



Town of Ponce Inlet  
**ESSENTIAL SERVICES ADVISORY BOARD**  
**AGENDA**

THURSDAY  
April 3, 2025 - 5:30 PM

Council Chambers  
4300 S Atlantic Ave, Ponce Inlet, FL

**SUNSHINE LAW NOTICE FOR BOARD MEMBERS – Notice is hereby provided that one or more members of the Town Council or other Town Boards may attend and speak at this meeting.**

A complete copy of the materials for this agenda is available for review at the Town Hall.

- 1. CALL TO ORDER.**
- 2. PLEDGE OF ALLEGIANCE.**
- 3. ROLL CALL & DETERMINATION OF QUORUM.**
  - A. Oath of Office
- 4. ADOPTION OF AGENDA.**
- 5. APPROVAL OF MEETING MINUTES.**
  - A. March 6, 2025
- 6. OLD BUSINESS: *None.***
- 7. NEW BUSINESS.**
  - A. Request for approval of a Closest Unit Response Agreement with neighboring municipalities.
  - B. Request for approval of the Interlocal Agreement for Shared Use of Emergency Response Reserve Apparatus.
- 8. REPORT OF STAFF.**
  - A. Fire Department – Chief Scales, Public Safety Director
  - B. Public Works – Mr. Wargo, Public Works Director
  - C. Police Department – Chief Glazier, Police Chief
- 9. PUBLIC PARTICIPATION.**
- 10. ADJOURNMENT.**

*If a person decides to appeal any decision made by the Essential Services Advisory Board with respect to any matter considered at a meeting, they will need a record of the proceedings and to ensure that a verbatim record of the proceedings is made at their own expense. Persons who require an accommodation to attend this meeting should contact the Clerk's office at 386-236-2150 **at least 48 hours prior to the meeting date** to request such assistance.*



**Meeting Date:** April 3, 2025

**Agenda Item:** 3

## **Report to Essential Services Advisory Board**

**Topic(s):** Oath of Office

**Summary:** Mr. Montgomery, Alternate Seat #4 (CPA/Financial)

**Requested by:** Ms. Cherbano, Town Clerk  
Ms. Gjessing, Assistant Deputy Clerk

**Approved by:** Mr. Disher, Town Manager



**Meeting Date:** April 3, 2025

**Agenda Item:** 5-A

## **Report to Essential Services Advisory Board**

**Topic:** Approval of Meeting Minutes

**Summary:** Staff has provided the attached set of meeting minutes for the Board's review and approval.

**Suggested motion:** To approve the March 6, 2025 meeting minutes as presented or as amended.

**Requested by:** Ms. Cherbano, Town Clerk  
Ms. Gjessing, Assistant Deputy Clerk

**Approved by:** Mr. Disher, Town Manager



Town of Ponce Inlet  
**ESSENTIAL SERVICES ADVISORY BOARD**  
REGULAR MEETING MINUTES  
**March 6, 2025**

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- 1. **CALL TO ORDER:** Pursuant to proper notice, the meeting was called to Order at 5:30 PM in the Council Chambers, located at 4300 S. Atlantic Avenue, Ponce Inlet, Florida.
- 2. **PLEDGE OF ALLEGIANCE:** Led by Chairman Cox.
- 3. **ROLL CALL & DETERMINATION OF QUORUM:** A quorum was established; Vice-Chair Valerien and Mr. Montgomery were absent.

Board members present:  
 Mr. Cox, Seat #1; Chair  
 Mr. McConaughey, Seat #2  
 Mr. Pulver, Seat #3  
 Ms. Wurst, Seat #4  
 Ms. Valerien, Seat #5; Vice-Chair – Absent  
 Ms. Rij, Alternate for Seat #1  
 Mr. Montgomery, Alternate for Seat #4 – Absent  
 Mr. Wolf, Alternate for Seat #5

Staff members present:  
 Ms. Cherbano, Town Clerk  
 Mr. Disher, Town Manager  
 Ms. Gjessing, Assistant Deputy Clerk  
 Chief Glazier, Police Chief  
 Ms. Hugler, Fire Department Office Manager/PIO  
 Chief Scales, Public Safety Director  
 Mr. Wargo, Public Works Director

A. **Oath of Office** – The Oath of Office for Mr. Montgomery was postponed to a later meeting date.

4. **ADOPTION OF AGENDA:** Chairman Cox asked if there were any changes to the agenda; there were none.

