

**AMENDED
SERVICE AGREEMENT
FY 2004-2005**

This Agreement made and entered into this 1st day of October, 2004, 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 or First Responder Medical services within the unincorporated areas of Nassau County as set forth in Exhibit "A".

All Fire personnel of CALLAHAN who operate within the unincorporated area shall function under the auspices and authority of the Chief of Fire, 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, or as requested by Nassau County Fire/Rescue in the unincorporated area of Fire District 5.

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 and Automatic 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.), and be certified as required in Florida Administrative Code 69A-62 (F.A.C. 69A-62) ~~must also meet the requirements as contained in Florida Statutes Chapter 633.~~

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 showing FFI or FFII certification

CALLAHAN certifies that it is a Drug Free Workplace and has a Policy in effect requiring Volunteer 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 First Awareness Level 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 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.

10. 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 and possess the appropriate certification from an emergency vehicle 16 hours minimum course.

11. ~~CALLAHAN shall ensure that all members of the Department will attend the 160 hour firefighter course prescribed by the Florida State Fire Marshall and Florida State Fire College, and must meet the requirements as contained in Florida Statutes Chapter 633~~ The COUNTY shall require all members of the CALLAHAN Department to assure that prior to engaging in any Immediately Dangerous to Life and Health (IDLH) atmospheric condition, each participating member shall meet the training and/or certification requirements under Florida Administrative Code 69A-62 (69A-62 F.A.C.) and any other requirements as prescribed by the State Fire Marshall.

12. All members of the CALLAHAN Department shall work under an Incident Command System (ICS) at all emergency situations. Said Incident Command System (ICS) operations standards shall be developed and approved by the Board of County Commissioners as prescribed by the Nassau County Fire/Rescue Department.

13. All members of the CALLAHAN Department shall abide by the FCC Rules and Regulations regarding radio communications and file the correct number of portable and mobile radios operated by the Department within 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.

14. The Nassau County Fire/Rescue Department shall, on a monthly basis, transmit to the CALLAHAN Department any change in Standard Operating Guides (SOG's) each month in writing addressed to the CALLAHAN Fire Chief, 543300 US Highway 1, Post Office Box 5016, Callahan, Florida 32011.

15. The COUNTY shall appropriate to CALLAHAN the amount of \$49,348 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 not 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 (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.

16. 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.

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

~~17~~18. All facilities, programs and services shall be compliant with the Florida Accessibility Guide and the federal Americans With Disabilities Act (ADA). Failure to provide facilities, programs or services that are compliant with the Florida Accessibility Guide and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.

~~18~~19. Additions or amendments to this Agreement shall be mutually agreed upon in writing by the COUNTY and CALLAHAN.

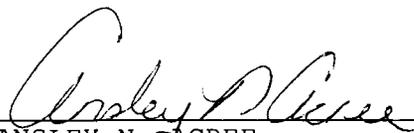
~~19~~20. Failure to adhere to any provision of this Agreement shall cause the COUNTY to cease providing funds pursuant to this Agreement.

~~20~~21. CALLAHAN shall maintain a minimum of eight (8) certified fire First Responder Medical personnel at all times.

This Agreement shall be in full force and effect for a period of October 1, 2004 through September 30, 2005. 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



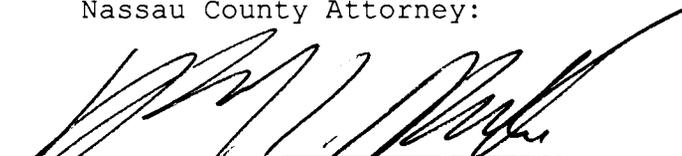
ANSLEY N. ACREE
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLEN

TOWN OF CALLAHAN



SHIRLEY GRAHAM
Its: Mayor

ATTEST:

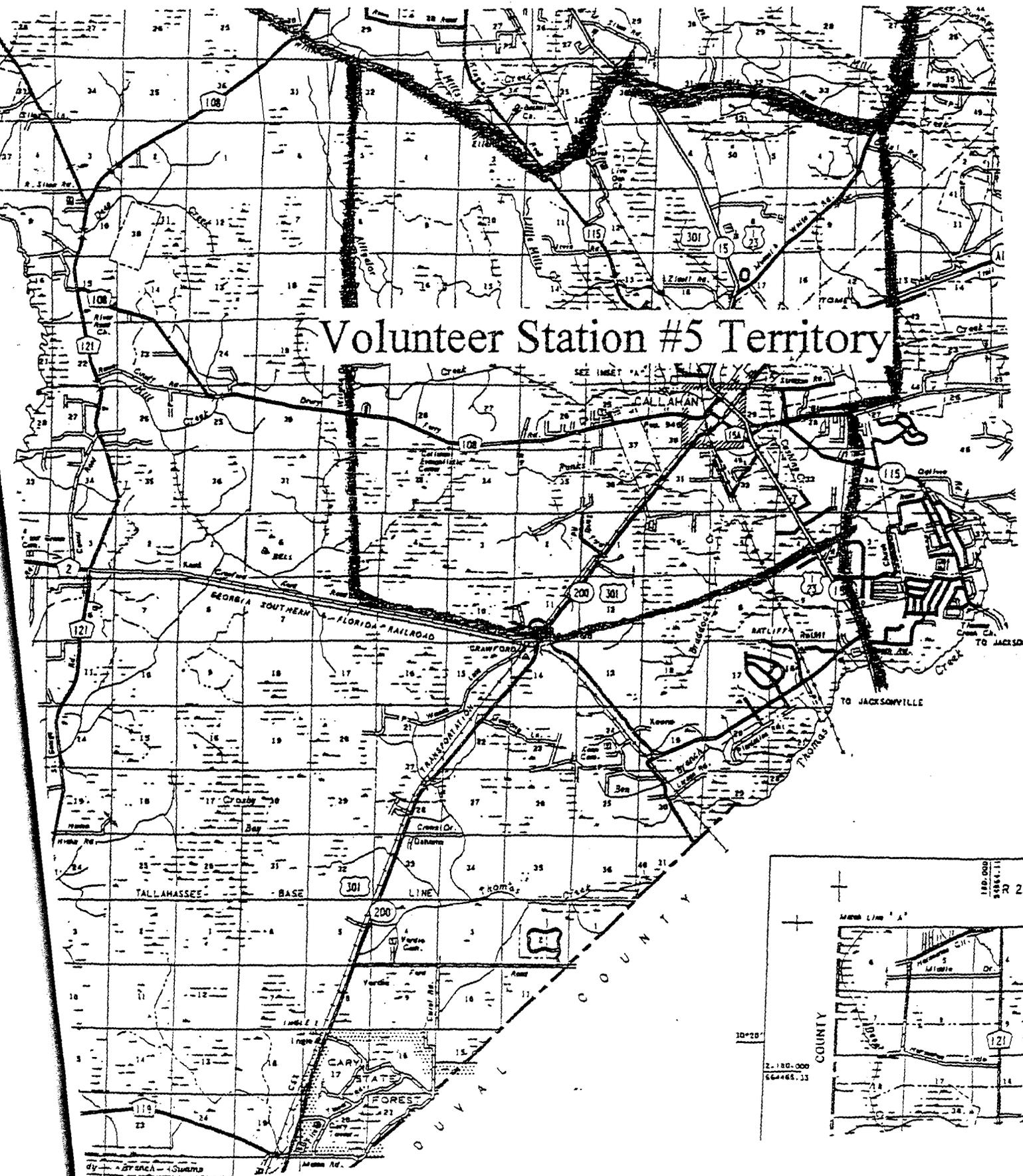
Approved as to form by the
Town Attorney:

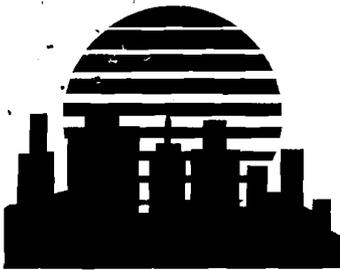


CLEO HORNE
Town Clerk

JEB T. BRANHAM

EXHIBIT "A"





FLORIDA LEAGUE OF CITIES, INC.

