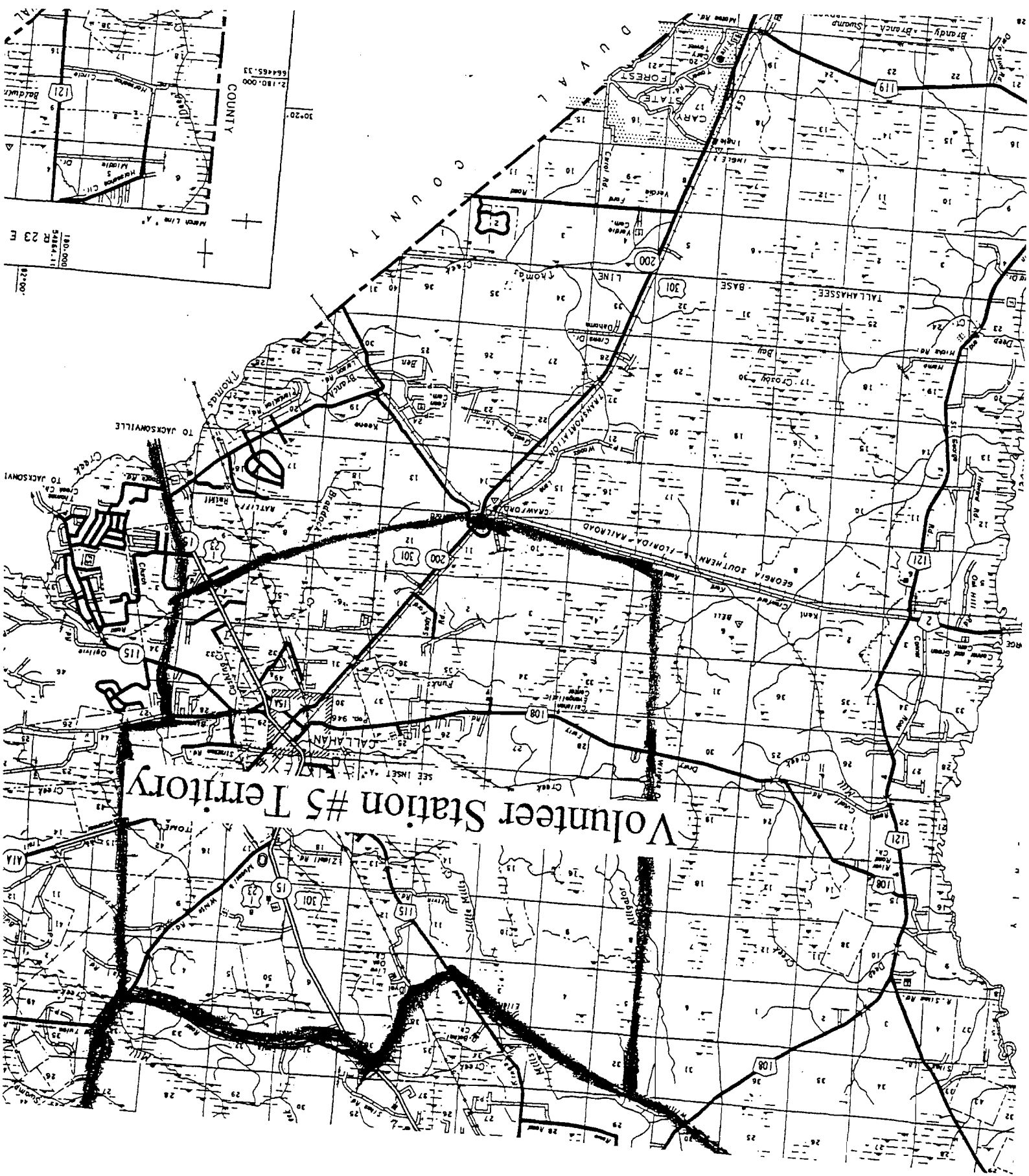
BARBARA Boone

NOTARY PUBLIC

State of Florida at large

My Commission expires:





Volunteer Station #5 Territory

EXHIBIT "A"

M4

Town of Callahan

A Florida Municipality
P. O. Box 5016
Callahan, Florida 32011
(904) 879-3801

January 9, 2002

Nassau County Board
Of County Commissioners
Post Office Box 1010
Fernandina Beach, FL 32035-1010

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

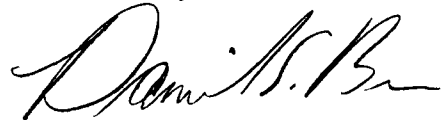
Re: Fire Services Agreement for
Fiscal year 2001-2002

Dear Chip:

I am enclosing two (2) executed, original Service Agreements between the Board of County Commissioners and the Town of Callahan, Florida, for fire services in fiscal year 2001-2002.

If you have any questions or require further documentation, please contact my office.

Yours Truly



Daniel S. Brim
Attorney for Town of
Callahan, Florida

DSB:sak
Enclosure