

FY 2002-2003  
AGREEMENT

This agreement made and entered into this 1<sup>st</sup> day of October 2002, by and between Nassau County, a political subdivision of the State of Florida, hereinafter referred to as **COUNTY**, and Station Number 9, **River Road 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 bound 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 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.

1. The **COUNTY** hereby agrees to provide the **DEPARTMENT** with funding (**as stated in Paragraph 19**) to maintain its station and equipment and to purchase certain apparatus and additional equipment. Said purchases shall be through coordination with the Board of County Commissioners. The apparatus and equipment should meet National Fire Protection Association standards.

2. It shall be the responsibility of the **DEPARTMENT** to provide Volunteer Fire Protection and First Responder Level emergency medical services in their

assigned area of responsibility within the jurisdictional boundaries of Nassau County, Florida. Each **DEPARTMENT'S** area shall be defined in Appendix "A", and shall not be changed unless agreed to by both departments and approved by the Board of County Commissioners.

3. Volunteer Fire Protection and First Responder level medical services 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. The **DEPARTMENT** may request additional funding from the Board of County Commissioners for any major expenditures due to failure or loss of equipment.

5. All fire protection apparatus and equipment shall be housed at the **DEPARTMENT'S** station(s).

6. The **DEPARTMENT** operated 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. The **DEPARTMENT** 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.

7. The **COUNTY** shall provide Worker's Compensation Insurance for volunteers responding to or assisting with fire or medical emergencies. ~~personnel who are members of the **DEPARTMENT** and properly registered with the **COUNTY** Risk Management Office~~ Each volunteer or member of the **DEPARTMENT** must be properly registered with the **COUNTY** Risk Management Office. Each Department is subject

to the requirements of Florida Statutes regarding the volunteer fire departments and the requirements set forth therein at all **DEPARTMENT** activities and functions.

8. It shall be the responsibility of the **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 **Volunteer** Chief or his designee 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.).

9. Pursuant to the **COUNTY'S** Workers' Compensation insurance policy, 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
- 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 or required by the county's workers compensation carrier.
- I. Personal Radio Call Number

Each **VOLUNTEER DEPARTMENT** shall be subject to the **COUNTY'S** Drug Free Workplace Policy. All new volunteer fire fighters shall be required to undergo a drug test and the **COUNTY** shall pay for said test.

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 **Volunteer DEPARTMENT** to 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 the **DEPARTMENT** with the required training and provide a certificate upon completion. An annual refresher course shall be also provided by the **COUNTY** at each station, on their designated training night. The **COUNTY** shall, pursuant to **29 CFR 1910.120** 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 or ranking officer of each 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 **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. Each **DEPARTMENT** shall, after each alarm/response, using the Local Area Computer Network complete the appropriate Fire Program reporting section. **COUNTY** shall provide **DEPARTMENT** with training for the proper operation of the Local Area Computer Network system. Each **DEPARTMENT** 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 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.

12. The **DEPARTMENT** 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.

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, i.e., tractor drawn tankers, are to have the appropriate license.

14. The **COUNTY** shall require the **DEPARTMENT** to ensure that all new members 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 volunteer 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.

15. All members of the **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 in coordination with the chiefs association.

16. All members of the **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**. The **COUNTY** shall provide the **DEPARTMENT** with a copy of the FCC rules and regulations as they pertain to this operation. Any changes in radio or dispatch procedures shall be the responsibility of the Sheriff and 911 Coordinator and coordinated with the Chiefs Association.

17. The Nassau County Fire/Rescue Department shall, on a monthly basis, transmit to the Chief of each volunteer fire 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 Chiefs Association prior to being implemented. *COORDINATE*  
*HB 2/15/03*

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

19. The **COUNTY** shall appropriate to the **DEPARTMENT** annual funding in the amount of \$44,348 for providing efficient and effective **Volunteer Fire and First Responder Level Emergency Medical** 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 15<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 previous year's funds must be presented to the Nassau County Clerk of Courts within sixty (60) days of the close of each **DEPARTMENT'S** fiscal year. An audit of accounting records may be performed by an independent accounting firm, paid for by the **DEPARTMENT** 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.