Chairman Cox moved to adopt the agenda as presented; seconded by Mr. McConaughey. The motion PASSED 4-0, consensus.

5. **APPROVAL OF MEETING MINUTES:**

A. **January 9, 2025**

Chairman Cox asked if there were any changes to the meeting minutes; there were none.

47 Chairman Cox moved to adopt the January 9, 2025, meeting minutes as presented; seconded by Ms.  
48 Wurst. The motion PASSED 4-0, consensus.

49

50 **6. OLD BUSINESS:** None.

51

52 **7. NEW BUSINESS:**

53

54 **A. Review and Recommendation of Capital Budget Priorities for FY 25/26:**

55

56 **1. Police Department** – Chief Glazier, Police Chief, stated the department’s only capital  
57 purchase request for FY 25/26 is to replace the oldest patrol vehicle in the fleet. He provided details  
58 on the current condition of the vehicle and stated the replacement request is for a 2025 Ford Explorer.  
59 He noted the current price is slightly below the Board review threshold but could exceed \$50,000 by  
60 October. Chief Glazier stated the most significant impact on the patrol vehicles is the engine idle  
61 hours and explained how this impacts the transmissions. Mr. McConaughey questioned how long it  
62 would take for delivery once the vehicle was ordered; Chief Glazier explained on average it takes  
63 roughly six months for the operational vehicle to be delivered after it is ordered. Ms. Wurst questioned  
64 transmission replacement costs, the anticipated vehicle replacement schedule, and whether the vehicle  
65 would be traded in. Chief Glazier addressed Ms. Wurst’s inquires, noting updated safety features of  
66 new, maintenance schedules of different models, and patrol vehicles resale values. Further discussion  
67 ensued regarding the trade-in values and how this would influence the overall cost of the request.  
68 Chairman Cox opened public participation – Mr. Steve Field, 6 Mar Azul, commented on anticipating  
69 discounted prices for a 2025 vehicle by October. Public participation was closed.

70

71 Mr. McConaughey moved to forward the request for the replacement patrol vehicle to the Town  
72 Council with a recommendation of approval in the FY 25-26 budget; seconded by Mr. Pulver. The  
73 motion PASSED 5-0, consensus.

74

75 *\*Mr. Wolf, a voting member, arrived at 6:00 p.m., at the conclusion of this item\**

76

77 **2. Fire Department** – Chief Scales, Public Safety Director, explained the Fire Department is  
78 requesting the replacement of a 2013 SUV with a 4x4 pickup truck; this was originally scheduled for  
79 the current fiscal year but was deferred. He elaborated on the request and the need for a pickup truck  
80 versus an SUV; he clarified, the cost is currently a little under the \$50,000 ESAB review threshold  
81 but is anticipated to reach this minimum by the time of purchase. Ms. Wurst asked if the Town has  
82 considered selling the used vehicles as opposed to trading them in; Chief Scales confirmed that the  
83 Town sells them rather than trading them in. A brief discussion ensued regarding the selling process  
84 and the features sought in the replacement truck. The Fire Department is also requesting funding for  
85 an evaluation and preliminary design for a new fire station to replace the existing station. He outlined  
86 the current facility’s function, its construction under now-outdated standards, and operational needs  
87 and current limitations; he also explained the funding request would be allocated towards the  
88 evaluation and preliminary design which is critical in ensuring the station meets modern standards  
89 and supports the department’s mission to protect the community. Questions related to the cost  
90 estimate and longevity of the designs were addressed. Chairman Cox opened public participation –  
91 Mr. Steve Field, 6 Mar Azul, recommended looking at electric vehicles and commented on the need  
92 to consider cost-saving measures. Public participation was closed.

