

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Fireman's Fund® Heritage Program - Grant Compliance Agreement

DEPARTMENT: Fiscal Services **DIVISION:** Grants Administration

AUTHORIZED BY: Lisa Spriggs  **CONTACT:** Jennifer Bero  **EXT.** 7125

Agenda Date <u>07/25/06</u> 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"/>
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MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Fireman's Fund® Grant Compliance Agreements between the Fireman's Fund Insurance Company and Seminole County; and, approve the coordinating budget amendment request.

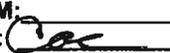
[Dept Contact: Ken Roberts, Public Safety Director (407) 665-5001]

BACKGROUND:

Through the Fireman's Fund Heritage Program, Fireman's Fund Insurance Company and its network of independent agent's award grants to fire departments and fire/burn prevention organizations across the country. Sihle Insurance Group identified Seminole County's Fire Station #12 as a recipient of a grant totaling \$24,790. Additionally, Halcyon Underwriters, Inc. identified Fire Station #36 as a recipient of a \$10,000 grant.

For the funds to be received, the Chairman of the Board of County Commissioners must execute a Grant Compliance Agreement for each award. The funds will be used to purchase equipment for the two stations. No match funds are required.

Request the Board to approve and authorize the Chairman to execute the Grant Compliance Agreements and coordinating budget amendment request to allocate the funds.

Reviewed By:	
Co Atty:	_____
DFS:	_____
Other:	_____
DCM:	_____
CM:	
File No.	<u>CFSG03</u>

**SEMINOLE COUNTY/FIREMAN'S FUND INSURANCE COMPANY
GRANT COMPLIANCE AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 2006, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **FIREMAN'S FUND INSURANCE COMPANY**, a foreign for profit corporation, whose principle place of business is 777 San Marin Drive C65, Novato, California 94998, hereinafter referred to as "FIREMAN'S FUND".

W I T N E S S E T H:

WHEREAS, COUNTY made application to FIREMAN'S FUND for a grant to cover the cost of procurement of needed equipment in the form of "air packs" which are within the qualified uses for such grant proceeds and which the COUNTY finds and determines to be of a genuine public purpose and benefit; and

WHEREAS, FIREMAN'S FUND, acting through its local agent, Halycon Underwriters, has selected COUNTY's Fire Station #36 to receive a grant for equipment acquisition as a part of the FIREMAN'S FUND HeritageSM program in the amount and under the terms set forth herein; and

WHEREAS, COUNTY and FIREMAN'S FUND desire to memorialize the terms and conditions of the grant award in the form of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "Grant" shall mean the FIREMAN'S FUND HeritageSM program award in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) which is the subject of this Agreement.

(b) "Equipment" shall mean the air pack devices purchased with Grant proceeds or such other firefighting related capital items or services as may be purchased by mutual agreement between the parties pursuant to amendment to this Agreement. Equipment shall be of the type and amount identified in Exhibit "A" hereto, which shall be added to this Agreement no later than the day of the award.

Section 3. General Terms and Conditions.

(a) FIREMAN'S FUND shall deliver the Grant in the form of cash or cashier's check made payable to the Board of County Commissioner's of Seminole County no later than September 1, 2006. Failure to timely perform shall be grounds for termination of this Agreement.

(b) The COUNTY shall apply the Grant within six (6) months of receipt of funds. Additionally, COUNTY must supply FIREMAN'S FUND with a copy of the paid invoice within thirty (30) days of purchases utilizing funding from a Fireman's Fund HeritageSM grant or donation. Invoice copies should be sent to Fireman's Fund attn: Barbara Morrisey, 777 San Marin Drive, C65, Novato, CA 94998.

(c) The COUNTY shall notify FIREMAN'S FUND within thirty (30) days of receipt of funds if it decides to purchase a different

quantity of items than what is described in this Agreement or if it chooses to apply funds differently than originally intended or approved by FIREMAN'S FUND. In that event, appropriate amendments to this Agreement and Exhibit "A" shall be approved by both parties. Unused funds must be returned to FIREMAN'S Fund no later than the termination date of this Agreement.

