

**FIRE AND EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT
BETWEEN SEMINOLE COUNTY AND CITY OF CASSELBERRY**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into by and between SEMINOLE COUNTY, a Charter County and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and CITY OF CASSELBERRY, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, CITY has maintained fire and emergency medical service protection for the benefit of the citizenry thereof, and

WHEREAS, COUNTY agrees to render to CITY fire and emergency medical services (EMS), and CITY desires to receive such services upon the terms and conditions hereinafter set forth,

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

Section 1. Agreement. This Agreement is entered into between COUNTY and CITY pursuant to Chapters 125, 163, and 166, Florida Statutes (2014), as these statutes may be amended from time to time.

Section 2. Scope of Services.

(a) COUNTY shall provide fire, rescue, and emergency medical services to CITY at a standard corresponding to acceptable service delivery standards established by COUNTY. COUNTY agrees to maintain two (2) fire stations within the fire protection system with primary responsibility to provide services to CITY. Except as otherwise hereinafter specifically set forth,

this fire and EMS protection will encompass all those duties and functions of the type coming within the jurisdiction of, and customarily rendered by, COUNTY Fire Department in accordance with the Charter and ordinances of COUNTY, and applicable laws of the State of Florida, to include without limitation the following:

(1) Fire Suppression Services: COUNTY shall maintain fire suppression services and provide these services to CITY through the use of fire engines, aerial devices as needed, specialty units, hazardous material response units as needed, and other fire suppression units as may be required.

(2) Emergency Medical Services. COUNTY shall maintain emergency medical services and provide these services to CITY in accordance with Chapter 64J-1, Florida Administrative Code, and Chapter 401, Florida Statutes (2014), as this statute and regulation may be amended from time to time. The emergency medical services unit shall provide a level of service equal to Advanced Life Support (ALS) as defined in Section 401.23(1), Florida Statutes (2014), as this statute may be amended from time to time, and any successor documents and in accordance with COUNTY Medical Director's, or his successor's, protocols. As part of the required emergency medical services, COUNTY shall also provide emergency medical transport services within CITY.

(3) Fire Prevention Services. COUNTY shall provide fire prevention services within the corporate limits of CITY. These activities include fire safety inspections, plans review, fire investigations, fire code enforcement, and other associated fire prevention services. COUNTY has the sole authority to appoint a person to enforce the rules and laws of the State Fire Marshal in accordance with Section 633.118, Florida Statutes (2014), as this statute may be

amended from time to time, and any successor documents. CITY shall collect and remit fees for fire prevention services on behalf of COUNTY at rates established by COUNTY quarterly.

(4) Required Reporting. COUNTY agrees to maintain statistical information at all times during the term of this Agreement and provide CITY, upon request, with written reports regarding response times, number and types of calls, fire property dollar loss, sprinkler system activations, ISO rating information, and false alarm response information related to services provided under this Agreement. COUNTY shall track and be capable of producing statistical data reports consisting of incidents that occurred only within CITY.

(5) Other Services. In addition to those duties and responsibilities described above, COUNTY hereby agrees to provide CITY at all times during the term of this Agreement, the following expertise, services, and facilities as may be required from time to time:

(i) Hazardous Materials Response Team. COUNTY shall provide hazardous materials team responses to CITY as is provided to the unincorporated area of the Seminole County.

(ii) Fire Arson Investigations. COUNTY shall cooperate fully with CITY and the State Fire Marshal's Office for the purpose of ensuring notification and ancillary scene support for fire arson investigations.

(iii) Related Services. COUNTY shall provide CITY with available fire, rescue and EMS planning information and assistance for CITY code modifications, CITY comprehensive plan modifications, CITY zoning issues, and related issues as requested.

(iv) Special Events. COUNTY shall provide the same level of standby coverage for special events within CITY as currently provided to those events taking place within the unincorporated areas of Seminole County.

Section 3 Employment Responsibilities.

(a) Transferred Employees.

(1) Definition and Scope. Subsequent to the following terms and conditions, all CITY employees, as designated in Attachment "A", will be transferred to and be employed by COUNTY effective October 1, 2015, and will thereafter have the same rights and responsibilities as are applicable to other similarly situated COUNTY employees. These employees will be referred to in this Agreement as "Transferred Employees."

(2) Employment Application. All Transferred Employees will be required to complete a COUNTY Employment application and will be required to meet the minimum job hiring requirements of COUNTY to include a pre-employment fitness for duty physical, successfully passing IPAT testing and a criminal background and driver's license check before entering service with COUNTY.

(3). Transferred Employees Are Not CITY Employees. All Transferred Employees and any other fire suppression and EMS personnel employed by COUNTY in performance of such services, functions and responsibilities as described and contemplated in this Agreement for CITY will be and remain COUNTY employees. None of the Transferred Employees may be considered to be in the employ of CITY for any purpose whatsoever to include any combination of the following without reservation: insurance benefits, compensation, pension benefits, a collective bargaining relationship, or any other status, right, privilege, or enjoyment.

(4) CITY's Limited Responsibility for Transferred Employees. CITY does not assume and expressly disclaims any liability for, or any direct payment of, any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers'

compensation fund pursuant to Chapter 440, Florida Statutes (2014), as this statute may be amended from time to time, vacation or compensatory time, sick leave benefits, or other amenities of employment to any COUNTY personnel performing services, duties and responsibilities under this Agreement for the benefit of CITY and its residents or any other liabilities whatsoever, unless specifically provided to the contrary in this Agreement. Except as provided for elsewhere in this Agreement, CITY is not liable for benefits, or compensation accrued on behalf of any Transferred Employee while employed by COUNTY, nor is CITY liable for compensation, contribution, or indemnity to COUNTY of any kind whatsoever, arising out of such employment and performance of the services, duties, and responsibilities contemplated in this Agreement.

(5) No Joint Employment. Under no circumstances and for no purpose will CITY and COUNTY be deemed joint employers of Transferred Employees. Moreover, this Agreement must always be construed to be consistent with this consideration and requirement.

(b) Time in Grade. COUNTY agrees and acknowledges that the length of service and time in grade earned by a Transferred Employee while a CITY employee will transfer to COUNTY system. Transferred Employees' date of hire or appointment with CITY Fire Department will be considered their date of hire or appointment with COUNTY Public Safety Department.

(c) Rate of Pay. Commencing October 1, 2015, COUNTY shall pay each Transferred Employee a base salary or wage that will provide each Transferred Employee the same pay provided by CITY as of June 1, 2015, provided it does not exceed the maximum pay within the pay band for COUNTY's similar positions. If the pay of the Transferred Employee exceeds the maximum of COUNTY pay band for that position, the Transferred Employee will be

placed at the top of the corresponding COUNTY pay band. Future pay raises will be in accordance with COUNTY policy, labor negotiations, or both, as is applicable.

(d) Employee Pensions:

(1) Florida Retirement System. COUNTY and CITY agree that all Transferred Employees who, at the time of transfer, were members of the Florida Retirement System (FRS) will continue to be members of FRS while employed by COUNTY. On and after October 1, 2015, COUNTY will be responsible for any and all required employer contributions to FRS on behalf of these Transferred Employees.

(2) FRS Election. COUNTY agrees that each Transferred Employee who, prior to the transfer date, was or is a member of CITY's Employees' Pension Plan will have the right to select participation within either the FRS or to remain in CITY's Employee's Pension Plan. COUNTY is not obligated to make any special payments or pay "past service" credits for Transferred Employees who elect to participate in FRS. The Transferred Employees' election may be made only once, will be irrevocable, must be in writing, and must be executed prior to service transfer. CITY will be responsible for securing the aforementioned election. If a Transferred Employee elects participation within the FRS, such employee will have the termination options available to such employee as set forth in CITY's General Employees' Pension Plan. The parties agree that a Transferred Employee will not accrue service in the Florida Retirement System and the respective CITY pension plan simultaneously.

(3) Continuation in CITY Pension Plan(s) – Contributions. For all Transferred Employees who elect to continue participation in CITY's Employees' Pension Plan, COUNTY agrees to pay into such pension plan monies equivalent to the sum total of the required contribution for the Transferred Employee to that plan and the required employer's

contribution as determined by the actuary employed by CITY's Pension Board of Trustees and as otherwise provided for by state law or by ordinance of CITY. At no time will COUNTY be required to contribute to any CITY pension plan at a rate greater than the employer contribution rate then required by the FRS for similarly classified employees.

(4) FRS Contributions. The parties agree that should a Transferred Employee elect to join the FRS, COUNTY shall make the required employer contribution to the FRS.

(5) FRS Past Service Credit. COUNTY will not finance or otherwise pay for the "past service" credit for Transferred Employees as defined by the FRS and as authorized under Chapter 121, Florida Statutes (2014), as the statute may be amended from time to time.

(e) Employment Right of Control. COUNTY shall have and maintain all responsibility for and control over the delivery of services, standards of performance, discipline of personnel and other matters incident to the performance of the services, duties, and responsibilities described and contemplated in this Agreement, including the determination of wages and benefits for Transferred Employees.

(f) Assignment of Personnel. COUNTY agrees to transfer CITY employees identified on Attachment "A" to the initial COUNTY organization structure depicted on Attachment "B." COUNTY may alter assignments in the future consistent with COUNTY policies, procedures, and organizational needs.

(g) Worker's Compensation. COUNTY agrees to cover all costs for worker's compensation insurance for Transferred Employees effective October 1, 2015. Any worker's compensation claims made prior to October 1, 2015 will remain the responsibility of CITY. Any worker's compensation claims made by Transferred Employees related to accidents and injuries within the course and scope of employment with CITY will remain the responsibility of CITY in

accordance with Florida law. Any claims for a Transferred Employee's accident or injury reported by the Transferred Employee after October 1, 2015, but which is determined by an authorized treating physician to be causally related to a claim filed prior to October 1, 2015, will remain CITY's responsibility. CITY shall provide a list of prior claims made in the prior three (3) years to COUNTY on the Effective Date of this Agreement.

(h) Transfer of Vacation and Sick Leave Balances.

(1) Paid Time Off. All Transferred Employees will be placed into COUNTY's paid time off (PTO) system and accrue PTO under COUNTY's system.

(2) Vacation Leave Balances. COUNTY shall only assume responsibility for vacation leave balances of the Transferred Employees up to a maximum amount of 56 hours for shift assigned personnel and 40 hours for non-shift assigned personnel. For any Transferred Employees whose leave balances exceed 56 hours for shift assigned personnel and 40 hours for non-shift assigned personnel, CITY shall pay to COUNTY, by November 1, 2015, the cost of paying out leave balances, above the 56 or 40 hours respectively, at the Transferred Employee's hourly rate including benefits.

