

Memorandum

To: Honorable Mayor and City Council Members
From: Herbert Hoffman Jr., Fire Chief *HHJ*
Date: August 5, 2008
Subject: Closest Unit Response Agreement

AUG 05 2008

BY: *ABX* 2:00 PM

Strategic Plan Tracking NO: 06-G4-PA-1.

PURPOSE

To approve the current Closest Unit Response Agreement (C.U.R.) between the City of Orange City and the County of Volusia for Emergency Medical Service dated 7/30/08.

BACKGROUND

On Thursday, July 24, 2008 Volusia County and Orange City Managers, Attorneys, and Staff met to negotiate a final issue with the proposed C.U.R. dated June 9, 2008. This meeting was prolific and changes were suggested that accommodated both parties. A change has been made to Article 11, Termination of Agreement that ensures that the City of Orange City will continue to be reimbursed for responses into Volusia County areas under the C.U.R. in the event that Volusia County should withdraw from the agreement.

RECOMMENDATION

It is my recommendation that the Mayor and City Council approve the proposed C.U.R. agreement between Volusia County and the City of Orange City dated 7/30/08 so that we may obtain our C.O.P.C.N. to provide Advanced Life Support (A.L.S.) to our Residents and visitors.

RESOLUTION NO. 491-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ORANGE CITY AND THE COUNTY OF VOLUSIA, FOR EMERGENCY MEDICAL SERVICES; AUTHORIZING EXECUTION BY THE CITY MANAGER; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Orange City and Volusia County have negotiated an agreement for Closest Unit/Automatic Aid Responses for Emergency Medical Services, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City of Orange City and Volusia County presently maintain and operate fire and emergency service agencies providing emergency medical services (EMS) with associated equipment and personnel; and

WHEREAS, the City of Orange City has applied for a Certificate of Public Convenience and Necessity (COPCN) for the provision of Advanced Life Support (ALS), EMS services to its citizens in Orange City, Florida; and

WHEREAS, Volusia County is delegated the responsibility from the State of Florida to provide all COPCNs in Volusia County and has enacted Ordinance No. 2003-14 which requires the City of Orange City and Volusia County to enter into negotiations for the execution of a Closest Unit Response Agreement between the parties; and

WHEREAS, upon full execution of the attached Interlocal Agreement, Volusia County will issue a COPCN to the City of Orange City for ALS/EMS; and

WHEREAS, the City Council of the City of Orange City finds that the interlocal agreement attached hereto is for the benefit of the general public, is authorized by and entered into pursuant to Chapters 125 and 163, Florida Statutes, and benefits the citizens of the City of Orange City; and

WHEREAS, the City of Orange City further sees the benefit to its residents by execution of this interlocal agreement and by the coordinated response, depth of service, consistency of operations, and efficiency in providing emergency medical services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA:

SECTION 1. The City Council of the City of Orange City hereby approves the terms and conditions of the interlocal agreement between the City of Orange City and the County of Volusia for emergency medical services, as that is attached hereto as Exhibit "A", and by this reference incorporated herein.

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager is hereby authorized to execute the interlocal agreement as depicted in Exhibit "A" upon finalization of said document by Volusia County.

SECTION 3: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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SECTION 4. CONFLICTS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution becomes effective immediately upon its adoption.

ROLL CALL VOTE AS FOLLOWS (Resolution No. 491-08):

Tom Laputka	_____	Donald Sherrill	_____
Tom Abraham	_____	Donald Sandford	_____
Jeff Allebach, Vice Mayor	_____	Jim Mahoney	_____
Harley Strickland , Mayor	_____		

ADOPTED THIS _____ DAY OF _____, 2008.