20. 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.

21. 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**.

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

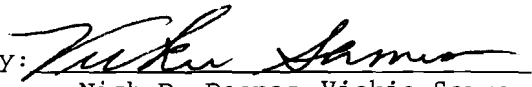
23. Failure to adhere to the provisions of this agreement shall cause the **COUNTY** to cease providing funds pursuant to this agreement.

24. The **DEPARTMENT** shall be represented by an Officer of the **DEPARTMENT** at the monthly Volunteer Chief's meeting.

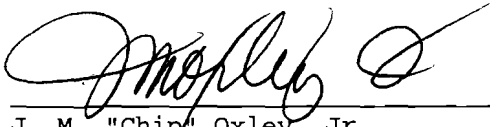
25. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs or services that are compliant with the Florida Accessibility Code and the federal Americans with Disabilities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

This agreement shall be in full force and effect for a period of October 1<sup>st</sup>, 2002 to September 30<sup>th</sup>, 2003. 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.

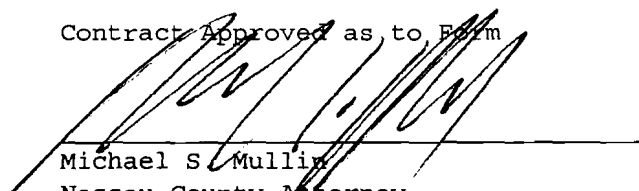
Board of County Commissioners  
Nassau County, Florida

By:   
~~Nick D. Deonas~~ Vickie Samus  
Chairman

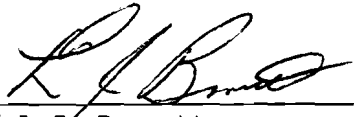
ATTEST:

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

Contract Approved as to Form

  
\_\_\_\_\_  
Michael S. Mullin  
Nassau County Attorney

RIVER ROAD VOLUNTEER  
FIRE DEPARTMENT

  
\_\_\_\_\_  
Chief L.J. Bennett





AFFIDAVIT

I, CHIEF L J BENNETT, certify that our programs, services and facilities are in compliance with the Federal Americans with Disabilities Act (ADA) and the Florida Accessibility Code.

*L J Bennett*  
SIGNATURE  
Title: *Chief*

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 2/15 day of FEB, 2003, by L J BENNETT, as CHIEF, of the RIVER ROAD VFD, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

*Maurice M. Kirkland*

NOTARY PUBLIC  
State of FLORIDA  
My Commission No. DD180747  
MY COMMISSION EXP. JAN. 29, 2007





**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

January 8, 2003

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

Chief L. J. Bennett  
River Road Volunteer Fire Department  
Post Office Box 5030  
Callahan, FL 32011

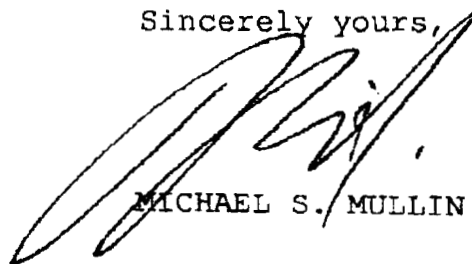
Dear L.J.:

I am advised that your Department has requested an opinion from me as to whether or not the language in Paragraph 7 of the County's contract would provide workers' compensation coverage for volunteers going out to fires and returning to the fire station.

The language in Paragraph 7 of the contract tracks the language in Florida Statutes, Section 440.02(16)(a)(3) wherein volunteer firefighters responding or assisting with fire or medical emergencies whether or not the firefighters are on duty would be considered employment, and, therefore, covered by the County's workers' compensation coverage. If a member of your volunteer fire department is "going to" the fire and/or medical emergency and returning to the station, they would be covered.

If there is any additional information that I can provide, please do not hesitate to contact me or the Clerk.

Sincerely yours,



MICHAEL S. MULLIN

MSM/am

Cc: Commissioner Marianne Marshall  
J. M. "Chip" Oxley, Jr.  
Walt Gossett

f9.Bennett-Jan-08-2003

(904) 321-5703, 879-1029, (800) 958-3496

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