

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Agreement between Seminole County and Volusia County for Automatic Aid for Fire Rescue Services in Lake Harney Fire District

DEPARTMENT: Public Safety

DIVISION: EMS Fire Rescue

AUTHORIZED BY: Tad Stone

CONTACT: Treeva Picklesimer

EXT: 5002

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Agreement between Seminole County and the County of Volusia regarding Automatic Aid/Closest Unit Response for Fire and Rescue Services in Lake Harney Fire District 37.

District 2 Michael McLean

Chief Leeanna Raw

BACKGROUND:

Volusia County is requesting an agreement for automatic first response for fire and EMS services in the Lake Harney and immediate surrounding Volusia County areas. The Volusia station that services the area is strictly staffed by volunteers. The purpose of the agreement is to provide more effective life and property saving services to the indicated area. It is anticipated that a maximum of 60 alarms per year would be incurred by Seminole County. The agreement includes a fixed fee for service to be paid by Volusia to Seminole on an annual basis of \$12,150.00.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Agreement between Seminole County and the County of Volusia regarding Automatic Aid/Closest Unit Response for Fire and Rescue Services in Lake Harney Fire District 37.

ATTACHMENTS:

1. Seminole/Volusia Agreement for Lake Harney Area
2. Map Lake Harney Area

Additionally Reviewed By:	
<input checked="" type="checkbox"/>	County Attorney Review (Ann Colby)
<input checked="" type="checkbox"/>	Revenue Review (Cecilia Monti, Lisa Spriggs)
<input checked="" type="checkbox"/>	Budget Review (Lisa Spriggs, Ryan Switzer)

**AGREEMENT BETWEEN
SEMINOLE COUNTY
AND
THE COUNTY OF VOLUSIA
REGARDING AUTOMATIC AID/CLOSEST UNIT RESPONSE FOR
FIRE AND RESCUE SERVICES
IN LAKE HARNEY FIRE DISTRICT 37**

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**AGREEMENT BETWEEN
SEMINOLE COUNTY
AND
THE COUNTY OF VOLUSIA
REGARDING AUTOMATIC AID/CLOSEST UNIT RESPONSE FOR
FIRE AND RESCUE SERVICES
IN LAKE HARNEY FIRE DISTRICT 37**

THIS AGREEMENT is entered into by and between Seminole County, a body corporate and politic and a political subdivision of the State of Florida, hereinafter referred to as Seminole, and the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida, hereinafter referred to as Volusia, pursuant to Chapters 125 and 163 of the Florida Statutes, (2007).

WITNESSETH

WHEREAS, each party presently maintains and operates fire and emergency service agencies which provide FIRE SUPPRESSION SERVICES and EMERGENCY MEDICAL SERVICES with associated equipment and personnel; and

WHEREAS, Volusia operates an all volunteer fire station (Lake Harney Fire Station 37) located in the Lake Harney Woods Subdivision which is supported by a small contingent of local volunteer personnel, who are not able to guarantee their availability to meet all the service demands of the SERVICE AREA; and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement to provide FIRE SUPPRESSION SERVICES and EMERGENCY MEDICAL SERVICES to the designated SERVICE AREA; and

WHEREAS, this Agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 125 and Chapter 163, Florida Statutes, and other applicable law; and

WHEREAS, Volusia is desirous of maintaining the high level of competent FIRE SUPPRESSION SERVICES and EMERGENCY MEDICAL SERVICES in conjunction and harmony with the respective policies of sound fiscal management; and

WHEREAS, Volusia and Seminole each sees benefit to having coordinated RESPONSE, depth of service, consistency of operations, and efficiency in providing said FIRE SUPPRESSION SERVICES and EMERGENCY MEDICAL SERVICES to the designated SERVICE AREA.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, Volusia and Seminole agree as follows:

ARTICLE 1 PURPOSE AND INTENT OF AGREEMENT

1.1 The purpose and intent of this Agreement is to provide a more effective and more efficient life and property saving service to the residents of SERVICE AREA NUMBER 1 as illustrated on the map located in Addendum "A". This shall be accomplished by aid and assistance by the parties in the provision of services for fire suppression, rescue, emergency medical services and other similar emergency services. The Agreement is not intended, and shall not be construed, to in any way deprive a party of its jurisdictional powers, nor is it the intention of the parties to

combine their individual agencies into a single agency or district to provide the services encompassed by this Agreement. This Agreement is consistent with Chapter 46, Section 46-92(b)(8) of the Volusia County Code of Ordinances.

ARTICLE 2 DEFINITIONS

2.1 Definitions set forth in Part III of Chapter 401, Florida Statutes and Article III of Chapter 46, Volusia County Code of Ordinances or any successors thereof are hereby incorporated by reference.

2.2 **AUTOMATIC AID** shall mean the automatic dispatching of and **RESPONSE** by an **EMERGENCY MEDICAL SERVICES UNIT** and/or **FIRE SUPPRESSION UNITS** to an emergency within an identified **SERVICE AREA** without the initiation of a mutual aid request.

2.3 **CALL** shall mean a request for assistance to a party to this Agreement via 911, seven digit telephone call, still alarm, visual alarm, or any other method.

2.4 **CLOSEST UNIT RESPONSE** shall mean the **EMERGENCY MEDICAL SERVICES** or **FIRE SUPPRESSION UNITS** closest to the location of a medical or fire emergency which respond to that emergency without regard to municipal or contract **SERVICE AREA** boundaries.

