

INTERLOCAL AGREEMENT WITH
THE TOWN OF HILLIARD RELATING TO ITS
VOLUNTEER FIRE DEPARTMENT

THIS INTERLOCAL AGREEMENT is entered into this 23rd day of March, 2009, by and between NASSAU COUNTY, a political subdivision of the State of Florida (hereinafter the "County"), and the Town of Hilliard on behalf of its Volunteer Fire Department (hereinafter the "Department") for the purpose of prescribing the services the Department will render to the County.

WHEREAS, the Department is established pursuant to Florida Statutes §633.803-821, for the purpose of giving aid to the citizens of Nassau County during an emergency situation such as a fire, automobile wreck or serious injury; and

WHEREAS, the Department is willing and able to provide these Fire Suppression and First Responder Services in accordance with the standards set forth by relevant law, including but not limited to Florida Statutes § 633.803-821 and Florida Administrative Code, 69A-62.0001-003 and 69A-62.006-007.

WHEREAS, the County desires the assistance of the Department in rendering Fire Suppression and First Responder Services to the citizens of Nassau County;

WHEREAS, the Parties agree that the Department will provide and the County will compensate it for Fire Suppression and First Responder Services as more specifically described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

Article I: Definitions

1.1 “Fire Suppression” shall mean activities related to the following identified objectives:

1) Extinguishment of fires, included the response to actual or impending fire incidents and conducting fire ground activities in such a manner and with such equipment and personnel as to most effectively control the fire incident and prevent rekindling, and to do so with minimum loss or damage by either the fire or fire suppression activities.

2) Disaster operations – shall mean response and assistance with the County’s Emergency Operations Plan.

1.2 “First Responder Service” shall mean to serve as initial responder to Emergency Medical Services requests as dispatched.

1.3 “Class ‘A’ Pumper” shall mean a fire apparatus designed and constructed for fire suppression purposes meeting the requirements of National Fire Protection Association (NFPA)-1901.

1.4 “Fire Service Water Tender” shall mean a fire apparatus constructed to deliver water for fire suppression purposes and meeting all requirements of NFPA-1903. It shall be the goal for the Fire Service Water Tender to have minimum capacity of 2,000 gallons.

1.5 “Minimum Apparatus Staffing” shall mean that each Class “A” Pumper shall respond with one (1) qualified firefighting personnel; that each fire service tanker shall respond with one (1) qualified firefighting personnel; that each brush truck shall respond with one (1) qualified firefighting personnel; and that each auxiliary vehicle (squad, mini pumper, etc.) shall respond with one (1) qualified personnel for the type of emergency to which they are dispatched.

1.6 “Brush Truck” shall mean an all-wheel drive fire apparatus designed and constructed for off-road wildland fire suppression purposes with “pump and roll” capabilities. It shall be the

goal for the apparatus to have a minimum water capacity of 200 gallons and be capable of delivering 30 gallons of water per minute.

Article II: Coordination and Relationship with the County

2.1 The County shall appropriate \$24,679.00 annually for the Department. In exchange for the Department providing Fire Suppression and First Responder Services according to the agreed Standards of Service, attached as Exhibit "B", and the terms and conditions contained herein.

The County shall pay the Department the appropriated funds on a quarterly basis, with payments to be made on the 15^h day of January, April, July and September.

2.2 The Department shall function under the auspices and authority of the Chief of Fire/Rescue, Nassau County Fire/Rescue Department (hereafter NCFR) as defined by the Nassau County Board of County Commissioners and shall operate under the stipulations contained herein, when providing service in the unincorporated areas.

2.3 The NCFR shall transmit to the Department any change in Standard Operating Guidelines (SOG's) in writing. Any changes in SOG's that affect the Department will be negotiated and agreed to with the Town of Hilliard prior to being implemented.

2.4 To aid in training, and coordination between NCFR and the all Volunteer Departments, and to accomplish a unified effective Fire Suppression and Emergency Medical Services, the Department shall be represented by a Chief Officer, or designee, at the monthly Chief's meeting.

2.5 The County shall provide the following training to the Department's personnel:

- a) Firefighter I and First Responder Training pursuant to the Florida Administrative Code;
- b) Nassau County Incident Command Procedures;
- c) Hazardous Materials First Responder (Level 2);

- d) Nassau County Fire Rescue Radio Procedures and Protocols;
- e) Pumper Operators Course/EVOC.

