

SERVICE AGREEMENT

This agreement made and entered into this 27th day of January, ~~2002~~²⁰⁰³, 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 services within the unincorporated areas of Nassau County as set forth in Exhibit "A".

SECTION I

All Fire personnel of **HILLIARD** who operate within the unincorporated area shall function under the auspices and authority of the Emergency Services Director, Nassau County Emergency Services 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 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 **HILLIARD** and the Board of County Commissioners.

2. Fire Protection 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

- H. Address
- I. Social Security Number
- J. Date of Birth
- K. Place of Employment
- L. 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 Resources 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 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 - Hazardous Material 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 Director of Nassau County Emergency Services 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 Emergency Services 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. In all training provided by Nassau County, it shall be the responsibility of the instructor to file all appropriate certifications with the Nassau County Emergency Services Department.

SECTION II

i. First Responder Level Medical Services shall be available on a twenty-four (24) hour basis, seven (7) days a week. The Department shall respond as identified in the Attachment "C".

ii. It shall be the responsibility of **HILLIARD** to insure that all members of the Department attend a forty (40) hour First Responder Course in emergency medicine.

SECTION III

1. 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.

2. 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.

3. The Nassau County Emergency Services 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.

4. The COUNTY shall appropriate to HILLIARD 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 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.

5. 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.

6. **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**. Nassau County shall provide Workers Compensation coverage for each member of the Department during responses to fire and medical emergencies ~~and return from~~ in accordance with this service ~~under mutual aid agreement.~~ and a certificate of insurance shall be provided to Hilliard and attached as Attachment "D".

7. 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 and services that are compliant with both the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.

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

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

10. **HILLIARD** shall maintain a minimum of four (4) certified fire personnel at all times.

11. The **COUNTY** and **HILLIARD** shall meet in the month of April, ²⁰⁰³~~2002~~, to review this contract.

This agreement shall be in full force and effect for a period of October 1st, 2002 to September 30th, 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
Chairman
Nick D. Deonas Vickie Samus

ATTEST:

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

Contract Approved as to Form
Michael S. Mullin
Michael S. Mullin
Nassau County Attorney

Attest
Lisa Purvis
Lisa Purvis
Town Clerk

David Buchanan
David Buchanan
Its: Mayor
TOWN OF HILLIARD

Mark P. Smalley
Mark P. Smalley
President, Town Council
Town of Hilliard

Approved as to form by the Town
Attorney:

[Signature]

AFFIDAVIT

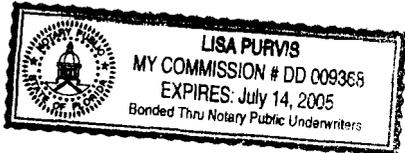
I, David W. Buchanan, certify that our programs, services and facilities are in compliance with the Federal Americans with Disabilities Act (ADA) and the Florida Accessibility Code.

