

Meeting Date: 9/27/2011



Agenda Item # 8-C

CITY COUNCIL AGENDA ITEM

Contact Name: Chris Johnson **Department Director:** _____
Department/Contact # 386-775-5461 **City Manager:** Jamie Croteau

- Type of Item:**
- | | | | |
|--------------------------|--------------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance First Reading | <input checked="" type="checkbox"/> | Discussion & Action |
| <input type="checkbox"/> | Ordinance Second Reading | <input type="checkbox"/> | Council Approval |

Subject: Five Year Extension of Fire Service Mutual Aid Contract

BACKGROUND: The original mutual aid agreement for all fire services in Volusia County was executed in October of 2006 and is due to expire October of 2011. The original agreement allowed for a five year extension of the contract. The fire chiefs in Volusia County have met and are requesting a five year extension of the present agreement. In order to insure that we have an uninterrupted availability of fire/rescue resources we must maintain this mutual aid agreement throughout Volusia County. This has been reviewed for consistency by the county attorney and by Deltona and Ormond Beach city attorneys.

RECOMMENDATIONS: Approval, for the Mayor and City Manager to execute the agreement.

ATTACHMENTS: The two page agreement extension, 14 signature pages, and the original Mutual Aid agreement.

FINANCIAL IMPACT: Unchanged

Reviewed by City Attorney _____
Reviewed by Finance Dept. _____
Reviewed by: _____

1st Discussion Date: date.	2nd Discussion Date: date.	Third Discussion Date: date.	Other Dates: date.
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FIRST AMENDMENT

AN AMENDMENT BY THE PARTIES TO THE MUTUAL AID AGREEMENT ADOPTED IN 2006 TO EXTEND SAID AGREEMENT FOR A PERIOD OF FIVE YEARS TO 2016.

WHEREAS, the Cities of Daytona Beach, Daytona Beach Shores, Deland, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Orange City, Ormond Beach, Port Orange, South Daytona, the Town of Ponce Inlet and Volusia County entered into an Interlocal Agreement for Mutual Aid on October 2006 pursuant to the authority of Chapter 163, Florida Statutes for the purpose of providing mutual aid in fire and rescue services; and

WHEREAS, this Mutual Aid Interlocal Agreement was recorded in the Official Records Book 5940, Pages 3252-72, Public Records of Volusia County, Florida; and

WHEREAS, Section 19 of the Interlocal Agreement provides for five year extension of terms; and

WHEREAS, the Interlocal Agreement provides for amendments by mutual written agreement of the Parties.

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

Interlocal Agreement
For
Fire and/or Rescue Service Mutual Aid within Volusia County, Florida
First Amendment

1. The terms and conditions of the Mutual Aid Agreement recorded in Official Records Book 5940, Pages 3252-3272, Public Records of Volusia County, Florida, are hereby restated and incorporated as if fully set forth herein.

2. The premises set forth above are true, correct and form a material part of this First Amendment to the Mutual Aid Agreement.

3. This First Amendment shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

4. This First Amendment to the Mutual Aid Agreement shall remain in full force and effect for those government's approving and executing this First Amendment, notwithstanding the failure of any of the herein named government's to approve and execute this First Amendment

5. All other terms and conditions of the Mutual Aid Agreement shall remain in full force and effect except as modified by this First Amendment.

IN WITNESS WHEREOF, the Parties, by and through the undersigned have entered into this First Amendment to the Mutual Aid Agreement in counterparts on the date and year hereafter written for the purpose stated above.

Interlocal Agreement
For
Fire and/or Rescue Service Mutual Aid within Volusia County, Florida

Interlocal Agreement
For
Fire and/or Rescue Service Mutual Aid within Volusia County, Florida
First Amendment

THE CITY OF ORANGE CITY:

By: _____
Harley Strickland, Mayor

Attest: _____
Jamie Croteau, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Harley Strickland and Jamie Croteau, as Mayor and City Manager, respectively, of the City of Orange City, on behalf of the city. They are personally known to me or have produced _____ as identification.