2.5 **EMERGENCY MEDICAL SERVICES** shall mean emergency rescue and patient non-transport services provided by an **EMERGENCY MEDICAL SERVICES UNIT** at the basic life support (BLS) level or higher.

2.6 **EMS** shall mean **EMERGENCY MEDICAL SERVICES**.

2.7 **EMS REPORT** shall mean reports of a patient rescue and/or treatment by an EMS unit.

2.8 EMERGENCY MEDICAL SERVICES UNIT shall mean one non-transport basic life support (BLS) RESPONSE unit as licensed by the State of Florida.

2.9 EMPLOYEE shall mean an EMPLOYEE of Volusia or Seminole who fills a full-time budgeted position within the organizational structure of Volusia or Seminole and volunteer FIREFIGHTERS of Volusia or Seminole as set forth in Section 768.28(9)(b), Florida Statutes (2003).

2.10 FIRE/ARSON INVESTIGATIVE SERVICES shall mean the investigation into the cause and origin of a fire.

2.11 FIREFIGHTER shall mean a member of Volusia County Fire Services or Seminole County Department of Public Safety who was hired or volunteers to serve as a FIREFIGHTER as such term is defined in Section 633.382(1)(b), Florida Statutes (2004).

2.12 FIRE PREVENTION PROGRAMS shall mean the development and delivery of public presentations to promote and/or educate the general public in fire safety or life safety behaviors.

2.13 FIRE REPORT shall mean a report by a FIRE SUPPRESSION SERVICES unit or by a member of a fire investigation team.

2.14 FIRE SAFETY INSPECTIONS shall mean the inspection or examination of a commercial or multi-family residential structures for the purpose of determining compliance with applicable fire and life safety codes.

2.15 FIRE SUPPRESSION SERVICES shall mean emergency fire extinguishment and abatement services and those other related services normally

provided by Volusia and Seminole fire-rescue departments by a FIRE SUPPRESSION UNIT.

2.16 FIRE SUPPRESSION UNIT shall mean one Class A pumper apparatus as defined in NFPA 1901, Standard for Automotive Fire Apparatus or other fire suppression apparatus capable of rendering fire suppression and Basic and/or Advanced Life Support.

2.17 INCIDENT shall mean an emergency at a defined location that has been reported to a Public Safety Answering Point (PSAP) whether reported by telephone (including cellular phone), radios, personal observation of an emergency service provider, or any other method to which a party to this Agreement provides a RESPONSE.

2.18 ISO RATING shall mean the rating issued by the Insurance Services Office.

2.20 LEVEL OF SERVICE shall mean comprehensive fire and EMS protection provided on a twenty-four (24) hour per day basis, three hundred sixty-five (365) days per year.

2.21 PERSONNEL COSTS shall mean EMPLOYEE wages and all associated fringe benefit costs including, but not limited to, costs related to insurance, FICA, pension, overtime, education, and longevity.

2.22 PRE-INCIDENT PLAN shall mean a written document resulting from gathering general and detailed information/data to be used by public emergency RESPONSE agencies and private industry for determining the RESPONSE to reasonable anticipated emergencies at a specific facility.

2.23 RESPONSE shall mean a party to this Agreement having a unit or units en route to an INCIDENT through the time the unit or units return to service after the INCIDENT.

2.24 LAKE HARNEY FIRE STATION 37 shall mean the fire station located upon real property owned by Volusia County, and situated in Volusia County, and more particularly described as:

A portion of lot 75, Lake Harney Woods, Phase Two, according to the plat thereof, as recorded in map book 40, pages 99 through 102, inclusive, of the public records of Volusia County, Florida, being more particularly described as follows: for a point of beginning, commence at the southwest corner of said lot 75, thence north 01°24'02" west, along the west line of said lot 75 for a distance of 350.01 feet; thence north 88°35'54" east, for a distance of 187.52 feet; thence south 46°23'31" east, for a distance of 114.90 feet to the east line of said lot 75, said point being the point of tangency of a curve to the northeast; thence along said east line on a plat bearing of south 43°36'15" west, for a plat distance of 380.00 feet, to the point of beginning. Containing 1.25 acres, more or less.

2.25 SERVICE AREA NUMBER 1 shall mean only the un-incorporated area of Volusia County within the area identified as such SERVICE AREA on the map attached as Addendum "A" and within which Seminole agrees to provide FIRE SUPPRESSION SERVICES and EMERGENCY MEDICAL SERVICES by AUTOMATIC AID and CLOSEST UNIT RESPONSE.

ARTICLE 3 SCOPE OF SERVICES

3.1 SERVICE AREA NUMBER 1

3.1.1 FIRE SUPPRESSION and EMERGENCY MEDICAL SERVICES CLOSEST UNIT FIRST RESPONSE and AUTOMATIC AID shall be provided to Volusia in SERVICE AREA NUMBER 1 by Seminole as described in sections 5 and 7 of this Agreement.

3.1.2 EMERGENCY MEDICAL SERVICES shall be provided to Volusia in accordance with Article III, Chapter 46, Volusia County Code of Ordinances, Florida Statutes, Chapter 401 or the successors thereof, and Florida Administrative Code 64E-2 EMERGENCY MEDICAL SERVICE shall include, at minimum, one EMERGENCY MEDICAL SERVICE UNIT.

