

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

THIS FIRST AMENDMENT is to that certain Agreement made and entered into on the 22nd day of December, 2014, 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 "COUNTY," and **CITY OF CASSELBERRY**, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, CITY and COUNTY entered into the above referenced Agreement on December 22, 2014, to provide fire, rescue, and emergency medical services to CITY (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement so as clarify the provision regarding fire taxes and fees, to provide for CITY's fire impact fees, to modify the cost responsibility for maintenance of Fire Station 25 set forth in the Attachment C Lease of Fire Station 25, to modify the list of personal property being transferred from CITY to COUNTY, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 10 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Agreement, the parties agree to amend the Agreement as follows:

1. Section 4(a) of the Agreement is amended as follows:

(a) Fire Taxes/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. 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 Section 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 (2015), concerning public meetings, as these statutes may be amended from time to time, and all other applicable law.

2. New Section 4(e) of the Agreement is added as follows:

(e) Fire Impact Fees:

(1) Fire Impact Fees collected by the CITY prior to October 1, 2015 will remain CITY property and be expended for eligible capital improvements on or before that date.

(2) CITY shall collect the Fire Impact Fees after October 1, 2015. Impact Fees imposed and collected after October 1, 2015 will be COUNTY property and will be remitted to COUNTY on at least quarterly basis along with sufficient accounting and supporting documentation from CITY as to the parties' planned use of these fees. These fees will be retained in COUNTY's Fire Impact Fee Fund to be used for future capital improvements for the

expansion of fire and emergency services within the CITY as required by law and subject to the joint approval of CITY and COUNTY.

(3) COUNTY shall provide written, advance notice to CITY as to proposed expenditures of the Fire Impact Fee proceeds collected within the CITY and obtain CITY's concurrence in the proposed expenditures. CITY and COUNTY shall confer jointly on an annual basis as to projected capital expansion needs to be financed in whole or in part from the Fire Impact Fees.

(4) At such time as COUNTY implements a future revision to its current Fire Impact Fee rate schedule after appropriate analysis, CITY shall adopt COUNTY's revised Fire Impact Fee rate and schedule.

3. Attachment C of the Agreement, Lease Agreement for Fire Station 25, is amended by deleting Section 4 of this Lease Agreement and replacing it with the following in both Attachment C to the Agreement and in the Lease Agreement itself:

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. COUNTY 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 continue these responsibilities at COUNTY's expense. During this two-year period, COUNTY shall bill CITY for these expenses by the 10th day of each month following the month in which these

responsibilities are performed. CITY shall pay these bills in accordance with Chapter 218, Part VII, Florida Statutes (2015), as this statute may be amended from time to time. The expenses described in this Section 4 that CITY reimburses to COUNTY will not be included in the Fire/EMS operational expenditures described in Section 4(c)(2) of the Fire and Emergency Medical Services Interlocal Agreement between Seminole County and City of Casselberry. 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.

4. Attachment E of the Agreement is deleted and replaced with the Attachment E attached to this First Amendment.

5. Except as modified by this First Amendment, all terms and conditions of the Agreement will remain in full force and effect for the term of the Agreement, as originally set forth in this Agreement.

6. The Effective Date of this First Amendment will be the date when the last party has properly executed this First Amendment as determined by the date set forth immediately below the respective signatures of the parties.

[Balance of this page intentionally blank; signatory page follows on Page 4.]

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

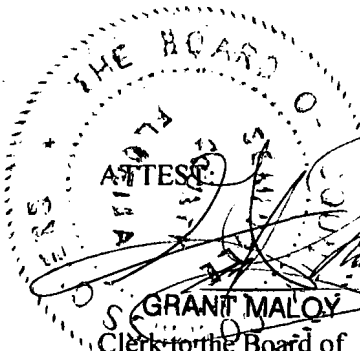
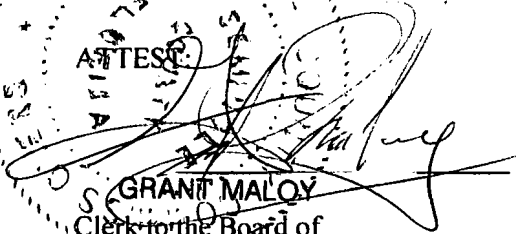
ATTEST:


DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY

By: 
CHARLENE GLANCY, Mayor

Date: 6/27/16


ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

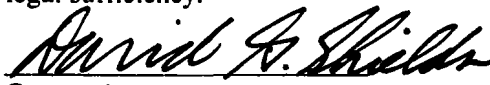
By: 
JOHN HORAN, Chairman

Date: 2/14/17

For the use and reliance
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its FEB. 14,
2017, regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

