

**AMENDED
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 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. 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. 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. Changes to any operational requirements affecting volunteers shall be negotiated and agreed to prior to implementation. Failure to agree shall result in the continuation of the status quo.

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. Any time CALLAHAN'S equipment is not housed or not in service at the station of the Town of Callahan, dispatch shall be notified immediately.

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 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 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.), 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. 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
- d. Personal Radio Call Number

[social security number deleted]

e. Date of Birth

f. Place of Employment

g. Phone Number -Home

h. Certifications held by each member of the CALLAHAN
Department showing FFI or FFII certification

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

Failure to provide could result in Breach of Contract.

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. 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, CALLAHAN shall comply with 29 CFR
1910.120 Emergency Response Program to Hazardous Substance
Release. CALLAHAN shall ensure that each of their personnel has
completed First Responders Awareness Level 1910.120 (q) (6) (ii)
and 1910.120 (q)(6) (ii) (f) First Responder Awareness Level
Certification prior to responding. 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. All Departments shall provide the following certifications to the COUNTY prior to execution of contract that are required pursuant to Chapter 633, Florida Statutes: ~~**{list required certifications here}**~~

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 a "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. 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. All volunteer personnel may, with the Volunteer Chief's concurrence, 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.

12. All members of the CALLAHAN Department shall work under the 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 CALLAHAN Department shall complete NIMS IS 100, 200, 700 and 800. The County will provide any training necessary to complete NIMS IS 100, 200, 700 and 800.

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 Fire Chief of Nassau County Fire/Rescue and will be presented to the CALLAHAN Department. Dispatch procedures shall not be used to reduce or manipulate calls to which volunteers respond.

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 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 directly pay salary/wages of any CALLAHAN member is strictly prohibited. Reimbursement for incidental, out of pocket or educational expenses shall not constitute compensation.

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.

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

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

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, 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.

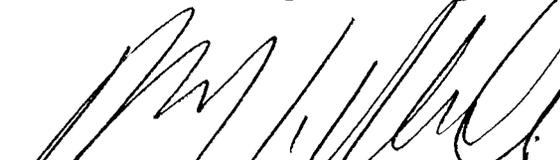
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

As to Chairman's signature only -

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

TOWN OF CALLAHAN



SHIRELY GRAHAM
Its: Mayor

ATTEST:



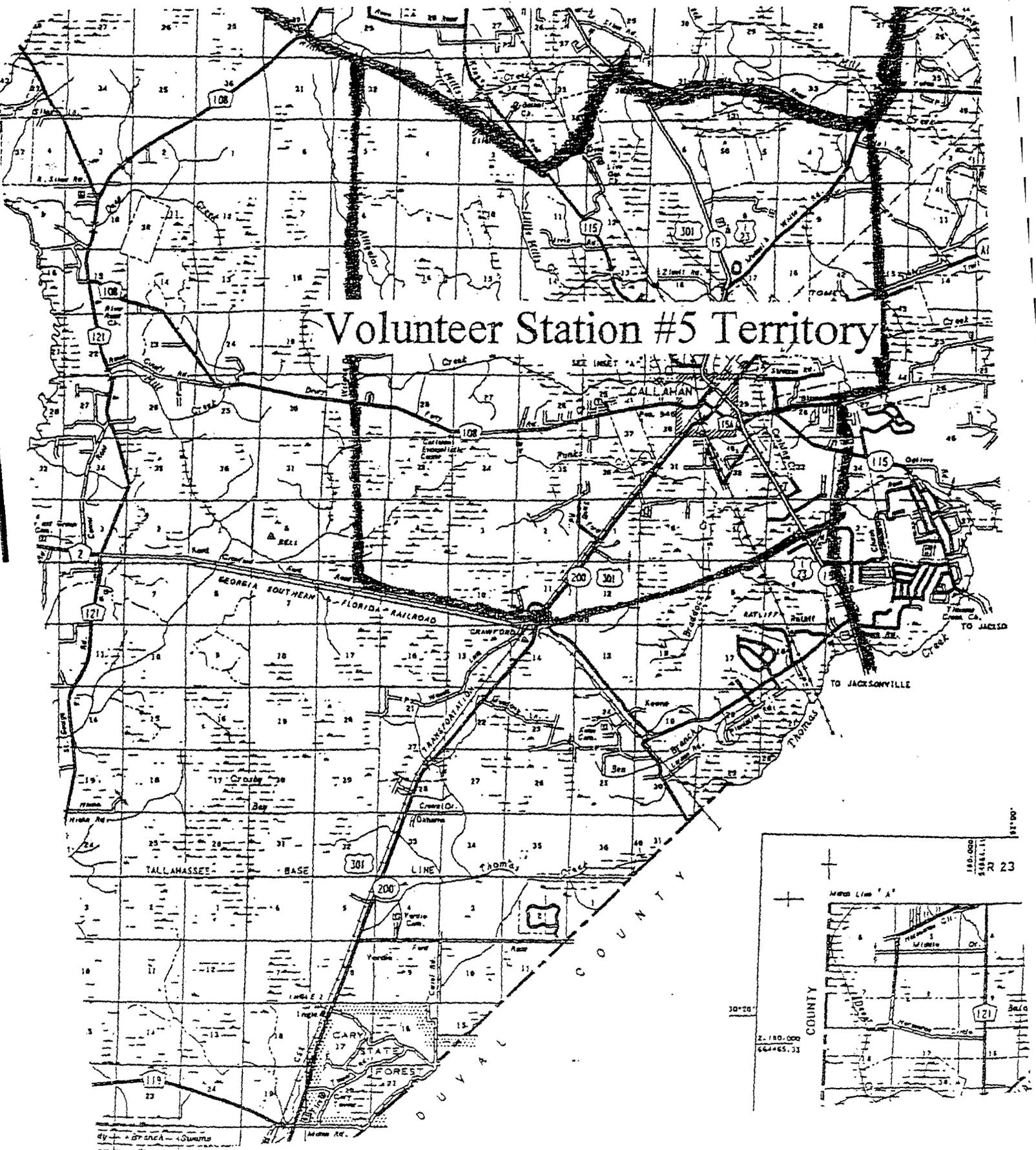
CLEO HORNE
Town Clerk

Approved as to form by the
Town Attorney:



JEB T. BRANHAM

EXHIBIT "A"





FLORIDA LEAGUE OF CITIES, INC.

Public Risk Services

COPIES

Memorandum

RECEIVED
1-31-06

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: January 24, 2006

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. 119

This Policy Amendment is attached to and made part of the Policy effective October 1, 2005 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, 2005 and ending on October 1, 2006 with respect to the following entity:

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

Total Premium: \$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, 2005 to October 1, 2006

INSURER: AIG Life Insurance Company

LIMIT OF LIABILITY: \$54,000 Principal Sum - In Line of Duty
\$54,000 Principal Sum - Fresh Pursuit
\$162,000 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