3.1.3 Seminole shall provide to Volusia a LEVEL OF SERVICE that is at a standard corresponding to, and not less than, the LEVEL OF SERVICE provided by Volusia in the area described as SERVICE AREA NUMBER 1 immediately prior to the execution of this Agreement. Except as otherwise hereinafter specifically set forth, the LEVEL OF SERVICE shall encompass all those duties and functions of comprehensive fire and EMS protection of the type coming from within the jurisdiction of, and customarily rendered by Volusia County. The runcards established for the SERVICE AREA will identify appropriate apparatus assignments for each type of CALL in order to achieve the LEVEL OF SERVICE desired. However, not less than one BLS capable EMERGENCY MEDICAL UNIT will respond to medical-related CALLS and not less than one FIRE SUPPRESSION UNIT will respond to fire and other rescue CALLS. While it is desirable to have an ALS capable EMERGENCY MEDICAL UNIT as the first responding closest unit, if Seminole does not have an ALS capable EMERGENCY MEDICAL UNIT available at the time of the CALL, Seminole will relay such information to Volusia and Volusia will dispatch an ALS capable unit.

3.1.4 Seminole shall maintain statistical information for responses provided by Seminole within SERVICE AREA NUMBER 1 at all times during the term of this Agreement and shall provide Volusia with written reports as requested, but not

more frequently than, on a monthly basis regarding RESPONSE times, INCIDENT reports, number and types of CALLS, estimated dollar loss due to fire, ISO RATING information, staffing levels, and false alarm RESPONSE information. RESPONSE times for each INCIDENT shall be maintained which shall include but not be limited to the following: the time CALL received by the dispatch center; the time unit dispatched; time the unit begins RESPONSE; the time unit arrives on the scene; the time unit makes first patient contact, if applicable; and the time unit available for service.

3.1.5 FIRE REPORTS and EMS REPORTS shall be generated and maintained by both Volusia and Seminole for SERVICE AREA NUMBER 1. EMS reports completed by Seminole shall be compliant with the Minimum Data Set (MDS) established by the Florida Department of Health, Bureau of EMERGENCY MEDICAL SERVICES. Seminole shall make such reports available to Volusia for review at all times upon reasonable notice, subject to any and all Florida and/or Federal laws and/or regulations requiring confidentiality. Each party shall provide the other party with a copy of any such report upon reasonable notice, subject to any and all Florida and/or Federal laws and/or regulations requiring confidentiality.

3.2 PRE-INCIDENT PLANS

3.2.1 On the effective date of this Agreement, Volusia will provide to Seminole copies of PRE-INCIDENT PLANS for structures existing at the time this Agreement is executed. PRE-INCIDENT PLANS for any new building and any updates to existing PRE-INCIDENT PLANS within the SERVICE AREA shall be jointly completed, whenever possible, by Seminole and Volusia.

3.3 FIRE PREVENTION SERVICES

3.3.1 Each party will continue to provide FIRE SAFETY INSPECTIONS, FIRE PREVENTION PROGRAMS, and FIRE/ARSON INVESTIGATIVE SERVICES within that party's respective jurisdiction.

ARTICLE 4 MAINTENANCE OF ABILITY

4.1 Except as set forth in this Agreement, Seminole shall furnish to and maintain for the benefit of Volusia within SERVICE AREA NUMBER 1 without additional costs, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the LEVEL OF SERVICE to be rendered as CLOSEST UNIT FIRST RESPONSE and AUTOMATIC AID under this Agreement.

ARTICLE 5 CONCEPT OF OPERATIONS

5.1 Volusia and Seminole will provide FIRE SUPPRESSION SERVICES AND EMERGENCY MEDICAL SERVICES for SERVICE AREA NUMBER 1 as specified in this Article. The services provided by Seminole will consist of CLOSEST UNIT FIRST RESPONSE and/or AUTOMATIC AID FIRST RESPONSE (initial alarm) to emergencies within the SERVICE AREA. Volusia will dispatch appropriate units in accordance with the established runcards and alarm protocols for the type of emergency CALL to supplement the RESPONSE from Seminole. Second alarm (or higher) RESPONSES into the SERVICE AREA may originate from either Volusia, Seminole, or Brevard County fire stations as defined by the runcards that have been established for the SERVICE AREA. Units operating from Seminole may also provide second alarm (or

higher) RESPONSE to emergencies into municipalities and/or unincorporated areas of Volusia County as agreed to by the parties and other jurisdictions and as defined in other applicable MUTUAL AID or CLOSEST UNIT RESPONSE agreements.

5.2 Seminole will respond FIRE SUPPRESSION and/or EMS UNIT(s) through the provision for CLOSEST UNIT RESPONSE and/or AUTOMATIC AID into SERVICE AREA NUMBER 1 from Seminole County Fire Station 42, located on State Route 46 in Geneva. Seminole provides a minimum of Basic Life Support (BLS) and is licensed by the State of Florida to provide Advanced Life Support (ALS) emergency medical transport services. Seminole agrees to maintain, as a minimum, its BLS services at the Seminole County Fire Station 42.