(3) Sick Leave/Catastrophic Leave. CITY shall pay to COUNTY 50% of the cost of the unused sick leave balances for any Transferred Employee, at the Transferred Employee's hourly rate as of October of 2015. Transferred Employees may participate in COUNTY's catastrophic leave program, on the same terms as other COUNTY Fire and EMS employees with the exception of the transfer of unused catastrophic leave balance to the sick leave bank. CITY shall pay COUNTY 50% of the cost of assuming this liability at the hourly rate for each employee at the time of transfer.

(i) Pre-Employment Fitness for Duty Physical Examination. All Transferred Employees shall take and pass the same pre-employment fitness for duty physical examination that is taken by all other COUNTY Fire/EMS job applicants. This physical examination will include an examination for all disabilities and diseases specified in Sections 112.18 and 112.181, Florida Statutes (2014), which give rise to the presumption that such disabilities and diseases were incurred in the line of duty. No applicant will be accepted as a Transferred Employee who has at the time of the examination any such disability (either partial or total) or disease specified in these statutes, unless a reasonable accommodation can be made for such applicant to continue in the same line of duty despite such disease or disability. For any such applicant for whom a reasonable accommodation can be made, CITY shall be responsible for workers' compensation expenses that are associated with the respective disability or disease diagnosed and documented while in CITY employ. CITY shall document all such expenses on the Effective Date of this Agreement.

(j) Pending Claims. CITY represents no employee listed in Attachment "A" has any pending and unresolved claim against CITY, including, but not limited to, claims of any nature related to alleged discrimination, pay, overtime, benefits, or for any other matter.

Section 4. Financial Considerations.

(a) Fire Fees:

(1) Rates. CITY agrees to implement COUNTY's Fire/Rescue Municipal Services Taxing Unit (MSTU) effective October 1, 2015 and as the MSTU millage rate may be revised from time to time (also described as "Fire Fees" below). CITY's initial implementation of the MSTU millage rate must be in a manner that is revenue neutral with respect to the aggregate millage rates that CITY residents pay collectively to CITY and COUNTY. The

millage rate for COUNTY Fire MSTU rate is 2.3299 mills as of the Effective Date of this Agreement. If CITY does not reduce its general operating millage rate by at least 2.3299 mills for fiscal year 2015/2016, then CITY will be in material breach of this Agreement entitling COUNTY to terminate this Agreement pursuant to Paragraph 7(c) below. The process for CITY to determine its general operating millage rate for fiscal year 2015/2016 remains subject to the requirements of Sections 286.0105 and 286.011, Florida Statutes (2014), concerning public meetings, as these statutes may be amended from time to time, and all other applicable law.

(2) CITY to Collect Fire Fees; Payment of Funds. CITY agrees to collect the Fire Fees established by COUNTY after the transfer date. CITY shall provide an accounting of the collected Fire Fees and pay to COUNTY quarterly.

(b) City Ambulance Billing:

(1) Transfer of Ambulance Billing. COUNTY agrees to assume responsibility for billing and collection activities associated with emergency medical transport services rendered to patients transported from within CITY's corporate limits effective October 1, 2015 and continually thereafter for the term of this Agreement. Billing will be conducted in accordance with COUNTY rates, procedures, and policies.

(2) Past Receivable and Previous Accounts. CITY shall maintain control of all transport accounts prior to October 1, 2015. COUNTY assumes no claim or liability for past transport accounts.

(3) CITY Authorizes COUNTY to Impose Transport Charges. CITY hereby authorizes COUNTY to impose emergency medical transport fees within CITY limits.

(4) Non-discriminatory Rate Structure. COUNTY hereby agrees to maintain an emergency medical transport fee rate structure which imposes fees on patients transported

from within CITY's corporate limits at rates which are no more than those imposed on patients transported from within the unincorporated limits of COUNTY.

(c) Financing of Required Services:

(1) CITY to Join COUNTY Fire/Rescue Municipal Services Taxing Unit. To provide COUNTY with a method to finance the services required of COUNTY by this Agreement for all fiscal years subsequent to October 1, 2015, CITY hereby agrees to join the MSTU effective not later than October 1, 2015. To that end, CITY further agrees to pass and adopt appropriate CITY interlocal agreements, resolutions, and ordinances to accomplish the aforementioned on or before September 1, 2015.

(2) Future CITY Financial Obligations.

(i) Definition. In this Subsection 4(c)(2), "Senior Employees" mean CITY's Fire Chief (County Pay Band E3, regular risk), CITY's three Battalion Chiefs (at County Pay Band 152/252, high risk), CITY's Special Project Coordinator and CITY'S Quality Assurance Officer as of September 30, 2015.

(ii) CITY's Additional Contribution for COUNTY's Services. CITY and COUNTY agree and acknowledge that the revenues generated from the MSTU within CITY are insufficient to support Fire/EMS operations within CITY's corporate limits based on the current taxing mechanism. Commencing March 1, 2017 and on or before March 1 of each year thereafter while this Agreement is in effect, CITY agrees to make an additional contribution to COUNTY to make up any shortfall between actual Fire/EMS operational expenditures and the revenues generated from the MSTU within CITY for the prior fiscal year. The amount of CITY's additional contribution to COUNTY for the prior fiscal year equals the amount of the actual Fire/EMS operational expenditures for the prior fiscal year as determined in Subsections

4(c)(2)(iii) and (iv) below, minus the combination of the total revenue generated from the MSTU and EMS transport revenue generated within CITY. If the result of this calculation is a negative amount, the amount of CITY's contribution will be deemed to be zero. If in two consecutive years, the application of this formula results in no additional contribution being required from CITY, there will be no further need for this fiscal review, or for CITY to make any additional contribution to COUNTY from that point on. In no event will COUNTY be required to pay any contribution or refund to CITY under this Subsection 4(c)(2).

(iii) Cost Accounting. Commencing on January 1, 2017 and on or before January 1 of each year thereafter while this Agreement is in effect, COUNTY shall provide to CITY a cost accounting of operational expenditures for all Fire/EMS services rendered to CITY for the previous fiscal year, taking into account any possible reductions for the Senior Employees' personnel costs as provided in subsection 4(c)(2)(iv) below. Due to the nature of the joint response system, COUNTY shall derive this cost accounting of operational expenditures exclusively from the operations of Fire Stations 21 and 25. The amount of the actual Fire/EMS operational expenditures for the prior fiscal year to be used in the calculation set forth in Subsection 4(c)(2)(ii) above will be based on this cost accounting of operational expenditures, taking into account any reductions for Senior Employees as provided in subsection 4(c)(2)(iv) below.

(iv) Adjustments for Senior Employees. The parties recognize that the transfer of Senior Employees to COUNTY may be a significant factor in any revenue insufficiency because, at least initially, COUNTY may be unable to assign these Senior Employees to permanent positions in COUNTY's organizational hierarchy. Because the cost of absorbing the Senior Employees could be reduced by the normal attrition of the Senior

Employees, and because such cost reductions might not be recognized unless they are audited separately, COUNTY shall perform a separate annual cost accounting of operational expenditures to track the costs associated with the absorption of these Senior Employees. For example, the Senior Employees' costs could be reduced or eliminated in any of the following circumstances: 1) a Senior Employee leaves COUNTY due to retirement or other normal attrition; 2) a vacancy in a permanent position occurs for which a Senior Employee is qualified or 3) COUNTY adds a permanent position for which the Senior Employee is qualified. COUNTY shall honor its policy of affording Senior Employees preferential hiring consideration within the Fire Rescue Division to increase the likelihood of a cost reduction or elimination. Accordingly, in the event any of the preceding or other applicable circumstances occur, COUNTY agrees that the personnel costs associated with the pertinent Senior Employee will be reduced or eliminated in COUNTY's cost accounting of operational expenditures as set forth in Subsection 4(c)(2)(iii) above, based on the separate cost accounting for the Senior Employees provided for in this Subsection 4(c)(2)(iv).

(3) Exclusion of Fire District MSTU taxes from the Community Redevelopment Trust Fund. CITY and COUNTY agree that the ad valorem tax imposed by COUNTY under COUNTY Fire Municipal Services Tax Unit (MSTU) within the Casselberry Redevelopment Area does not constitute Tax Increment Revenue and accordingly, must not be deposited into the Casselberry Redevelopment Agency ("CRA") Trust Fund. The parties agree the MSTU collection for fire and emergency medical services has nothing to do with redevelopment projects or activities within the Casselberry Redevelopment Area and that excluding this tax collection from the CRA Trust Fund is among the exceptions permitted by interlocal agreement as authorized by Section 163.387(3)(b), Florida Statutes (2014).

(4) Contingency for CITY to Switch Funding of Fire Rescue Services from Municipal Services Taxing Unit (MSTU) to Municipal Service Benefit Unit (MSBU). In the event COUNTY establishes a separate COUNTY MSBU for Fire and Rescue Services, CITY agrees to join this COUNTY MSBU within sixty (60) days of notification from COUNTY of the establishment of this MSBU. In this event, CITY shall continue to belong to the above described COUNTY MSTU for EMS, but this MSTU will no longer collect funds for fire and rescue services.

(d) Miscellaneous Fees. Any adopted fee schedule of COUNTY for fire and rescue services which has been uniformly adopted for COUNTY's MSTU District including, but not limited to, fees related to special event stand-bys, false alarms, and hazardous materials recovery, will apply within the corporate limits of CITY and will be payable to COUNTY in accordance with COUNTY's policies.

Section 5. Execution Date and Effective Date. The Execution Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatories of the parties. If the Execution Date is after October 1, 2015, the Effective Date of this Agreement is retroactive to October 1, 2015, notwithstanding the Execution Date. CITY and COUNTY agree to be bound by the terms of this Agreement as of October 1, 2015 and thereafter, unless and until this Agreement is terminated pursuant to Section 7. Each party confirms the other party is current in its obligations under this Agreement as of the Execution Date.

Section 6. Property Transfer.

(a) It is generally agreed by both CITY and COUNTY that ownership or control of facilities and equipment owned and used directly by CITY Fire Department immediately prior to the transfer date will pass from CITY to COUNTY upon the transfer date as more specifically described in this Agreement.

(b) Real Property and Improvements:

(1) CITY to Transfer Fire Stations. CITY currently operates two Fire Stations: Station 21 located at 681 Seminola Boulevard, Casselberry and Station 25 located at 1055 Red Bug Lake Road, Casselberry.

(i) Station 21. CITY agrees to transfer title of Station 21 to COUNTY (property parcel number 09-21-30-501-0C00-0030).

(ii) Station 25. COUNTY agrees to lease from CITY the property and improvements that constitute Fire Station Number 25, under the terms specifically described in Attachment "C" attached to this Agreement, for the sum of ONE AND NO/100 DOLLARS (\$1.00) per year. Maintenance responsibility and liability are provided for in the Lease, Attachment "C."

(iii) The Wilshire Property. CITY and COUNTY agree to jointly develop for use as COUNTY EMS/Fire/Rescue operations approximately 2 acres of property owned by CITY known as the "Wilshire property." The Wilshire Property consists of the parcels collectively described in the two deeds attached to this Agreement as Attachment "D." Once agreement is reached on the portion of the Wilshire property to be developed for COUNTY EMS/Fire/Rescue operations, CITY shall transfer title to that parcel to COUNTY.