93

94 **3. Public Works** – Mr. Wargo, Public Works Director, explained the department’s first request  
95 is for a new Caterpillar backhoe and emphasized the need for the updated equipment given the age of  
96 the current model. He said the preliminary request for funding Public Works Facility Building B  
97 presented this past January has been withdrawn, as additional time is needed to evaluate a design. The  
98 funds budgeted for this fiscal year towards Building B will be allocated to the design of the new  
99 facility, replacement of the failed backup generator, and the demolition of the existing building; a  
100 temporary storage unit will be established in its place for now. The preliminary request for the Public  
101 Works parking lot expansion is being withdrawn as well due to grant funding opportunities that may  
102 be available. Mr. Wargo stated another capital budget request is for the Old Carriage Road Phase 2  
103 stormwater improvement exfiltration system. He explained that the Phase 1 monies were secured in  
104 the current fiscal year, and roughly \$40,000 is anticipated to carryover to the next fiscal year;  
105 additional funds estimated at \$76,000 are being requested for fiscal year 25/26 to complete Phase 2.  
106 He provided the scope of the exfiltration system, and a brief discussion ensued regarding logistics,  
107 the total project cost between both Phases, and the project location. Mr. Wargo stated the Town  
108 Council awarded the bid for this project to be completed by Sea Level Development, LLC at on  
109 September 19, 2024. Chief Scales addressed questions related to emergency vehicle limitations,  
110 original budget proposals, and hurricane flooding comparisons. Ms. Wurst noted there are many areas  
111 in Town which require attention for flood mitigation and commented on the average large budget  
112 request for engineering estimates. Chief Scales explained how the vulnerability assessments and  
113 Watershed Master Plan have prioritized the areas needing immediate attention.

114  
115 Chief Scales deferred the Fire Department’s request for a replacement vehicle and withdrew it from  
116 FY 25/26 budget consideration. He stated the backhoe request from Public Works is a critical piece  
117 of equipment, and the current backhoe has surpassed its life expectancy and is no longer reliable. Mr.  
118 Disher, Town Manager, referred to the [FY 25-26 General Fund or Split-Fund Project Priorities list](#),  
119 noting the significance of the four requests presented to the Board. Mr. Disher encouraged everyone  
120 to review the Watershed Master Plan, which is available on the Town website, and related the findings  
121 to the fire station’s preliminary evaluation needs, conditions of the grant received from the  
122 Department of Environmental Protection (DEP) and the Town’s flood insurance rating. He elaborated  
123 on the projections for the condition of the existing fire station from the results of the vulnerability  
124 assessments. He stated the projects identified in the Watershed Master Plan are eligible for 50%  
125 construction funding through the Resilient Florida program, however, the design costs are not eligible.  
126 Chief Scales noted some leftover funding is anticipated from the budget currently allotted for the  
127 Public Works Building B efforts; these funds will be carried over for the remainder of the project.  
128 Mr. McConaughy questioned whether the current fire station building was salvageable; due to the  
129 projected rise in the base flood elevation of the building, it will have to be demolished first.

130  
131 Chairman Cox moved to forward items one through four from the FY 25-26 General Fund or Split-  
132 Fund Project Priorities list to the Town Council with a recommendation of approval in the FY 25-26  
133 budget; seconded by Mr. Wolf. The motion PASSED 5-0, consensus.

134  
135 Board consensus for the Public Works Facility Building B funding, Public Works parking lot  
136 expansion, and the Deputy Fire Chiefs vehicle replacement from the FY 25-26 General Fund or Split-  
137 Fund Project Priorities list were forwarded to the Town Council as recommended by staff.

138  
139 Mr. Disher reviewed each item presented on the [Status of 2024 Priority List Items Recommended by](#)  
140 [ESAB list](#) and provided a brief update for each. He explained how the process of approval and

141 deferment of items can vastly change between the time the Board makes a recommendation to the  
142 Town Council and by the end of the budget season. Chairman Cox acknowledged the subtotals of the  
143 estimated costs in comparison to the budgeted amount from the last fiscal season; he confirmed with  
144 Mr. Disher additions to the total are not intended to increase, however more projects will be put out  
145 to bid in the future, so there cannot be a guarantee.

146  
147 **B. Discussion – Amending the Land Acquisition Fund to allow for purchases other**  
148 **than real estate and public facilities.** – Mr. Disher explained the Town Council’s previous  
149 discussion on amending the Land Acquisition Fund from the November 21, 2024 Town Council  
150 meeting. The discussion revolved around amending limitations on how monies from the Fund can be  
151 used. He explained how the Fund is currently used, and the process to amend it. The suggested uses  
152 include annually reserving an amount or percentage for the Disaster Recovery Fund, Capital Facility  
153 Maintenance Fund, and/or Capital Fire Equipment Fund, paying off existing vehicle leases, or funding  
154 significant vehicle/equipment purchases in the future. Mr. Disher answered questions related to  
155 franchise fees and fund reserve projections. Mr. McConaughy asked if there is a minimum amount  
156 to be set aside for disasters; Mr. Disher elaborated on how funds would be used and reserved regarding  
157 the Disaster Recovery Fund. A brief discussion followed on whether the change should be limited to  
158 one-time purchases or permanent; they also discussed the parameters of the change in use. Chairman  
159 Cox suggested a verbiage change within the proposed ordinance. There was clarification that if  
160 approved by the Town Council, a request would follow for the previously approved purchase of the  
161 75’ Quint fire apparatus to be financed through the amended fund. Chairman Cox opened public  
162 participation – Mr. Steve Field, 6 Mar Azul, had questions related to total reserves, the cell phone  
163 tower lease renewal, funding reserved for the initial payment towards the new fire truck and how this  
164 will be reallocated. Public participation was closed.

