

**SERVICE AGREEMENT  
FY 2005-2006**

This Agreement made and entered into this 1st day of October, 2005, by and between Nassau County, a political subdivision of the State of Florida, hereinafter referred to as **COUNTY**, and the **BRYCEVILLE VOLUNTEER FIRE ASSOCIATION**, hereinafter referred to as **BVFA**.

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:

**BVFA** shall assist in providing Fire or First Responder Medical services within the unincorporated areas of Nassau County as set forth in Exhibit "A".

All Fire personnel of **BVFA** 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. Volunteer Fire Association personnel shall be under the County's umbrella for Firefighter I or II certification and shall be subject to Nassau County rules, policies and procedures.

1. It shall be the responsibility of **BVFA** to provide support 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 **BVFA** and the Board of County Commissioners.

2. Support 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 6.

3. **BVFA** shall pay all regular maintenance costs, including repairs, gas, oil, and other fluids necessary to maintain all fire protection apparatus and equipment.

4. **BVFA's** fire protection apparatus and equipment shall be housed at either fire station located in Bryceville. Any time **BVFA's** equipment is not housed or is not in service at the station, the Nassau County Fire Chief shall be notified immediately.

5. **BVFA'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. **BVFA** shall 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. At approved functions or when properly dispatched to provide Services, it shall be the responsibility of Nassau County Fire/Rescue (**NCFR**) 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, **NCFR** 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.), 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).

7. **BVFA** 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
- d. Personal Radio Call Number
- e. Social Security Number
- f. Date of Birth
- g. Place of Employment
- h. Phone Number - Home
- i. Certifications held by each member of the **BVFA** showing FFI or FFII certification

j. All personal information is to be kept confidential as per current privacy laws/acts.

Failure to provide could result in Breach of Contract.

NASSAU COUNTY certifies that it is a Drug Free Workplace and has a Policy in effect requiring Volunteer Firefighters/paramedics to undergo drug tests. Each Department is subject to the requirements of Chapter 633 and appropriate OSHA rules and regulations regarding the fire departments and the requirements set forth therein at all Department activities and functions.

8. Pursuant to the Department of Labor, Occupational Safety and Health Administration, **BVFA** shall comply with 29 CFR 1910.120 Emergency Response Program to Hazardous Substance Release. **BVFA** shall ensure that each of their personnel has completed First Responders Operational Level 1910.120 (q)(6)(ii) and 1910.120 (q)(6)(ii)(f) First Responder Operational Level Certification prior to responding. The COUNTY shall provide **BVFA** with the required training and provide a certificate upon completion. An annual refresher course shall be also provided by the COUNTY at Station 6, on their designated training night. The COUNTY shall, pursuant to 29 CFR 1910.120 Hazard Communication, provide **BVFA** with all chemical information which they have on file as it relates to chemicals stored or used in the workplace. The **BVFA** shall also adhere to all other requirements set forth in 29 CFR 1910 that are related to fire

protection. All Departments shall provide certification to the COUNTY prior to execution of contract.

9. It shall be the responsibility of NASSAU COUNTY FIRE RESCUE (NCFR) to ensure that all personnel who operate standard emergency vehicles possess a valid class "D" license, 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.

10. The COUNTY shall require all members of the BVFA 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.

11. All members of the BVFA shall work under a National Incident Management System (NIMS) at all emergency situations. Said Incident operations standards shall be compliant with the National Incident Management System (NIMS). All members of the BVFA shall complete NIMS IS 100, 200, 700 and 800.

12. All members of the BVFA shall abide by the FCC Rules and Regulations regarding radio communications and file the correct number of portable and mobile radios operated by the BVFA within the County. Any changes in radio or dispatch procedures shall be the responsibility of the Fire Chief of Nassau County Fire/Rescue and will be presented to the BVFA.

13. The Nassau County Fire/Rescue Department shall, on a monthly basis, transmit to the **BVFA** any change in Standard Operating Guides (SOG's) each month in writing addressed to the **BVFA** President, Post Office Box 46, Bryceville, Florida 32009.

14. The COUNTY shall appropriate to **BVFA** the amount of \$49,348 for maintaining equipment and providing support services. 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 15<sup>th</sup>. 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 15<sup>th</sup> day of November, February, May and August. The COUNTY shall require **BVFA** 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 **BVFA's** fiscal year. An audit of accounting records may be performed by an independent accounting firm, paid for by **BVFA** 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.

15. **BVFA** 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, NASSAU COUNTY shall provide Workers Compensation coverage for each member of the Department and provide proof of same on a quarterly basis.

16. The use of any funding from the COUNTY to pay salary/wages of any **BVFA** member is strictly prohibited. Reimbursement for incidental, out of pocket or educational expenses shall not constitute compensation. The purchase of any major equipment would be in consultation with the Nassau County Fire Rescue Chief prior to its being purchased.

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


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

20. **BVFA** shall keep equipment (including fire trucks and tanker trucks) in order to provide support to Nassau County. The Fire Chief of Nassau County shall certify to the Board of County

Commissioners each year that the equipment is sufficient to provide support.

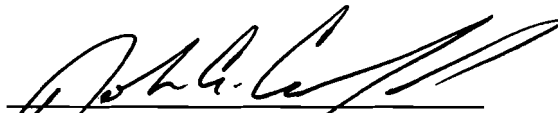
This Agreement shall be in full force and effect for a period of October 1, 2005 through September 30, 2006. However, it may be terminated by either party within thirty (30) days after notice having been given by registered mail, one party to the other. Any cancellation by either party shall require the refund of all unexpended volunteer fire department funds appropriated by the COUNTY.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

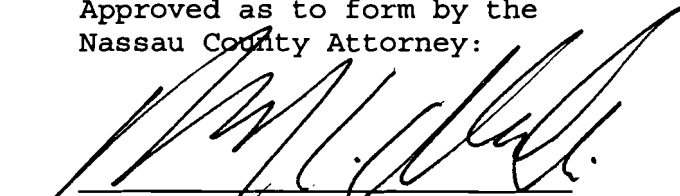
  
~~THOMAS D. BRANAN, JR.~~  
Its: Chairman

Jim B. Higginbotham  
Vice Chairman

ATTEST:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

  
MICHAEL S. MULLIN



ATTEST:

BRYCEVILLE VOLUNTEER  
FIRE ASSOCIATION

Tom Loveless  
Print Name TOM LOVELESS  
Its: PRESIDENT

Sherrell D. Roberts  
Print Name SHERRELL D. ROBERTS  
Its: VICE PRESIDENT

G E O R G I A

CHARLTON

Mary's River

St.

BLADEN




CRAWFORD

COUNTY

BAKER COUNTY

RIVAL

Highway Markers

-  Interstate Highway
-  U.S. State Highway
-  State Highway

Fire District 6