(2) Costs of COUNTY Computer Networks. All initial necessary costs to network communications of CITY equipment with COUNTY, including but not limited to computers and telephones, will be the responsibility of COUNTY.

(3) COUNTY Inspection Prior to Transfer. Prior to COUNTY initially taking possession of Stations 21 and 25, COUNTY shall inspect each station to evaluate the current condition of each building's major components such as roof, HVAC, septic/sewer, plumbing, and appliances, and shall evaluate each premises for the presence of unacceptable levels of mold. If necessary, COUNTY shall itemize any needed repairs in writing to CITY by June 1, 2015. CITY shall be responsible for making the repairs prior to September 1, 2015 unless otherwise mutually agreed in writing. CITY shall provide COUNTY with a written disclosure of all known defects or problems with these building by May 1, 2015. CITY shall provide COUNTY with copies of all drawings for these buildings, including all original and modified drawings, by May 1, 2015. CITY shall diligently undertake reasonable efforts to cure all known defects and problems with all real property as set forth in this subsection prior to September 1, 2015 or as soon as possible thereafter. CITY will not be required to undertake any additional testing to uncover latent defects unknown at the time of the Effective Date.

(c) Personal Property (Rolling Stock, Equipment, etc.). CITY agrees to transfer to COUNTY on October 1, 2015, all of CITY's capital assets as identified in Attachment "E." COUNTY hereby accepts all items in an "as is" condition. CITY makes no warranties as to the condition or performance of any such items. As of October 1, 2015, COUNTY assumes all liability for the proper utilization and operation of such items and agrees to defend, indemnify, and hold CITY harmless for any and all claims resulting from the use or operation of this rolling stock, equipment, and furniture. To the extent that any transferred emergency vehicle does not

meet COUNTY's minimum standards, COUNTY agrees to bring that vehicle up to COUNTY's minimum standards, through replacement or modification, within five (5) years from the effective date of this Agreement.

Section 7. Termination of Agreement.

(a) COUNTY does hereby acknowledge that CITY is entering into this Agreement in full reliance upon COUNTY's fulfillment of the obligations imposed by this Agreement for the full term contemplated in this Agreement. CITY also acknowledges that COUNTY expressly assumes the obligation of service described in this Agreement and COUNTY acknowledges and agrees that there will be certain costs and expenses and that COUNTY will be required to make numerous operational changes to and with COUNTY's existing system. COUNTY is entering into this Agreement in reliance that CITY will continue in this Agreement pursuant to the terms stated in this Agreement. However, CITY and COUNTY realize that unforeseen events may occur that may cause one or the other party or both to seek termination of this Agreement in a manner consistent with the terms described below:

(b) CITY. CITY agrees that prior to October 1, 2025, it shall not seek to terminate this Agreement except for just cause as related to a material breach of this Agreement. Subsequent to October 1, 2025, CITY may terminate this Agreement for any reason whatsoever, by giving written notice of termination to COUNTY; such termination will not be effective until the beginning of the first fiscal year, which is at least two (2) full years after receipt of written notice by COUNTY.

(c) COUNTY. COUNTY agrees that prior to October 1, 2025, it shall not seek to terminate this Agreement except for just cause as related to a material breach of this Agreement. Subsequent to October 1, 2025, COUNTY may terminate this Agreement, for any reason

whatsoever, by giving written notice thereof to CITY; provided, however, such termination will not be effective until the beginning of the first fiscal year which is at least two (2) full years after receipt of written notice by CITY. In the event of such termination, CITY shall render such aid, coordination, and cooperation to COUNTY that might be required for an expeditious and efficient termination of service.

(d) Interlocal Cooperation. In the event of termination of this Agreement, COUNTY and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from COUNTY to a Fire and Emergency Medical Service operated or contracted by CITY, and to maintain during such period of transition the same high quality of Fire and Emergency Medical Service otherwise afforded to the residents of CITY pursuant to the terms of this Agreement.

Section 8. Miscellaneous Provisions. CITY shall remain liable for any and all claims for property damage, liability, workers' compensation, environmental contamination, and any other matters, including but not limited to payment of claims, judgments, awards, and legal fees for injuries, illnesses, exposures or events occurring prior to the effective date of this Agreement.

Section 9. Notices. All notices required under this Agreement must be by first class mail, except that any Notice of Termination must be mailed return receipt requested. Any notice under this Agreement must be addressed to the party intended to receive it at the following addresses:

For CITY:

City Manager
95 Triplet Lake Drive
Casselberry, FL 32707

For COUNTY

County Manager
Seminole County Services Building
1101 East 1st Street
Sanford, FL 32771

The notice address may be freely amended by either party by providing the other party written notice of the change of address.

Section 10. Amendments. The parties acknowledge, one to the other, that the terms of this Agreement including all the attachments constitute the entire understanding and agreement of the parties with respect to the subject matter of this Agreement. No modification of this Agreement will be effective unless in writing, executed with the same formalities as this Agreement is executed.

Section 11. Binding Effect. This Agreement inures to the benefit of and is binding upon the respective parties' successors and assigns.

Section 12. Assignment. COUNTY agrees not to assign any of the services specified by this Agreement to a third party without the express written permission of CITY.

Section 13. Conflict Resolution. If COUNTY and CITY disagree on an application or an interpretation of a portion of this Agreement, the disagreement will be settled in accordance with the "Interlocal Agreement on Mediation and Intergovernmental Cooperation" dated January 24, 1995, or any successor thereto to which both COUNTY and CITY are parties.


Section 14. Recordation. COUNTY shall record this Agreement with the Seminole County Clerk of the Court upon execution of the parties as specified in Section 5 of this

Agreement. Upon return from recordation, COUNTY shall deliver a recorded copy of this Agreement to CITY.

Section 15. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

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

ATTEST:


DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY

By: 
CHARLENE GLANCY, Mayor

Date: 12/8/14

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

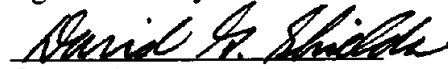
By:


BRENDA CAREY, Chairman

Date: 12/22/2014

As authorized for execution by the Board of
County Commissioners at its December 9,
2014, regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

DGS/dre
12/01/14

Attachments:

- Attachment "A" – Designation of Transferred Employees
- Attachment "B" – COUNTY Organizational Structure depiction
- Attachment "C" – Lease Agreement
- Attachment "D" – Two deeds for the "Wilshire Property"
- Attachment "E" – CITY Capital assets

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ATTACHMENT A

Attachment A

Casselberry FD Transferring Employees

Employee Name	Position Title	FY15 Salary	Service Date
Harkins	Fire Chief	\$ 110,815	6/3/02
Crabtree	Batallion Chief	\$ 87,514	10/26/92
Decuir	Batallion Chief	\$ 80,056	12/31/01
Krebs	Batallion Chief	\$ 80,093	10/2/00
Barkett	Fire Lieutenant/Paramedic	\$ 54,398	10/27/03
Hettler	Fire Lieutenant/Paramedic	\$ 52,043	9/24/07
Jinright	Fire Lieutenant/Paramedic	\$ 53,642	12/13/04
Schamberger	Fire Lieutenant/Paramedic	\$ 55,483	10/21/02
Thompson	Fire Lieutenant/Paramedic	\$ 64,988	6/13/94
Van Etten	Fire Lieutenant/Paramedic	\$ 55,259	7/22/02
Walker	Quality Assurance Officer -Part-time	\$ 50,468	9/24/07
Cacija	Special Projects Coordinator	\$ 53,809	5/3/04
Ippolito	Fire Marshal	\$ 74,376	1/2/07
Jensen	Fire Inspector - Firefighter/EMT	\$ 50,977	5/19/97
Burton	Firefighter/EMT	\$ 43,314	2/9/94
Gillam	Firefighter/EMT	\$ 42,561	10/2/00
Idrogo	Firefighter/EMT	\$ 45,348	2/8/99
Lindsey	Firefighter/EMT	\$ 41,466	12/13/04
Marzolf	Firefighter/EMT	\$ 37,985	2/7/11
Robinson	Firefighter/EMT	\$ 43,487	10/22/99
Vacant	Firefighter/EMT	\$ 33,333	TBD
Vacant	Firefighter/EMT	\$ 33,333	TBD
Baugh	Firefighter/Paramedic	\$ 35,191	4/1/13
Bhatti	Firefighter/Paramedic	\$ 41,544	1/27/14
Flores	Firefighter/Paramedic	\$ 42,583	1/7/13
Garcia	Firefighter/Paramedic	\$ 48,091	9/18/06
Gentile	Firefighter/Paramedic	\$ 42,583	3/11/13
Gilboy	Firefighter/Paramedic	\$ 47,456	10/3/05
Grunden	Firefighter/Paramedic	\$ 50,579	12/1/03
Hair	Firefighter/Paramedic	\$ 45,417	3/31/08
Halcom	Firefighter/Paramedic	\$ 50,477	3/31/03
Hollandsworth	Firefighter/Paramedic	\$ 41,544	1/27/14
Imeson	Firefighter/Paramedic	\$ 49,679	12/13/04
Johnston	Firefighter/Paramedic	\$ 50,192	2/3/03
Jones	Firefighter/Paramedic	\$ 50,491	1/24/01
Meadows	Firefighter/Paramedic	\$ 56,057	1/25/95
Pullan	Firefighter/Paramedic	\$ 46,544	4/23/07
Regan	Firefighter/Paramedic	\$ 44,834	2/7/11
Sanchez	Firefighter/Paramedic	\$ 37,390	1/7/13
Sao	Firefighter/Paramedic	\$ 42,508	1/7/13
Ward	Firefighter/Paramedic	\$ 37,985	2/7/11
Warren	Firefighter/Paramedic	\$ 44,644	2/7/11
Zimmerman	Firefighter/Paramedic	\$ 35,191	3/11/13