5.3 Seminole shall provide EMERGENCY MEDICAL SERVICES at the Basic Life Support (BLS) or Advanced Life Support (ALS) levels to SERVICE AREA NUMBER 1 utilizing the EMS protocols adopted by Seminole County. Such protocols shall be reviewed and approved by the Volusia County EMS Medical Director prior to commencement of this AGREEMENT.

5.4 Volusia and Seminole agree to ensure that a copy of their respective medical protocols are provided to the other county's Medical Director within ten (10) calendar days of the date that the last party to this Agreement signs the Agreement. Prior to commencement of EMERGENCY MEDICAL SERVICE provision within the SERVICE AREA, the medical directors shall cooperatively work together to resolve any issues with their respective protocols such that they are mutually acceptable for use in the SERVICE AREA which is subject to this Agreement.

**ARTICLE 6
RESPONSIBILITIES REGARDING PERSONNEL,
EQUIPMENT, RESOURCES AND FACILITIES**

6.1 Volusia shall be "the employer" of all Volusia EMPLOYEES providing services under this Agreement and shall be responsible for the compensation, insurance benefits, pension benefits, collective bargaining relationship, training, discipline and any other status or right which such EMPLOYEE may have as an EMPLOYEE of Volusia. Additionally, Volusia shall remain responsible for all duty assignments, work and vacation scheduling, discipline of EMPLOYEES, and all other similarly related personnel matters relating to such EMPLOYEE. During the term of this Agreement, Volusia shall retain responsibility for the direction and supervision of such EMPLOYEE. Volusia and Seminole fire management personnel will meet and confer on operational efficiencies with a goal towards elimination of redundancies or overlapping services to residents in SERVICE AREA NUMBER 1 during this period. Volusia and Seminole management personnel will also meet and confer to expeditiously resolve any service issues, which may arise during the term of this Agreement. It is understood that on-site INCIDENT command will involve RESPONSE and directions by the INCIDENT Commander of the jurisdiction which is responsible for the delivery of services to the involved site.

6.2 Seminole shall be "the employer" of all Seminole EMPLOYEES providing services under this Agreement and shall be responsible for the compensation, insurance benefits, pension benefits, collective bargaining relationship, training, discipline and any other status or right which such EMPLOYEE may have as an EMPLOYEE of Seminole . Additionally, Seminole shall remain responsible for all duty

assignments, work and vacation scheduling, discipline of EMPLOYEES, and all other similarly related personnel matters relating to such EMPLOYEE. During the term of this Agreement, Seminole shall retain responsibility for the direction and supervision of such EMPLOYEE. Seminole and Volusia fire management personnel will meet and confer on operational efficiencies with a goal towards elimination of redundancies or overlapping services to residents in SERVICE AREA NUMBER 1 during this period. Seminole and Volusia management personnel will also meet and confer to expeditiously resolve any service issues, which may arise during the term of this Agreement. It is understood that on-site INCIDENT command will involve RESPONSE and directions by the INCIDENT Commander of the jurisdiction which is responsible for the delivery of services to the involved site.

6.3 Each party's EMPLOYEES shall remain an EMPLOYEE of that party regardless of that EMPLOYEE'S service or function pursuant to this Agreement, the effectiveness of the services provided to the public, and the impact to each respective agency.

6.4 Persons employed by a party for the performance of services and functions pursuant to this Agreement shall have no claim on the other party for pension, worker's compensation, unemployment compensation, civil service, or any other EMPLOYEE benefit, right or privilege granted by operation of law, or otherwise, to the officers and EMPLOYEES of the other party to this Agreement.

6.5 Each party agrees to furnish the necessary personnel, equipment, resources, and facilities in order to render services to the other party in accordance with the terms of this Agreement.

6.6 No agency, officer or EMPLOYEE of the parties to this Agreement shall perform any function or service outside the scope of duties of such agency, officer or EMPLOYEE in the respective primary jurisdiction of such agency, officers or EMPLOYEE.

6.7 Each party furnishing aid pursuant to this Agreement shall compensate its EMPLOYEES in accordance with that agency's policies and procedures during the time such aid is rendered and shall defray all associated EMPLOYEE costs while the EMPLOYEE is rendering aid.

6.8 All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers compensation and other benefits which apply to activity of the officers or EMPLOYEES of a party when performing their respective functions within the territorial boundaries of their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.

6.9 Except as herein otherwise provided, all liability for injury to personnel and for loss or damage of equipment shall be assumed by the party employing such personnel and owning such equipment.

6.10 Complaints by either party as to the quality of service and standards of performance requested of a party shall be reported by the complaining party to the Fire Chief of the party providing the service or taking the action from which the complaint arose.

6.11 Except as otherwise herein provided, each party shall bear all of its costs and expenses associated with or arising from this Agreement.

**ARTICLE 7
RESOURCES AND FACILITIES**

7.1 Each party agrees to furnish the necessary personnel, equipment, resources, and facilities in order to render services to the other party in accordance with the terms of this Agreement.

7.2 Each party furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation, maintenance and repair of that equipment.

7.3 Except as otherwise herein provided, each party shall bear all of its costs and expenses associated with or arising from this Agreement.

7.4 Except as herein otherwise provided, all liability for injury to personnel and for loss or damage of equipment shall be assumed by the party employing such personnel and owning such equipment.