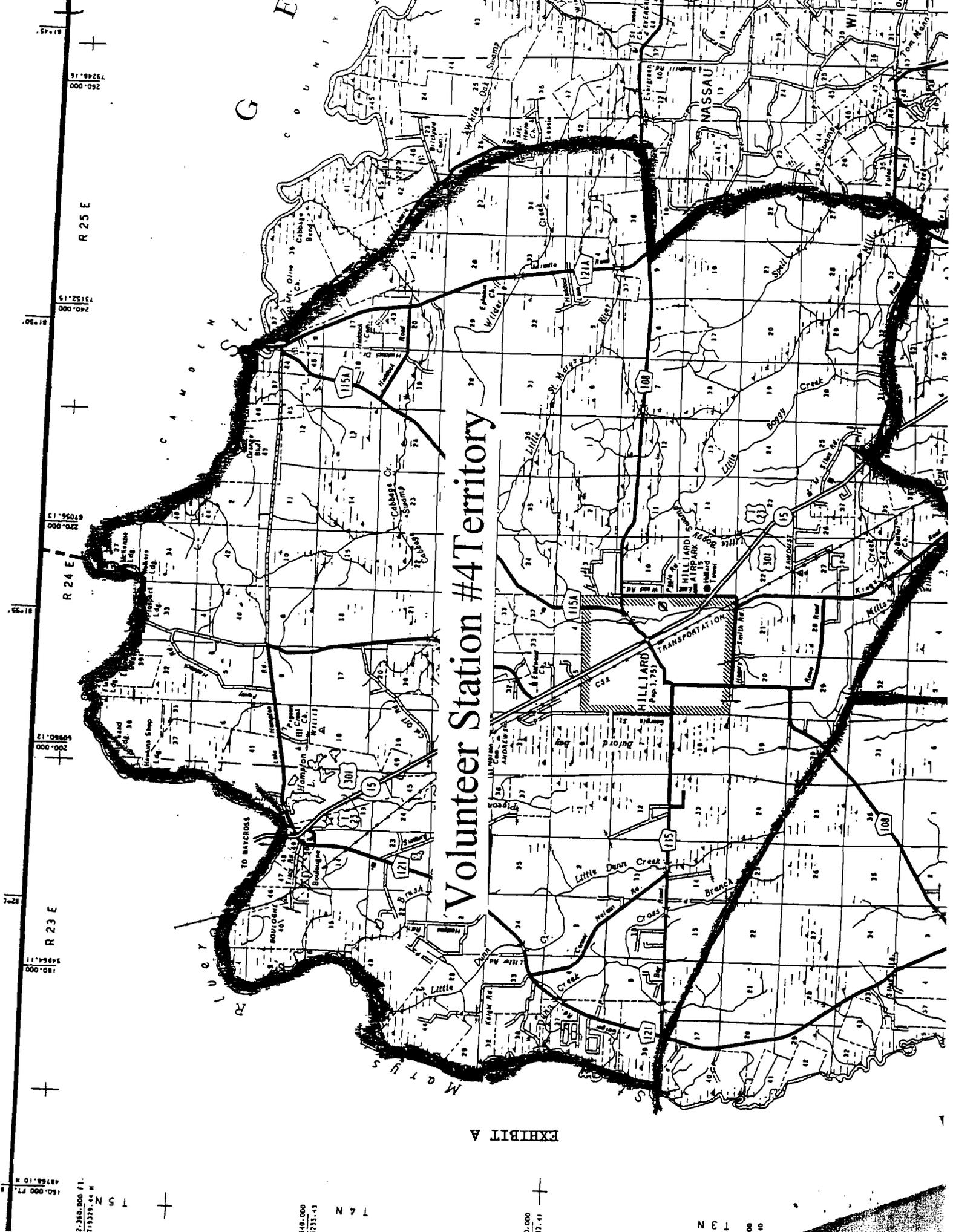
David W. Buchanan
SIGNATURE
Title: Mayor

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 6th day of January, 2001³ by David W. Buchanan, as _____, of the _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

Lisa Purvis
NOTARY PUBLIC
State of Florida at large
My Commission expires:





Volunteer Station #4 Territory

EXHIBIT A

150,000 FT. 48768.10 M
 15 N
 2,350,000 FT. 713279.44 M

T 4 N
 340,000 12731.43

20,000 137.41

T 3 N
 100,000 1.10

R 23 E
 180,000 54964.11

200,000 60960.12

R 24 E
 220,000 67056.13

240,000 73152.15

R 25 E
 260,000 79248.16

G O U N
 E

C A M O C N
 S T.