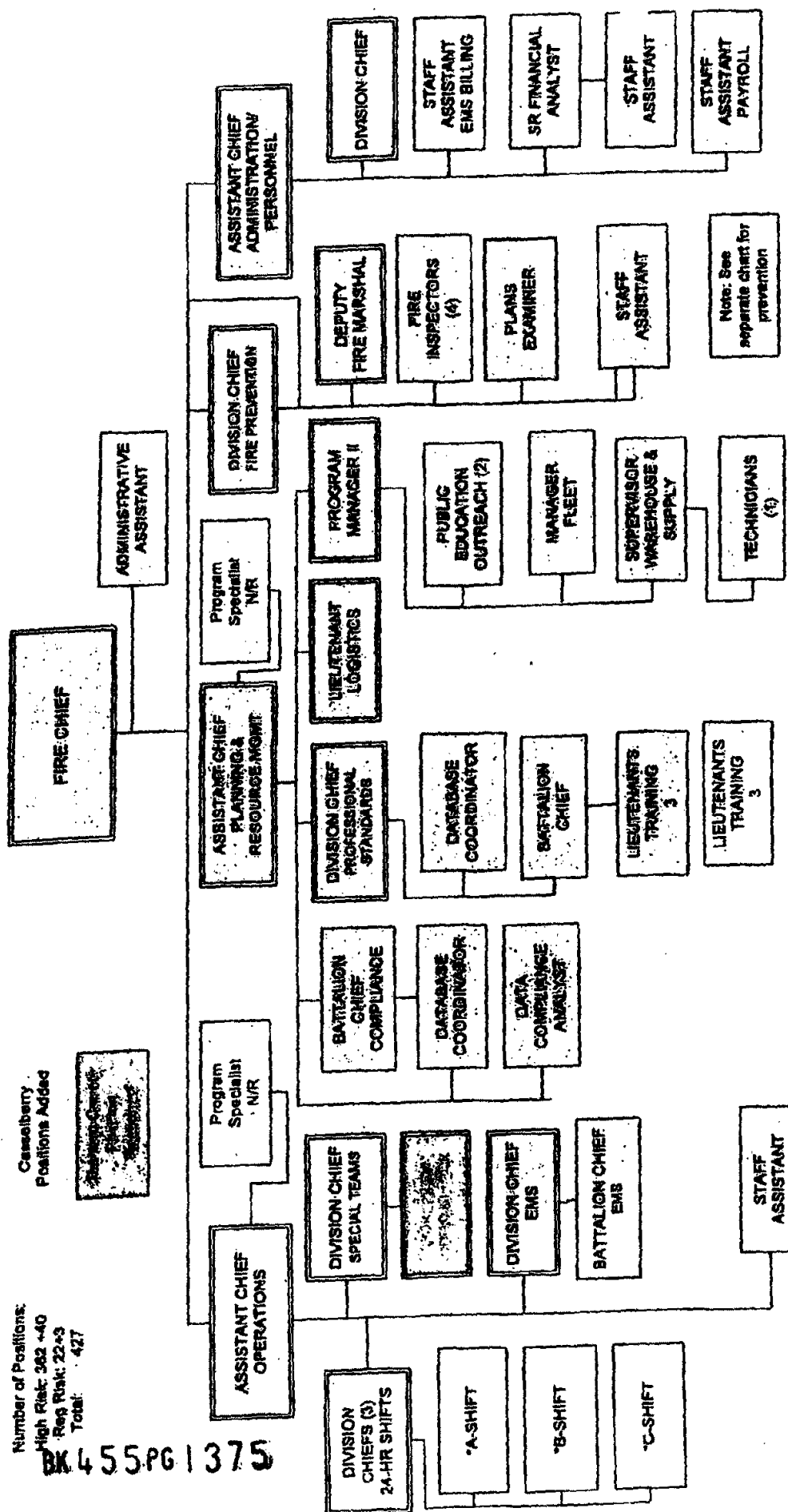
ATTACHMENT B

SEMINOLE COUNTY EMS/FIRE/RESCUE DIVISION W/ CASSELBERRY POSITIONS SHOWN

Number of Positions: 40
High Risk: 262 +40
Reg Risk: 22+3
Total: 427

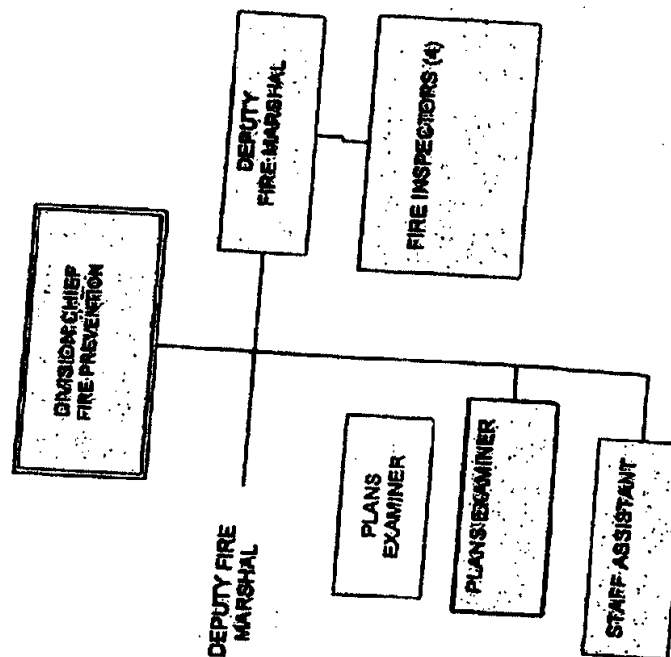
**Cantalberry
Positions Added**

CH



Field Positions on each shift post merge
A.B.C.
4 Battalion Chiefs
25 Lieutenants (Add 6)
97 Firefighters (Add 10)

SCFD FIRE PREVENTION
2013



ATTACHMENT C

ATTACHMENT C

LEASE AGREEMENT FOR FIRE STATION 25

THIS LEASE AGREEMENT is and entered into to be effective for the term stated herein, by and between the **CITY OF CASSELBERRY**, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 the Lessor, hereinafter referred to as "CITY," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, the Lessee, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, CITY and COUNTY have entered into a separate agreement to merge the existing CITY and COUNTY fire departments into a single COUNTY fire department; and,

WHEREAS, in furtherance of this merger CITY has agreed to lease CITY owned fire station previously known as CITY Fire Station Number 25 to COUNTY,

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

Section 1. Leased Premises. CITY does hereby grant to COUNTY and COUNTY does hereby accept from CITY, the exclusive use and occupancy of the following described Leased Premises:

Legal Description: Section 21, Township 21 South, Range 30
East, North 155 feet of the East 105 feet of the Southwest 1/4,
Seminole County, Florida.

Physical Address: 1055 Red Bug Lake Road, Casselberry, Florida

The Leased Premises as herein described also mean and refer to the property previously known as CITY Fire Station Number 25.

ATTACHMENT C

Section 2. Term. The term of this Lease Agreement commences on October 1, 2015 and continues for ten (10) years through September 30, 2025 unless the Interlocal Agreement between CITY and COUNTY providing for the merger of the two (2) fire departments is terminated at an earlier date, in which event the Lease Agreement terminates on the same date. Thereafter, this Lease Agreement will automatically renew on the same terms for another (10) years at the end of this and each succeeding ten (10) year term thereafter, unless the Interlocal Agreement is terminated in which event the Lease Agreement will be terminated on the same date as the Interlocal Agreement. Upon termination of this Lease Agreement, possession of the Leased Premises will revert to CITY.

Section 3. Rental. COUNTY shall pay CITY the sum of ONE AND NO/100 DOLLAR (\$1.00) annually as rent for the Leased Premises.

Section 4. Repairs and Maintenance. During the term of this Lease Agreement, COUNTY agrees to maintain, at its expense, the Leased Premises in a clean condition, free from debris, normal wear and tear excepted. CITY shall perform the maintenance services for the grounds and structural portion of the buildings on the Leased Premises at CITY's expense, including, but not limited to such items as perimeter roll-up doors, electrical system, underground storage tanks, HVAC, fire alarm/sprinkler system testing and inspection pest control, emergency generator power, roof repairs, doors, windows, walls and plumbing for two (2) years from the Effective Date of this Lease Agreement, after which COUNTY shall assume these responsibilities. COUNTY shall also maintain, at its expense, all other portions of the buildings on the Leased Premises occupied by COUNTY including daily cleaning, carpet, appliances, interior wall coverings, exterior doors, all furniture and fixtures and other such building items.

ATTACHMENT C

Section 5. Structural Changes or Modifications by COUNTY. Any proposed changes, modifications, or capital improvements to the Leased Premises by COUNTY must first be submitted to CITY for review and approval. All changes, modifications, or capital improvements to the Leased Premises will be at COUNTY's expense and must be permitted and constructed under all requirements of CITY's building codes.

Section 6. Utilities. COUNTY agrees to pay all utilities for the Leased Premises which include, but are not limited to electric, water, cable, sewer, and solid waste removal through the term of this Agreement.

Section 7. Liability. COUNTY assumes all liability for any and all losses and claims for damages as the result of its operations at the Leased Premises. COUNTY agrees to defend, indemnify, and hold CITY harmless for all such losses and claims for damages at the Leased Premises as permitted by Section 768.28, Florida Statutes (2014), as the statute may be amended from time to time. Further, should COUNTY purchase commercial insurance to finance such losses, CITY must be listed as an additional insured and it is understood that any such insurance will be primary over any existing CITY insurance for losses and claims for damages arising out of the acts and operations of COUNTY. If COUNTY relies on Fire Legal Liability afforded by a Comprehensive General Liability insurance policy to provide this coverage, the sub-limit must be increased by endorsement to adequately insure the replacement cost value of the Leased Premises.

Section 8. Continued Use of the Leased Premises. COUNTY shall use the Leased Premises exclusively as a fire station. COUNTY agrees it will not close, vacate, relocate, or change the use of Leased Premises without the prior written approval of CITY. If COUNTY closes, vacates,

ATTACHMENT C

relocates, or changes the use of the Leased Premises without prior written approval of CITY, possession of the Leased Premises will revert to CITY.

Section 9. Quiet Possession. CITY shall warrant and defend COUNTY in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease Agreement.

Section 10. Notices. All notices required hereunder must be by first class mail, except that any Notice of Termination must be mailed return receipt requested. Any notice hereunder must be addressed to the party intended to receive it at the following addresses:

For CITY: City Manager
 95 Triplet Lake Drive
 Casselberry, FL 32707

For COUNTY: County Manager
 Seminole County Services Building
 1101 East 1st Street
 Sanford, FL 32771

Section 11. Fire and Casualty.

(a) If the Leased Premises are totally or partially destroyed or rendered wholly or partially untenable by fire or any other cause, COUNTY shall either: (i) restore the Leased Premises to the condition in which they existed prior to the destruction within one hundred eighty (180) days from the date of the damage; or (ii) construct a replacement fire station at COUNTY's expense, which will be owned by COUNTY and located in a different location within or near the boundaries of CITY. If COUNTY elects to construct a new fire station, then COUNTY may elect to terminate this Lease Agreement.

(b) COUNTY is responsible for maintaining fire and casualty insurance on any buildings on the Leased Premises and on any personal property located within the Leased Premises.

ATTACHMENT C

Section 12. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease Agreement by CITY or by COUNTY may be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

Section 13. Amendment or Modification. Both parties to this Lease Agreement acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease Agreement will be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease Agreement.

Section 14. Conflict Resolution. If COUNTY and CITY disagree on an application or an interpretation of a portion of this Lease Agreement, the disagreement will be settled in accordance with the "Interlocal Agreement on Mediation and Intergovernmental Cooperation" dated January 24, 1995, or any successor thereto to which both COUNTY and CITY are parties.

Section 15. Governing Law. This Lease Agreement is governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

Section 16. Conflict of Interest.