DGS/dre
06/21/16

Attachment:

Attachment E – List of Equipment

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ATTACHMENT E

Asset #	RFID TAG #	Serial Number	Asset Description	Asset Description 2	Location	Eqm C	Equipment Class
55310	00000000000000000000000000386D	1HTMNAAL4EH758100	FIRE RESCUE AMBULANCE		L021	103	Heavy Trucks
55311	00000000000000000000000000383B	1207M051	MACH III OUTLAW 6.5		L021	203	Pumps
55312	000000000000000000000000003832	1207M054	MACH III OUTLAW 6.5		L021	203	Pumps
55313	003149000000000000000000001974	D00392	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L021	707	Misc Fire Equipment
55314	003149000000000000000000001A5A	D00391	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L021	707	Misc Fire Equipment
55315	003149000000000000000000002CBB	D00382	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L021	707	Misc Fire Equipment
55316	003149000000000000000000002CBC	D00393	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L021	707	Misc Fire Equipment
55317	0000000000000000000000000003953	3NSRTA573FG501610	POLARIS EMS CART		L021	107	Agri/Util Equipment
55318	003149000000000000000000002676	D00390	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L025	707	Misc Fire Equipment
55319	003149000000000000000000001A5F	D00389	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L025	707	Misc Fire Equipment
55320	003149000000000000000000001A39	1504000184	WASHING MACHINE		L025	212	Vacuum Cleaners, Etc
55321	0031490000000000000000000026D8	1504000185	WASHING MACHINE		L025	212	Vacuum Cleaners, Etc
55322	00000000000000000000000000381A	1GNWKLEGO0CR204493	CHEVY SUBURBAN		LA10	103	Heavy Trucks
55323	00314900000000000000000000019AA	39382549	DEFIBRILLATOR		L021	707	Misc Fire Equipment
55324	0031490000000000000000000001A33	39382552	DEFIBRILLATOR		L021	707	Misc Fire Equipment
55325	003149000000000000000000000262A	39382548	DEFIBRILLATOR		L021	707	Misc Fire Equipment
55326	003149000000000000000000002C8F	39382551	DEFIBRILLATOR		L021	707	Misc Fire Equipment
55327	003149000000000000000000002652	39382556	DEFIBRILLATOR		L021	707	Misc Fire Equipment
55328	0031490000000000000000000002C83		FIRE ALERTING SYSTEM	WINTER PARK STATION.64	L051	408	Alerting Receivers, Scanners
55329	000000000000000000000000003889	19	E-FORCE 14C VARIO		L021	707	Misc Fire Equipment
55330	000000000000000000000000003964	15	E-FORCE 14C VARIO		L025	707	Misc Fire Equipment
55331	0000000000000000000000000039AB	159A1BNW4121003094	FIRE PUMPER TRUCK	SUTPHEN S3	L021	103	Heavy Trucks
55332	0000000000000000000000000037E2		POWERLOAD STRETCHER		L025	707	Misc Fire Equipment
55333		562CPV0261	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55334		562CPV0260	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55335		562CPV0259	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55336		562CPV0262	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55337	000000000000000000000000003941	1HTMNAAM06H255688	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55338	0000000000000000000000000038A4	1M9BE3938D1933392	MED-TEC FIRE RESCUE		L021	103	Heavy Trucks
55339			EDUCATIONAL TRAILER		L021	105	Trailers

