

January 1, 2018

Pasco County Fire Rescue
4111 Land O' Lakes Boulevard, Suite 208
Land O' Lakes, FL 34639

To whom it may concern:

I can certainly understand and appreciate your apprehension over the recent change in service delivery for the northern New Tampa area. This approximately 4.5 square mile area closest to Meadow Pointe has been previously serviced by the City of Tampa for a number of years at the request of Hillsborough County due to the distance from their existing fire stations. Unfortunately, this long-standing contract was unable to be renewed between the two entities for 2018. As a result, Hillsborough County Fire Rescue reached out to Pasco County for assistance. After a lengthy review, Pasco County advised Hillsborough County what level of service was able to be provided and then let Hillsborough make the decision on how to proceed. In the end, having Pasco County provide this service was the best alternative for this particular area based on a number of factors.

The primary responding units to the contract area will be from Fire Station 26. Zone 26 is one of the smaller zones in Pasco County (approximately 18 square miles) and has a utilization rate of less than 18% for all calls out of that facility, which is primarily due to the lower-than-average service demand for that zone. Even with the anticipated 3% bump in utilization with the additional service area, the total will remain well below the department's maximum allowable utilization of 30%. However, just like every fire station, there is the problem of concurrent calls and then the subsequent need to utilize units from other stations farther away. To address this, and to ensure the best possible service to all locations on both sides of the county line, the department implemented a couple protective measures. First, the county's dispatch center, with collaboration from the Fire Rescue Department, built response methodologies and assembly strategies that will utilize mutual-aid from both the City of Tampa and Hillsborough County where and when it makes sense to do so. Furthermore, even though the call volume would not typically support an additional full-time ambulance out of Fire Station 26, the department is in the process of implementing a second unit to further ensure that a paramedic crew be available as much as possible as well as provide two additional firefighters on the fireground. This second ambulance is being provided at NO cost to the Pasco County taxpayer as it will be solely funded through the contract fee and transport revenue. Lastly, the department has been rebuilding its response protocols and move-up policies system-wide over the past few months. These new protocols are much more aggressive and provide more equipment on initial responses, even if they involve receiving mutual-aid requests from neighboring departments. This helps minimize the response times of additional unit requests in the event of a working incident (major fire, vehicle accident, special operations event, etc.).

OFFICE OF THE FIRE RESCUE DEPARTMENT

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Fortunately, Pasco County Fire Rescue enjoys a positive and professional working relationship with all of its mutual-aid partners, including Hillsborough County and the City of Tampa. All of these agencies work harmoniously together with the best interest of all individuals and entities in mind in order to mitigate any emergency that may be presented. These professionals stand ready to do their very best to take care of anyone who needs assistance, regardless of where they may be located.

Thank you for your inquiry, and if you would like additional information, or to speak with someone directly, feel free to contact Fire Rescue Headquarters at (813) 929-2750.