(a) CITY agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2014), relating to ethics in government.

ATTACHMENT C

(b) CITY hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2014), as this statute may be amended time from time) either directly or indirectly, in the business of CITY to be conducted here, and that no such person will have any such interest at any time during the term of this Lease Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2014), as this statute may be amended time from time; CITY hereby agrees that monies received from COUNTY pursuant to this Lease Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 17. Consent. CITY and COUNTY each covenant and agree that in all instances where its consent or approval is required pursuant to the terms of the Lease Agreement, it shall not unreasonably withhold, condition, delay or deny such consent or approval.

Section 18. Warranties of Authority.

(a) CITY warrants that:

- (1) CITY owns the buildings within which the Leased Premises are situated;
- (2) CITY has the authority to enter into this Lease Agreement with COUNTY;

and

- (3) There are no liens or similar claims upon CITY or against the buildings.

(b) COUNTY warrants that it has the authority to enter into this Lease Agreement with CITY.

Section 19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are

ATTACHMENT C

exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 20. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Lease Agreement, and may not be used to define, describe, interpret or construe any provision of this Lease Agreement.

Section 21. Effective Date and Term. The Effective Date of this Lease Agreement will be the date when the last party has properly executed this Lease Agreement as determined by the date set forth immediately below the respective signatories of the parties.

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

ATTEST:
19
BONNIE G. GARDNER, City Clerk

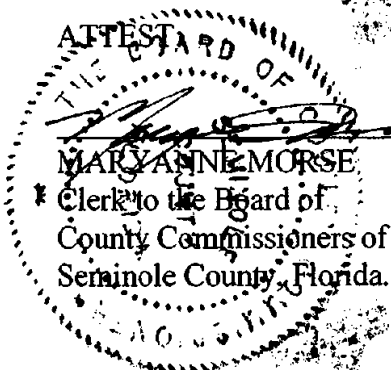
CITY OF CASSELBERRY

By: Charlene Glancy
CHARLENE GLANCY, Mayor

Date: 12/11/14

[Balance of this page intentionally left blank; signatory page continues on Page 8.]

ATTACHMENT C



For the use and reliance
Seminole County only.

Approved as to form and
legal sufficiency.

David G. Shields
County Attorney

DGS/dre

12/04/14

P:\Users\dodge\My Documents\Leases\2014\Fire Station Lease Station 25 (Casselberry) Exhibit.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

Brenda Carey
BRENDA CAREY, Chairman

Date:

12/22/2014

As authorized for execution by the Board of
County Commissioners at its December 9,
2014, regular meeting.



ATTACHMENT D

ATTACHMENT "D"

BOOK 5706 PAGE 698 CFN#2005071062

WITNESS NAME, CLERK OF DISTRICT COURT
SEMINOLE COUNTY
BK 5706 PGS 04-58-0700
CLERK'S # 2005071062
RECORDED 04/29/2005 01:15:04 PM
DEED DUE TAX 4,550.00
RECORDING FEE \$7.00
RECORDED BY L. J. Jolley

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed, this 21st day of April, 2005,

By: **MICHAEL A. GOODMAN**, an individual (hereinafter known as "Grantor")

To: **THE CITY OF CASSELBERRY, FLORIDA**, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, FL 32707 (hereinafter known as "Grantee").

WITNESSETH:

74
WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, receipt whereof, is hereby acknowledged, by these presents, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, a One Hundred Percent (100%) interest in that certain two parcels of land, situate in Seminole County, State of Florida, legally described within Exhibit "A," attached hereto ("Land"), and incorporated herein by reference.

Seminole County Parcel Numbers: 20-21-30-300-0A1C-0000, and;
20-21-30-300-0A1H-0000

Subject to taxes for the year 2005, and thereafter, and subject to easements, restrictions, encumbrances and reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Land is not the Homestead Property of Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, that Grantor is lawfully seized of a One Hundred Percent (100%) interest in the Land in fee simple, and that Grantor has good right and lawful authority to sell and convey Grantor's interest in said Land, and; hereby warrants the title to Grantor's interest in said Land, and will defend the same, to the extent of Grantor's interest, against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other.

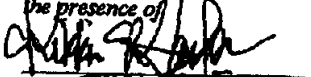
Spec. War. Deed 4-29-05
Wilshire: mag/Casselberry

1 of 3


BK 455 PG 1387


IN WITNESS WHEREOF, the Grantor has executed these presents as of the day and year above first written.

Signed, sealed and delivered in
the presence of


Name: LANI SANTIAGO


GRANTOR:
MICHAEL A. GOODMAN,

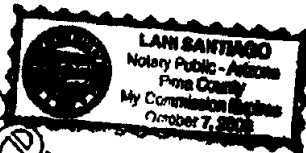
By: 
860 S.R. 434 North, Suite 7
Altamonte Springs, Fl. 32714


Name: LANI SANTIAGO

STATE OF FLORIDA ARIZONA
COUNTY OF SEMINOLE PIMA

The foregoing instrument was acknowledged before me, this 25 day of April,
2009, by Michael A. Goodman, who is personally known to me, and did not take an oath.


Notary Public
Name: LANI SANTIAGO
My Commission Expires: 10/07/2008



Spec. War. Deed 4-29-05
Wilshire: mag/Casselberry

2 of 3

BK 455 PG 1388

EXHIBIT "A"

Lot 1:

From the Northwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89 degrees 55 minutes 00 seconds, East, along the North Line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 21 South, Range 30 East, a distance of 1,227.93 feet, thence run South 47 degrees 12 minutes 42 seconds East, 255.54 feet, thence North 42 degrees 47 minutes 18 seconds East 739.91 feet; thence run South 47 degrees 12 minutes 42 seconds East, 330.00 feet; for a Point of Beginning, run thence North, 42 degrees 47 minutes 18 seconds East, 236.50 feet; thence South 47 degrees 12 minutes 42 seconds East, 260.00 feet; thence South 42 degrees 47 minutes 18 seconds West, 236.50 feet, thence North 47 degrees 12 minutes 42 seconds West, 260.00; to the Point of Beginning.

AND

LOT 2

From the Northwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89 degrees 55 minutes 00 seconds, East, along the North Line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 21 South, Range 30 East, a distance of 1,227.93 feet, thence run South 47 degrees 12 minutes 42 seconds East, 255.54 feet, thence North 42 degrees 47 minutes 18 seconds East 739.91 feet; thence run South 47 degrees 12 minutes 42 seconds East, 590 feet; to a point on the Northwest Right-of-Way line of Wilshire Boulevard; run thence South 42 degrees 47 minutes 18 seconds West, along the Northwestern Right-of-Way of Wilshire Boulevard, a distance of 40 feet, to a Point of Beginning; run thence South 42 degrees 47 minutes 18 seconds West, along the Northwestern Right-of-Way line of Wilshire Boulevard, a distance of 200.00 feet; run thence North 47 degrees 12 minutes 42 seconds West, 158 feet; run thence North 42 degrees 47 minutes 18 seconds East, 200 feet; run thence South 47 degrees 12 minutes 42 seconds East, 158 feet; to the Point of Beginning

BK 455 PG 1389

Prepared by and return to:
Catherine D. Reischmann, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873

Parcel ID: 20-21-30-300-0A1B-0000 and
20-21-30-300-0A1E-0000

MARYANNE MORSE, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
BK 08344 Pgs 1155 - 1159; (5pgs)
CLERK'S # 2014109848
RECORDED 10/07/2014 04:10:51 PM
DEED DOC TAX 6,390.00
RECORDING FEES 44.00
RECORDED BY H DeVore

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of the 7 day of October, 2014, by and between AMF BOWLING CENTERS, INC., a Virginia corporation, as successor by merger to Fair Lanes Maryland Bowling, Inc., a Maryland corporation, as successor by merger to Fair Lanes Florida Bowling, Inc., a Maryland corporation, as successor by merger to Fair Lanes Orlando Properties, Inc., a Maryland corporation ("Grantor") whose mailing address is 7313 Bell Creek Road, Mechanicsville, VA 23111, and the CITY OF CASSELBERRY, FLORIDA, a Florida municipal corporation, ("Grantee") whose address is 95 Triplet Lake Drive, Casselberry, FL 32707. (Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Seminole, State of Florida, and more particularly described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to the following:

- A) THE CONVEYANCE MADE BY GRANTOR HEREIN IS SUBJECT TO THE RESTRICTION THAT GRANTEE, AND ITS SUCCESSORS AND ASSIGNS AS THE OWNER OF THE PROPERTY HEREBY CONVEYED, WILL NOT OPERATE A BOWLING CENTER OR BOWLING FACILITY ON THE PROPERTY, NOR ALLOW ANY BOWLING USE TO BE CONDUCTED THEREON, FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE HEREOF. THIS RESTRICTION SHALL BIND GRANTEE AND GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS AND IS EXPRESSLY INTENDED TO RUN WITH THE LAND BEING HEREBY CONVEYED; and

BK 455 PG 1390

- B) Permitted Exceptions attached as Exhibit "B" and made a part hereof, the reference of which shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that the Grantor will warrant and defend the Property against all persons claiming by through or under Grantor only, but not otherwise.

IN WITNESS WHEREOF, GRANTOR has hereunder set its hand and seal the day and year first above written.

[signature page to follow]

Signed, sealed and delivered
in the presence of:

[Signature]
(signature)

Bousale Taimo
(print name)
[Signature]
(signature)

Matthew Palatnik
(print name)

AMF BOWLING CENTERS, INC., a Virginia
corporation

By: David Hochberg

Print name: David Hochberg

Title: VP Real Estate

7313 Bell Creek Road
Mechanicsville, VA 23111

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this 29th day of
September, 2014, by David Hochberg the VP Real Estate
of AMF BOWLING CENTERS, INC., a Virginia corporation (check one) ☒ who is personally
known to me or ☐ who produced _____ as identification.

Danielle Capetany
Notary Public
Print Name: Danielle Capetany
My Commission expires:

CAPESTANY
DANIELLE GIORGIANNI
NOTARY PUBLIC-STATE OF NEW YORK
No. 0106130706
Qualified in Queens County
My Commission Expires July 18, 2017

EXHIBIT "A"

Parcel A:

From the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89 degrees 55 minutes 00 seconds East along the North line of said Southwest 1/4 of the Northeast 1/4, Section 20, Township 21 South, Range 30 East, a distance of 1227.93 feet, run thence South 47 degrees 12 minutes 42 seconds East 255.54 feet, run thence North 42 degrees 47 minutes 18 seconds East 484.91 feet to the Point of Beginning; thence continue North 42 degrees 47 minutes 18 seconds East 255.00 feet, run thence South 47 degrees 12 minutes 42 seconds East 590.00 feet to a point on the Northwesterly right of way line of Wilshire Blvd., run thence South 42 degrees 47 minutes 18 seconds West along said Northwesterly right-of-way line 240.00 feet, run thence North 47 degrees 12 minutes 42 seconds West 410.00 feet, run thence South 42 degrees 47 minutes 18 seconds West 15.00 feet, run thence North 47 degrees 12 minutes 42 seconds West 180.00 feet to the Point of Beginning.