ATTEST:

AUTHENTICATED:

Deborah J. Renner, CMC, City Clerk

Harley Strickland, Mayor

Approved as to form and legal sufficiency:

W. E. Reischmann, City Attorney

AGREEMENT BETWEEN

CITY OF ORANGE CITY

AND

THE COUNTY OF VOLUSIA

FOR EMERGENCY MEDICAL SERVICES

07/30/08

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**AGREEMENT BETWEEN THE CITY OF ORANGE CITY AND THE COUNTY
OF VOLUSIA FOR CLOSEST UNIT/AUTOMATIC AID RESPONSES FOR
EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT is entered into by and between the CITY OF ORANGE CITY, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY", and the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", 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 EMERGENCY MEDICAL SERVICES (EMS) with associated equipment and personnel; and

WHEREAS, the parties hereto recognize and agree that in order for the CITY to maintain its Advanced Life Support (ALS), EMS Services, County Ordinance No. 2003-14 requires the execution of a Closest Unit Response (CUR) Agreement between the parties, and EMERGENCY MEDICAL SERVICES will be provided in designated service areas served by either the CITY and/or COUNTY Fire Stations; 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, this agreement will demonstrate a desire on the part of both parties to explore the feasibility of regional approach for a more comprehensive system of providing necessary Fire and EMERGENCY MEDICAL SERVICES to the residents and visitors of southwest Volusia County; and

WHEREAS, the CITY and the COUNTY have heretofore maintained a high level of Fire and EMERGENCY MEDICAL SERVICES protection for the benefit of its residents thereof; and

WHEREAS, the CITY and the COUNTY are desirous of maintaining the high level of competent EMERGENCY MEDICAL SERVICES in conjunction and harmony with its policies of sound fiscal management, and

WHEREAS, the CITY and the COUNTY both see the benefit to its residents in coordinated RESPONSE, depth of service, consistency of operations, and efficiency in providing said EMERGENCY MEDICAL SERVICES.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and the COUNTY 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 saving service to the residents of SERVICE AREA NUMBER 1 and SERVICE AREA NUMBER 2, and to comply with the COUNTY OF VOLUSIA mandate for the CLOSEST UNIT RESPONSE for EMERGENCY MEDICAL SERVICES delivery under Chapter 46, Volusia County

Code of Ordinances. This shall be accomplished by aid and assistance by the parties in the provision of EMERGENCY MEDICAL SERVICES in the event of a disaster which exceeds the parties separate abilities to respond successfully without such reciprocal aid and assistance. 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 to a medical-related 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 digits CALL, still alarm, visual alarm, or any other method.

2.4 CLOSEST UNIT RESPONSE shall mean the EMERGENCY MEDICAL SERVICES UNIT closest to the location of a medical-related emergency which responds to that emergency without regard to municipal,

unincorporated, or contract service area boundaries.

2.5 EMERGENCY MEDICAL SERVICES shall mean emergency rescue and patient non-transport services and/or health care for patients with real or perceived emergencies provided by an EMERGENCY MEDICAL SERVICES UNIT at the Advanced Life Support (ALS) level.

2.6 EMS shall mean EMERGENCY MEDICAL SERVICES.

2.7 EMS REPORT shall mean reports of patient services and/or treatment provided by an EMS unit.

2.8 EMERGENCY MEDICAL SERVICES UNIT shall mean one non-transport Advanced Life Support (ALS) RESPONSE unit as licensed by the State of Florida and staffed with a minimum of one state-certified Emergency Medical Technician and one state-certified Paramedic employee.

2.9 EMPLOYEE shall mean an EMPLOYEE of the CITY or of the COUNTY, who fills a full-time or part-time budgeted position, or is an appropriately EMS-certified volunteer who fills a recognized position within the organizational structure of the CITY or the COUNTY.

2.10 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 telephone), radios, personal observation of an emergency service provider, or any other method to which a Party to this Agreement provides a RESPONSE.

2.11 LEVEL OF SERVICE shall mean comprehensive ALS/EMS protection provided on a twenty-four (24) hour per day basis, three hundred sixty-

five (365) days per year.

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

2.13 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.