Respectfully,

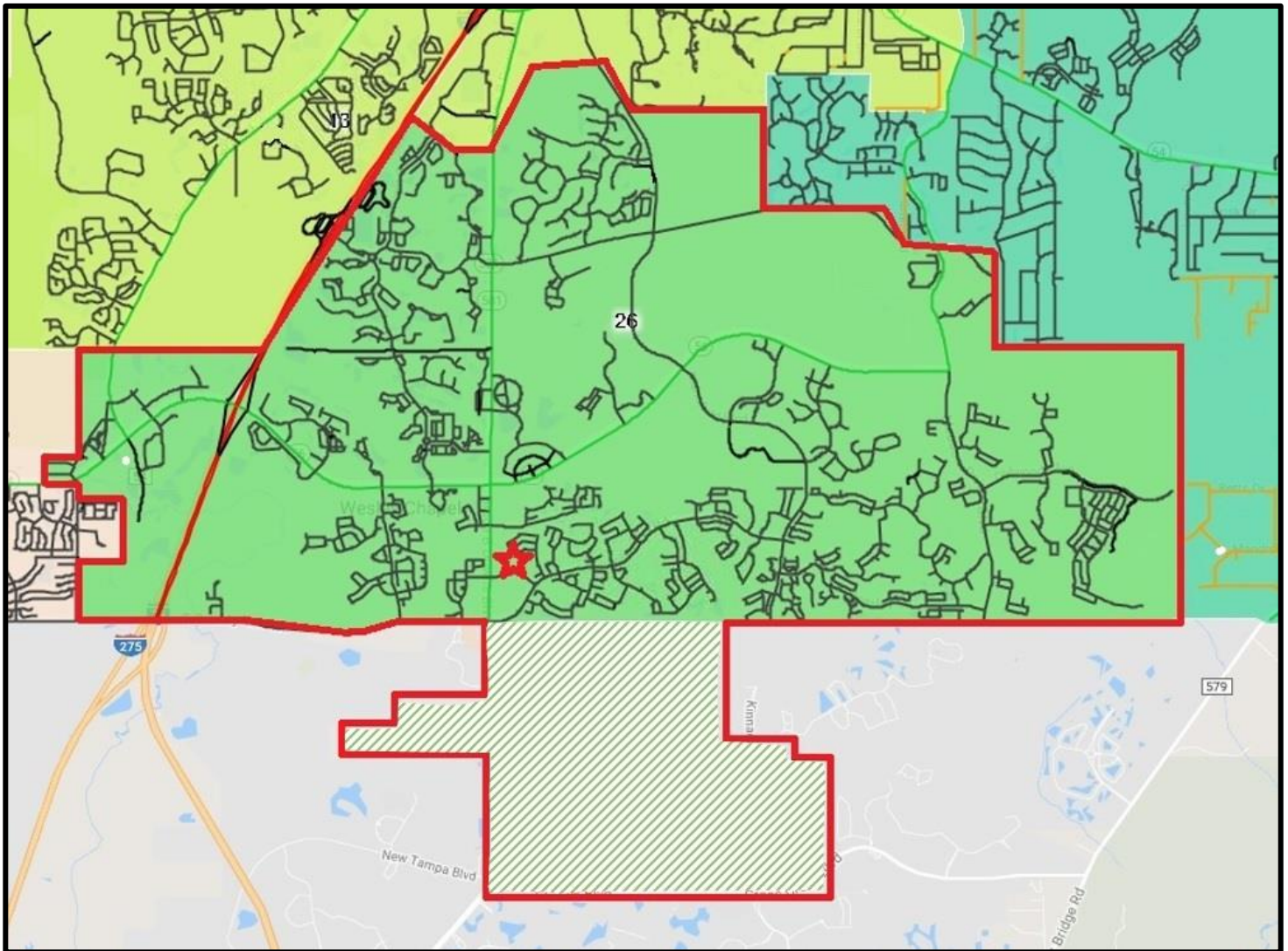
A handwritten signature in blue ink, appearing to read "SCM", is positioned above the typed name of the Fire Chief.