2.6 The County shall provide Worker's Compensation Insurance for all personnel responding to or from or assisting with fire or medical emergencies. To ensure such coverage, the Department must properly register all personnel with the County Risk Management Department. The Department shall provide the Risk Manager with all information necessary to ensure worker's compensation coverage on all personnel at that Department.

Additionally, to ensure coverage under the County's worker's compensations policy, the Department shall be subject to the County's Drug Free Workplace policy. All new personnel shall be required to undergo a drug test and the County shall pay for said testing.

2.7 The County shall provide central receipt of emergency calls, dispatching of fire units per County protocol, and voice radio communications to the Department. The Department is responsible for all other communications. Any lost, stolen or damaged equipment shall be replaced by the Department at its costs.

Article III: Independent Operation of the Department

3.1 The Department is the primary volunteer station which will serve County Commission District 4, which is more specifically depicted in the map attached hereto as Exhibit "A".

In addition to being the primary volunteer station, the Department has support responsibilities throughout Nassau County. Support responsibilities include response of the next nearest available and appropriate apparatus to a fire service call whenever another Fire Department (1) needs additional personnel or equipment or (2) fails to respond.

All responses made as either the primary volunteer station or support station shall be made in accordance with the Standards of Service set forth in Exhibit "B" attached hereto and by attachment incorporated and made a part hereof.

3.2 The Department shall independently manage their day-to-day operations, finances and functions, except as dispatched and directed in the performance of Fire Suppression and First Responder Services.

3.3 The Department agrees to purchase certain apparatus and additional equipment and to maintain its station and equipment as necessary in order to carry out the Fire Suppression and First Responder Services at the agreed Standards of service. Specifically, the Department shall pay the costs for all repairs, all maintenance, and all gas, oil, and other fluids to ensure the fire protection apparatus and equipment are in proper operating condition, unless otherwise agreed upon by the parties in writing.

All fire protection apparatus and equipment shall be housed at the Department's station, or as deployed on assigned vehicles at their respective locations. No such deployment of equipment shall be made in a manner which would affect ISO Ratings.

3.4 The Department shall obtain and maintain proper insurance on their vehicles and equipment to adequately cover the replacement costs of said vehicles and equipment. Proof of said insurance coverage shall be updated annually.

3.5 Nothing contained in this Agreement shall be construed as authorization by the Fire/Rescue Chief for any Privately Owned Vehicle to be operated with visible or audible emergency warning devices as described by Florida State Statute when responding to an emergency call.

3.6 The Department shall provide a detailed description of all fire apparatus and a listing of the names and qualifications of each person who will be providing Fire Suppression and First Responder Services under this Agreement. This listing shall be made available to the County upon signing of this Agreement and shall be updated by the Department annually.

3.7 The Department shall report to the Florida Fire Incident Report Service (FFIRS) all calls on which the Department responds.

3.8 The Department shall maintain records of all apparatus testing and maintenance done in accordance with NFPA-1901 standards.

3.9 The Department shall maintain records of all tests and repairs for each section of fire hose in accordance with NFPA-1962 standards.

3.10 The Department shall maintain records of all testing, maintenance and repairs on all Protective Breathing Apparatus and all such testing, maintenance and repairs shall be conducted as prescribed by the manufacturer's recommendations.

3.11 The Department hereby assumes responsibility for, and hereby agrees to indemnify and hold the County harmless from any and all liability, claims or damages imposed on the County to the monetary limits provided for in Section 768.28, Florida Statutes, arising out of or in connection with the negligent acts, omissions, or misconduct of the Department and its agents or employees relating to the responsibilities of the Department and the services to be provided by the Department under this Agreement. Similarly, the County hereby assumes responsibility for, and hereby agrees to indemnify and hold the Department harmless from any and all liability, claims or damages imposed on the Department to the monetary limits provided for in Section 768.28, Florida Statutes, arising out of or in connection with the negligent acts, omissions, or

misconduct of the County and its agents or employees relating to the responsibilities of the County and the services to be provided by the County under this Agreement.

In addition, the Department shall maintain insurance coverage for general commercial liability, automobile liability and professional liability.

