

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Memorandum of Understanding between Seminole Community Volunteer Program and Seminole County

DEPARTMENT: Public Safety **DIVISION:** Emergency Management

AUTHORIZED BY: K.M. Roberts **CONTACT:** S. Watts **EXT.** 5131

Agenda Date 6/28/05_ Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and the Seminole Community Volunteer Program (SCVP).

BACKGROUND:

The Seminole Community Volunteer Program (SCVP) and Seminole County Volunteer Emergency Support Function (ESF 15) work very closely together during times of need. The Emergency Management Division relies on volunteers during disaster situations to provide assistance in many of the necessary duties involved in responding to disaster situations.

In order to be able to utilize the resources of the SCVP, it is necessary to execute a Memorandum of Understanding (MOU) so that the individuals responding to our needs and the County have a clear understanding of the roles and responsibilities of both parties.

As required by SCVP, this MOU will be in effect for a period of three (3) years starting on June 1, 2005 and ending June 1, 2008.

Reviewed by:	
Co Atty:	<u>[Signature]</u>
DFS:	
Other:	
DCM:	<u>SS</u>
CM:	<u>[Signature]</u>
File No.	<u>CPSEM01</u>



MEMORANDUM OF UNDERSTANDING

Between

SEMINOLE COMMUNITY VOLUNTEER PROGRAM, INC. (SCVP)

Sponsors of

Retired & Senior Volunteer Program, Inc. (RSVP)/Seminole Volunteer Center (SVC)

Mailing Address: P.O. Box 951636, Lake Mary, FL 32795-1636

Telephone (407) 323-4440 Fax (407) 323-8001 Email: rsvpsem@aol.com

AND

Agency/Volunteer Station Name

Seminole County

Address

1101 E First Street

City

Sanford

Zip Code

32771

Phone

Fax

E-Mail

This Memorandum of Understanding (MOU) contains basic provisions, which will guide the working relationship between SCVP and the Agency/Volunteer Station named above. This MOU may be amended, in writing at any time with concurrence of both parties and must be renegotiated at least every three years. This agreement will be in effect from 6/1/05 to 6/1/08.

A. SEMINOLE COMMUNITY VOLUNTEER PROGRAM, INC. WILL:

- Recruit, interview, select and enroll volunteers in the project.
Review acceptability of volunteer assignments and refer volunteers to volunteer stations for placement.
Furnish adequate accident, public liability and excess automobile insurance coverage as required by program policies.
Instruct volunteers in the proper use of monthly reports, reimbursement guidelines and SCVP procedures.
Periodically monitor volunteer activities by contact with volunteer stations, through visits, phone calls and surveys to assess and/or discuss needs of volunteers and the volunteer station.
Reimburse RSVP volunteers (age 55 years and over) for transportation costs between their home and the volunteer station in accordance with RSVP policies and as funding permits.
Stipulate that no SCVP volunteer will be considered a county employee under any circumstances not will they be entitled to any benefits normally accruing to employees of the county.
Acknowledge that all documents submitted to the County relative to this agreement or its performance will be public record and subject to all provisions of the Public Records Act.
Inform volunteers participating of the requirement to execute a hold harmless similar to the one attached to this memorandum of understanding.

B. THE VOLUNTEER STATION WILL:

- Stipulate that no SCVP volunteer will be considered a county employee under any circumstances not will they be entitled to any benefits normally accruing to employees of the county.

- ❖ Require that all volunteers participating execute a hold harmless similar to the one attached to this memorandum of understanding.
- ❖ Provide written volunteer job descriptions for each volunteer assignment to SCVP in order to assist with the recruitment process.
- ❖ Interview volunteers referred by SCVP and make the final decision on the assignment of volunteers.
- ❖ Implement orientation, in-service instruction, or special training of volunteers.
- ❖ Provide supervision of volunteers during their assignment.
- ❖ Collect and validate appropriate volunteer service records for submission to SCVP office by the 5th of each month.
- ❖ Assure adequate health and safety provisions for the protection of the volunteers.
- ❖ Investigate and report any accidents and/or injuries involving SCVP volunteers immediately to the SCVP office
- ❖ Agrees that SCVP volunteers will not conduct or engage in religious, sectarian or political activities.
- ❖ Not assign SCVP volunteers to any assignment, which would displace employed workers or impair existing contracts for service.
- ❖ Not discriminate against SCVP volunteers on the basis of race, color, national origin, sex, age, political affiliation, religion or disability.
- ❖ Specify that Seminole Community Volunteer Program, Inc. (SCVP) volunteers are participants in the volunteer station's program in publicity featuring such volunteers.
- ❖ Complete survey instruments prepared by SCVP to assist in data collection required to measure volunteers' impact upon the Volunteer Station.

The volunteer stations may request the removal of a SCVP volunteer at any time. The volunteer may withdraw from service at the Volunteer Station at any time. Discussion of individual separations will occur among SCVP staff, Volunteer Station Staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including placement of the volunteer with another volunteer Station.




This Memorandum of Understanding contains all the items and conditions agreed upon SCVP and the Volunteer Station. Conditions of the Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed every three years to permit needed changes.

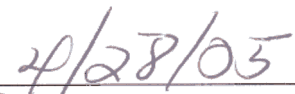
Signed:

Chairman, Seminole County Board of County Commission	Date
Carlton D. Henley	Chairman
Printed Name	Title





 SCVP Executive Director



 Date





THE CIMA COMPANIES, INC.

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Volunteers Insurance Service

VOLUNTEERS INSURANCE SERVICE (VIS®) INSURANCE PROGRAM

It doesn't happen often, but when it does, the results can be serious...a volunteer is injured, or injures someone else, while performing his or her volunteer duties. One of the benefits of volunteering for this organization is that you are provided insurance protection in case these things happen to you. There are three kinds of coverage; check with your volunteer coordinator to see which coverages your organization has chosen to provide to you.

SUMMARY OF COVERAGES

I. Excess Accident Medical Coverage

This coverage is in excess of Medicare, Medicaid, and any other insurance that you have in place. The excess accident medical coverage will pay up to \$25,000 for medical treatment, hospitalization and licensed nursing care required as the result of a covered accident. The insurance applies while you are traveling directly to and from, and while you are participating in, volunteer-related activities. **Initial medical expenses must be incurred within 60 days of the accident. Expenses are then covered for a one-year period following the accident.**

Other than X-rays, dental care is covered up to \$500 per tooth for accidental injury to teeth and repair of dentures. Maximum benefit is \$900 per accident.

This coverage also provides up to \$50 for repair or replacement of eyeglass frames and up to \$50 for repair or replacement of eyeglass prescription lenses damaged as a result of a covered accident.

The maximum payment under this coverage, including dental and eyeglass expenses, is \$25,000.

This insurance does not duplicate benefits payable under Medicare or any other valid and collectible insurance coverage.

Accidental Death and Dismemberment Coverage

In addition to the accident medical coverage, the underwriter will pay the following benefits for death or loss of limb or sight, occurring within one year as a result of a covered accident. See coverage details at www.cimaworld.com.

Exclusions to Accident Insurance

A complete listing of the exclusions is detailed in the insurance policy. Please go to www.cimaworld.com for details.

II. Excess Volunteer Liability Insurance

All registered volunteers (collectively) of an organization are provided with excess volunteer liability insurance at a limit of \$1,000,000 per occurrence (subject to an annual aggregate for each named organization). This policy provides protection if you are liable for bodily injury or property damage arising out of the performance of your duties. **This coverage is in excess of and noncontributing with any other valid and collectible insurance you may have.**

Exclusions to Volunteer Liability Insurance

A complete listing of the exclusions is included in the insurance policy details, which are available at www.cimaworld.com.

II. Excess Automobile Liability Insurance

This coverage provides an extra layer of protection for you as a registered volunteer driver while performing your duties. This insurance applies only after your own insurance is exhausted, or the policy's retention has been exceeded. You are protected for bodily injury or property damage claims arising out of your activities, (including driving directly between your home and your workstation.)

The liability policy is written at a combined single limit (including both bodily injury and property damage) of \$500,000 each accident. This insurance is in excess of the greater of:

- A. \$50,000 each accident
- B. an amount equal to the applicable limits of liability of any other collectible insurance; or
- C. an amount equal to the minimum limit of liability required under the motor vehicle financial responsibilities laws of the state in which the accident occurs.

It is important to remember that you must maintain your own auto liability coverage at least equal to the state-required minimums. Also, please remember that this coverage does not apply to any damage to your vehicle.

Exclusions to Excess Automobile Liability Insurance

A complete listing of the exclusions is in the policy details at www.cimaworld.com.

III. Commonly asked questions

- My car was damaged in an accident while I was volunteering; will you cover my deductible for the repairs?

No. The coverage is for liability claims only. There is no coverage for damage to your car.

- Medicare says that your insurance should pay first. What should I do?

We can help! Our coverage is specifically excess over Medicare. Call us at 800.468.4200 and we will assist you.

- I see that the policy provides excess protection if I cause bodily injury or property damage. What if there is an allegation of sexual misconduct or sexual abuse?

The policy does not provide protection in the event of a criminal proceeding, but it may provide protection in the event of a civil proceeding. You would be entitled to a defense against an allegation of sexual abuse or sexual misconduct under the personal liability contract. **However, the policy would not defend or indemnify you if you admitted wrongdoing, or if the allegations against you proved true.**

- How do I file a claim?

For any type of claim, you first need to see your volunteer coordinator. If you have an accident claim, you will need a "proof of loss" form (available at our Web site www.cimaworld.com) Both you and the coordinator must complete the form and mail it to CIMA. Keep a copy for your records. Submit your bills to Medicare or any other existing insurance first. Once you have their "explanation of benefits" form(s), send those to CIMA at the address shown on this brochure, along with a copy of your "proof of loss" form.

For a claim against you alleging that you caused bodily injury or property damage while volunteering, contact your volunteer coordinator immediately. Provide as much detail as possible about the incident, and obtain any police reports. Your coordinator will then pass this information to CIMA, along with a statement that you were volunteering at the time of the incident.

Further questions?

Visit our Web site, www.cimaworld.com. We have copies of the policies along with additional information concerning the extent and the limitations of these policies.

About Volunteers Insurance Service:

This insurance program is provided by Volunteers Insurance Service Association, Inc. a risk purchasing group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.).

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
SEMINOLE COUNTY PUBLIC SAFETY SERVICES VOLUNTEER PROGRAM

I, _____, wish to participate in Seminole County Public Safety Services Volunteer Program. I understand that I will be performing services in the Program for public service only and will not be considered a County employee for any purposes nor will I be eligible for any benefits of County employment.

I hereby declare and certify that I am over the age of eighteen (18) years and have no health problems that would endanger me in the performance of volunteer duties.

In consideration of Seminole County's permission for my participation in this Program I do hereby release and discharge Seminole County, its agents, officers and employees from any and all claims, demands, grievances, and causes of action of every kind whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature or description arising or which may hereafter arise from my participation in the Program or my presence on County sites as a part of said Program.

I hereby indemnify and hold harmless Seminole County from any and all claims, demands and causes of action of every kind and nature arising out of my participation in the Seminole County Public Safety Volunteer Program or out of my presence on County sites as part of said Program.

DATED this _____ day of _____, 20__

Witness

Signature

Witness

Printed Name

Address

City _____ State _____ Zip _____

Telephone