Scott M. Cassin, Fire Chief
Pasco County Fire Rescue

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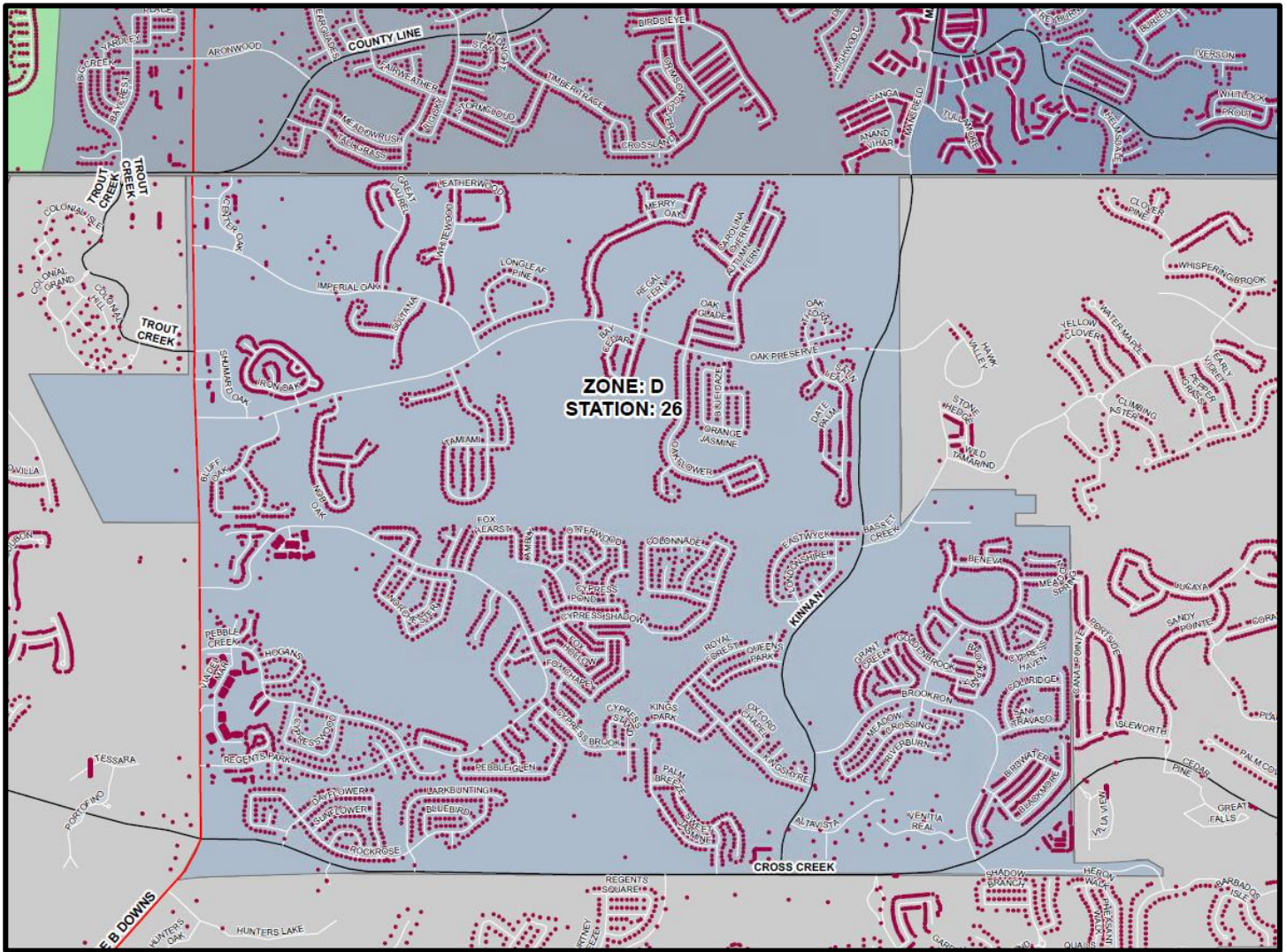
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MAP – Depicting current Station 26 Response Zone with the additional New Tampa Service Area shaded