**Notary Public, State of Florida at Large
Commission No: _____**

THE CITY OF HOLLY HILL:

By: _____
Roy Johnson, Mayor

Attest: _____
James McCroskey, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Roy Johnson and James McCroskey, as Mayor and City Manager, respectively, of the City of Holly Hill, on behalf of the city. They are personally known to me or have produced _____ as identification.

**Notary Public, State of Florida at Large
Commission No:** _____

THE CITY OF DAYTONA BEACH:

By: _____
Glenn Ritchey, Mayor

Attest: _____
James Chisholm, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Glenn Ritchey and James Chisholm, as Mayor and City Manager, respectively, of the City of Daytona Beach, on behalf of the city. They are personally known to me or have produced _____ as identification.

**Notary Public, State of Florida at Large
Commission No: _____**

THE CITY OF DAYTONA BEACH SHORES:

By: _____
Harry Jennings, Mayor

Attest: _____
Michael T. Booker, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Harry Jennings and Michael T. Booker, as Mayor and City Manager, respectively, of the City of Daytona Beach Shores, on behalf of the city. They are personally known to me or have produced _____ as identification.

Notary Public, State of Florida at Large
Commission No: _____

THE CITY OF SOUTH DAYTONA:

By: _____
George F. Locke, III, Mayor

Attest: _____
Joseph W. Yarbrough, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by George F. Locke, III and Joseph W. Yarbrough, as Mayor and City Manager, respectively, of the City of South Daytona, on behalf of the city. They are personally known to me or have produced _____ as identification.

**Notary Public, State of Florida at Large
Commission No: _____**

THE CITY OF ORMOND BEACH:

By: _____
Ed Kelley, Mayor

Attest: _____
Joyce Shanahan, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, of the City of Ormond Beach, on behalf of the city. They are personally known to me or have produced _____ as identification.

Notary Public, State of Florida at Large
Commission No: _____

THE TOWN OF PONCE INLET:

By: _____
Tom Rutledge, Mayor

Attest: _____
Jeaneen Clauss, Town Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Tom Rutledge and Jeaneen Clauss, as Mayor and City Manager, respectively, of the Town of Ponce Inlet, on behalf of the town. They are personally known to me or have produced _____ as identification.

**Notary Public, State of Florida at Large
Commission No: _____**

THE CITY OF NEW SMYRNA BEACH:

By: _____
Adam Barringer, Mayor

Attest: _____
Pamela Brangaccio, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Adam Barringer and Pamela Brangaccio, as Mayor and City Manager, respectively, of the City of New Smyrna Beach, on behalf of the city. They are personally known to me or have produced _____ as identification.

**Notary Public, State of Florida at Large
Commission No: _____**

THE CITY OF EDGEWATER:

By: _____
Michael L. Thomas, Mayor

Attest: _____
Tracey Barlow, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Michael L. Thomas and Tracey Barlow, as Mayor and City Manager, respectively, of the City of Edgewater, on behalf of the city. They are personally known to me or have produced _____ as identification.

**Notary Public, State of Florida at Large
Commission No: _____**

THE CITY OF DELTONA

By: _____
John C. Masiarczyk, Sr., Mayor

Attest: _____
Faith G. Miller, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by John C. Masiarczyk, Sr. and Faith G. Miller, as Mayor and City Manager, respectively, of the City of Deltona, on behalf of the city. They are personally known to me or have produced _____ as identification.

Notary Public, State of Florida at Large
Commission No: _____

THE CITY OF DELAND:

By: _____
Robert F. Apgar, Mayor

Attest: _____
Michael Pleus, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Robert F. Apgar and Michael Pleus, as Mayor and City Manager, respectively, of the City of DeLand, on behalf of the city. They are personally known to me or have produced _____ as identification.

Notary Public, State of Florida at Large
Commission No: _____

THE COUNTY OF VOLUSIA

By: _____
Frank Bruno, County Council Chair

Attest: _____
James Dinneen, County Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Frank Bruno and James Dinneen, as County Council Chair and County Manager, respectively, of the County of Volusia, on behalf of the county. They are personally known to me or have produced _____ as identification.