(d) FIREMAN'S FUND reserves the right to communicate with and visit the COUNTY and its Fire Station #36 on an ongoing basis to ensure that the funding is utilized for the express purpose intended.

(e) If the COUNTY plans to use Grant funds for any purpose other than originally described and agreed to herein, the COUNTY shall first obtain approval from FIREMAN'S FUND. In the event that the Grant funding is not utilized for the purpose(s) approved by FIREMAN'S FUND and/or outlined in the original grant application, and FIREMAN'S FUND is not notified of any changes to the original request, FIREMAN'S FUND reserves the right to revoke the Grant or request the return of the full Grant and eliminate the COUNTY from consideration for future funding through the Fireman's Fund Heritagesm program.

(f) FIREMAN'S FUND reserves the right to film and/or photograph the award presentation and publicize the request and award in all internal and external marketing and communications activities related to the Fireman's Fund Heritagesm program. The COUNTY may contact FIREMAN'S FUND to discuss any additional marketing or public relations assistance which can be provided on its behalf.

(g) As a way to demonstrate the overall impact of this Grant program, the COUNTY, if requested by FIREMAN'S FUND, shall provide

documentation demonstrating the effect the funding has had on operations. This can be documented via e-mail, letter, photos, video, or however COUNTY sees fit. FIREMAN'S FUND requests that this impact be documented and shared with FIREMAN'S FUND within six (6) months of the receipt of the Grant.

Section 5. Term. This Agreement shall commence upon the date of execution by both parties. The initial term hereof shall terminate on September 30, 2007. Renewal or extension of the terms of this Agreement shall be done in a writing of equal dignity herewith and signed by both parties. Nothing herein shall be construed as requiring COUNTY or FIREMAN'S FUND to renew the Agreement beyond the initial term hereof.

Section 6. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by first class United States mail addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Jennifer Bero, Grants Coordinator
Seminole County Department of Fiscal Services
1101 E. First Street
Sanford, FL 32771

With a copy to:

Leeana Raw, Fire Chief
Seminole County Department of Public Safety
150 Bush Blvd.
Sanford, FL 32773

For FIREMAN'S FUND:

Barbara Morrisey
777 San Marin Drive C65
Novato, CA 94998

The parties may effect changes or substitution to the names and addresses of the contact persons by written notice to the other party, which notice can also be sent via facsimile transmission, provided that a record of such communications shall be maintained by both parties. No formal amendment to this Agreement shall be necessary for substitution of notified persons.

Section 7. Termination.

(a) This Agreement shall automatically terminate on September 30, 2007, unless renewed by amendment hereto.

(b) FIREMAN'S FUND may terminate this Agreement and seek refund of the Grant for reasons of COUNTY's default in the use and application of Grant funds upon written notice at least thirty (30) days prior to the effective date of such termination.

(c) COUNTY may terminate or refuse to renew this Agreement at its sole discretion if it determines that continued compliance with the terms hereof or the constraints on expenditures of Grant funding is no longer in the best interest of the COUNTY. In such circumstances, the COUNTY shall give FIREMAN'S FUND at least thirty (30) days notice of such intent to terminate.

(d) If the COUNTY decides to terminate this Agreement for non-convenience in the manner provided herein, it shall refund to FIREMAN'S

FUND the unused amount of any Grant not theretofore expended or encumbered in accordance with the terms of this Agreement. The COUNTY shall have no other liabilities to FIREMAN'S FUND whatsoever.

(e) If COUNTY learns that the Grant is no longer available from FIREMAN'S FUND by virtue of that firm's unilateral business decision, insolvency, legal proceedings or any other reason not the fault of COUNTY, this Agreement may be terminated immediately, at the option of either of both parties hereto, upon written notice of termination. In this circumstance, COUNTY shall not be financially obligated to FIREMAN'S FUND in any manner whatsoever.

Section 8. Liability and Indemnification.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the County's sovereign immunity beyond the waiver provided for in *Section 768.28, Florida Statutes*.