2.14 RESPONSE MAP shall mean the CLOSEST UNIT RESPONSE/ AUTOMATIC AID (for EMS) Response Area Map attached hereto as Addendum "A".

2.15 SERVICE AREA NUMBER 1, as indicated in the RESPONSE MAP found in Addendum "A", shall mean only the unincorporated area within which the CITY agrees to provide Emergency Medical Services and within which the COUNTY agrees to provide AUTOMATIC AID and CLOSEST UNIT RESPONSE.

2.16. SERVICE AREA NUMBER 2, as indicated on Addendum "A", shall mean only the incorporated area of the CITY within which the COUNTY agrees to provide EMERGENCY MEDICAL SERVICES and within which the CITY agrees to provide AUTOMATIC AID and CLOSEST UNIT RESPONSE.

ARTICLE 3

SCOPE OF SERVICES

3.1 SERVICE AREA NUMBER 1

3.1.1 EMERGENCY MEDICAL SERVICES shall be maintained by the

CITY and provided to the COUNTY in accordance with Florida Statutes, Chapter 401, County Code Chapter 46, and Florida Administrative Code 64E-2, and shall include, at minimum, one EMERGENCY MEDICAL SERVICE UNIT licensed as a non-transport ALS unit to be stationed and operated from a fire-rescue station, staffed and operated by the CITY.

3.1.2 The CITY shall provide to the COUNTY a LEVEL OF SERVICE that is at a standard corresponding to, and not less than, the LEVEL OF SERVICE provided by the County's Fire Services Division 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 EMS protection of the type coming within the jurisdiction of, and customarily rendered by, the County's Fire Services Division and the Orange City Fire Department (for EMS). If at any time that a call for service is received and the City's closest EMS unit is unavailable, or is otherwise out of position and deemed not to be the closest unit, the CALL for service will revert back to the COUNTY for proper handling and dispatch of the next closest unit.

3.1.3 The CITY shall maintain statistical information at all times during the term of this Agreement and shall provide the COUNTY with written reports on a monthly basis regarding RESPONSE times, INCIDENT reports, number and types of CALLS, 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; time the unit was dispatched; time the unit begins response; time the unit arrives

on the scene; time the unit makes first patient contact; time of patient care transfer to transport unit (if applicable), and the time the unit is available for service.

3.1.4 EMS REPORTS shall be generated and maintained by the CITY and COUNTY both for SERVICE AREA NUMBER 1 and such reports shall be compliant with the Minimum Data Set (MDS) established by the County Division of Emergency Medical Services. The CITY shall make such reports available to the COUNTY for review and/or reproduction at all times upon reasonable notice subject to any and all Florida and/or Federal laws and/or regulations requiring confidentiality.

3.1.5 The CITY Manager and the Fire Chief of the COUNTY Fire Services Division, or their designees, shall have the responsibility to: (1) coordinate assignments to ensure that reasonable company distribution remains both in the CITY and in the COUNTY that provides aid to the other under this Agreement; (2) establish dispatch and run card protocols regarding emergency medical response; (3) utilize a common Incident Command System; (4) develop any other procedures that provide for enhanced services or efficiencies to provide for a rapid and seamless EMS system; and (5) records management.

3.2 SERVICE AREA NUMBER 2

3.2.1 EMERGENCY MEDICAL SERVICES shall be maintained by the COUNTY and provided to the CITY within Service Area 2 in accordance with Florida Statutes, Chapter 401, County Code Chapter 46, and Florida

Administrative Code 64E-2, and shall include, at minimum, one EMERGENCY MEDICAL SERVICE UNIT licensed as a non-transport ALS unit to be stationed and operated from a COUNTY fire-rescue station, staffed and operated by the COUNTY.

