

FY 2005-2006

## AMENDED AGREEMENT

This agreement made and entered into the 1<sup>st</sup> day of October 2005, by and between Nassau County, a political subdivision of the State of Florida, Hereinafter referred to as **County**, and Station Number 7, **Nassauville 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. VOLUNTEER FIRE DEPARTMENTS SHALL CONTINUE TO INDEPENDENTLY MANAGE THEIR DAY TO DAY OPERATIONS, FINANCES AND FUNCTIONS, EXCEPT AS DISPATCHED AND DIRECTED IN THE PERFORMANCE OF EMERGENCY SERVICES TO PROVIDE FIRE AND FIRST RESPONDER CARE.

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 shall 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 to 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.

CHANGES TO ANY OPERATIONAL REQUIREMENTS EFFECTING VOLUNTEERS SHALL BE NEGOTIATED AND AGREED TO PRIOR TO IMPLEMENTATION.

3. Volunteer Fire protection and First Responder level medical services shall be available on a 24-hour basis, seven (7) days a week. If no response in five (5) minutes dispatch the next closest Volunteer station.

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 **DEPARTMENTS** station(s), OR AS DEPLOYED ON ASSIGNED VEHICLES AT THEIR RESPECTIVE LOCATIONS. NO SUCH DEPLOYMENT OF EQUIPMENT SHALL BE MADE IN A MANNER THAT WOULD AFFECT ISO RATINGS.

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 from) or assisting with fire or medical emergencies.

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 Chapter 633 and appropriate OSHA rules and regulations regarding the Volunteer Fire departments and requirements set forth therein at all **DEPARTMENT** activities and functions.

8. At approved functions or when properly dispatched to provide Services, it shall be the responsibility of the **DEPARTMENT** to ensure that any **DEPARTMENT** personnel that responds to an alarm be properly equipped with 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** shall ensure that all personnel are trained in proper donning of full fire protective gear, A Positive Pressure Self Contained Breathing Apparatus (P.P.S.C.B.A.), a Personal Alert Safety System (P.A.S.S.), and be Certified as required in Florida Administrative Code 69 A- 62.

9. Pursuant to the **COUNTY'S** Worker's Compensation insurance policy, each **DEPARTMENT** shall provide the **COUNTY** with the 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.
- H. Personal Radio Call Number.
- I. Any other information requested by Nassau County Human Resource Department or required by the county's worker's compensation carrier.
- J. All personal information is to be kept confidential as per current privacy laws/acts.

Failure To Provide Could Result In Breach Of Agreement.

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. Emergency Response Program to Hazardous Substance Release.**

It will be the responsibility of each **Volunteer DEPARTMENT** to ensure that each of their personnel has completed **HAZARD MATERIALS AWARENESS LEVEL** 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 as needed.

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 Dispatch who will notify the Chief of Nassau County Fire/Rescue upon confirmation of any hazardous release, pursuant to **Title III** of the **Superfund Amendment and Re-Authorization Act of 1986. (S.A.R.A.)**. The **DEPARTMENT** shall also adhere to all other requirements set forth in **29 CFR 1910** that are related to Fire Protection.

11. The **DEPARTMENT** shall keep a record (LOG) of each response.

All response records are to be open for inspection by the **COUNTY** at a mutually agreed upon time.

12. It shall be the responsibility of the **DEPARTMENT** to ensure that all Personnel who operate standard emergency vehicles possess a valid **CLASS E** license, pursuant to Florida Statutes 322.54. Personnel who are expected to operate specialized apparatus/vehicles, i.e., tractor-trailer drawn tankers are to have the appropriate license.

**13. The County shall require the 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 (F.A.C.69A-62).** All volunteer personnel with the Volunteer Chief's concurrence, may Ride Along with Nassau County Fire/Rescue. In all required training it shall be the responsibility of the instructor to file documentation of training with the Nassau County Fire/Rescue Department.

14. All members of the **DEPARTMENT** shall work under The National Incident Management System (**NIMS**) at all emergency incidents.

15. All members of the **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** with the

COUNTY. The COUNTY shall provide the DEPARTMENT with a copy of FCC rules and regulations as they pertain to this operation. Any changes in radio or dispatch procedures shall be the responsibility of the Fire Chief of Nassau County and shall be negotiated and agreed to by the Nassau County Volunteer Chief's Association.

16. The Nassau County Fire / Rescue Department shall, on a monthly basis, transmit to the Chief of each volunteer fire department any changes in Standard Operating Guidelines (SOG'S) in writing. Any changes in SOG'S that affect the Volunteer Fire Department will be negotiated and agreed to with the Chief's Association prior to being implemented.

17. The use of any funding from the COUNTY to pay salary/ wages of any DEPARTMENT member is strictly prohibited. REIMBURSEMENT FOR INCIDENTAL, OUT OF POCKET, OR EDUCATIONAL EXPENSES SHALL NOT CONSTITUTE COMPENSATION.

18 The COUNTY shall appropriate to the DEPARTMENT annual funding in the amount of \$49, 348 for providing **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 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 previous year's funds must be presented to the Nassau 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 Official Audit conducted by the Clerk. Failure to maintain appropriate annual records shall cause the **COUNTY** to cease providing funds.

19. 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.

20. 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 it from funds allocated by the **COUNTY**.

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

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

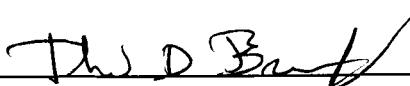
23. The **DEPARTMENT** shall be represented by an Officer of the **DEPARTMENT** at the monthly Volunteer Chief's meeting.

24. All facilities, programs and services shall be compliant with the Florida Accessibility Code and 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.

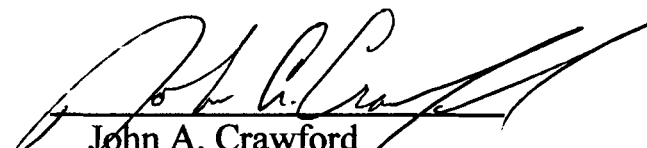
This agreement shall be in full force and effect for a period of October 1<sup>st</sup> 2005 to September 30<sup>th</sup> 2006. However, either party may terminate it

within (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 (for the current quarter) appropriated by the COUNTY.

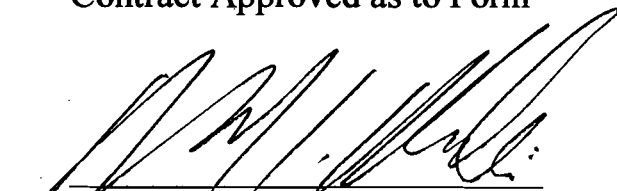
Board of County Commissioners  
Nassau County, Florida

By:   
Thomas D. Branan, Jr.  
~~Ansley N. Aeree~~  
Chairman

ATTEST:

  
John A. Crawford  
Its: Ex-Officio Clerk

Contract Approved as to Form

  
Michael S. Mullin  
Nassau County Attorney

Chief: Danny Hughes

Attest: \_\_\_\_\_

John J. [Signature]  
President, Board of Directors

EXHIBIT "A"



GENERAL LEGEND

ACCESS

STATE BOUNDARY LINE