165  
166 Ms. Wurst moved to forward a draft ordinance incorporating the Board’s feedback amending the  
167 Land Acquisition Fund to allow for purchases other than real estate and public facilities to the Town  
168 Council, with a recommendation of approval; seconded by Chairman Cox. The motion PASSED 5-0,  
169 consensus.

## 170 171 **8. REPORT OF STAFF:**

172  
173 **A. Fire Department:** Chief Scales reported the call volume was standard considering the  
174 traffic at this time of year and provided a personnel update. He stated the 75’ Quint Fire Apparatus  
175 was delivered, explained how the fire department is storing all the vehicles, and provided an estimated  
176 timeline before the new fire truck is put in service. He encouraged the Board and residents to stop by  
177 the fire station for a tour.

178  
179 **B. Police Department:** Chief Glazier provided a personnel update noting one of two  
180 vacancies has been filled. He provided the data accumulated throughout this year’s Bike Week and  
181 explained how the department is mitigating the traffic.

182  
183 Chief Scales announced he recently attended a Hometown Heroes event hosted by the Port Orange-  
184 South Daytona Chamber of Commerce where Lieutenant Mead, from the Ponce Inlet Police  
185 Department, and Crystal Austell, from the Ponce Inlet Fire Department, were recognized with awards.

187           **C. Public Works Department:** Mr. Wargo stated the Ponce Preserve boardwalk should  
188 be completed soon and quotes have been received for the Ponce Inlet Historical Museum boardwalk.  
189 Per the Watershed Master Plan, quotes are being received to elongate one of the retention ponds in  
190 Ponce Inlet. He also provided updates on the generators for the Community Center, Fire Department,  
191 and Public Works Department. He noted repairs to be made at the playgrounds in Timothy Pollard  
192 Memorial Park and Kay and Ayres Davies Lighthouse Park. Mr. Wargo stated the one-way valve  
193 replacement work is expected to begin soon. Mr. McConaughy asked if composite material could be  
194 used at the playgrounds; Mr. Wargo stated staff is researching options. He stated monthly inspections  
195 are being conducted in the playgrounds alongside the Cultural Services Department.

196  
197 Ms. Wurst asked for the list of meeting dates presented at the last regularly scheduled meeting. Ms.  
198 Gjessing stated she will provide the list after the meeting and asked the Board to tentatively hold  
199 space on their schedules for an Essential Services Advisory Board meeting to be held on April 3,  
200 2025 at 5:30 p.m.

201  
202 **9. PUBLIC PARTICIPATION:** Chairman Cox opened public participation – Mr. Bob  
203 Wooldridge, 149 Bounty Lane, commented on potholes near the intersection of Sailfish Drive and  
204 Beach Street that need to be addressed. Mr. Wargo stated the Public Works Department is currently  
205 researching methods to strengthen the roads around the area, while maintaining its historic character.  
206 Public participation was closed.

207  
208 **10. ADJOURNMENT:** The meeting was adjourned at 6:59 p.m.