Article IV: Florida's Firefighter's Occupational Safety and Health Act

The Department and County shall adhere to the "Florida Firefighter's Occupational Safety and Health Act" and the rules promulgated thereunder by the Division of State Fire Marshal (Florida Statutes § 633.801-821 and Florida Administrative Code, 69A-62) by following the provisions stated hereunder.

4.1 The Department shall furnish and use safety devices and safeguards, adopt and use methods and processes reasonably adequate to render such an employment and place of employment safe. Specifically, the Department shall adhere to the recognized best practices as set forth by law or in the Standard Operating Guidelines as applicable.

4.2 The Department shall adhere to the Federal Occupational Safety and Health Standards provided for in 29 Code of Federal Regulations Section 1910.120, 1910.134, 1910.146, 1910.156, which set forth standard for Hazardous Waste Operations and Emergency Response; Respirator Protection; Entry into Permit Required Confined Spaces; and Fire Brigades, respectively.

4.3 The Department shall ensure that a Personal Alert Safety System (PASS) device is worn by a firefighter each time a Self-Contained Breathing Apparatus is required, and that the firefighters and the Department adhere Standards 1500, which specifically pertains to the use of the PASS and which is published by the National Fire Protection Association.

4.4 The Department shall meet the following minimum requirement as set forth in F.A.C.

69A-62.006, Requirement for Recognition as a Fire Department and 69A-62.007, Minimum Requirements for Class 9 Protection, including, but not limited to the following enumerated requirements.

- a) The Department shall strive to provide Fire Suppression and First Responder Services in County Commission District 4 at any time it is called; twenty four (24) hours a day, seven (7) days a week. The parties acknowledge that the Department is comprised of individuals who are otherwise employed, and that the Department may not have personnel available or be fully staffed at all times. The Department will use its best efforts to be adequately staffed, and able to respond at all times, consistent with the above-referenced sections of the Florida Administrative Code.
- b) The Department shall strive to enlist sufficient personnel to respond to such calls for Fire Suppression and First Responder Services as provided for in the Standards of Service set forth in Exhibit "B". The parties acknowledge that the Department is comprised of individuals who are otherwise employed, and that the Department may not have personnel available or be fully staffed at all times. To the extent that the Department is available to respond, but cannot respond to the Standards of Service set forth in Exhibit "B", the parties acknowledge and agree that some response is better than no response. To that end, the Department will send the available apparatus and personnel, even when that response does not meet the minimum requirements. The Department will use its best efforts to be adequately staffed, and able to respond at all times.

- c) The Department shall be organized pursuant to Florida law and shall have one person responsible for the operation of the department, which person is known as the Chief of the Department.
- d) The Department shall ensure that all personnel participate in no less than two hours training every two months. It is the Department's responsibility to ensure that documentation of all training is received by the County.
- e) The Department shall ensure that the Alarm notification system operates so that there is no delay in the receipt of alarms and the dispatch of the personnel or apparatus.
- f) The Department shall ensure that an fully operational fire truck with a permanently mounted pump capable of delivering 50 gpm or more at 150 psi, and a water tank with at least a 300 gallon capacity.
- g) The Department shall have, at a minimum, all the equipment and apparatus contained in the attached list attached hereto as Exhibit "C".

Article V: Failure to Perform

5.1 If either party fails to fulfill its obligation under this agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this agreement, then the other party shall give written notice to the party at default stating the failure or breach and providing a reasonable time period for correction of same. In the event the correction is not made within the allotted time, the other party shall have the right to terminate this agreement after giving written notice of intent to terminate at least seven (7) days prior to the termination date.

Termination of this agreement will result in the non-payment of any sums due the Department upon or subsequent to the termination date.

5.2 The term of this agreement shall be for the period October 1, 2008 through September 30, 2009. This agreement may be terminated without cause by either party on September 30 of any year, provided written notice to the other party of intent to terminate is given at least thirty (30) days prior to September 30th of the current fiscal year of the agreement.