**Notary Public, State of Florida at Large
Commission No: _____**

THE CITY OF PORT ORANGE:

By: _____
Allen Green, Mayor

Attest: _____
Kenneth Parker, City Manager

Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Allen Green and Kenneth Parker, as Mayor and City Manager, respectively, of the City of Port Orange, on behalf of the city. They are personally known to me or have produced _____ as identification.

Notary Public, State of Florida at Large
Commission No: _____



**INTERLOCAL AGREEMENT
FOR
FIRE AND/OR RESCUE SERVICE MUTUAL AID
WITHIN VOLUSIA COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 4th day of April, 2006, by and between the undersigned parties:

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, was promulgated to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, each party to this Agreement is a Public Agency, as defined under the Florida Interlocal Cooperation Act; and

WHEREAS, any Public Agency of this state may exercise jointly with any other Public Agency of this state any power, privilege, or authority which such agencies share in common and which they might exercise separately; and

WHEREAS, all the parties to this Agreement have and maintain fire departments with fire, rescue, and emergency medical service personnel and equipment; and

WHEREAS, the parties to this Agreement have determined, in order to most efficiently utilize their separate powers, and at the same time provide for the health, safety, and welfare of the citizens of Volusia County, to engage in a cooperative effort in the form of an Interlocal Agreement for the purpose of providing mutual aid in time of an emergency.

NOW THEREFORE, it is agreed by and between the parties hereto that each party agrees to assist the other Public Agencies under the following stipulations, provisions and conditions:

1. **Definitions**

- a. Requesting Party – a Public Agency in whose jurisdiction a fire, rescue and/or other emergency occurs and is of such character or magnitude that it cannot be adequately handled by that Public Agency's equipment and/or personnel.
- b. Aiding Party – a Public Agency requested to furnish fire, rescue or other equipment, and/or personnel to a Requesting Party or another Aiding Party.

- c. Public Agency - a political subdivision, agency, or officer of this state or of any state of the United States, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, an independently elected county officer, any agency of the United States Government, a federally recognized Native American tribe, and any similar entity of any other state of the United States.
- d. Public Safety Agency - a functional division of a public agency which provides firefighting, medical, or other emergency services.

2. **Intent**

The intent of this Interlocal Agreement is to provide mutual assistance in case of a fire, rescue, medical, or other emergency in order to bring the emergency under control in a timely manner or to provide back-up response in the Requesting Party's jurisdiction or providing assistance in a Requesting Party's jurisdiction.

3. **Official Request**

Assistance shall be rendered by any party to this Agreement upon request of the Fire Chief, or the duly authorized representative of the Requesting Party. Except as provided in paragraph 6, requests shall be initiated through the Aiding Party's dispatch center for any emergency situation.

4. **Apparatus, Equipment, Personnel**

The number of pieces of equipment dispatched and, the number and classifications of personnel to staff such equipment, shall be at the discretion of the Aiding Party.

5. **Justification for Mutual Aid**

This Agreement is not intended to represent an automatic aid agreement therefore, prior to requesting aid from another Public Agency which is a party to this Agreement, a Requesting Party must exhaust all the Requesting Party's appropriate resources within the Requesting Party's jurisdiction except that the County of Volusia must exhaust only those appropriate resources within the region in which the emergency is occurring, as identified by color and number on Attachment – "A".

6. **Prior Commitment of Equipment**

It is understood and agreed that the expectation for assistance is limited to the ability of the Aiding Party's Public Safety Agency to provide such assistance and to provide adequate protection to its own service area including those service areas in other jurisdictions required by other contracts/agreements.

7. **Justified Failure to Respond**

If the Aiding Party's Public Safety Agency is involved in an emergency operation at the time of receiving a request, the Aiding Party may refuse to respond or response may be delayed until such time as the Aiding Party determines it can respond. The need for such delay or inability to respond shall be communicated to the Requesting Party's Public Safety Agency.

8. **Priority for Simultaneous Calls**

a. Preparing to Respond or Responding.

If the Aiding Party's jurisdiction is stricken by an emergency situation while the Aiding Party's Public Safety Agency is preparing to respond or is responding under this Agreement, the Aiding Party's Public Safety Agency may recall its equipment and/or personnel as may be needed. The original Aiding Party must communicate the response change to the Requesting Party as set by protocols of the respective fire chiefs.

b. On Scene.