3.2.2 The COUNTY shall provide to the CITY a LEVEL OF SERVICE that is at a standard corresponding to, and not less than, the LEVEL OF SERVICE provided by the City's Fire Department 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 EMS protection of the type coming within the jurisdiction of, and customarily rendered by, the County's Fire Services Division and Orange City Fire Department (for EMS). If at any time that a CALL for service is received and the County's closest EMS unit is unavailable or otherwise out of position and deemed not to be the closest unit, the call for service will revert back to the CITY for proper handling and dispatch of the next closest unit.

3.2.3 The COUNTY shall maintain statistical information at all times during the term of this Agreement and shall provide the CITY with written reports on a quarterly basis regarding RESPONSE times, INCIDENT reports, number and types of CALLS, 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; time the unit was dispatched; time the unit begins response; time the unit arrives on the scene; time the unit makes first patient contact; time of patient care

transfer to transport unit (if applicable), and the time unit is available for service.

3.2.4 EMS REPORTS shall be generated and maintained by the COUNTY and CITY both for SERVICE AREA NUMBER 2 and such reports shall be compliant with the Minimum Data Set (MDS) established by the County Division of Emergency Medical Services. The COUNTY shall make such reports available to the CITY for review and/or reproduction at all times upon reasonable notice subject to any and all Florida and/or Federal laws and/or regulations requiring confidentiality.

3.2.5 The Fire Chief of the COUNTY Fire Services Division and the CITY Manager, or their designees, shall have the responsibility to: (1) coordinate assignments to ensure that reasonable company distribution remains in the CITY and COUNTY that provides aid to the other under this Agreement; (2) establish dispatch and run card protocols regarding emergency medical response; (3) utilize a common Incident Command System; (4) develop any other procedures that provide for enhanced services or efficiencies to provide for a rapid and seamless Fire Rescue System; and (5) records management.

ARTICLE 4

MAINTENANCE OF ABILITY

4.1 Except as set forth in this Agreement, the CITY and the COUNTY shall furnish to, and maintain for the benefit of, the COUNTY and the CITY within SERVICE AREA NUMBER 1 and SERVICE AREA NUMBER 2, 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 hereunder.

ARTICLE 5

RESPONSIBILITIES REGARDING PERSONNEL, EQUIPMENT, RESOURCES AND FACILITIES

5.1 The CITY shall be "the employer" of all of Orange City 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 the CITY. Additionally, the CITY 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, the CITY shall retain responsibility for the direction and supervision of such EMPLOYEE. CITY and COUNTY fire management personnel will meet and confer on operation efficiencies with a goal towards elimination of redundancies or overlapping services to residents in SERVICE AREA NUMBER 1 and SERVICE AREA NUMBER 2 during this period. The CITY and COUNTY 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.

If the CITY responds into SERVICE AREA NUMBER 1, the COUNTY may in its sole discretion assume command of any INCIDENT within SERVICE AREA NUMBER 1.

5.2 The COUNTY shall be "the employer" of all County of 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 the COUNTY. Additionally, the COUNTY 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, the COUNTY shall retain responsibility for the direction and supervision of such EMPLOYEE. COUNTY and CITY fire management personnel will meet and confer on operation efficiencies with a goal towards elimination of redundancies or overlapping services to residents in SERVICE AREA NUMBER 1 and SERVICE AREA NUMBER 2 during this period. The COUNTY and CITY 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. If the COUNTY responds into SERVICE AREA NUMBER 2, the CITY may in its sole discretion assume command of any INCIDENT within SERVICE AREA NUMBER 2.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 Each party furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray all associated employee cost while the employee is rendering aid.

5.9 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.

5.10 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.

5.11 Complaints by either Party or complaints received by either Party as to the quality of service and standards of performance requested of a party shall be reported by the complaining/receiving party to the City Manager or to the Fire Chief of the County Fire Services Division, or their designees, of the party providing the service or taking the action from which the complaint arose.