LESS AND EXCEPT that portion as set forth in Warranty Deed recorded in Official Records Book 1542, Page 1502, Public Records of Seminole County, Florida, being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89 degrees 55 minutes 00 seconds East along the North line of said Southwest 1/4 of the Northeast 1/4 of said Section 20 a distance of 1227.93 feet, run thence South 47 degrees 12 minutes 42 seconds East 255.54 feet; run thence North 42 degrees 47 minutes 18 seconds East 739.91 feet; run thence South 47 degrees 12 minutes 42 seconds East 590 feet to a point on the Northwest right-of-way line of Wilshire Boulevard, run thence South 42 degrees 47 minutes 18 seconds West along the Northwesterly right-of-way of Wilshire Boulevard, a distance of 40 feet to a Point of Beginning; run thence South 42 degrees 47 minutes 18 seconds West along the Northwesterly right-of-way line of Wilshire Boulevard a distance of 200.00 feet, run thence North 47 degrees 12 minutes 42 seconds West 158 feet, run thence North 42 degrees 47 minutes 18 seconds East 200 feet, run thence South 47 degrees 12 minutes 42 seconds East 158 feet to the Point of Beginning.

Parcel B:

From the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89 degrees 55 minutes 00 seconds East along the North line of said Southwest 1/4 of the Northeast 1/4 of Section 20, Township 21 South, Range 30 East, a distance of 1227.93 feet, run thence South 47 degrees 12 minutes 42 seconds East 255.54 feet, run thence North 42 degrees 47 minutes 18 seconds East 739.91 feet, run thence South 47 degrees 12 minutes 42 seconds East 300.00 feet to the Point of Beginning, run thence North 42 degrees 47 minutes 18 seconds East 436.50 feet to a point on the Southwesterly right-of-way line of State Road No. 436, run thence South 47 degrees 12 minutes 42 seconds East along said Southwesterly right-of-way line 30.00 feet, run thence South 42 degrees 47 minutes 18 seconds West 436.50 feet, run thence North 47 degrees 12 minutes 42 seconds West 30.00 feet to the Point of Beginning.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.
2. Water and Sewer Service Agreement by and between Florida Development and Utilities Company and Indian Hills Utilities, Inc., recorded in O.R. Book 583, Page 391, Public Records of Seminole County, Florida.
3. Decree Creating and Incorporating Lake Howell Water and Reclamation District recorded in O.R. Book 589, Page 545, Public Records of Seminole County, Florida.
4. Easement in favor of Florida Power Corporation recorded in O.R. Book 1002, Page 1446, Public Records of Seminole County, Florida.
5. Declaration of Easements recorded in O.R. Book 1180, Page 1322, as affected by Release and Termination of Declaration of Easements recorded in O.R. Book 1542, page 1495, Public Records of Seminole County, Florida.
6. All matters depicted or described on that certain Boundary Survey prepared by Southeastern Surveying, bearing survey date of August 26, 2014 and Drawing No. 00966001, including, the following:
 - a) Parcel B - Asphalt drive encroachments onto the adjacent properties to the north and south;
 - b) Parcel B - Concrete pad and transformer encroaching on the adjacent property to the north;
 - c) Parcel B - Fence encroachments onto the adjacent property to the north and south;
 - d) Parcel B - Asphalt drive encroaching over the 10' Utility Easement recorded in O.R. Book 1359, page 176;
 - e) Parcel A - Fence encroachments onto the adjacent property as shown along the boundary lines; and
 - f) Parcel A - Overhead electrical lines encroaching onto adjacent property to the north.

ATTACHMENT E

BK 455 PG 1395

Casselberry FD Personal Property Listing

Acquisition Date	Asset Type	Description	Location	Amount
11/19/01	COMPUTER EQUIP	PROJECTOR PROXIMA DP6860 XGA 2400 LUMENS	ADMIN	3,999.00
08/01/05	COMPUTER EQUIP	PROJECTOR BEN Q XGA 2200 LUMENS DIGITAL W SCREEN	FS21	2,342.32
07/25/06	COMPUTER EQUIP	MONITOR SAMSUNG SYNCMASTER 214T FLAT	ADMIN	-
07/26/06	COMPUTER EQUIP	PROJECTOR XGA 3000 LUMENS	ADMIN	1,995.00
09/18/06	COMPUTER EQUIP	SCANNER FUJITSU 5850C SCANNER W CONNECTION	ADMIN	4,950.00
05/09/07	COMPUTER EQUIP	COMPUTER MPC CLIENTPRO 424 ALL-IN-ONE	ADMIN	1,985.00
11/19/09	COMPUTER EQUIP	DELL E6400ATG	ADMIN	1,607.00
11/19/09	COMPUTER EQUIP	DELL E6400ATG	ADMIN	1,607.00
11/19/09	COMPUTER EQUIP	DELL E6400ATG	ADMIN	1,607.00
03/19/12	COMPUTER EQUIP	COMPUTERS - OPTIPLEX 790	ADMIN	867.60
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE-RESCUE SOFTWARE	RESCUE	2,446.72
06/25/12	COMPUTER EQUIP	HARDWARE FIRE-RESCUE SOFTWARE	RESCUE	2,446.72
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE/RESCUE SOFTWARE	RESCUE	2,446.72
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE/RESCUE SOFTWARE	RESCUE	2,446.72
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE/RESCUE SOFTWARE	RESCUE	2,446.72
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE/RESCUE SOFTWARE	RESCUE	2,446.70
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE/RESCUE SOFTWARE	RESCUE	2,446.70
06/05/13	COMPUTER EQUIP	GETAC D-400 LAPTOP	ADMIN	2,300.00
06/05/13	COMPUTER EQUIP	GETAC D-400 LAPTOP	ADMIN	2,300.00
06/05/13	COMPUTER EQUIP	GETAC D-400 LAPTOP	ADMIN	2,300.00
06/05/13	COMPUTER EQUIP	GETAC D-400 LAPTOP	ADMIN	2,300.00
06/05/13	COMPUTER EQUIP	GETAC D-400 LAPTOP	ADMIN	2,300.00
06/19/13	COMPUTER EQUIP	LAPTOP - GETAC V-200	ADMIN	3,462.11
06/19/13	COMPUTER EQUIP	LAPTOP - GETAC V-200	ADMIN	3,462.11
04/28/14	COMPUTER EQUIP	DELL LATITUDE E6430 ATG	RESCUE	2,176.00
04/28/14	COMPUTER EQUIP	DELL LATITUDE E6430 ATG	ADMIN	2,176.00
06/17/14	COMPUTER EQUIP	LAPTOP -GETAC V200	RESCUE	3,313.11
06/17/14	COMPUTER EQUIP	LAPTOP -GETAC V200	RESCUE	3,313.11
06/17/14	COMPUTER EQUIP	LAPTOP -GETAC V200	RESCUE	3,313.11
09/15/14	COMPUTER EQUIP	MOBILE DATA TERMINAL - I7-3520M, 2.6GHZ PROCESSOR	RESCUE	2,415.00
12/11/13	EQUIP OTHER	SPRINKLER/FIRE SAFETY "HOUSE"	ADMIN	64,114.27
09/26/86	EQUIP OTHER	PUMP AMKUS BACK-UP HAND PUMP	FS25	552.50
11/12/86	EQUIP OTHER	PUMP HAND PUMP AMKUS HAND PUMP	FS25	552.50
12/04/87	EQUIP OTHER	LAERDAL AIRWAY TRAINER	ADMIN	900.00
01/29/91	EQUIP OTHER	RESPIRATOR TEST KIT	ADMIN	575.00
01/16/92	EQUIP OTHER	VAC SUPER VAC PRESSURE VENTILATION AIR SYSTEM PPV	FS21	860.00
10/28/92	EQUIP OTHER	PATIENT SIMULATOR/DYSRHYTHMIA G	FS21	995.00
11/09/92	EQUIP OTHER	MONITOR AKRON APOLLO DECK/PORTABLE MONITOR NOZZLE	FS21	1,560.00
12/01/93	EQUIP OTHER	WASHER/EXTRACTOR UNIMAC	FS25	2,379.00
12/01/93	EQUIP OTHER	WASHER/EXTRACTOR UNIMAC	FS25	2,379.00
05/16/94	EQUIP OTHER	INSTALITE HONDA EX350 HAND HELD GAS LIGHT/SRU-21	RESCUE	675.00
02/16/95	EQUIP OTHER	GENERATOR 75KW KATOLIGHT GENERATOR	FS25	15,425.00
05/07/95	EQUIP OTHER	GENERATOR ELECTRICAL KATOLIGHT GENERATOR 75 KW	UTILITY LIFT STATIONS	15,209.00
07/10/95	EQUIP OTHER	SURGE & LIGHTING SUPPRESSION	FS25	1,338.40
08/31/95	EQUIP OTHER	TRAFFIC CONTROL EMITTER 3M & CONTROL SWITCH	FS21	1,495.00
10/31/95	EQUIP OTHER	DETECTOR CO DETECTOR/SNIFFER W CASE/STA 21 BAT#21	RESCUE	589.00
02/05/96	EQUIP OTHER	SWITCH TRANSFER SWITCH 225A 120/240 V	FS25	5,395.00
05/03/96	EQUIP OTHER	DISPLAY BOARD - NOMADIC 8 X5 3"	ADMIN	1,508.43
11/04/96	EQUIP OTHER	TRAILER BOAT TRAILER FOR RESCUE BOAT	FS21	-
05/28/97	EQUIP OTHER	RESUSCITATOR AMBUMATIC W P T CIRCUIT	FS21	1,188.65
03/18/98	EQUIP OTHER	GENERATOR COLEMAN GAS POWERED 5.5HP 3000WT	ADMIN	699.00
02/04/99	EQUIP OTHER	VALVE AKRON PISTON INTAKE RELIEF VALVE E-25	FS25	740.00
02/04/99	EQUIP OTHER	VALVE AKRON PISTON INTAKE RELIEF VALVE E-21	FS21	740.00
03/17/99	EQUIP OTHER	AIR COMPRESSOR COMPAIR MAKO FOR AIR FILL STATION	FS25	9,423.01
03/17/99	EQUIP OTHER	AIR FILL STATION STA 25	FS25	3,513.99
05/10/99	EQUIP OTHER	TEST KIT WATER FLOW TEST KIT	FS21	745.00
11/23/99	EQUIP OTHER	CARBON MONOXIDE MONITORING SYSTEM COMPAIR MAKO	FS25	3,818.00
12/10/99	EQUIP OTHER	FOG MACHINE W TIMER F-100	ADMIN	774.00
12/10/99	EQUIP OTHER	FOG MACHINE W TIMER F-100	ADMIN	774.00
04/21/00	EQUIP OTHER	HEAT SENSOR KNOX SCAN HEAT SENSOR	FS21	500.00
04/21/00	EQUIP OTHER	HEAT SENSOR KNOX SCAN HEAT SENSOR	FS25	500.00
04/25/00	EQUIP OTHER	LIGHTBAR SMARTVECTOR LIGHTBAR W SIGNALMASTER,SIREN	PD	1,272.09
09/18/00	EQUIP OTHER	PUMP AMKUS MINI PUMP GH2A W(2)20'EXT HOSES	FS21	3,689.55
09/18/00	EQUIP OTHER	PUMP AMKUS MINI PUMP GH2A W(2)20'EXT HOSES	FS25	3,689.55
09/18/00	EQUIP OTHER	PUMP AMKUS MINI PUMP GH2A W(2)20'EXT HOSES	FS25	3,689.55
09/18/00	EQUIP OTHER	PUMP AMKUS MINI PUMP GH2A W(2)20'EXT HOSES	FS21	3,689.55
09/18/00	EQUIP OTHER	COMBI TOOL AMKUS W D HANDLE	FS21	3,429.00
09/18/00	EQUIP OTHER	COMBI TOOL AMKUS W D HANDLE	FS25	3,429.00