**ARTICLE 8
FIRE RESCUE DISPATCHING SERVICES**

8.1 Using the mutually acceptable dispatch protocols referenced in this Article, Volusia shall continue to be dispatched by the Volusia County Sheriff's Office Fire and Emergency Medical Services Communications Center (SOFECC) or such other entity as Volusia designates, and Seminole shall continue to be dispatched by Seminole County's emergency services dispatch center or such other entity as Seminole designates.

8.2 Volusia uses but Seminole does not use the County of Volusia's 800 MHz radio communications systems. During a CLOSEST UNIT RESPONSE and/or AUTOMATIC AID RESPONSE under this Agreement, the following will occur:

8.2.1 When Volusia and Seminole respond to a CALL, they will be dispatched by their current processes and then change their mobile and/or portable radios to the appropriately designated common/mutual aid channel to facilitate their inter-operability.

8.2.2 Any requests for service in SERVICE AREA NUMBER 1 received by the Volusia 911 system shall go to the Public Safety Answering Point operated by the Volusia County Sheriff's Office Fire and Emergency Medical Services Communications Center for appropriate handling by fire/rescue dispatch. Such requests for emergency service will also be transferred to the Seminole County dispatch center to notify Seminole.

8.2.3 Any requests for service in SERVICE AREA NUMBER 1 received by the Seminole County 911 system shall go to the Public Safety Answering Point operated by Seminole County, which shall also notify Volusia's fire/rescue dispatch center of such CALL for appropriate handling.

8.3 Dispatch of Volusia units into SERVICE AREA NUMBER 1 shall be consistent with Volusia's dispatch and run card protocols that exist on the effective date of this Agreement unless changes are agreed upon by the respective Fire Chiefs. Dispatch of Seminole units into SERVICE AREA NUMBER 1 shall be consistent with Seminole's dispatch and run card protocols that exist on the effective date of this Agreement unless changes are agreed upon by the respective Fire Chiefs.

ARTICLE 9 CLOSEST UNIT RESPONSE AND AUTOMATIC AID

9.1 Volusia and Seminole agree to develop and implement protocols and procedures as necessary to carry out a CLOSEST UNIT RESPONSE and AUTOMATIC AID plan for SERVICE AREA NUMBER 1 as identified on the map, attached as Addendum "A".

9.2 The details of the CLOSEST UNIT RESPONSE and AUTOMATIC AID plan shall be:

9.2.1 Mutually agreed upon by Volusia and Seminole;

9.2.2 Subject to review upon the request of either party;

9.2.3 Consistent with Volusia and Seminole dispatch and run card protocols; and,

9.2.4 Incorporated into the CLOSEST UNIT RESPONSE and AUTOMATIC AID plan to be administered through the appropriate dispatch centers as set forth in Article 8.

9.3 The Fire Chiefs may mutually amend and/or revise the dispatch protocols so long as such amendment revision is in writing and executed by both Fire Chiefs. If the Fire Chiefs are unable to agree on the initial dispatch protocol or any amendment thereto, the dispute shall be referred for resolution to the Volusia County Manager and the Seminole County Manager or their respective designees.

9.4 Each party shall have the individual and joint duty to:

9.4.1 Develop and implement mutually agreed upon CLOSEST UNIT RESPONSE and AUTOMATIC AID procedures including the standard operating procedures for the agencies to respond to fire, medical, and other similar emergencies within the SERVICE AREA;

9.4.2 Provide reciprocal aid and assistance, either on a joint RESPONSE or AUTOMATIC AID basis, utilizing the available units nearest to the INCIDENT, within SERVICE AREA NUMBER 1;

9.4.3 Provide reciprocal aid and assistance during fire, medical, hazardous material and other similar emergencies in the event of an emergency resulting from natural phenomena, accidents, or otherwise and the emergency event exceeds the separate abilities of each to respond successfully without assistance;

and,

9.4.4 Provide EMERGENCY MEDICAL SERVICES at not less than non-transport Basic Life Support (BLS) level.

ARTICLE 10 FEES FOR SERVICE

10.1 Based upon historical data and CALL analysis of the Lake Harney Fire District 37, Seminole will incur an increase of approximately sixty (60) incidents per year by responding into SERVICE AREA NUMBER 1 under this Agreement. Subject to the provisions of this Agreement which may modify this amount, Volusia agrees to pay to Seminole a total of TWELVE THOUSAND, ONE HUNDRED AND FIFTY DOLLARS (\$12,150.00) as a fixed annual fee for AUTOMATIC AID and CLOSEST UNIT RESPONSE service into SERVICE AREA NUMBER 1.

10.2 Upon execution of this Agreement and commencing on October 1, 2008, Volusia shall pay the fixed annual fee to Seminole in equal quarterly installments which shall be due to Seminole by the fifteenth day of January, April, July, and October of

each applicable year of this Agreement. Seminole shall invoice Volusia for the payments due each quarter no later than the fifteenth day of December, March, June, and September, and Volusia shall pay the Seminole within thirty (30) days from receipt of an undisputed invoice.

10.3 The fixed annual fee for service identified Section 10.1 is based upon the Federal Emergency Management Agency's (FEMA) Reimbursement Model, with an hourly rate of ONE HUNDRED AND THIRTY-FIVE DOLLARS (\$135.00) PER HOUR, for personnel and equipment (three personnel @ \$25.00/hour each, and one ALS engine @ \$60/hour); each CALL averaging approximately ONE AND ONE HALF HOURS (1.5 hours); and the estimated sixty (60) CALLS annually that Seminole will provide RESPONSE into SERVICE AREA NUMBER 1.