L U C E T
 TO BAYCROSS

M A T H S

108

115

121

15

30

115A

121A

**Hilliard Volunteer Fire Dept.
Dec. 3, 2002 Roster**

NAME	Address	City	Zip	SS	DRVS LCNSE #	Class	DOB	WORK PLACE	On Board	RANK	Work #	Home #	ID.#	Certification
Toby Dixon	P O Box 61	Hilliard	32046	265-51-9731	D250-812-60-461-0	D	12/21/60	D&L Construction	10/17/97	Chief	845-7741	845-7741	410	EMT - FF 1
Dee Herrington	2422 Georgia St	Hilliard	32046	264-43-3992	H652-172-63-753-0	B	07/13/63	Nassau Baptist Medical	01/14/00	1st Capt	321-3500	845-4449	411	EMT - FF 2
Marvin Hansen Jr.	37543 Bulford Rd.	Hilliard	32046	594-24-9133	H525-583-71-248-0	A	7/8/71	J B Saw and Mower	08/06/01	1st Lt.	845-2944	845-2967	412	FR - FF 1
Myra Cockerham	27027 W. 7th Ave.	Hilliard	32046	264-35-6877	C265-439-55-130-0	E	11/01/58	Town of Hilliard	08/15/95	P.I.O.	845-3555	845-2840	417	FR
Raymond Krolikowski	28063 Jackson Tr.	Hilliard	32046	595-58-7726	K642-736-75-372-0	E	10/12/75	U.S. Navy	03/07/01	FF	270-7964	845-4767	415	FR - FF(NAVY)
Jared Wollitz	2713 Mill St.	Hilliard	32046	593-60-5794	W432-425-80-068-8	E	02/28/80	Trim All Lawn Service	01/01/01	FF	845-3817	753-0185	419	EMT - FF 2
William Emfinger	P.O. Box 8189	Hilliard	32046	261-61-1145	E515-937-62-381-0	A	10/21/62	Crystal Springs Water	11/12/01	FF	318-7945	845-7289	420	FR - FF 1
Mary Whiten	P.O. Box 1638	Hilliard	32046	256-33-7246	W350-585-73-951-0	E	12/11/73	Nassau Co. Sheriff Dept.	09/09/02	FF	879-1563	845-3246	422	FR - EMD
Carl Krolikowski	28063 Jackson Tr.	Hilliard	32046	595-58-8955	K642-125-78-020-1	E	1/20/78	Kingsland Van Lines	09/09/02	Probation		845-4767	421	
William R. Long	8245 W. 4th Ave.	Hilliard	32046	266-53-6395	L520-936-60-084-0	D	3/4/60	Day Spring Village	12/03/02	Probation	845-7501		423	FR
NAME : Station 4 Hilliard Vol Fire Dept. 15879 W. CR.108, Hilliard, FL 32046 Phone: 845-2943, 845-3555 Fax 845-1221 Member NFPA														

CERTIFICATE OF COVERAGE

Certificate Holder

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS
3163 BAILEY ROAD
FERNANDINA BEACH FL 32034

Administrator

Issue Date 10/23/02 BDM

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0255

COVERAGE PERIOD: FROM 10/1/02

COVERAGE PERIOD: TO 10/1/03 12:01 AM Standard Time

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$500
- Coinsurance 90%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond
-

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$300,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: CONTRACT FOR PROVISION OF FIRE SERVICES

BOND IS: \$50,000 HONESTY BLANKET BOND - DEDUCTIBLE: \$500

The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

MS LISA PURVIS
TOWN OF HILLIARD
POST OFFICE BOX 249
HILLIARD FL 32046

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

CERTIFICATE OF COVERAGE

Certificate Holder

MS LISA PURVIS
TOWN OF HILLIARD
POST OFFICE BOX 249
HILLIARD FL 32046

Administrator

Issue Date 10/25/02 BDM

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

RECEIVED
OCT 28 2002

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0255

COVERAGE PERIOD: FROM 10/1/02

COVERAGE PERIOD: TO 10/1/03 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

\$100,000 Each Person/\$200,000 Each Occurrence

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

\$100,000 Each Person/\$200,000 Each Occurrence

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment

Other

Description of Operations/Locations/Vehicles/Special Items

RE: VOLUNTEER FIREMEN ARE COVERED FOR WORKERS COMPENSATION

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

MS LISA PURVIS
TOWN OF HILLIARD
POST OFFICE BOX 249
HILLIARD FL 32046

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE