

**SERVICE AGREEMENT
FY 2003-2004**

This Agreement made and entered into this 10th day of May, 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 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 FEII 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 1-20 regarding the requirements for volunteer fire departments.

9. CALLAHAN shall keep a record (log) of each response. 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 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 I, Post Office Box 5016, Callahan, Florida 32011.

15. The COUNTY shall appropriate to CALLAHAN the amount of \$44,348 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. 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 CALLAHAN.

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


20. 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, 2003 through September 30, 2004. However, it may be terminated by either party within thirty (30) days after notice having been given by registered mail, once 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


FLOYD L. VANZANT
Its: Chairman

ATTEST:



J.M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:




MICHAEL S. MULLIN

TOWN OF CALLAHAN



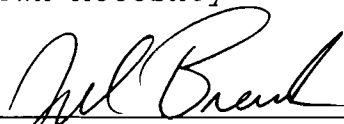
SHIRLEY GRAHAM
Its: Mayor

ATTEST:



CLEO HORNE
Town Clerk

Approved as to form by the
Town Attorney



JEB T. BRANHAM

AFFIDAVIT

I, James E. Sheffield, certify that our programs and facilities are in compliance with the Federal Americans with Disabilities Act and the Florida Accessibility Code.

James E. Sheffield
SIGNATURE
TITLE: Chief

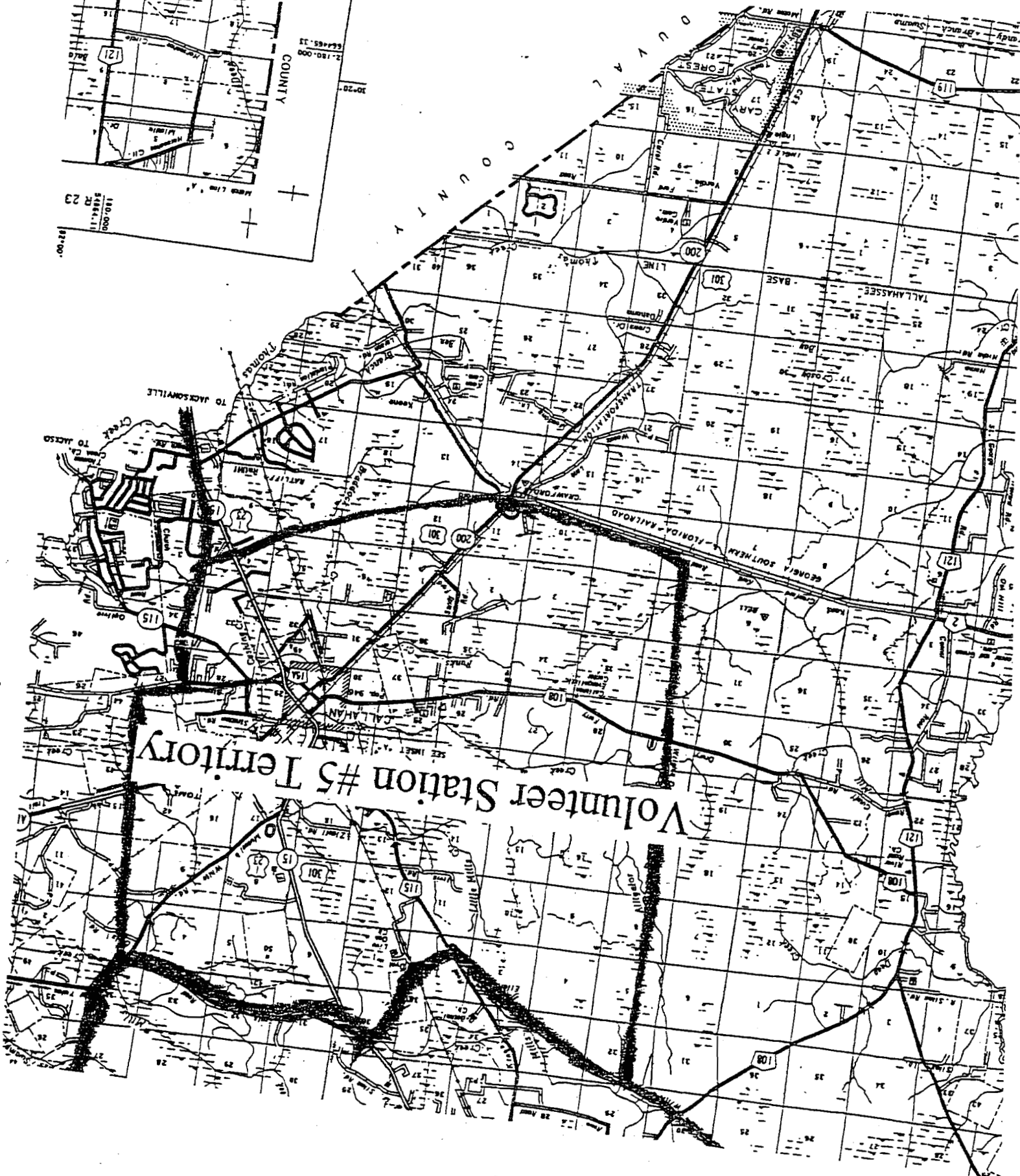
State of Florida
County of Nassau

The foregoing instrument was acknowledged before me this 10TH day of May, 2004, by James E. Sheffield as Fire Chief, of the Town of Callahan, who is personally known to me or who has produced Personally known as identification and who did take an oath.

Susan A. Mitchell
Susan A. Mitchell
Notary Public
State of Florida at Large
My Commission expires: August 22, 2007



Susan A. Mitchell
My Commission DD230226
Expires August 22, 2007



Jeb T. Branham
Attorney & Counselor

Admitted in Florida & Georgia

May 10, 2004

Michael Mullin
Nassau County Attorney
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Re: *Fire Service Contract, FY 2003-04*

Dear Mr. Mullin:

In response to your April 26, 2004 letter, enclosed is an executed copy of the Fire Services Contract for fiscal year 2003-04 that incorporates all of the changes that Chip Oxley asked for. Please have the contract executed on behalf of Nassau County, and send me a fully executed copy.

Additionally, it has come to my attention that Nassau County unilaterally suspended payment to Callahan for fire services without providing any notice of its intent to do so. According to our records Nassau County owes Callahan quarterly payments of \$11,087.00 from November 2003 and February 2004 and will owe another payment this month. During this time, Nassau County has knowingly accepted the benefit of fire services provided by Callahan. Callahan expects immediate payment of the past due sums and timely payment of the May 2004 installment.

To the extent Mr. Oxeley's office predicates its suspension of payments to Callahan on Callahan's non-delivery of an executed contract, to my knowledge, Mr. Oxeley's office did not provide a new contract to Callahan until January 12, 2004, over three months after the old agreement expired, and his office never responded to my telephone inquiries about making additional changes to the fire services agreement. It appears the County took no action regarding my request to discuss additional changes until after I spoke with the county administrator about the proposed changes in person on March 30, 2004.

While I appreciate your current attention to this matter, the County's unilateral suspension of payments without notice under these circumstances is in bad faith. In the future, I ask that the County provide advance notice of its intention to suspend payments under ongoing agreements pending mere execution of what amounts to a renewal contract, especially when the County delays delivery of its own proposed contract for two months after suspending payment.

Sincerely,



Jeb T. Branham

cc: Mayor Shirley Graham
JTB/jtb

APPROVED

DATE 5-12-04 JTB