PUBLIC RISK SERVICES

- Administration/
Marketing
- Risk Control
- Underwriting
Property & Casualty
Health

Post Office Box 530065
Orlando, FL 32853-0065
800-445-6248
407-425-9142
Suncom 344-0725
Fax 407-425-9378

- Health Claims
Post Office Box 538140
Orlando, FL 32853-8140
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

- Workers'
Compensation Claims
Post Office Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

- Property & Liability
Claims
Post Office Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

TO: Members

FROM: Valerie Morrison

RE: Evidence of Insurances
Pollution and Remediation Liability (Non petroleum storage tank)
Statutory Accidental Death & Dismemberment
Executive Travel Accident

DATE: December 17, 2004

Enclosed are the evidence of insurances for the above coverage, which you have purchased. **(THIS IS NOT AN INVOICE- DO NOT PAY.)**

For the Statutory coverage and/or Executive Travel coverage, a supply of Beneficiary Cards is enclosed. Please make copies if more are needed and make sure each person's personnel file is correct. There should be one in each person's file for the classes noted.

Thank you for your participation. We continue to look forward to serving your insurance needs.

Please call me if you have any questions.



AIG Domestic Accident & Health Division

A Division of American International Companies*

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270

(212) 770-7000

(a capital stock company, herein referred to as the Company)

Policyholder: Florida League of Cities
Policy Number: SRG 9043155

BLANKET ACCIDENT INSURANCE

Policy Amendment No. 16

This Policy Amendment is attached to and made part of the Policy effective October 1, 2004 at 12:01 AM, Standard Time at the address of the Policyholder. Any changes in coverage apply only with respect to accidents that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Amendment.

It is hereby agreed and understood that coverage is renewed for the period commencing October 1, 2004 and ending October 1, 2005 with respect to the following entity:

Town of Callahan
P.O. Box 5016
Callahan, FL 32011

Total Premium Due: \$421.00

This Policy Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Policy Amendment.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy Amendment:

President

Secretary

STATUTORY DEATH

TOWN OF CALLAHAN

October 1, 2004 to October 1, 2005

INSURER: AIG Life Insurance Company

LIMIT OF LIABILITY: \$52,500 Principal Sum - In Line of Duty
\$52,500 Principal Sum - Fresh Pursuit
\$157,500 Principal Sum - Unlawful or Intentional Death

THE FOLLOWING COVERAGES ARE INCLUDED:

1. Accidental Death & Dismemberment on each purchased component.
2. Heart and Circulatory, Hepatitis, Meningitis, Tuberculosis.
3. Weekly Accident Indemnity - \$100.00/week, maximum 52 weeks. Coordinates with workers compensation. Intentional act only.
4. Day Care Benefit - \$2,000/year, maximum 2 years. Currently enrolled in day care. Intentional death only.
5. Education Benefit - \$2,000/year, maximum 2 years. Currently enrolled in an institution of higher learning. Intentional death only.
6. Medical Insurance Continuation/Catastrophic Injury 440.02 (34) F.S. - Maximum \$5,000.00 per year. Maximum years - 5. Intentional Death Only.

PERSONS COVERED:

II. Firefighters	<u>1</u>	Part Time
	<u>11</u>	Auxiliary Reserves
	<u>1</u>	Administrative
	<u>15</u>	Volunteer Firefighters

TOTAL PREMIUM: \$421.00



Town of Callahan

Post Office Box 5016 • Callahan, Florida 32011

Chartered 1911

Feb. 25, 2005

Roster for Callahan Fire Department Station 5

James Sheffield, Chief
Eddie Daigle-Asst. Chief
Mike Gunn-Captain
Eddie Foley-Captain
Joey O'Steen-Lt.