209  
210 Prepared and submitted by:

211  
212 *DRAFT*  
213 Stephanie Gjessing  
214 Assistant Deputy Clerk

215  
216 Attachment(s): FY 25-26 General Fund or Split-Fund Project Priorities  
217 Status of 2024 Priority List Items Recommended by ESAB



### FY 25-26 General Fund or Split-Fund Project Priorities

Priority	Request	Dept.	Cost	Comment	Previous Priority
1	Replacement backhoe – 416 Loader Caterpillar	PW	\$135,000	Replacing 20+ year backhoe. Cost to be split 50-50 with General Fund and Water Fund, or potentially Land Acquisition Fund	#1 for 25/26
2	Old Carriage Road exfiltration system (part of stormwater one-way valve installation, Phase 2)	PW	\$120,480	Cost includes \$44,338 carryover from FY 24/25 and \$76,142 new revenue. Contract and bid awarded by Town Council on 9/19/24	#1
3	Replacement patrol vehicle – 2025 Ford Explorer	PD	\$50,000	Replacing 2020 Dodge Durango	--
4	Preliminary needs evaluation for fire station	FD	\$50,000	Will be used to determine best location and prepare cost estimate for design and construction. Construction eligible for 50% match through Resilient Florida program	--

**TOTAL COST: \$355,480**

**Requests that can be deferred to FY 26-27**

Priority	Request	Dept.	Cost	Comment	Previous Priority
1	Public Works Building B	PW	TBD	Cost pending final design	--
2	Public Works parking lot expansion	PW	\$150,000	Examining options to include stormwater improvements for abutting roads and properties, along with grant opportunities.	#2 for 25/26

**TOTAL COST: \$150,000+**

**NOT INCLUDED**

	Fire Deputy Chief's vehicle	FD	\$50,000	Withdrawn. Originally presented to ESAB in March, 2023	
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## Status of 2024 Priority List Items Recommended by Essential Services Advisory Board

For FY 24-25

Priority	Request	Dept.	Estimated Cost	FY 24/25 Budgeted Amount	Comment
1	Stormwater one-way valve installation, Phase 2	PW	\$180,000	\$188,000	Phase 1 combined with retention pond excavation project. Ponds completed Nov. 2024, one-way valves to be installed this month. Bid for Phase 2 awarded 9-19-24, currently unfunded
2	1 Water system personnel	PW	\$30,000	\$0	Withdrawn
3	Replacement fire truck/ apparatus	FD	\$80,000	\$0	Initial proposal was for 1 <sup>st</sup> down payment with a 2-3 year build time. Built model purchased instead. Council approved 7-year financing on 10/17/24 with \$209,839.50 annual payment. First payment due on 11/4/25.
4	Public safety vessel	PD	\$80,000	\$0	Withdrawn
5	2nd set of fire-fighting gear	FD	\$52,000	\$15,000	Will be spread out over several years
6	Museum boardwalk replacement	PW	\$65,000	\$35,000	Construction to begin this month
7	Back-up power load stretcher	FD	\$50,000	\$41,000	Purchased, waiting on delivery.
8	Replacement cascade system	FD	\$60,000	\$0	Deferred to a future year
	<b>SUBTOTAL:</b>		<b>\$597,000</b>	<b>\$279,000</b>	
*	Public Works Building B	PW	<b>\$150,000</b>	<b>\$275,000</b>	Presented to ESAB in June 2024. Combined with other related PW items in adopted budget, including building design, new locker room, and generator. Funded out of Land Acquisition Fund.
	<b>TOTAL COST:</b>		<b>\$747,000</b>	<b>\$554,000</b>	



**Meeting Date:** April 3, 2025

**Agenda Item:** 7-A

## **Report to Essential Services Advisory Board**

**Topic:** Request for approval of a Closest Unit Response Agreement with neighboring municipalities.

**Summary:** The Town of Ponce Inlet has participated in an Automatic Aid and Closest Unit Response System for Fire-Rescue and Emergency Medical Services (EMS) since 2004. The new agreement will continue to promote cooperative emergency response efforts while incorporating necessary updates to ensure continued compliance with national standards and accreditation requirements.

**Suggested motion:** To forward the new Interlocal Agreement for Fire-Rescue Automatic Aid and Closest Unit Response to the Town Council with a recommendation of APPROVAL.

**Requested by:** Chief Scales, Public Safety Director

**Approved by:** Mr. Disher, Town Manager



**MEMORANDUM**  
**Office of the Public Safety Director**

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Michael E. Disher, AICP, Town Manager  
From: Daniel Scales, CFO, Public Safety Director, Fire Chief  
Date: March 18, 2025  
Subject: ESAB Staff Report Requesting approval of a Closest Unit Response Agreement with Neighboring Municipalities

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**Meeting Date:** April 3, 2025

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1 **BACKGROUND**

2 Since 2004, the Town of Ponce Inlet, along with other municipalities in East Volusia County, has  
3 participated in an Automatic Aid and Closest Unit Response System for Fire-Rescue and  
4 Emergency Medical Services (EMS). This system, authorized through an interlocal agreement  
5 between participating jurisdictions, ensures that emergency fire-rescue and medical services are  
6 dispatched based on proximity, rather than jurisdictional boundaries, thereby improving response  
7 times and resource availability.