10.4 Seminole and Volusia agree to monitor INCIDENT RESPONSE totals provided by each jurisdiction. Data will be utilized on an annual basis from October 1 through September 30 of the following year. In the event that the annual INCIDENT RESPONSE totals are above seventy (70) CALLS, the two respective Fire Chiefs shall meet and determine if there are acceptable ways to resolve the excess burden to Seminole. If that is not possible, the Fire Chiefs will assign a cost to the balance of INCIDENTS in excess of the seventy (70) CALLS based upon the FEMA Reimbursement Model, which is in existence at the time of reconciliation. The determination of the cost reimbursement amount will be completed within 120 days following the end of the previous fiscal year. In the event the two Fire Chiefs cannot resolve this issue the matter shall be referred to the respective Directors/Managers for resolution.

10.5 The cost of any INCIDENT imbalance as determined in accordance with 10.4 shall be paid by December 31 of the following calendar year. Payment shall be made in the form of a direct payment or as a credit against other financial obligations between Seminole and Volusia for fire and rescue services, as agreed by the respective Fire Chiefs.

10.6 All funds for payment by Volusia under this Agreement are subject to the availability of an annual appropriation for this purpose by Volusia. In the event of nonappropriation of funds by the County Council of Volusia County for the services provided under the Agreement, Volusia will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Seminole within ninety (90) days prior written notice, but failure to give such notice shall be of no effect and Volusia shall not be obligated under this Agreement beyond the date of termination under this paragraph related to nonappropriation funds.

ARTICLE 11 INDEMNIFICATION

11.1 Volusia agrees, to the extent permitted by law and subject to the limitations contained in Section 768.28 of the Florida Statutes (2007), to indemnify and hold the Seminole harmless from, and defend Seminole against; (i) any loss, liability, damage, expense or claim arising from or resulting from the intentional and/or negligent acts or the alleged intentional and/or negligent acts of officials, EMPLOYEES, its agents, or in connection with the performance of Volusia services enumerated within the

scope of this Agreement; and (ii) any other loss, liability, damage, expense or claim which may be incurred by or asserted against Seminole directly or indirectly resulting from the performance or failure to perform any duties, responsibilities or actions contemplated within the scope of this Agreement by any Volusia EMPLOYEE, agent, licensee, or invitee during the term of the Agreement. This provision is for the sole benefit of the parties hereto, and is not intended to grant indemnification, or any other, rights or interests to third parties.

11.2 Volusia does hereby agree and acknowledge that to the extent permitted by law it shall pay, when due and upon the exhaustion of available legal remedies, any judgments or claims for damages, penalties or otherwise against Seminole, and shall assume the burden and expense of defending all suits, administrative proceedings and resolutions of any description with all persons, corporate entities, political subdivisions or governmental agencies arising out of any claims of loss, liability, damage, expense or claim, including attorney's fees or costs which may be incurred by or asserted against Seminole, directly or indirectly, resulting from services provided by Volusia pursuant to this Agreement.

11.3 This obligation of indemnity provided to Seminole by Volusia under the terms of this Agreement shall commence on the effective date of this Agreement and shall survive the termination of this Agreement.

11.4 Nothing contained in this Article shall be deemed to require Volusia to defend or indemnify Seminole against any claim or lawsuit which is based in whole or in part on any intentional or negligent act by any Seminole official, agent, or EMPLOYEE; nor shall this Article be construed to require Volusia to pay on behalf of Seminole any

portion of any judgment which assesses damages against Seminole for any intentional or negligent act by any Seminole official, agent or EMPLOYEE.

11.5 Seminole agrees, to the extent permitted by law and subject to the limitations contained in Section 768.28 of the Florida Statutes (2007), to indemnify and hold Volusia harmless from, and defend Volusia against; (i) any loss, liability, damage, expense or claim arising from or resulting from the intentional and/or negligent acts or the alleged intentional and/or negligent acts of Seminole officials, EMPLOYEES, its agents, or in connection with the performance of Seminole services enumerated within the scope of this Agreement; and (ii) any other loss, liability, damage, expense or claim which may be incurred by or asserted against Volusia directly or indirectly resulting from the performance or failure to perform any duties, responsibilities or actions contemplated within the scope of this Agreement by any Seminole EMPLOYEE, agent, licensee, or invitee during the term of the Agreement. This provision is for the sole benefit of the parties hereto, and is not intended to grant indemnification, or any other, rights or interests to third parties.

11.6 Seminole does hereby agree and acknowledge that to the extent permitted by law it shall pay, when due and upon the exhaustion of available legal remedies, any judgments or claims for damages, penalties or otherwise against Volusia, and shall assume the burden and expense of defending all suits, administrative proceedings and resolutions of any description with all persons, corporate entities, political subdivisions or governmental agencies arising out of any claims of loss, liability, damage, expense or claim, including attorney's fees or costs which may be incurred by or asserted against Volusia, directly or indirectly, resulting from services provided by Seminole pursuant to

this Agreement.

11.7 This obligation of indemnity provided to Volusia by Seminole under the terms of this Agreement shall commence on the effective date of this Agreement and shall survive the termination of this Agreement.