Bobbie Daigle
Cindy Foley
Dusin Selph
Amber Harden
Kevin Dezurik
Jay Adams
Alan Hopper
Carla O'Steen
Jessica Herring
Carl Wingate
Elizabeth Johnson
Matt Nelson
Joseph Snowden
Kimberly Mickler

Station # 05 Town of Callahan

Please check all that apply

Name	Rank	ID #	Address	Home #	Cell #	Em. Contact Name	Emerg Contact #	Please check all that apply					Min Stand	EVOC
								1st Responder	160 FF1	EMT	PM			
5143-445-49-081-0 James Sheffield, Chief	Chief	510	P.O. Box 85	879-4353		Nazlone Sheffield	879-4353	✓	✓	✓		✓	✓	Cert.
879-4224-89-415-0 Eddie Raigle, Chief	Chief	511	541397 Lem Turner Rd	879-4224		Bonnie Raigle	879-4224	✓	✓			✓	✓	
850-557-97-246-0 Michelle Quinn	Capt	513	P.O. Box 114	879-3555	591-3713	Christina Quinn	879-3555	✓	✓			✓	✓	Cert.
840-224-57-258-0 Eddie B. Jolley, Jr.	Capt.	515	54242 Spannie Rd.	879-5370	813-2372	Cindy Jolley	879-5370	✓				✓	✓	
835-480-65-022-0 Jody O'Steen	Lt.	516	44416 Caties Way	879-6753	591-2528	Carla O'Steen	879-6753	✓	✓				✓	Cert.
879-4224-60-516-0 Bonnie Raigle	Vol.	521	541397 Lem Turner Rd	879-4224		Eddie Raigle	879-4224	✓	✓	✓	✓		✓	Cert.
879-5370-112-58-705-0 Cindy Jolley	D.S.	523	54242 Spannie Rd.	879-5370	813-2372	Eddie Jolley	879-5370	✓				✓	✓	
879-5370-004-89-542-0 Amber Hayden	E	538	54242 Spannie Rd	879-5370	591-7400	Cindy Jolley	879-5370	✓				✓	✓	
879-6996-424-69-378-0 Sherrie Adams	D.S.	544	35018 Duck Pond Ct.	879-6996	338-6974	Sherrie Adams	879-6996	✓	✓				✓	Cert.
879-4268-101-85-066-0 Alan Hopper	CDL	545	35199 Welcome Lane	879-2697	424-7361	Denise Hopper	424-4268	✓	✓	✓		✓	✓	Cert.
879-6753-113-706-707-0 Carla O'Steen	D.S.	546	44416 Caties Way	879-6753	591-2524	Jody O'Steen	879-6753	✓	✓				✓	Cert.
879-6913-421-79-675-0 Frances Herrin	E	547	54330 Sherwood Rd	879-6913		Frances Herrin	879-6913	✓		✓				
879-2385-137-79-135 Carl Wingate	E	548	45241 Robinwood Cir.	879-2385		Steven Wingate	879-2654	✓						
879-5419-492-73-336-0 Sandra Vanzant	E	550	37298 Kings Ferry Rd	424-5419		Sandra Vanzant	879-2345	✓	✓				✓	Cert.
879-9156-553-492-73-336-0 Denise Batters	D.S.	551	15358 Howard Rd	879-9156		Denise Batters	879-9156	✓	✓				✓	Cert.
879-6753-046-510-87-705-0 Carla O'Steen	E	552	44416 Caties Way	879-6753		Carla O'Steen	879-6753	✓				✓		
879-7429-535-1143-452-0 Hillary Bressman	D.S.	553	45097 Bressman Dairy Rd	879-7429		Hillary Bressman	879-7429	✓	✓				✓	Cert.