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

ARTICLE 6

DISPATCHING SERVICES

6.1 Using the mutually acceptable dispatch and run card protocols referenced in this Article, the CITY shall continue to be dispatched by the Deltona Communications Center or such other entity as the CITY designates and the COUNTY shall continue to be dispatched by the Volusia County Sheriff's Office

Fire and EMS Communications Center or such other entity as the COUNTY designates.

6.2 Both the CITY and the COUNTY use the County of Volusia's 800 MHz radio communications systems, radio profiles, and tactical channels. During a CLOSEST UNIT RESPONSE under this Agreement, the following will occur:

a) When the CITY or COUNTY responds to a CALL in the other's jurisdiction they will be dispatched by their current processes. Should the call for service require a multi-unit response, they will be dispatched by their current processes and then be notified by their dispatcher(s) to change their mobile and/or portable radios to the appropriately designated tactical channel as determined by the dispatch center having jurisdiction for the CALL.

b) All requests for service from the unincorporated area in SERVICE AREA NUMBER 1 using the 911 system shall go to the Public Safety Answering Point operated by the Volusia County Sheriff's Department, which shall transfer such CALLS to the appropriate dispatch center to enable CLOSEST UNIT RESPONSE and AUTOMATIC AID for SERVICE AREA NUMBER 1. If the CITY is dispatched to respond to the CALL, they shall notify the COUNTY's dispatch center of the response.

c) All requests for service from the incorporated area in SERVICE AREA NUMBER 2 using the 911 system shall go to the Public Safety Answering Point operated by the Volusia County Sheriff's Department, which shall transfer such CALLS to the appropriate dispatch center to enable CLOSEST UNIT RESPONSE to SERVICE AREA NUMBER 2. If the COUNTY is dispatched to

respond to the CALL, they shall notify the CITY's dispatch center of the response.

ARTICLE 7

CLOSEST UNIT RESPONSE, PROCEDURES AND PLAN

7.1 The CITY and the COUNTY agree to develop and implement protocols and procedures as necessary to carry out a CLOSEST UNIT RESPONSE plan for SERVICE AREA NUMBER 1 and SERVICE AREA NUMBER 2, as identified on the RESPONSE MAP, attached as Addendum "A".

7.2 The details of the plan shall be mutually agreed upon by the CITY and COUNTY, shall be subject to review upon the request of either party, shall be consistent with CITY and COUNTY prevailing dispatch and run card protocols, and shall be incorporated into the RESPONSE plan to be administered through the appropriate dispatch centers as set forth in Article 6.

7.3 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 CITY Manager and COUNTY Manager or their respective designees.

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

a) develop and implement a mutually agreed upon CLOSEST UNIT RESPONSE and AUTOMATIC AID plan and operating procedures including the standard operating procedures for the agencies to respond to medical-related emergencies within the SERVICE AREAS.

b) Provide reciprocal assistance, either on a joint RESPONSE or AUTOMATIC AID basis, utilizing the available units nearest to the INCIDENT, within SERVICE AREA NUMBER 1 and/or within SERVICE AREA NUMBER 2.

c) Provide reciprocal aid and assistance medical-related 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.

d) Provide EMERGENCY MEDICAL SERVICES at not less than non-transport Advanced Life Support (ALS) level; use the COUNTY'S Medical Director so long as the COUNTY has a Medical Director and to follow all protocols issued by the COUNTY'S Medical Director.

7.5 Each party shall be responsible for all costs to that party associated with Article 7.4.c in the same manner as in the Mutual Aid Agreement dated in 2006 between the parties and other jurisdictions or as amended by the parties to this Agreement.