11.8 Nothing contained in this Article shall be deemed to require Seminole to defend or indemnify Volusia against any claim or lawsuit which is based in whole or in part on any intentional or negligent act by any Volusia official, agent, or EMPLOYEE; nor shall this Article be construed to require Seminole to pay on behalf of Volusia any portion of any judgment which assesses damages against Volusia for any intentional or negligent act by any Volusia official, agent or EMPLOYEE.

11.9 Neither officials nor EMPLOYEES of Seminole nor officials or EMPLOYEES of Volusia shall be deemed to be the agent, representative, or EMPLOYEE of the other party relative to the respective duties or activities performed by them pursuant to and in furtherance of this Agreement.

11.10 Each party to this Agreement expressly retains all rights, benefits, and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of any party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may

arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ARTICLE 12 TERM OF AGREEMENT

12.1 This Agreement shall remain in full force and effect for a period commencing on January 1, 2009, (the effective date) and ending September 30, 2009, all dates inclusive, unless this Agreement is otherwise extended or terminated in accordance with the terms hereof. Seminole shall commence its services to SERVICE AREA NUMBER 1 no later than the 1st day of January, 2009.

12.2 The Agreement shall be extended automatically each October 1 commencing in 2009, unless written notice is provided by either party at least one hundred eighty (180) days in advance of September 30 of the applicable Agreement year or unless this Agreement is otherwise terminated in accordance with the terms hereof.

ARTICLE 13 TERMINATION OF AGREEMENT

13.1 Volusia does hereby acknowledge that Seminole is entering into this Agreement in full reliance upon Volusia's fulfillment of the obligations herein imposed for the full term contemplated herein. Seminole also acknowledges that Volusia is entering into this Agreement in full reliance upon Seminole's fulfillment of the obligations herein imposed for the full term contemplated herein. However, Volusia and Seminole realize

that unforeseen events may occur that may cause one of the other parties or both to seek termination of this Agreement in a manner consistent with the terms described below:

13.2 In its sole discretion, Seminole may terminate this Agreement, for any reason what so ever, by giving written notice thereof to Volusia, as provided in Section 14.1 herein.

13.3 In its sole discretion, Volusia may terminate this Agreement, for any reason what so ever, by giving written notice thereof to Seminole, as provided in Section 14.1 herein.

13.4 In the event of such termination, Seminole shall render such aid, coordination and cooperation to Volusia as may be required for an expeditious and efficient termination of service, including the transfer of responsibility back to Volusia.

13.5 In the event of such termination, each party shall render such aid, coordination, and cooperation to the other as may be required for an expeditious and efficient termination of service.

13.6 In the event of termination or expiration of this Agreement, Volusia and Seminole shall cooperate in good faith to effectuate a smooth and harmonious transition, and to maintain during such period of transition the same high quality of Fire and Emergency Medical protection otherwise afforded to the residents of Volusia and Seminole pursuant to the terms hereof.

13.7 In the event of such termination or expiration and in the event that, on the actual date that such transfer of services is to take place, either Seminole or Volusia is unable to provide the same LEVEL OF SERVICE of FIRE SUPPRESSION SERVICES

and EMERGENCY MEDICAL SERVICES as provided for in this Agreement, then this Agreement shall be deemed automatically extended until both parties are capable of rendering such services. Any extension exercised pursuant to this section shall not exceed twelve (12) months from the date of the start of the extension.

ARTICLE 14 NOTICES

14.1 All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be by certified mail return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

If to VOLUSIA: County Manager
Thomas C. Kelly Administration Center
123 West Indiana Avenue
DeLand, FL 32720-4612

With a copy to: Public Protection Director
125 West New York Avenue
DeLand, FL 32720-4515

If to SEMINOLE: County Manager
1101 E. 1st Street
Sanford , FL 32773

With a copy to: Public Safety Director
150 Bush Boulevard
Sanford , FL 32773

Notice of Termination shall also be sent to:

EMS Director
County of Volusia
125 West New York Avenue
DeLand, FL 32720-4515

Medical Director
Seminole County
150 Bush Boulevard
Sanford, FL 32773

ARTICLE 15 ENTIRE AGREEMENT

15.1 Unless otherwise amended in accordance with Article 16 hereof, this Agreement sets forth the final, complete and exclusive Agreement and understanding between Volusia and Seminole relating to the subject matter hereof and supersedes all proposals, understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof.

15.2 This Agreement shall be in addition to the current Mutual Aid Agreement between the parties and shall supercede the Mutual Aid Agreement only to the extent that is in conflict therewith.

15.3 Except as set forth in this Agreement, nothing in this Agreement supersedes or interferes with any other contract or agreement Volusia or Seminole may have entered into heretofore with any other entities. No contractual agreements hereafter entered into by Volusia or Seminole shall supersede or interfere with any of the obligations and responsibilities of the parties under this Agreement.

ARTICLE 16 AMENDMENTS

16.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Agreement of the parties with respect hereof.

No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

**ARTICLE 17
BINDING EFFECT**

17.1 This Agreement shall inure to the benefit of and be binding upon respective parties' successors.

**ARTICLE 18
GOVERNING LAW**

18.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each party to this Agreement expressly retains all rights, benefits, and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of either party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**ARTICLE 19
VENUE**

19.1 The venue for any litigation between the parties arising under this

Agreement shall be in Volusia County, Florida, unless the litigation is only cognizable in federal court and venue shall then be in the United States District Court, Middle District of Florida in Orlando, Florida.