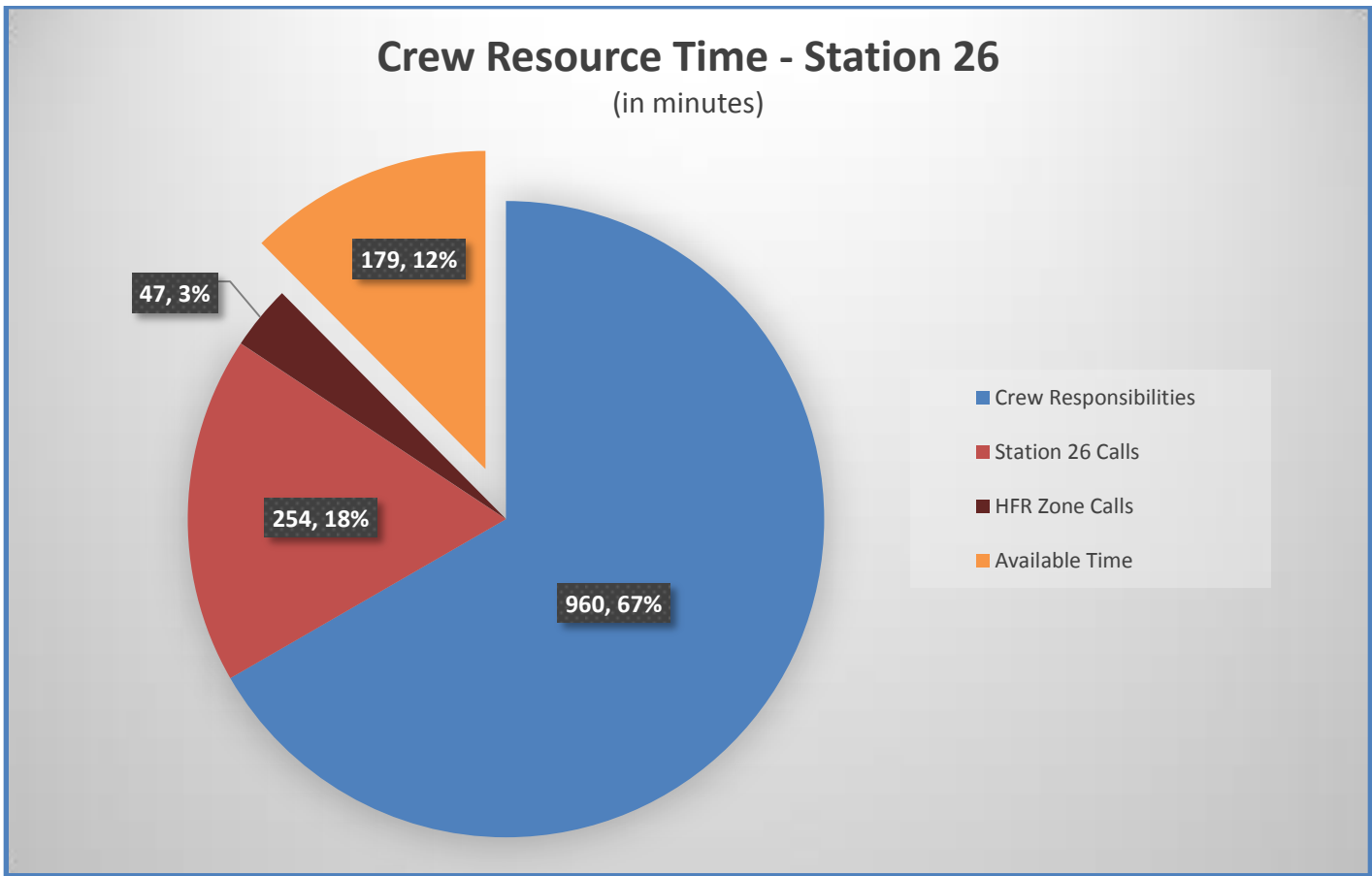


* Star indicates location of Fire Station 26 at 28229 Aronwood Boulevard in Wesley Chapel

MAP – Depicting the additional New Tampa Service Area for Zone 26



The following chart depicts the current crew resource utilization of Fire Station 26 per twenty-four hour period. Currently, Pasco County accounts for 18% of the crew utilization on any given day (approx. 7 calls per day). The New Tampa service area accounts for about a 3% increase in call volume (approx. 2 calls per day). The item indicated by 'Crew Responsibilities' is indicative of time spent on preparation, training, public education, special details, maintenance, pre-planning, report writing, exercise, meals, rest periods, etc.





COPY OF THE INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT
BETWEEN
HILLSBOROUGH COUNTY AND PASCO COUNTY
FOR
FIRE RESCUE SERVICES IN CERTAIN AREAS OF NEW TAMPA

This Agreement is made and entered by and between Hillsborough COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as “HILLSBOROUGH”), and PASCO COUNTY, a political subdivision of the State of Florida (hereinafter referred to as “PASCO”),

WITNESSETH

WHEREAS, Hillsborough and Pasco desire to cooperate with each other on a basis of mutual advantage and thereby to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of their communities; and,

WHEREAS, the City of Tampa has been providing fire rescue services to certain areas of Pebble Creek Subdivision and surrounding areas pursuant to a mutual aid agreement with Hillsborough and a 1988 letter of understanding wherein the City of Tampa agreed to provide these services on a primary response mode basis; and,

WHEREAS, the City of Tampa has provided fire rescue services in exchange for payment from Hillsborough since 1998; and,

WHEREAS, the City of Tampa has informed Hillsborough that it cannot continue to perform these services; and,

WHEREAS, the City of Tampa has informed Hillsborough that the Interlocal Agreement between Hillsborough and the City of Tampa will be terminated effective December 31, 2017; and,

WHEREAS, Hillsborough has insufficient resources to adequately provide the desired service level to this area; and,

WHEREAS, Hillsborough desires to have Pasco provide fire rescue services in Pebble Creek, Cross Creek, East Meadows, Live Oak Subdivisions, Wharton High School, and other nearby areas of New Tampa that are unincorporated; and,