ARTICLE 8

FEES FOR SERVICE

8.1 In calculating reimbursement costs for response to incidents under this agreement the parties agree that:

a. Responses to incidents that will be eligible for reimbursements under this Agreement shall only include responses by EMERGENCY MEDICAL SERVICES UNIT(s) from either jurisdiction that are dispatched as CLOSEST UNITS into the other's jurisdiction, as part of the dispatch protocol ratified and/or

established pursuant to Article 7 of this Agreement, whereby the situation is completely mitigated solely by the CLOSEST UNIT assignment and without requiring a response by the authority having jurisdiction (AHJ). If either jurisdiction chooses to respond to a call within its respective jurisdiction where the other jurisdiction has been dispatched as the CLOSEST UNIT assignment and has not asked for assistance, then the call will be eligible for reimbursement if the other criteria for reimbursement are met.

b. The per incident cost for reimbursement shall be based upon the methodologies used in the FEMA models (apparatus and manpower unit cost) for reimbursement at a rate of one hundred-twenty-one dollars (\$121.00) per incident. This rate is based upon \$71.00/hour for the use of the apparatus and \$50.00/hour for the personnel (\$25.00/hour each) on that apparatus. In an effort to ease the burden of calculating reimbursements and to facilitate budget planning, the reimbursement rate above is based on one hour per CALL.

8.2 Quarterly from the effective date of this Agreement, the Fire Chiefs shall exchange response data, review such data, and analyze the impact of this Agreement. Efforts to ensure fair and equitable utilization of resources shall be considered and/or implemented, if agreed to by both parties, in an effort to minimize any imbalance of services exchanged while maintaining CLOSEST UNIT RESPONSE. At the conclusion of one year, a report shall be provided to the respective Managers indicating what the actual imbalance has been, if any, and what can be expected in the future.

8.3 Should an imbalance that exceeds twenty-five (25) CALLS annually

exist in either SERVICE AREA NUMBER 1 or SERVICE AREA NUMBER 2, both parties agree that a single payment shall be made by the appropriate Party to this Agreement to the other Party for the calculated amount of the total imbalance. Payment will be based on the per CALL rate described in Section 8.1 above. The amount determined for any imbalance during fiscal year 2007-2008 will be paid no later than January 1, 2009, and no later than January 1, 2010 for fiscal year 2008-2009.

8.4 In the event this Agreement is renewed after September 30, 2009, it is agreed that this Article may be amended as agreed upon by both parties.

ARTICLE 9

INDEMNIFICATION

9.1 The CITY 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 COUNTY harmless from, and defend the COUNTY 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 the CITY 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 the COUNTY 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 CITY 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.

9.2 The CITY 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 the COUNTY, 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 the COUNTY, directly or indirectly, resulting from services provided by the CITY pursuant to this Agreement.

9.3 This obligation of indemnity provided to the COUNTY by the CITY under the terms of this Agreement shall commence on the effective date of this Agreement and shall survive the termination of this Agreement.

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

9.5 The COUNTY 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 CITY harmless from, and defend the CITY 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 the COUNTY officials, EMPLOYEES, its agents, or in connection with the performance of the COUNTY 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 the CITY 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 COUNTY 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.

9.6 The COUNTY 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 the CITY, 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 the CITY, directly or indirectly, resulting from services provided by the COUNTY pursuant

to this Agreement.

9.7 This obligation of indemnity provided to the CITY by the COUNTY under the terms of this Agreement shall commence on the effective date of this Agreement and shall survive the termination of this Agreement.

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

9.9 Neither officials nor EMPLOYEES of the COUNTY nor officials or EMPLOYEES of the CITY 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.

9.10 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 10

TERM OF AGREEMENT

10.1 This Agreement shall remain in full force and effect for a period commencing on date first executed by both parties, and ending September 30, 2009, all dates inclusive, unless this Agreement is otherwise extended or terminated in accordance with the terms thereof. The CITY shall commence its services to SERVICE AREA NUMBER 1, and the COUNTY shall commence its services to SERVICE AREA NUMBER 2 on the date of execution. The Agreement may be extended for two consecutive year periods upon mutual agreement of both parties.