8 Since then, the agreement has been amended six times in order to maintain an uninterrupted  
9 closest unit response. The Sixth Amendment to the original agreement has now expired, and the  
10 participating municipalities have determined that a new, updated Interlocal Agreement is  
11 necessary to better reflect current operational needs, technological advancements, and best  
12 practices in fire and emergency medical services.

13 The new agreement will continue to promote cooperative emergency response efforts while  
14 incorporating necessary updates to ensure continued compliance with national standards and  
15 accreditation requirements.

16 It is important to note that patient transports are governed separately under the Municipal  
17 Transport Agreement with Volusia County and are not included in the scope of this proposed  
18 Interlocal Agreement. This agreement solely pertains to fire suppression, emergency medical  
19 response, hazardous materials incidents, and technical rescue operations.

20 **PARTICIPATING MUNICIPALITIES**

21 The following municipalities are parties to the new agreement:

- 22 • City of Daytona Beach Shores
- 23 • City of Edgewater
- 24 • City of New Smyrna Beach
- 25 • City of Port Orange
- 26 • City of South Daytona
- 27 • Town of Ponce Inlet

28 **IMPORTANCE OF CLOSEST UNIT RESPONSE**

29 A Closest Unit Response Agreement is a requirement of both:

- 30 1. **ISO** (Insurance Services Office) – ISO ratings impact homeowners' and business  
31 insurance premiums. A strong closest unit response agreement ensures that properties are  
32 well-protected, contributing to lower insurance costs for residents and businesses.
- 33 2. **Accreditation Body** (Center for Public Safety Excellence - CPSE) – The Town’s fire-  
34 rescue services are pursuing accreditation, and maintaining a closest unit response system  
35 is critical for meeting performance benchmarks in emergency response and service  
36 delivery.

37 This agreement is essential for maintaining and improving the Town’s ISO rating and  
38 accreditation efforts.

39 **KEY ELEMENTS OF THE NEW AGREEMENT**

- 40 1. **Agreement Term & Termination – Page 3**
  - 41 ○ Specifies a five-year term with automatic three-year renewals unless modified or
  - 42 terminated.
  - 43 ○ Requires a 60-day notice for any participating agency wishing to withdraw from
  - 44 the agreement.
  - 45 ○ Allows for future amendments to reflect evolving operational needs and best
  - 46 practices.
- 47 2. **Automatic Aid & Closest Unit Dispatch – Page 4**
  - 48 ○ Ensures the closest available fire-rescue unit is dispatched regardless of
  - 49 jurisdictional boundaries, improving response times and resource utilization.
  - 50 ○ Standardizes dispatch protocols across participating municipalities.
  - 51 ○ Reduces delays and enhances public safety through a coordinated response.
- 52 3. **Operational Coordination & Standardization – Page 5**
  - 53 ○ Promotes collaboration among participating agencies to ensure consistency in
  - 54 training, operations, and incident command systems.
  - 55 ○ Utilizes joint training programs to maintain operational readiness and proficiency.
  - 56 ○ Ensures unified command through the Incident Command System (ICS),
  - 57 following National Incident Management System (NIMS) guidelines.
- 58 4. **Mutual Aid for Large-Scale Incidents – Page - 5**
  - 59 ○ Supports collaboration and sharing of resources during significant emergencies or
  - 60 disasters.
  - 61 ○ Ensures that agencies assist one another when local resources are overwhelmed,
  - 62 without compromising primary response capabilities.

- 63 **5. Liability, Financial Considerations, & Reimbursement Mechanism – Page - 5**  
64       ○ Establishes clear guidelines for reimbursement when one municipality provides a  
65       disproportionate amount of aid to another.  
66       ○ Includes a financial mechanism to account for unequal call volume and aid  
67       delivery between jurisdictions.  
68       ○ Provides the option for alternative compensation through in-kind services, such as  
69       fire prevention or training support.  
70       ○ Details billing and collection procedures to ensure transparent and accountable  
71       financial practices.