If the Aiding Party's jurisdiction is stricken with an emergency situation subsequent to the Aiding Party's Public Safety Agency arrival on scene of an emergency in a Requesting Party's jurisdiction and the Aiding Party's Public Safety Agency has received an assignment and/or is engaged in emergency operations the Aiding Party's Public Safety Agency shall remain on scene and continue emergency operations unless or until released by the Requesting Party's Public Safety Agency incident commander. The Aiding Party shall obtain mutual aid from other jurisdictions if needed to deal with the Aiding Party's new emergency situation. The Requesting Party will release the Aiding Party's resources as soon as it is safe to do so or when additional resources are available to assume their assignments.

9. **Aiding Party Release**

If an Aiding Party's Public Safety Agency is the primary responding agency to an incident, the Requesting Party's Public Safety Agency shall assume control of the incident if there is an available qualified resource to assume control. The Aiding Party's Public Safety Agency may return to its jurisdiction once the emergency has been mitigated and/or adequate/appropriate resources from the Requesting Party have arrived on-scene.

10. **Employee Insurance and Equipment Liability**

Each employing Public Agency shall be responsible for the compensation, insurance benefits, including workers compensation benefits, pension benefits, collective bargaining relationship, training, discipline and any other employment status or right for its respective employees. Each employing Public Agency shall remain responsible for all duty assignments, work and vacation scheduling, discipline of employees and all other similarly related personnel matters for its respective employees.

The Public Agency owning equipment lost or damaged while performing services pursuant to this Agreement shall bear the risk of loss or damage to said equipment.

11. **Jurisdictional Employee Liability**

All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any Public Agency when performing their respective functions within the jurisdictional limits of their respective public agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

12. **Mutual Aid Review Panel/Dispute Resolution**

If any party to this Agreement believes that a Public Agency is providing or requesting aid that appears to be outside the intent of this Agreement, those concerns shall be addressed in the following manner:

a. The concerned party shall express those issues in writing to each party the concerning party believes is operating outside the intent of this Agreement. The President of the VCFCA shall be copied. A written response shall be provided to the party that expressed concerns within fourteen (14) calendar days from receipt of the letter. The President of the VCFCA shall be copied. The respective parties shall meet and attempt to resolve the issue(s). If resolution is reached, the President of the VCFCA shall be notified.

b. In the event the issue is not resolved to the satisfaction of each party through the process described in 12(a), the matter may be referred to the President of the VCFCA, in writing by the party that has an unresolved concern. That party may request that the President of the VCFCA appoint a panel of three (3) uninvolved members of the VCFCA that will meet to review the concerns. That panel shall submit their findings and recommendation(s), in writing to the President of the VCFCA who shall inform the involved parties of the findings and recommendation(s).

c. In the event that any party to the dispute disagrees with the recommendation, the matter shall then be referred to the respective city and/or county managers for possible resolution. The respective managers shall ensure that any resolution is provided in writing with a copy sent to the President of the VCFCA. In the event the respective managers are unable to resolve the dispute within thirty (30) calendar days, then their respective positions/reasons shall be stated in writing and exchanged between the involved parties. A copy of each shall be provided to the President of the VCFCA.

d. The President of the VCFCA shall appoint a committee to develop amended language to the Agreement that is intended to clarify and resolve any disputes of a similar nature in the future. The amended Agreement shall then be submitted to the elected body of each party to the Agreement for approval/rejection. This process will be repeated, if necessary, until a resolution acceptable to all parties to the Agreement is obtained or until a majority of the parties to the Agreement agree that all reasonable attempts for a resolution have been exhausted. If resolution acceptable to all parties to the Agreement cannot be obtained and a majority of the parties to the Agreement agree all reasonable attempts for a resolution have been exhausted, the President of the VCFCA shall notify each party to the Agreement in writing. The party or parties that are still in dispute may elect to continue to be a party to the Agreement or exercise their rights to terminate their participation in the Agreement, as each deems appropriate or take such other action as may be available legally to that party.

13. **Authority; General Responsibilities**

The Requesting Party's qualified designated employee who is in charge of the emergency situation shall adhere to the federally recognized National Incident Management System (NIMS) and shall coordinate and direct Aiding Parties until such time as the emergency is under control.