10.2 Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of either party is subject to the appropriation and availability of funds. This Agreement shall terminate at the end of the then current fiscal year if the County Council of Volusia County or the City Council of Orange City fails to appropriate funds to

pay the compensation required herein. Nothing in this Agreement shall be construed to constitute a pledge of ad valorem taxes and, in the event of non-appropriation; neither party shall have no right to compel the other party to appropriate funds to pay the compensation required herein.

ARTICLE 11

TERMINATION OF AGREEMENT

11.1 Both parties do hereby acknowledge that they are entering into this Agreement in full reliance upon the other party's fulfillment of the obligations herein imposed for the full term contemplated herein. The parties expressly assume the burden of service herein described for costs and at the expense of making necessary operational changes to and with each party's existing system and is entering into this Agreement in reliance that the other party will continue in this Agreement for the full term stated herein. However, the CITY and the COUNTY 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:

11.2 In its sole discretion, CITY may terminate this Agreement, for any reason whatsoever; by giving written notice thereof to COUNTY, as provided in Section 10.1 herein.

11.3 In its sole discretion, COUNTY may terminate its obligations set forth in Article 3 herein, and all corresponding obligations pertaining thereto in this Agreement, for any reason whatsoever, giving written notice thereof to CITY, as

provided in Section 10.1 herein; nevertheless, in such event COUNTY shall continue to be responsible to the CITY for reimbursement of costs as set forth in Article 8, for any imbalance as set forth in Section 8.3, and pursuant to the procedures set forth in Article 8 herein. As such, COUNTY's termination of its obligations, as aforescribed, does not otherwise terminate this Agreement.

11.4 In the event of termination or expiration of this Agreement (with the exception of COUNTY termination pursuant to Section 11.3 hereinabove), the CITY and the COUNTY shall cooperate in good faith to effectuate a smooth and harmonious transition from the CITY to a COUNTY or a COUNTY to a CITY operated or contracted Emergency Medical Service, and to maintain during such period of transition the same high quality of EMERGENCY MEDICAL SERVICE protection otherwise afforded to the residents of the CITY and COUNTY pursuant to the terms hereof.

ARTICLE 12

NOTICES

12.1 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 the County:

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 32720-4612

EMS Director, County of Volusia
125 West New York Avenue
DeLand, FL 32720-4612

If to the CITY:

City Manager: City of Orange City
205 East Graves Avenue
Orange City, FL 32763

With a copy to: Fire Chief
215 North Holly Avenue
Orange City, FL 32763

ARTICLE 13

ENTIRE AGREEMENT

13.1 Unless otherwise amended in accordance with Section 14 hereof, this Agreement sets forth the final, complete and exclusive Agreement and understanding between the CITY and the COUNTY 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.

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

13.3 Except as set forth in this Agreement, nothing in this Agreement supersedes or interferes with any other contract or agreement the CITY or the

COUNTY may have entered into heretofore with any other entities. No contractual agreements hereafter entered into by the CITY or the COUNTY shall supersede or interfere with any of the obligations and responsibilities of the parties under this Agreement.

ARTICLE 14

AMENDMENTS

14.1 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 15

BINDING EFFECT

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

ARTICLE 16

GOVERNING LAW

16.1 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 17

VENUE

17.1 The venue for any litigation between the parties arising under this Agreement shall be in the Volusia County, Florida, unless the litigation is cognizable in federal court and venue shall then be in the United States District Court, Middle District of Florida in Orlando, Florida.

ARTICLE 18

CONSTRUCTION

18.1 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.

18.2 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.

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

ARTICLE 19

SEVERABILITY

19.1 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.

THIS SPACE INTENTIONALLY LEFT BLANK

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

CITY OF ORANGE CITY, FLORIDA

By: _____
John J. McCue
City Manager

ATTEST:

Dated: _____

City Auditor and Clerk

COUNTY OF VOLUSIA, FLORIDA

By: _____
Frank T. Bruno, Jr.
County Chair

ATTEST:

Dated: _____

James T. Dinneen
County Manager