- 72 **6. Sovereign Immunity Protections – Page 7**  
73       ○ Maintains protection under Florida law (Section 768.28) for participating  
74       municipalities, limiting liability and legal exposure.  
75       ○ Safeguards agencies from financial burdens that could arise from mutual aid  
76       agreements.

77 **STAFF RECOMMENDATION**

78 Staff recommends that the Essential Services Advisory Board forward the new Interlocal  
79 Agreement for Fire-Rescue Automatic Aid and Closest Unit Response to the Town Council with a  
80 recommendation of **approval**.

81

**INTERLOCAL AGREEMENT BETWEEN THE  
SOUTHEAST VOLUSIA COUNTY FIRE AGENCIES  
FOR FIRE RESCUE AUTOMATIC AID**

**THIS INTERLOCAL AGREEMENT** for the continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System in Southeast Volusia County is entered into between the Municipalities executing this Agreement, as defined herein (collectively, the “Parties”).

**WITNESSETH**

**WHEREAS**, § 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, in 2004, the Parties entered into an interlocal agreement establishing an automatic aid via closest unit response system for fire rescue and emergency medical services to enhance public safety and emergency response in the southeastern region of Volusia County (the “Prior Agreement”); and

**WHEREAS**, since then, the Parties have successfully implemented and maintained the mutual aid services established under the Prior Agreement; and

**WHEREAS**, the Parties desire to continue the mutual aid services established under the Prior Agreement while expanding cooperative efforts to further enhance the quality and scope of essential public safety services provided to their respective communities; and

**WHEREAS**, the Parties agree that the continuation and expansion of these cooperative services are in the best interest of the public and will promote a coordinated response to life-threatening emergencies and an efficient use of resources.

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, the Parties hereto agree as follows:

- 1. Recitals.** The above recitals are true and correct and are hereby incorporated herein by reference.
- 2. Definitions.**
  - 2.1 *Automatic Aid* shall mean the automatic dispatch of, and response by, emergency response units to an incident within the defined service area, as identified in Exhibit “A” attached hereto and incorporated herein by this reference, without the initiation of a Mutual Aid request.

- 2.2 *Closest Unit Response* shall mean a response protocol in which the emergency response unit geographically closest to an incident, regardless of jurisdictional boundaries, that is available is dispatched to provide immediate aid.
- 2.3 *Emergency Services* shall include, but not be limited to, fire suppression, emergency medical, hazardous material, and technical rescue. Other related Emergency Services not expressly identified in this Agreement may also be provided if mutually agreed upon by the Parties.
- 2.4 *Municipalities* shall mean the following municipal incorporations, each of which is organized under the laws of the State of Florida and is a signatory to this Agreement: City of Daytona Beach Shores, City of Edgewater, City of New Smyrna Beach, Town of Ponce Inlet, City of Port Orange, and City of South Daytona.
- 2.5 *Mutual Aid* shall mean assistance dispatched upon request by one Party to one or more other Parties, in which the Responding Party approves such request to lend assistance across jurisdictional boundaries for a particular incident.
- 2.6 *Southeast Volusia County* shall mean the regional geographical land area within the political subdivisions of City of Daytona Beach Shores, the City of Edgewater, the City of New Smyrna Beach, the Town of Ponce Inlet, the City of Port Orange, and the City of South Daytona.
- 2.7 *Responding Party* shall mean the agency providing assistance to another agency that has declared an emergency incident.
- 2.8 *Receiving Party* shall mean the agency receiving assistance from another agency to mitigate an emergency incident.
3. **Background; Purpose.** Those fire rescue and medical emergency agencies from the City of Daytona Beach Shores, City of Edgewater, City of New Smyrna Beach, Town of Ponce Inlet, City of Port Orange, and City of South Daytona (hereafter referred to as the “Southeast Volusia Fire Agencies” or “SVFA”), have a long-standing history of cooperation in providing emergency services to residents in the Southeast Volusia County community. The purpose of this Interlocal Agreement (hereafter known as the “Agreement”) is to provide for the continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System established under the Prior Agreement, as well as identify other areas of cooperative efforts that would further enhance emergency services in Southeast Volusia County.
4. **Effective Date.** This Agreement shall become effective upon approval and execution by the elected governing bodies of the Parties and filing with the Clerk of the Circuit Court in and for Volusia County, Florida. However, the failure of any individual Party to approve or execute this Agreement shall not affect its validity or enforceability among the Parties that have duly approved and executed it. The participating Parties acknowledge that this



Agreement may be amended or supplemented in the future to include additional local government agencies upon their approval and execution.