OFFICE OF THE FIRE RESCUE DEPARTMENT

WHEREAS, Pasco is willing and able to provide fire rescue services, through existing facilities, to those areas in accordance with the terms and conditions set forth in this mutual aid Interlocal Agreement.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Purpose: The purpose of this Agreement is to provide for fire rescue services in the unincorporated area of Hillsborough County north of the Tampa City limits along Bruce B. Downs Boulevard to the Pasco County line, which area includes the Pebble Creek, Cross Creek, East Meadows, and Live Oak Subdivisions, and Wharton High School (hereinafter referred to as the "Contract Area"). A map of the Contract Area is attached as "Exhibit A" and incorporated herein by reference. As used herein, the term "fire rescue services" shall be limited to fire suppression and emergency medical services (advanced life support and basic life support).
2. Fire Rescue Services: Hillsborough shall pay Pasco an annual fee as set forth in Section 3 of this Agreement in return for Pasco's agreement to be primarily responsible for all fire rescue services to be provided within the Contract Area as are customarily provided to similarly situated property within the limits of Pasco County.
3. Fee: On or before January 1, 2018, Hillsborough shall pay Pasco an annual fee of \$275,000 for calendar year 2018. Within ten (10) days of each anniversary of the Effective Date of this Agreement, Hillsborough shall pay Pasco the corresponding annual fee for that year. The annual fee for each succeeding year after calendar year 2018 shall automatically increase from that of the immediately preceding calendar year by the amount of increase using the immediately preceding calendar year's Consumer Price Index (CPI) in accordance with the Consumer Price Index (CPI) for the Southern Urban Region, All Item - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics for cost of living adjustments.
4. Term: This Agreement shall continue in perpetuity until such time that this agreement is terminated by either party (Hillsborough and/or Pasco), as provided in Section 5 herein.
5. Termination: This Agreement may be terminated upon the occurrence of any one of the following:
 - a. A determination by Hillsborough that it can provide adequate fire rescue services to the Contract Area at a level of service at least equal to that being provided by Pasco pursuant to this Agreement. Hillsborough shall give written notice to Pasco at least thirty (30) days prior to the end of the fiscal year of its intent to terminate and the effective date of termination. Hillsborough agrees to provide fire rescue services to the above-stated areas upon the effective date of termination.

- b. Either party gives written notice of intent to terminate the Agreement ninety (90) days prior to January 1 of each renewal period. Termination shall be effective January 1 of the upcoming annual period for which notice was provided (i.e. if notice is given on June 1, 2018, the termination shall be effective January 1, 2019).
6. **Headings:** The various headings used in this Agreement are for indexing and organizational purposes only and are not to be used to interpret, construe, apply or enforce the substantive provisions.
7. **Liability:** Each party shall be solely responsible for its performance under this Agreement and no liability shall inure to the other party for such performance or lack of performance. This provision shall not be construed as a waiver of Sovereign Immunity by either party.
8. **Effective Date:** This Agreement shall be effective upon execution by Hillsborough and Pasco and upon filing of this Agreement by Hillsborough with the Clerk of the Circuit Court of Hillsborough County and by Pasco with the Clerk of Circuit Court of Pasco County as required by Section 163.01 (11), Florida Statutes. The effective date shall be the date on which this Agreement has been filed in both Counties (“Effective Date”).
9. **County Impact Fees:** Nothing in this Agreement shall be construed as a waiver by Hillsborough of its right to receive applicable impact fees for residential or commercial development as provided in Hillsborough County Ordinance 88-23, or any amended or successor ordinance, or any other applicable statute, ordinance or rule.
10. **Non-Fire Rescue Services:** In the event either party performs non-fire rescue services in the Contract Area, such as hazardous material incident and other services for which either party is authorized to charge by ordinance or resolution, either party may bill the responsible party or parties therefore for the costs incurred. Such fees or costs shall be due over and above any annual fee otherwise provided for under this Agreement.

IN WITNESS WHEREOF, Hillsborough and Pasco have caused these presents to be executed in their names by their respective authorized representative, effective as of the day and year first above written.



FOR HILLSBOROUGH COUNTY:

(SEAL)

ATTEST: PAT FRANK
Clerk of Circuit Court

HILLSBOROUGH COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman, Board of County Commissioners

Date: _____

Date: _____

Approved as to form and legal sufficiency

By: _____
Senior Assistant County Attorney

FOR PASCO COUNTY:

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: _____
PAULA S. O'NEIL, Ph.D.
CLERK & COMPTROLLER

By: _____
CHAIRMAN

OFFICE OF THE FIRE RESCUE DEPARTMENT

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