14. **Authority Control of Fire, Rescue, Emergency or Disaster**

The Requesting Party shall be responsible to replace any Aiding Party's resources which request to be relieved or replaced if the incident will exceed four (4) hours in duration.

15. **Back-up/Standby Duty Plan**

The Volusia County Fire Chiefs' Association shall promulgate a plan acceptable to all parties for coordinating back-up or standby duty under this Agreement.

16. **Indemnification/Hold Harmless**

Each party agrees that it will be responsible for its own acts or omissions and the results thereof as a result of the undertakings that the party has agreed to perform under this Agreement. Each party further agrees that it will indemnify and/or defend any other party, at the other party's option, for any injury to persons or damage to property resulting in any manner from a negligent act or omission of the indemnifying party which arises from the undertakings that the indemnifying party has agreed to perform under this Agreement.

17. **Duration of Obligation of Indemnity**

The obligations of indemnity provided by the parties hereto under the terms of this Agreement shall commence on the effective date of this Agreement and shall terminate upon the date which is four (4) years after the earlier to occur of (a) expiration of the Agreement; or (b) for each respective party, the termination of this Agreement by that party as provided herein prior to the expiration date unless a claim is pending which has arisen under this Agreement. In the event a claim is pending, then such obligation to indemnify shall survive until the claim has been fully resolved and all payments have been made and releases of claim executed.

18. **Sovereign Immunity**

Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of any party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

19. **Effective Date and Term**

This Agreement shall become effective when filed with the Clerk of the Circuit Court of Volusia County, Florida. This Agreement shall remain in effect for five (5) years from the date of such filing and may be extended for additional terms of five (5) years upon written approval of the parties

20. **Amendments**

This Agreement may be amended by mutual written agreement of all of the parties. Any amendments to this Agreement shall be effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

21. **Termination**

Any party to this Agreement may terminate their participation in the Agreement by providing the other Parties with at least thirty (30) days written notice of the intent to terminate the Agreement.

22. **Binding Agreement**

This Agreement shall inure to the benefit of and be binding upon each respective party's successor.

23. **Invalid or Unenforceable Provisions**

If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

24. **Entire Agreement**

This Agreement contains the entire agreement and understanding between the parties. There are no other understandings, terms, or conditions and no party to this Agreement has relied upon any representation, express or implied, not contained in this Agreement. All amendments to this Agreement must be in writing and executed by all parties. All prior understandings, terms or conditions are deemed to be merged in this Agreement.

IN WITNESS WHEREOF, the parties cause these presents to be signed by their duly authorized officers on the above-mentioned date.