Asset #	RFID TAG #	Serial Number	Asset Description	Asset Description 2	Location	Eqm Cls	Equipment Class
55339	003149000000000000000002BFD	150001DAY11240	STEPMILL STAIRMASTER SM916		L021	300	Park & Recreation Equipment
55340	000000000000000000000003954	5W1419	CUTTER C-165		L021	700	Fire Equipment
55341	000000000000000000000003938	SG1413	SPREADER S49-XL		L021	700	Fire Equipment
55342	000000000000000000000003937		MINI CUTTER C-30		L021	700	Fire Equipment
55343	00000000000000000000000385E	CS1601	SPREADER S49-XL		L021	700	Fire Equipment
55344	000000000000000000000003893	JW149	CUTTER GENESIS C-236		L025	700	Fire Equipment
55345	003149000000000000000002C49	527CNM2391	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55346	003149000000000000000002C13		MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55347	003149000000000000000002C46	527CNM2393	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55348	003149000000000000000002CA3	527CNM2394	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55349	003149000000000000000002CEE	527CNM2395	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55350	003149000000000000000002CE6	527CNM2396	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55351	003149000000000000000002C5A	527CNM2397	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55352	003149000000000000000002C31	527CNM2399	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55353	003149000000000000000002CB9	527CNM2400	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55354	003149000000000000000002C00	527CNM2401	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55355		527CNM2402	MOTOROLA RADIO APX 6500	AT WINTER PARK	L051	402	Radios Portable
55356	003149000000000000000002C4E	527CNM2404	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55357	003149000000000000000002637	527CNM2405	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55358	003149000000000000000002692	527CNM2406	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55359	00314900000000000000000262F	527CNM2407	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55360	003149000000000000000002629	527CNM2408	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55361	00314900000000000000000263D	527CNM2409	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55362		527CNM2410	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55363	000000000000000000000003844	WR115	TELESCOPING RAM		L021	700	Fire Equipment
55364	000000000000000000000003939	WR117	TELESCOPING RAM		L025	700	Fire Equipment
55365	0000000000000000000000038AB		MINI CUTTER		L021	700	Fire Equipment
55366	000000000000000000000003833		POWER WEDGE KIT		L021	700	Fire Equipment
55367	00000000000000000000000383A		POWER WEDGE KIT		L021	700	Fire Equipment
55368	00000000000000000000000391D		QUICK-KUT HAMMER AND IMPACT		L025	700	Fire Equipment
55369	0000000000000000000000038AA		QUICK-KUT HAMMER AND IMPACT		L021	700	Fire Equipment
55370	00000000000000000000000394A		QUICK-KUT HAMMER AND IMPACT		L021	700	Fire Equipment
55371	0000000000000000000000037F2		QUICK-KUT HAMMER AND IMPACT		L021	700	Fire Equipment
55375	003149000000000000000002CDC	FR9BW1	QUICK-KUT HAMMER AND IMPACT		L025	700	Fire Equipment
55376	003149000000000000000002675		DELL LATITUDE E6430 ATG		L011	570	Computer Equipment
55377	003149000000000000000002675		APX 7000 IMPRESS		L011	570	Computer Equipment
55378	003149000000000000000002CE8	RD539S0752	GETAC S-400 LAPTOP		L021	570	Computer Equipment
55378	0031490000000000000000026D0	RD539S0753	GETAC S-400 LAPTOP		L021	570	Computer Equipment

55379	003149000000000000000026D7	RD539S0755	GETAC S-400 LAPTOP		L021	570	Computer Equipment
55380	00314900000000000000002CC5	RD539S0756	GETAC S-400 LAPTOP		L025	570	Computer Equipment
55381	00314900000000000000002CEF	RD539S0754	GETAC S-400 LAPTOP		L025	570	Computer Equipment
55382	003149000000000000000026B2	RD663V0053	GETAC V-200 LAPTOP		L021	570	Computer Equipment
55383	00314900000000000000002CB1	RD663V0054	GETAC V-200 LAPTOP		L025	570	Computer Equipment
55384	0000000000000000000000382C	41596463	DEFIBRILLATOR LIFE PAC		L021	707	Misc Fire Equipment
55385	003149000000000000000026E8		MOTOROLA CHARGER		L021	400	Communications Equipment
55386	00314900000000000000002C8F	13380169	STEPMILL STAIRMASTER SMS		L025	300	Park & Recreation Equipment
55387	0031490000000000000000267A	F8VGY21	DELL LATITUDE E6430 ATG		L011	570	Computer Equipment
55388	00000000000000000000003934	101040422	AMBULANCE COT POWER PRO 6500		L021	707	Misc Fire Equipment
55389	0000000000000000000000386F	101040221	AMBULANCE COT POWER PRO 6500		L025	707	Misc Fire Equipment
55390	0000000000000000000000037E1		AMBULANCE COT POWER PRO 6500		L021	707	Misc Fire Equipment
55391	0000000000000000000000382C	562CNM1937	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55392		562CNM1939	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55393		562CNM1938	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55394		562CNM1940	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55395		562CNM1941	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55396		562CNM1942	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55397		562CNM1943	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55398		562CNM1944	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55399		562CNM1945	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55400		562CNM1946	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55401		562CNM1947	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55402		562CNM1948	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55403		562CNM1949	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55404		562CNM1950	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55405		562CNM1951	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55406		562CNM1952	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55407		562CNM1953	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55408		562CNM1954	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55409		562CNM1955	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55410		562CNM1956	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55411		562CNM1957	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55412		562CNM1958	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55413		562CNM1959	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55414		562CNM1960	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55415		562CNM1961	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55416		562CNM1962	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable

55417		562CNM1963	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55418		562CNM1964	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55419		562CNM1965	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55420		562CNM1966	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55421		562CNM1967	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55422		562CNM1968	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55423		562CNM1969	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55424		562CNM1970	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55425		562CNM1971	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55426		562CNM1972	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55427	003149000000000000000002CA6	GH1FBW1	DELL LATITUDE E6430 ATG		L011	570	Computer Equipment
55428	003149000000000000000002C89	RE563V0320	GETAC V-200 LAPTOP		L025	570	Computer Equipment
55429	003149000000000000000002C1B	RE563V0321	GETAC V-200 LAPTOP		L021	570	Computer Equipment
55430	003149000000000000000002C85	RE563V0322	GETAC V-200 LAPTOP		L011	570	Computer Equipment
55431	003149000000000000000002CA1	2MTGYZ1	DELL LATITUDE E6430 ATG		L011	570	Computer Equipment
55432	003149000000000000000002CE0	RE839S0607	GETAC S-400 LAPTOP		L011	570	Computer Equipment
55433	00314900000000000000000261C	527CNM239CA	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55434	00314900000000000000000262B	527CNM2403	MOTOROLA RADIO APX 6500		L051	402	Radios Portable



Vehicle Type	Year	Make	Model	Other Spec Notes	Serial Number/VIN	Location	New County Fleet Number	Shop Providing Inspection	PDI Date
ATV	2015	Polaris	EMS Cart		3NSRTAST3FGS01610	Station 21	55317	Light	
Car	2007	Chevrolet	Impala	w/ light kit	2G1WSS8R479352110	Fire Chief	100638	Light	
Engine		Sutphen	Engine	Custom pumper	159A18ND4D1003094	Station 21	55331	Fire	
Engine	2001	Pierce	Engine	Enforcer w/ pump	4P1CT02U71A001511	Station 21	100640	Fire	
Engine	2005	Sutphen	Tower	Model SP70	159A7LE752003067	Station 25	100641	Fire	
Pickup	2001	Ford	F150	1/2 ton crew cab	1FTRW07L51KA30526	Station 25	100642	Light	
Pickup	2004	Chevrolet	Silverado	VB crew cab	1GCHC23G64F192011	Station 21	100643	Light	
Pickup	2002	GMC	Yukon	4x2	1GKEC13V82J257032	Station 21	100644	Light	
Pickup	2005	Chevrolet	Silverado		1GCEC19T15Z305980	Prevention	100645	Light	
Pickup	2007	Chevrolet	Silverado	w/ truck cap	1GCEC19C97604359	Prevention	100646	Light	
Rescue	2006	Med-Tec	Rescue		1HTMNAAM06H255688	Station 25	55337	Fire	
Rescue	2014	International	Rescue		1HTMNAAL4EH758100	Station 21	55310	Fire	
Rescue	2007	Freightliner	Rescue	Model M2	1FVACWC507HX86345	Station 25	100649	Fire	
SUV	2012	Chevrolet	Suburban	W/ Runner kit; Cabinets/slide	1GNWKLEGGCR204493	Station 21	100650	Light	
Boat	1997	Dive Boat	Dive Boat	Rescue One 16' Boat	OMCR40A9C595	Station 21	100651	Light	
Chain Saw		Chain Saw	Chain Saw		175410940	Headquarters	100652	Light	
Chain Saw		Chain Saw	Chain Saw		175410942	Headquarters	100653	Light	
Chain Saw		Chain Saw	Chain Saw		175410948	Headquarters	100654	Light	
Generator		Honda		EV 6500 IS		Station 21	100655	Light	
Generator		Portable	6000 Watt	gas generator	08292	Station 21	100656	Light	
Generator		Onan	Generator			Station 21	100657	Light	
Generator		Portable	6000 Watt	gas generator	08293	Station 25	100658	Light	
Generator		Katolight	75kw Generator		C41999	Station 25	100659	Light	
Generator		Coleman	5.5hp 300wt Genei	gas powered	76520313	Headquarters	100660	Light	
Generator		Honda		EV:6500 IS		Headquarters	100661	Light	
Generator		Honda	Portable generator		EZGF1186611	Fire Marshal	100662	Light	
Rescue Saw		Partner	K-950 Rescue Saw		968304400031300000	Station 21	100663	Light	
Rescue Saw		Partner	K-950 Rescue Saw		51400238	Station 25	100664	Light	
Trailer		Boat Trailer	Boat Trailer	Dive boat trailer	R1000528	Station 21	100667	Light	
Rescue Saw		Partner	K950 Rescue Saw		05-2000174		100668	Light	
Trailer	2013	Mobil Concept	Tri Axle Trailer		1M98E3938D1933392		55338	23-09-15	
Trailer	2015	Covered Wag	Trailer		53FBE122XF017375		100671	23-09-15	
Rescue Saw		Partner	K1200-2		5050002		100673	23-09-15	

LEGIBILITY UNSATISFACTORY
FOR SCANNING