(c) Except for reimbursement as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation who contracts with, or who relies upon FIREMAN'S FUND in connection with the Grant or for debts or claims accruing to such parties against FIREMAN'S FUND as a result thereof or any other matter. FIREMAN'S FUND shall indemnify and hold COUNTY harmless

(including attorney's fees) for any such action wherein COUNTY is named as a defendant.

Section 9. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting FIREMAN'S FUND, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 10. Insurance Requirements. FIREMAN'S FUND shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from the Grant and other matters of this Agreement. COUNTY shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 11. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue under or by reason hereof to or for the benefit of any third party not a formal party hereto. Neither party shall assign the Agreement nor any interest herein without the prior written consent of the other party.

Section 12. Equal Opportunity Employment. The parties agree that they will not discriminate against any employee or applicant for employment for work pertaining to this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 13. Governing Law. This Agreement shall be 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 14. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement including exhibits or attachments hereto, if any, this Agreement shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 15. Force Majeure. In the event either party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement due to a hurricane, act of war, terrorism, flood, tornado or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 16. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written

document executed with the same formality and of equal dignity herewith; provided, however, no formal amendment shall be required for mere changes or substitution of designated contact persons per Section 6 hereof.

Section 17. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared severable.

Section 18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and designees of the parties.

Section 19. Public Records. Each party shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement in accordance with *Chapter 119, Florida Statutes*.

Section 20. Records and Audits. The parties agree to maintain all books, documents, papers, accounting records and other evidences pertaining to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection.

Section 21. Conflicts Of Interest.

(a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their

obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, or Section 220.115, *Seminole County Code*, both relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the party to be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

Section 22. Compliance With Laws and Regulations. In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating to the acts contemplated to be performed herein, including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 23. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY protest procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," *Seminole County Administrative Code*. Contract claims include all controversies, except disputes addressed by the "Prompt

Payment Procedures," arising under this Agreement and protest procedures therefor are set forth in Section 22.239, "Contract Claims", Seminole County Code.

(b) FIREMAN'S FUND agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the FIREMAN'S FUND had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

Section 24. Construction Of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that each of the parties have contributed substantially and materially to the preparation hereof.

Section 25. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 26. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary.

This Agreement shall bind the parties, their assigns and successors in interest.

Section 27. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 28. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

FIREMAN'S FUND INSURANCE COMPANY
(through its agent, Halycon Underwriters)

By: _____

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 2006
regular meeting.

Approved as to form and
legal sufficiency

County Attorney

Attachment:

Exhibit "A" - Approved Grant Funded Equipment Purchases
P:\Users\aschneider\Fiscal Services\Fireman' Fund Grant firestion 36.doc

EXHIBIT "A"

APPROVED GRANT FUNDED EQUIPMENT PURCHASES

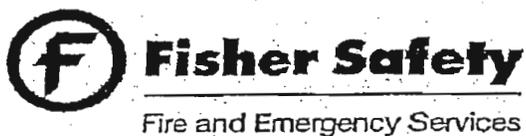
Jun 12 2006 12:19 Fax Station Seminole County EMS/Fire/Rescue

06 12:15p

Diane Ashe

407-251-8191

p.1



Fisher Fire and Emergency Services
3970 Johns Creek Court, Suite 500
Suwanee, GA 30024
Phone: (321) 231-1842
Fax: (407) 251-8191
Diane.Ashe@fishersci.com

QUOTATION

(Quote good for 90 days unless otherwise noted)

Person Quoted:	Amy Rossi	Date:	June 12, 2006
Company Name:	Seminole County Fire Department	Phone:	407.665.5114
Address:	150 Bush Blvd.	Fax:	407.665.5010
City and State:	Sanford, FL 32773	Quoted By:	Diane Ashe
FOB:	Origin - Shipping Included		

<u>QTY</u>	<u>PART #</u>	<u>DESCRIPTION</u>	<u>Each PRICE</u>	<u>Extended PRICE</u>
3	804935-0602	4.5 Air-Pak Fifty SCBA Standard Harness •E-Z Flo Regulator with Quick Connect • EBSS	\$2,150.00	\$6,450.00
5	804722-01	4500 psig, 45 min., Carbon Cylinder & Valve Assembly	\$712.00	\$3,560.00
				\$10,010.00