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Acquisition Date	Asset Type	Description	Location	Amount
09/18/00	EQUIP OTHER	SPREADER AMKUS 32" RESCUE SPREADER	FS21	4,851.00
09/18/00	EQUIP OTHER	SPREADER AMKUS 32" RESCUE SPREADER	FS25	4,851.00
09/18/00	EQUIP OTHER	CUTTER AMKUS RESCUE CUTTER	FS21	2,565.00
09/18/00	EQUIP OTHER	CUTTER AMKUS RESCUE CUTTER	FS25	2,565.00
09/18/00	EQUIP OTHER	RAM AMKUS 40" RESCUE RAM	FS21	1,502.10
09/18/00	EQUIP OTHER	RAM AMKUS 40" RESCUE RAM W 10" EXTENSION	FS25	1,502.10
09/18/00	EQUIP OTHER	RAM AMKUS 30" RAM W 10" EXTENSION	FS21	1,451.70
09/18/00	EQUIP OTHER	RAM AMKUS 30" RAM W 10" EXTENSION	FS25	1,451.70
10/30/00	EQUIP OTHER	BIKE 2001 GT TIMBERLINE LTD	FS21	699.94
10/30/00	EQUIP OTHER	BIKE 2001 GT TIMBERLINE LTD	FS21	699.94
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FIRE MARSHAL	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
01/11/01	EQUIP OTHER	LIGHTBAR SMARTVECTOR W SIGNALMASTER, SIREN-FDFC#11	ADMIN	1,350.91
01/11/01	EQUIP OTHER	BREATHING AIR STORAGE SYSTEM - 4 CYLINDER 6000 PSI	FS25	4,150.00
04/09/01	EQUIP OTHER	NITROUS OXIDE UNIT W 4 "A" SIZE CYLINDERS MDS MATRX	FS25	1,750.00
10/10/01	EQUIP OTHER	FUEL TANK 1000 GAL CONVAULT W PRECAST SLAB & PUMP	FS21	9,173.46
10/10/01	EQUIP OTHER	FUEL TANK 1000 GAL CONVAULT W PRECAST SLAB & PUMP	FS25	9,173.46
12/18/01	EQUIP OTHER	DELUGE GUN HI-RISER APOLLO WATER GUN W COMPONENTS	FS21	2,584.50
02/01/02	EQUIP OTHER	GENERATOR PORTABLE 6000 WATT GAS GENERATOR DG6000	FS21	1,775.56
02/01/02	EQUIP OTHER	GENERATOR PORTABLE 6000 WATT GAS GENERATOR DG6000	FS25	1,775.56
03/11/02	EQUIP OTHER	MOTOR MERCURY 25HP OUTBOARD MOTOR W ELECTRIC START	FS21	2,238.00
03/27/02	EQUIP OTHER	DIESEL FILTRATION SYSTEM WARD "NO SMOKE"	FS21	8,488.00
03/27/02	EQUIP OTHER	DIESEL FILTRATION SYSTEM WARD "NO SMOKE"	FS21	8,488.00
03/27/02	EQUIP OTHER	DIESEL FILTRATION SYSTEM WARD "NO SMOKE"	FS21	8,488.00
04/22/02	EQUIP OTHER	AIR CONDITIONER DUOTHERM PENGUIN 13,500 BTU	RESCUE	3,124.00
04/22/02	EQUIP OTHER	AIR CONDITIONER DUOTHERM PENGUIN 13,500 BTU	RESCUE	4,357.20
05/01/02	EQUIP OTHER	MANIKIN TRAINING SIMULATOR SIMULAIDS STAT 5'10BODY	RESCUE	2,960.00
09/12/02	EQUIP OTHER	INTERCOM SYSTEM MODEL 3010 - ON #FDR-25	RESCUE	1,918.56
01/07/03	EQUIP OTHER	HAZARD HOUSE MODELTECH FIRE HAZARD SIMULATOR	FIRE MARSHAL	5,980.00
01/20/03	EQUIP OTHER	THERMAL IMAGING SYSTEM BULLARD T-3 W DIRECT CHARGE	FS21	9,200.00
01/20/03	EQUIP OTHER	THERMAL IMAGING SYSTEM BULLARD T-3 W DIRECT CHARGE	FS25	9,200.00
06/11/03	EQUIP OTHER	SCBA AP50 W/CRB EBSS 4500 45 MIN W VOICE AMPLIFIER	FS21	3,577.50
06/11/03	EQUIP OTHER	SCBA AP50 W/CRB EBSS 4500 45 MIN W VOICE AMPLIFIER	FS21	3,577.50
06/11/03	EQUIP OTHER	SCBA AP50 W/CRB EBSS 4500 45 MIN W VOICE AMPLIFIER	FS21	3,577.50
07/09/03	EQUIP OTHER	EXERCISE WEIGHT MACHINE MALIBU UNIVERSAL MACHINE	FS21	3,000.00
08/04/03	EQUIP OTHER	SAW PARTNER K-950 RESCUE SAW	FS21	1,030.25
06/16/04	EQUIP OTHER	FAN 21" TEMPEST ELECTRIC FAN BLOWER VARI SPEED	FS25	1,498.00
10/01/04	EQUIP OTHER	GENERATOR ONAN AT STA 21 681 SEMINOLA BV	FS21	24,451.00
11/02/04	EQUIP OTHER	RACK 6' ROLLING HOSE RACK	FS21	1,647.00
11/24/04	EQUIP OTHER	WASHER 30LB WASHER/EXTRACTOR HYDRAULIC W DRY CLEAN	FS21	3,645.00
11/24/04	EQUIP OTHER	DRYER 35 LB LAUNDRY & DRY CLEANING EQ DRYING TUMBL	FS21	2,315.00
02/03/05	EQUIP OTHER	POWERTEC SMITH SYSTEM P-SCS	FS21	1,099.00
03/30/05	EQUIP OTHER	EXERCISE EQUIPMENT POWERTEC SMITH SYSTEM P-SCS	RESCUE	1,099.00
06/28/05	EQUIP OTHER	FAN TEMPEST 21" ELECTRIC BLOWER VARI SPEED FAN	ADMIN	1,813.78
06/28/05	EQUIP OTHER	FAN TEMPEST 21" ELECTRIC BLOWER VARI SPEED FAN	ADMIN	1,813.78
06/30/05	EQUIP OTHER	SCBA SCOTT AIRPAK FIFTY	RESCUE	4,146.84
06/30/05	EQUIP OTHER	SCBA SCOTT AIRPAK FIFTY	RESCUE	4,146.84
06/30/05	EQUIP OTHER	SCBA SCOTT AIRPAK FIFTY	FS21	4,523.32
06/30/05	EQUIP OTHER	SCBA SCOTT AIRPAK FIFTY	FS21	4,523.32
07/15/05	EQUIP OTHER	CAP LEER MODEL 100 CAP TOPPER W WINDOWS	FIRE MARSHAL	1,049.00
09/01/05	EQUIP OTHER	STRETCHER EZ PRO R4 FSS	RESCUE	3,166.10
09/01/05	EQUIP OTHER	STRETCHER EZ PRO R4 FSS	FS21	3,166.10
12/19/05	EQUIP OTHER	FAN TEMPEST VENTILATION FAN 21" ELECTRIC BLOWER	FS21	1,674.00
12/19/05	EQUIP OTHER	FAN TEMPEST VENTILATION FAN 21" ELECTRIC BLOWER	FS21	1,674.00
12/20/05	EQUIP OTHER	SAW PARTNER K-950 RESCUE SAW W 14"X1" DIAMOND BLADE	FS25	1,217.50