Attachment "A"
Fire Response Regions




Fire Regions DRAFT

18 July 05

















Legend

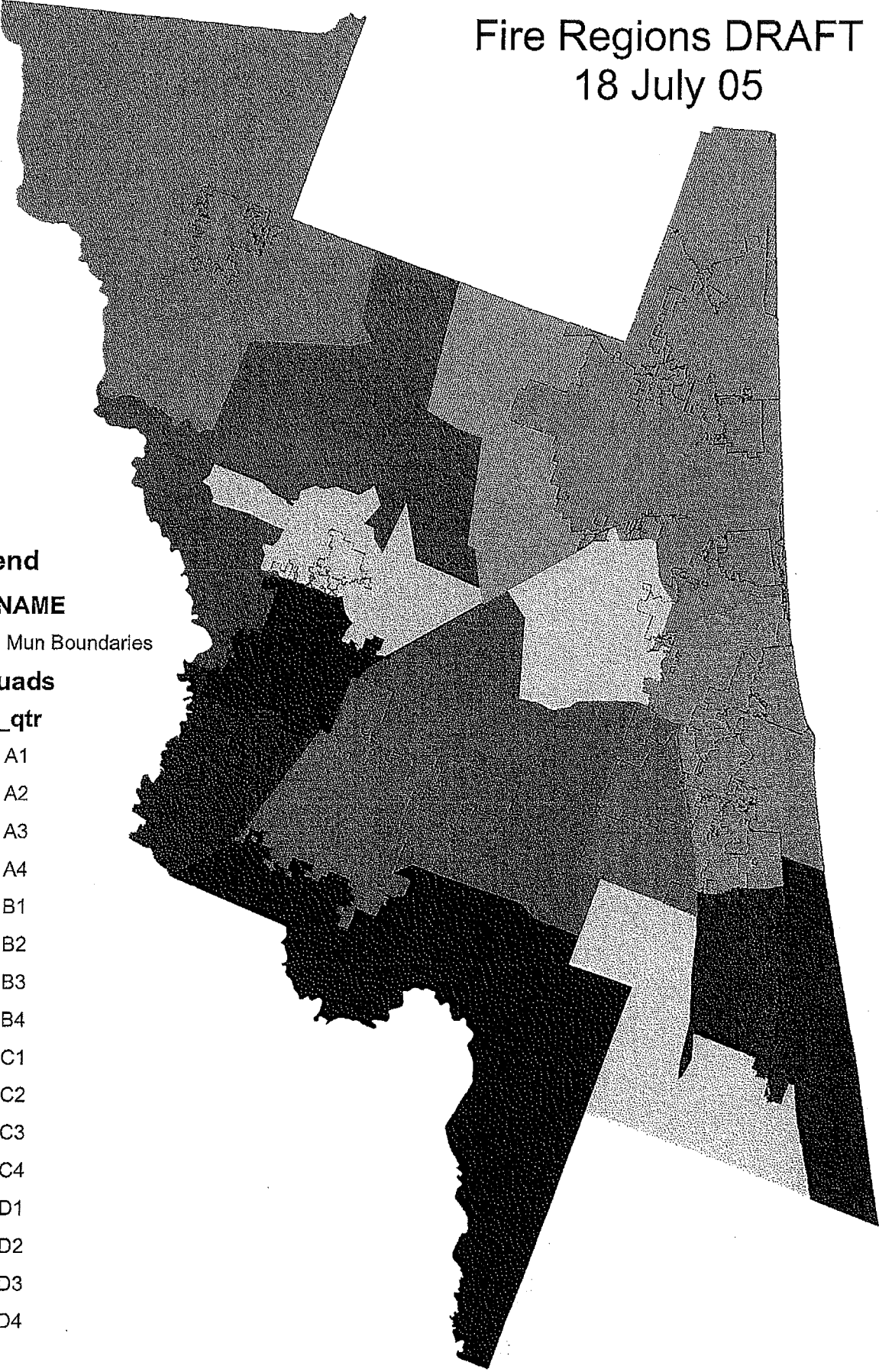
CITYNAME

 Mun Boundaries

firequads

quad_qtr

-  A1
-  A2
-  A3
-  A4
-  B1
-  B2
-  B3
-  B4
-  C1
-  C2
-  C3
-  C4
-  D1
-  D2
-  D3
-  D4



ACCEPTED FOR THE CITY OF DELTONA

Approved as to form and legality
for use and reliance by the City
of Deltona

By: [Signature]
L. ROLAND BLOSSOM
ACTING CITY MANAGER

Date: 4/4/06

[Signature]
L. ROLAND BLOSSOM
CITY ATTORNEY

Date: 4/4/06

ATTEST:
[Signature]
FAITH G. MILLER, MMC, MPA
CITY CLERK

Date: 4/4/06

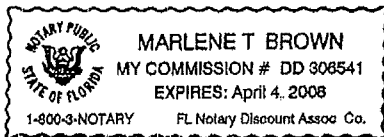
Mailing Address:
2345 Providence Boulevard
Deltona, FL 32725-1806

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4th day of APRIL,
2006, by L. ROLAND BLOSSOM and FAITH G. MILLER, Acting City Manager and City
Clerk respectively, of the CITY OF DELTONA, FLORIDA, who are personally known to me
and they acknowledged executing the same freely and voluntarily under authority vested in them
and that the seal affixed thereto is the true and corporate seal of the City of Deltona, Florida.

[Signature]
Signature

(NOTARY SEAL)



MARLENE BROWN
Print or type name
Notary Public - State of Florida
Commission No: DD306541
My Commission Expires: 04-04-08