July 5, 2006

Chief Leeanna Raw
Seminole County Public Safety
Fire Station #36
1600 Lake Mary Blvd.
Lake Mary, Florida 32746

Re: Heritage Rewards Grant

Dear Chief Raw:

We are happy to announce that Halcyon Underwriters, Inc. would like to direct a grant as part of the Fireman's Fund Heritagesm program to Fire Station #36 in the amount of \$10,000. These funds are to be used in the manner described in the grant application that you will be filling out, and in that manner only. Upon acceptance of the grant, a Fireman's Fund representative will contact you or a designated representative in the coming days regarding the grant application process.

Through the Fireman's Fund Heritage program, Fireman's Fund Insurance Company and its network of independent agents awards grants to fire departments and fire/burn prevention organizations across the country. Halcyon Underwriters, Inc. identified Fire Station #36 as a grant recipient.

On behalf of Halcyon Underwriters, Inc. and Fireman's Fund Insurance Company, we thank you and your department for all you do to keep the community safe.

Sincerely,

Danny Perry
Community Relations Manager
Fireman's Fund Insurance Company
(212) 524-7892 (707) 386-8476

Paul Lyons
Executive Vice President
Halcyon Underwriters, Inc.
(407) 660-5907

**SEMINOLE COUNTY/FIREMAN'S FUND INSURANCE COMPANY
GRANT COMPLIANCE AGREEMENT**

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WHEREAS, COUNTY made application to FIREMAN'S FUND for a grant to cover the cost of procurement of needed equipment in the form of "air packs" which are within the qualified uses for such grant proceeds and which the COUNTY finds and determines to be of a genuine public purpose and benefit; and

WHEREAS, FIREMAN'S FUND, acting through its local agent, Sihle Insurance Group, has selected COUNTY's Fire Station #12 to receive a grant for equipment acquisition as a part of the FIREMAN'S FUND HeritageSM program in the amount and under the terms set forth herein; and

WHEREAS, COUNTY and FIREMAN'S FUND desire to memorialize the terms and conditions of the grant award in the form of this Agreement,

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Section 2. Definitions.

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quantity of items than what is described in this Agreement or if it chooses to apply funds differently than originally intended or approved by FIREMAN'S FUND. In that event, appropriate amendments to this Agreement and Exhibit "A" shall be approved by both parties. Unused funds must be returned to FIREMAN'S Fund no later than the termination date of this Agreement.

(d) FIREMAN'S FUND reserves the right to communicate with and visit the COUNTY and its Fire Station #12 on an ongoing basis to ensure that the funding is utilized for the express purpose intended.

(e) If the COUNTY plans to use Grant funds for any purpose other than originally described and agreed to herein, the COUNTY shall first obtain approval from FIREMAN'S FUND. In the event that the Grant funding is not utilized for the purpose(s) approved by FIREMAN'S FUND and/or outlined in the original grant application, and FIREMAN'S FUND is not notified of any changes to the original request, FIREMAN'S FUND reserves the right to revoke the Grant or request the return of the full Grant and eliminate the COUNTY from consideration for future funding through the Fireman's Fund Heritagesm program.

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Section 15. Force Majeure. In the event either party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement due to a hurricane, act of war, terrorism, flood, tornado or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 16. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written

document executed with the same formality and of equal dignity herewith; provided, however, no formal amendment shall be required for mere changes or substitution of designated contact persons per Section 6 hereof.

Section 17. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared severable.

Section 18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and designees of the parties.

Section 19. Public Records. Each party shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement in accordance with *Chapter 119, Florida Statutes*.

Section 20. Records and Audits. The parties agree to maintain all books, documents, papers, accounting records and other evidences pertaining to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection.

Section 21. Conflicts Of Interest.

(a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their

obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, or Section 220.115, *Seminole County Code*, both relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the party to be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

Section 22. Compliance With Laws and Regulations. In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating to the acts contemplated to be performed herein, including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 23. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY protest procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," *Seminole County Administrative Code*. Contract claims include all controversies, except disputes addressed by the "Prompt

Payment Procedures," arising under this Agreement and protest procedures therefor are set forth in Section 22.239, "Contract Claims", Seminole County Code.

(b) FIREMAN'S FUND agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the FIREMAN'S FUND had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

Section 24. Construction Of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that each of the parties have contributed substantially and materially to the preparation hereof.

Section 25. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 26. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary.

This Agreement shall bind the parties, their assigns and successors in interest.

Section 27. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 28. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST: FIREMAN'S FUND INSURANCE COMPANY
(through its agent, Sihle Insurance Group)

By: _____
Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
By: _____
CARLTON HENLEY, Chairman
Date: _____

For the use and reliance of Seminole County only.
Approved as to form and legal sufficiency
As authorized for execution by the Board of County Commissioners at their _____, 2006 regular meeting.

County Attorney
Attachment:
Exhibit "A" - Approved Grant Funded Equipment Purchases
P:\Users\aschneider\Fiscal Services\Fireman' Fund Grant.doc

EXHIBIT "A"

APPROVED GRANT FUNDED EQUIPMENT PURCHASES

Fax : Jun 12 2006 12:19 Fax Station : Seminole County EMS/Fire/Rescue p. 1

12:15p Diane Ashe

407-251-8191

p.1



Fisher Fire and Emergency Services
3970 Johns Creek Court, Suite 500
Suwanee, GA 30024
Phone: (321) 231-1842
Fax: (407) 251-8191
Diane.Ashe@fishersci.com

QUOTATION

(Quote good for 90 days unless otherwise noted)

Person Quoted:	Amy Rossi	Date:	June 12, 2006
Company Name:	Seminole County Fire Department	Phone:	407.665.5114
Address:	150 Bush Blvd.	Fax:	407.665.5010
City and State:	Sanford, FL 32773	Quoted By:	Diane Ashe
FOB:	Origin - Shipping Included		

<u>QTY</u>	<u>PART #</u>	<u>DESCRIPTION</u>	<u>Each PRICE</u>	<u>Extended PRICE</u>
7	804935-0602	4.5 Air-Pak Fifty SCBA Standard Harness •E-Z Flo Regulator with Quick Connect • EBSS	\$2,150.00	\$15,050.00
7	805796-02	Pak Alert SE + Factory Installed	\$481.00	\$3,367.00
7	804722-01	4500 psig, 45 min., Carbon Cylinder & Valve Assembly	\$712.00	\$4,984.00
8	805773-xx -01 - sm -02 - med -03 - large	AV-3000 Face Piece	\$164.91	\$1,319.28
				<u>\$24,720.28</u>

JUN. 9. 2006 10:20AM

NO. 8733 P. 2/2

7956



June 8, 2006

Chief Leeanna Raw
Seminole County Public Safety
Fire Station #12
325 Douglas Ave,
Altamonte Springs, FL. 32714-3332

Re: Heritage Rewards Grant

Dear Chief Raw:

We are happy to announce that Sihle Insurance Group would like to direct a grant as part of the Fireman's Fund Heritage™ program to Fire Station #12 in the amount of \$24,790. These funds are to be used in the manner described in the grant application that you will be filling out, and in that manner only. Upon acceptance of the grant, a Fireman's Fund representative will contact you or a designated representative in the coming days regarding the grant application process.

Through the Fireman's Fund Heritage program, Fireman's Fund Insurance Company and its network of independent agents awards grants to fire departments and fire/burn prevention organizations across the country. Sihle Insurance identified Fire Station #12 as a grant recipient.

On behalf of Sihle Insurance Group and Fireman's Fund Insurance Company, we thank you and your department for all you do to keep the community safe.

Sincerely,

Danny Perry
Community Relations Manager
Fireman's Fund Insurance Company
(212) 524-7892 (707) 386-8476

Ken Sihle
President
Sihle Insurance Group
(407) 389-3501