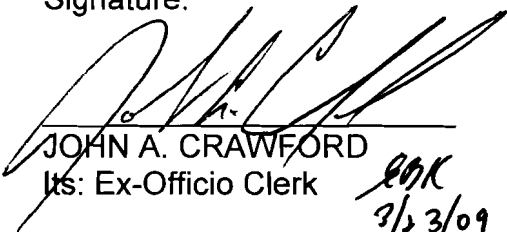
5.3 The performance of any and all provisions of this agreement by the County is expressly conditioned upon the availability of funds lawfully appropriated and budgeted to carry out the purpose of the agreement at a level that, in the County's sole discretion, permits the successful continuation of such purpose. In the event funds are unavailable as described herein, the obligations of the parties hereto may be terminated upon thirty (30) days written notice from the County. The County shall be the sole and final authority as to the availability of funds.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



BARRY V. HOLLOWAY
Its: Chairman

Attest as to Chairman's
Signature:

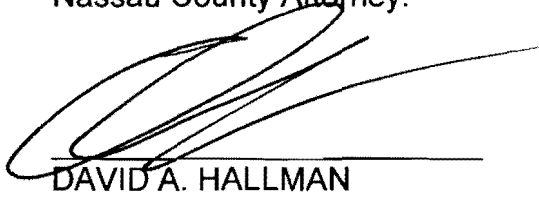


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

gmk
3/23/09

(SIGNATURES CONTINUE ON THE NEXT PAGE)

Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

TOWN OF HILLIARD




DAVID BUCHANAN
4ts: Mayor

ATTEST:



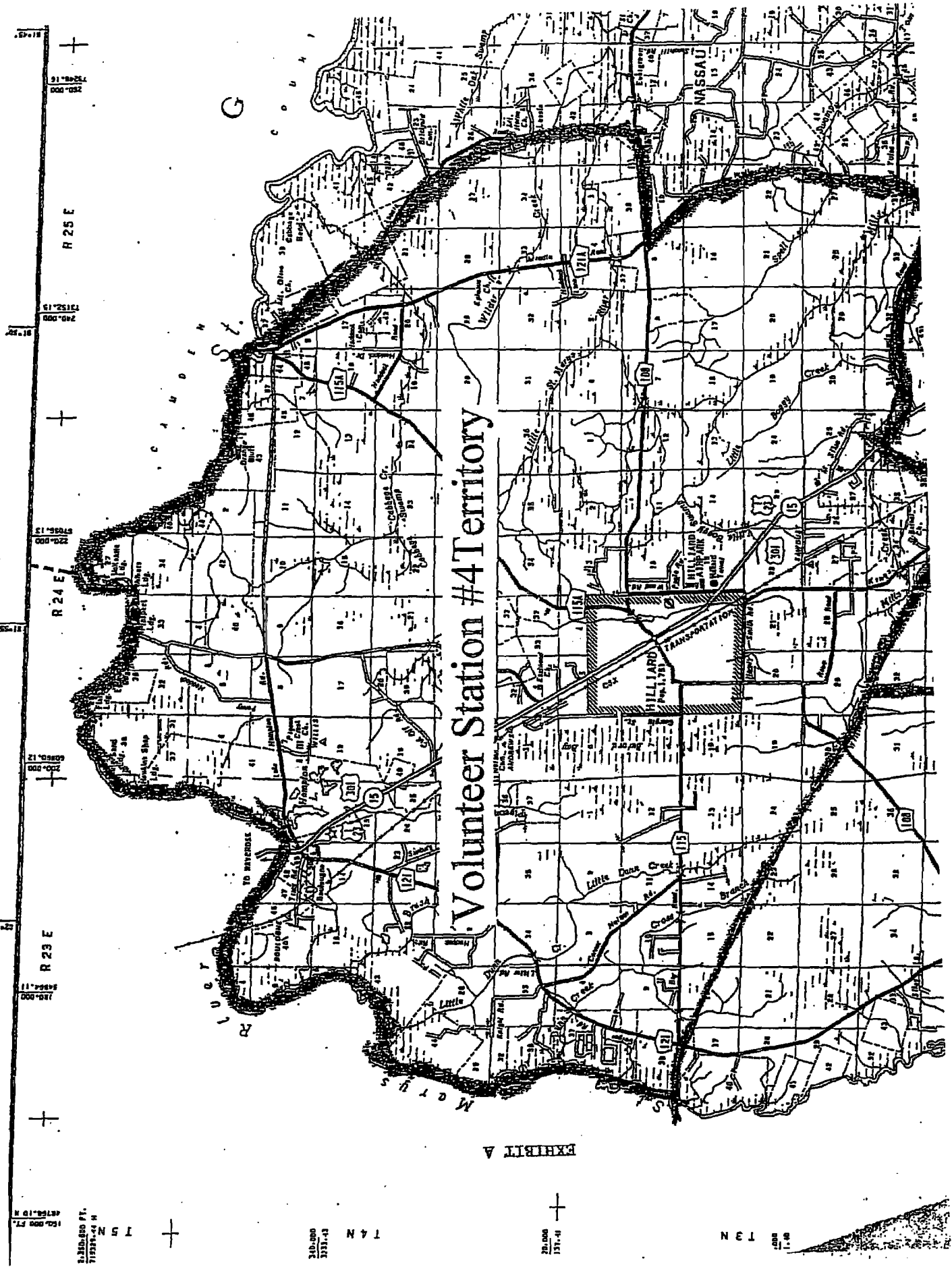
LISA PURVIS
Town Clerk

Approved as to form and legality by the
Town Attorney.



STEVEN M. FAHLGREN

EXHIBIT "A"



Volunteer Station #4 Territory

EXHIBIT A

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750,000
84500.11

R 24 E
820,000
92000.12

R 25 E
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74500.13

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NASSAU

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TRANSPORTATION CO.

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EXHIBIT "B"

STANDARDS OF SERVICE

Response time. The Department shall respond to all calls when notified by the dispatcher. Such response shall entail departure of the dispatched apparatus within five (5) minutes of the time dispatched, or the next nearest available station will be notified. All calls not responded to within ten (10) minutes from the time of dispatch with the specified apparatus and minimum staffing shall be considered delayed responses and substandard performance.

Initial Response to Fire Suppression. The Department shall respond with available Class "A" pumpers; or available Fire Service Water Tender, as applicable. The Department shall respond, as requested, to all reported structure fires and hazardous materials incidents with Minimum Apparatus Staffing. The total compliment of equipment and personnel will come from three (3) adjacent fire stations and one volunteer station from the district in which the incident occurs; and either a Class "A" Pumper or Fire Service Tanker, depending on the availability of hydrants, from the next two (2) nearest adjacent districts or stations; the Incident Commander shall come from Nassau County Fire/Rescue. Other fire emergencies will be responded to as dispatched by apparatus and Minimum Apparatus Staffing (Vehicle, brush, trash, forest fires etc.) . The Department shall strive to have the initial Class "A" Pumper arrive on the scene within twelve minutes of the time in route on all incidents in the district. Additionally, it shall be the goal (in combination with the adjacent departments) to be able to deliver 250 gallons of water per minute within five (5) minutes of arrival at the scene for two hours for fire suppression purposes in areas not served by central water and fire hydrants, as outlined in the ISO requirements.

Initial Response to Medical Emergencies. The Department shall respond with appropriate equipment and personnel to requests for rescue/emergency medical assistance as dispatched by Nassau County. Response apparatus must meet safety and equipment specifications developed by the Fire Rescue Department. Minimum qualifications for responding personnel shall be those listed in current Florida State Statute(s) and Florida Administrative Code. Personnel who respond to medical emergencies shall be current First Responder Certified and possess a current BLS CPR card

EXHIBIT "C"

FIRE STATION EQUIPMENT LIST

(FAC 69a-62.007)

1. At least two 150-foot lengths of $\frac{3}{4}$ or 1 inch fire department hose, 1 $\frac{1}{2}$ inch pre-connect hose, or the equivalent, each with a nozzle capable of discharging either a spray or a straight stream.
2. Two portable fire extinguishers suitable for use on Class A, B and C fires. The minimum size shall be 20 BC rating in dry chemical, 10 BC rating in Co₂, and 2A rating in water-type extinguishers.
3. One 12-foot ladder with folding hooks.
4. One 24-foot extension ladder.
5. One pick-head axe.
6. Two electric hand lights.
7. One pike pole.
8. One bolt cutter.
9. One claw tool.
10. One crowbar.
11. No less than 4 self contained breathing apparatus.
12. Sufficient protective clothing for structural firefighting for each fire fighter.