Casselberry FD Personal Property Listing

Acquisition Date	Asset Type	Description	Location	Amount
12/20/05	EQUIP OTHER	SAW PARTNER K-950 RESCUE SAW W 14"X1"DIAMOND BLADE	FS25	1,217.50
12/28/05	EQUIP OTHER	DEFIBRILLATOR LIFEPAK 12	ADMIN	22,027.20
01/12/06	EQUIP OTHER	TEST SYSTEM UNIVERSAL PORTACOUNT FIT TEST SYSTEM	FS21	10,176.75
01/24/06	EQUIP OTHER	TRUCK STRUT KIT	FS25	2,543.82
02/02/06	EQUIP OTHER	THERMAL IMAGER BULLARD T3 MAX	ADMIN	10,000.00
02/02/06	EQUIP OTHER	THERMAL IMAGER BULLARD T3 MAX	ADMIN	10,000.00
02/08/06	EQUIP OTHER	DECK GUN AKRON BRASS APOLLO DECK GUN	FS25	1,765.00
02/16/06	EQUIP OTHER	PLOTTER HP DESIGNJET 800 6GB HD 95MG RAM - BLACK	ADMIN	4,845.00
04/04/06	EQUIP OTHER	SCBA TEST BIOSYSTEMS POSICHECK III LO/HI SCBA TEST	FS21	8,195.00
05/04/06	EQUIP OTHER	OPTICOM SYSTEM (ALLOWS RESCUE TO CHANGE SIGNALS)	ADMIN	121,248.00
06/26/06	EQUIP OTHER	SINK STAINLESS 2 COMPARTMENT DECONTAMINATION SINK	FS21	1,627.09
07/26/06	EQUIP OTHER	COMPRESSOR BAMO7HF3MAKO COMPRESSOR MODULE W CO MON	FS21	22,243.00
07/26/06	EQUIP OTHER	FILL STATION SCFS2-4HP FILL STATION	FS21	5,995.00
07/26/06	EQUIP OTHER	STORAGE SYSTEM (8 CYLINDERS) HC-60-4W	FS21	8,938.00
09/13/06	EQUIP OTHER	BATTERY CHARGER W/CORD FOR AUTOPULSE BATTERIES	ADMIN	1,806.68
09/13/06	EQUIP OTHER	AUTOPULSE RESUSCITATION SYSTEM W PLATFORM	ADMIN	11,069.46
09/13/06	EQUIP OTHER	AUTOPULSE RESUSCITATION SYSTEM W PLATFORM	ADMIN	11,069.46
09/13/06	EQUIP OTHER	BATTERY CHARGER W/CORD FOR AUTOPULSE BATTERIES	ADMIN	1,806.68
09/13/06	EQUIP OTHER	AUTOPULSE RESUSCITATION SYSTEM W PLATFORM	ADMIN	11,069.47
01/12/07	EQUIP OTHER	GENERATOR HONDA PORTABLE IN TK# FDFP268	FIRE MARSHAL	1,599.96
09/26/07	EQUIP OTHER	STAIR-PRO STAIR CHAIR MODEL 6252	FS25	2,078.00
09/26/07	EQUIP OTHER	STAIR-PRO STAIR CHAIR MODEL 6252	FS21	2,078.00
09/26/07	EQUIP OTHER	STAIR-PRO STAIR CHAIR MODEL 6252	FS21	2,078.00
06/09/08	EQUIP OTHER	AUTO VENT 2000 ALLIED LSP	FS21	1,700.00
06/09/08	EQUIP OTHER	AUTO VENT 2000 ALLIED LSP	FS25	1,700.00
06/09/08	EQUIP OTHER	AUTO VENT 2000 ALLIED LSP	FS25	1,700.00
07/08/08	EQUIP OTHER	MERCURY MONITOR W/4477 NOZZLE	ADMIN	1,964.50
07/08/08	EQUIP OTHER	MERCURY MONITOR W/4477 NOZZLE	ADMIN	1,964.50
12/02/08	EQUIP OTHER	FIRE EXTINGUISHER TRAINING SYSTEM BULLEX	FIRE MARSHAL	5,393.18
01/05/11	EQUIP OTHER	LATE COST	ADMIN	160.09
01/05/11	EQUIP OTHER	LATE COST	ADMIN	160.09
01/05/11	EQUIP OTHER	LATE COSTS	ADMIN	160.09
01/05/11	EQUIP OTHER	LATE COSTS	ADMIN	160.09
01/05/11	EQUIP OTHER	LATE COSTS	ADMIN	160.09
01/05/11	EQUIP OTHER	LATE COSTS	ADMIN	160.05
01/20/11	EQUIP OTHER	COT-AMBULANCE 6500 POWER PRO	RESCUE	11,341.19
01/20/11	EQUIP OTHER	COT-AMBULANCE 6500 POWER PRO	RESCUE	11,341.18
01/20/11	EQUIP OTHER	COT-AMBULANCE 6500 POWER PRO	RESCUE	11,341.18
02/02/11	EQUIP OTHER	DEFIBRILLATOR	RESCUE	36,059.10
02/02/11	EQUIP OTHER	DEFIBRILLATOR	ADMIN	36,059.10
02/02/11	EQUIP OTHER	DEFIBRILLATOR	ADMIN	36,059.10
02/02/11	EQUIP OTHER	DEFIBRILLATOR	ADMIN	36,059.10
02/02/11	EQUIP OTHER	DEFIBRILLATOR	ADMIN	36,059.09
02/02/11	EQUIP OTHER	DEFIBRILLATOR	ADMIN	36,059.09
06/02/11	EQUIP OTHER	DUMMY-RUGGED RESCUE	ADMIN	1,375.50
08/30/11	EQUIP OTHER	SPIRIT CT800 TREADMILL	FS21	3,194.00
08/30/11	EQUIP OTHER	SPIRIT CT800 TREADMILL	FS25	3,194.00
08/30/11	EQUIP OTHER	STAIRMASTER SM916 STEPMILL	FS21	6,069.00
09/30/11	EQUIP OTHER	ACCESS CONTROL SYSTEM	FS21	10,388.83
09/30/11	EQUIP OTHER	ACCESS CONTROL SYSTEM	FS25	10,388.83
09/30/11	EQUIP OTHER	LIGHTBAR WITH OPTICOM	ADMIN	2,893.89
02/01/12	EQUIP OTHER	5 SENSOR EAGLE 2 GAS MONITOR	ADMIN	2,815.00
02/01/12	EQUIP OTHER	5 SENSOR EAGLE 2 GAS MONITOR	ADMIN	2,815.00
03/28/12	EQUIP OTHER	GENESIS C-236 CUTTER	FS25	6,503.86
03/28/12	EQUIP OTHER	C-165 CUTTER	FS21	5,553.28
03/28/12	EQUIP OTHER	S49-XL SPREADER	FS21	6,508.61
03/28/12	EQUIP OTHER	S49-XL SPREADER	FS21	6,508.61
03/28/12	EQUIP OTHER	MACH III OUTLAW HONDA 6.5	FS21	10,356.56
03/28/12	EQUIP OTHER	MACH III OUTLAW HONDA 6.5	FS21	10,356.56
03/28/12	EQUIP OTHER	C-30 MINI CUTTER	FS21	2,031.39
03/28/12	EQUIP OTHER	C-30 MINI CUTTER	ADMIN	2,031.39
03/28/12	EQUIP OTHER	26-59 TELESCOPING RAM	ADMIN	6,070.30
03/28/12	EQUIP OTHER	26-59 TELESCOPING RAM	ADMIN	6,070.30
03/28/12	EQUIP OTHER	E-FORCE 14-C VARIO	ADMIN	10,366.06
03/28/12	EQUIP OTHER	E-FORCE 14-C VARIO	ADMIN	10,366.06
03/28/12	EQUIP OTHER	POWER WEDGE KIT IN BAG	ADMIN	1,730.05
03/28/12	EQUIP OTHER	POWER WEDGE KIT IN BAG	ADMIN	1,730.05
03/28/12	EQUIP OTHER	QUICK-KUT HAMMER & IMPACT	ADMIN	3,410.68
03/28/12	EQUIP OTHER	QUICK-KUT HAMMER & IMPACT	ADMIN	3,410.68
03/28/12	EQUIP OTHER	QUICK-KUT HAMMER & IMPACT	ADMIN	3,410.68
03/28/12	EQUIP OTHER	QUICK-KUT HAMMER & IMPACT	ADMIN	3,410.68
03/28/12	EQUIP OTHER	QUICK-KUT HAMMER & IMPACT	ADMIN	3,410.68
09/06/12	EQUIP OTHER	FIRE CHAIN SAW	ADMIN	1,569.88
09/06/12	EQUIP OTHER	FIRE CHAIN SAW	ADMIN	1,569.88
09/06/12	EQUIP OTHER	FIRE CHAIN SAW	ADMIN	1,569.88
02/21/13	EQUIP OTHER	STRETCHER POWER LOAD	ADMIN	22,700.00

Casselberry FD Personal Property Listing

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Casselberry FD Personal Property Listing

Acquisition Date	Asset Type	Description	Location	Amount
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.37
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.37
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.37
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.42
10/24/13	RADIOS & EQUIP	RADIO MOTOROLA APX700XE	ADMIN	5,955.00
10/24/13	RADIOS & EQUIP	RADIO MOTOROLA APX700XE	ADMIN	5,955.00
10/24/13	RADIOS & EQUIP	RADIO MOTOROLA APX700XE	ADMIN	5,955.00
10/24/13	RADIOS & EQUIP	RADIO MOTOROLA APX700XE	ADMIN	5,955.00
10/24/13	RADIOS & EQUIP	CHARGER MOTOROLA	ADMIN	1,080.00
02/01/01	VEHICLES	TRUCK FD251 FORD 2001 1/2 TON F-150 CREW CAB	ADMIN	25,107.90
07/05/01	VEHICLES	FIRE TRUCK #FD200 2001 PIERCE ENFORCER WITH PUMP	FS21	245,090.00
04/18/02	VEHICLES	TRUCK #FD223 YUKON 2002 GMC 4X2	RESCUE	26,966.00
02/18/04	VEHICLES	TRUCK #FD280 2004 CHEVROLET SILVERADO V8 CREWCAB	ADMIN	38,955.80
06/16/05	VEHICLES	TRUCK #FD266 CHEVROLET SILVERADO 2005	FIRE MARSHAL	17,577.00
09/01/05	VEHICLES	FIRE TRUCK #FDE204 2005 SUTPHEN SP70 TOWERPLATFORM	FS21	576,666.00
01/05/07	VEHICLES	AMBULANCE RESCUE #FDR224 2007 FREIGHTLINER ALF M2	FS25	199,411.09
04/16/07	VEHICLES	CAR #FD269 2007 CHEVY IMPALA W LIGHT KIT	ADMIN	19,079.00
05/14/07	VEHICLES	TRUCK #FD268 2007 CHEVY SILVERADO WITH TRUCK CAP	FIRE MARSHAL	21,070.33
01/15/12	VEHICLES	2012 CHEVY SUBURBAN W/ RUNNER KIT	ADMIN	42,832.00
03/31/12	VEHICLES	FD SUBURBAN ADD-ONS	FS21	5,119.69
04/11/12	VEHICLES	CABINETS/SLIDE - 2012 CHEVY SUBURBAN	ADMIN	3,648.00
12/13/12	VEHICLES	S3 SUTPHEN CUSTOM PUMPER	ADMIN	435,075.00
07/11/13	VEHICLES	2013 FIRE RESCUE VEHICLE AMBULANCE	FS21	264,435.00
03/11/14	VEHICLES	AMBULANCE 2006 MED-TEC RESCUE	RESCUE	31,000.00
TOTAL				3,768,882.46

COPY

RESOLUTION 14-2685

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING AND AUTHORIZING THE FIRE AND EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND CITY OF CASSELBERRY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Casselberry has maintained fire and emergency medical service protection for the benefit of its residents and the community; and

WHEREAS, consolidation of Fire and Emergency Medical Services from the City of Casselberry into Seminole County has been considered for several years and is expected to lead to higher levels of organizational and cost efficiencies; and

WHEREAS, Seminole County agrees to render to the City of Casselberry fire and emergency medical services, and the City of Casselberry desires to receive such services upon the terms and conditions set forth in an Interlocal Agreement; and

WHEREAS, the current level of fire and emergency medical services that the residents of the City currently enjoy will continue to be provided by the Seminole County Fire Department after consolidation occurs; and

WHEREAS, City of Casselberry staff has reviewed the Interlocal Agreement and finds it acceptable to meet the needs of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves the Fire and Emergency Medical Services Interlocal Agreement Between Seminole County and City of Casselberry (attached as Exhibit A), and authorizes the Mayor to execute said document on behalf of the City.

SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

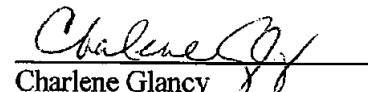
SECTION III. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 8th day of December, AD 2014.

ATTEST:


Donna G. Gardner
City Clerk


Charlene Glancy
Mayor/Commissioner