ARTICLE 20 CONSTRUCTION OF TERMS

20.1 This Agreement has been negotiated by the parties and their respective counsel. This Agreement will be fairly interpreted in accordance with its terms. Any ambiguity will not be construed against the drafting party.

20.2 The paragraph and/or article headings/titles used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.3 Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

ARTICLE 21 JOINT PREPARATION

21.1 This Agreement has been negotiated by the parties and their respective counsel. This Agreement will be fairly interpreted in accordance with its terms. Any ambiguity will not be construed against the drafting party.

ARTICLE 22 SEVERABILITY

22.1 If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

**ARTICLE 23
SURVIVAL OF PROVISIONS**

23.1 All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement including but not limited to Article 9 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective representative to execute this instrument on their behalf, at the times set forth below.

Seminole County, Florida

By: _____

Dated: _____

ATTEST:

Auditor and Clerk

Approved as to Form and Correctness:

Seminole County Attorney

County of Volusia, Florida

By: _____

Frank T. Bruno, Jr.
County Chair

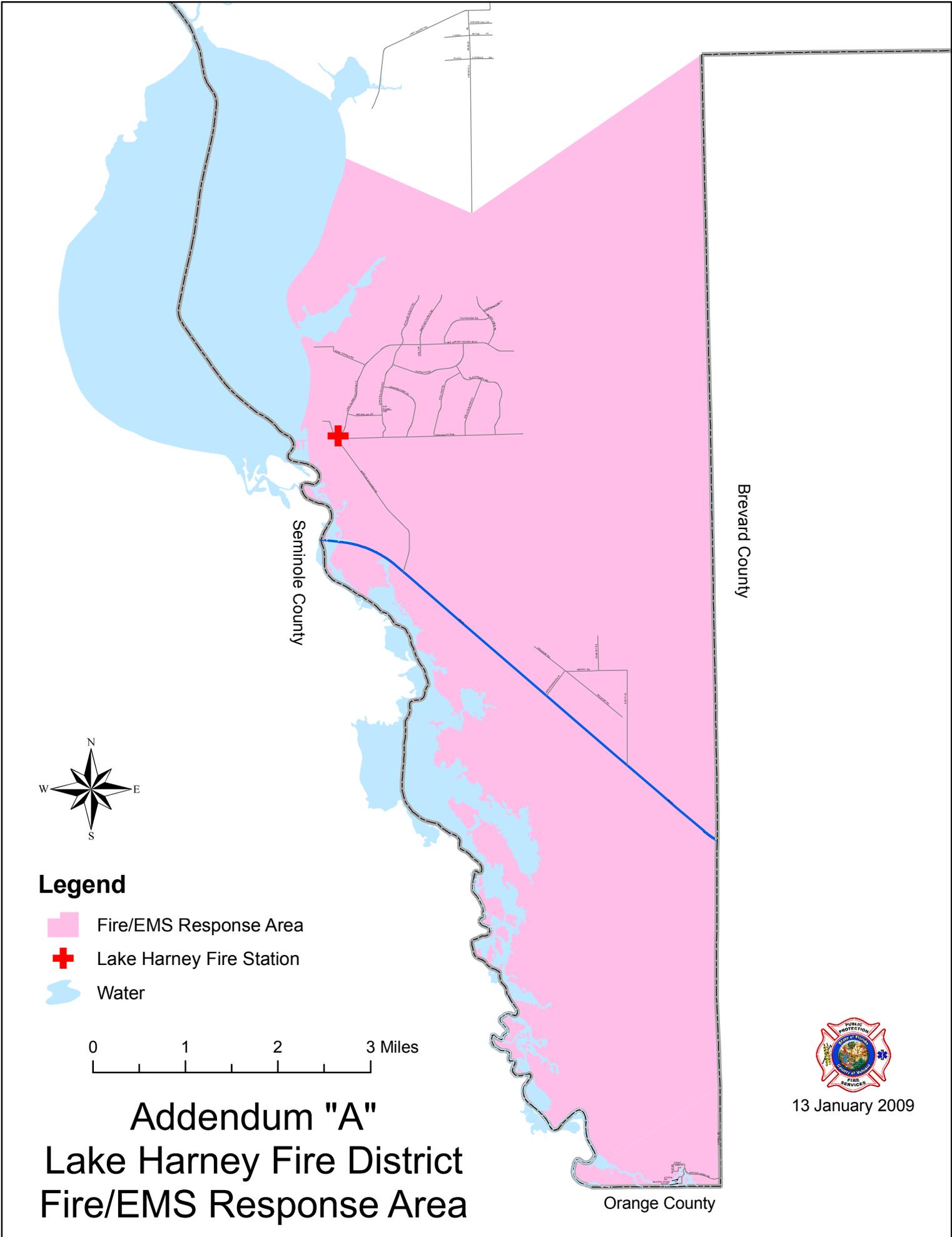
Dated: _____

ATTEST:

Volusia County Manager/Clerk

Approved as to Form and Correctness:

Volusia County Attorney



Legend

-  Fire/EMS Response Area
-  Lake Harney Fire Station
-  Water

0 1 2 3 Miles

Addendum "A"
Lake Harney Fire District
Fire/EMS Response Area


13 January 2009