**5. Term; Termination.**

5.1 Upon proper execution and recordation, this Agreement shall remain in full force and effect for five (5) years from the effective date. Upon expiration of the initial term, this Agreement shall automatically renew for three-year periods.

5.2 Any Party may withdraw from participating in this Agreement by providing written notice of withdrawal to all other Parties hereto. The notice shall be provided at least sixty (60) days prior to the effective date of withdrawal and state the reason for withdrawal. A Party's withdrawal shall not affect this Agreement's validity among the remaining Parties.

**6. Amendment.** Any Party may propose amendments to this Agreement at least ninety (90) days prior to the renewal date. All proposed amendment must be distributed in writing to the Parties for review. Any amendments to this Agreement must be agreed upon by all Parties and formalized in a written amendment signed by each Party. If no modifications are agreed upon by all, the Agreement shall renew under its existing terms.

**7. Acknowledgement.** The Parties acknowledge that the ability to fully comply with the provisions of this Agreement may vary due to the differences in organizational nature, authority, scope of service, and operational capability of each fire rescue and emergency medical service agency providing Emergency Services under this Agreement. As such, the Parties agree to provide such reciprocal assistance on a mutual-aid basis based on the availability of the providing Party's resources at the time. Further, each Party commits to making reasonable efforts to enhance their respective capacity and strive toward full compliance with the provisions of this Agreement in the future.

**8. Joint Operational Coordination.** The Parties agree to work collaboratively to coordinate the delivery of Emergency Services under this Agreement, including, but not limited to, the following:

8.1 Cross-utilization of command staff for emergency incident management.

8.2 Cross-utilization of administrative staff to coordinate and provide fire and EMS training.

8.3 Cross-utilization of support staff to provide IT and other technical support.

8.4 Cross-utilization of fire inspection and fire investigation resources.

8.5 Coordination of EMS and fire equipment purchasing to ensure maximum purchasing power.

8.6 Coordination of fire resource deployment within Southeast Volusia County to ensure maximum geographical coverage during periods of high call volume.

- 8.7 Collaborative strategic planning for the future placement of apparatuses to maximize flexibility of available resources.
- 8.8 Coordination of training activities to achieve maximum participation with minimal impact on overtime.
- 8.9 Coordination in the development of emergency operational guidelines to maximize the effectiveness, efficiency, and consistency of regional service delivery.

## 9. Rendering Aid.

### 9.1 *Automatic Aid.*

- A. *Generally.* The Parties agree to provide Automatic Aid utilizing the Closest Unit Response protocol for all emergency fire and EMS-related incidents that occur within the defined response area. Under this protocol, the emergency response unit geographically closest to an incident, regardless of jurisdictional boundaries, that is available shall be automatically dispatched to provide assistance. The Parties agree that Automatic Aid responses shall apply exclusively to emergency fire and EMS-related incidents; all emergency incidents that are not classified as emergency fire or EMS-related will be classified as Mutual Aid requests.
- B. *Dispatch Assignments.* The Parties shall establish and maintain predefined Automatic Aid unit response assignments through a collaborative process led by the fire chiefs or their designees. This process shall include:
  - 1. *Assessment and Development:* The fire chiefs shall evaluate geographic proximity, resource availability, and incident types to develop appropriate unit response assignments.
  - 2. *Dispatch Coordination:* The assignments shall be integrated with dispatch systems to ensure efficient deployment of resources.
  - 3. *Review and Agreement:* The fire chiefs shall review and mutually agree upon the assignments, documenting them in the Automatic Aid operational procedures.
  - 4. *Ongoing Evaluation:* Response assignments shall be reviewed at least every three (3) years or as needed based on operational changes, with updates made by mutual agreement.
- C. *Incident Command.* The Parties understand and agree that the Incident Command System (“ICS”), as defined by the National Incident Management System (“NIMS”), is the framework for controlling and managing Automatic Aid incidents within a given jurisdiction. Accordingly, unless otherwise specified in the Standard Operating Procedures or in a written instrument executed by the applicable Parties, the first arriving officer on scene, regardless of jurisdiction, shall be in command of the

emergency incident and responsible for tactical coordination of all personnel and equipment used to control the incident until command is transferred to an appropriate command officer of the Receiving Party.

- 9.2 *Mutual Aid.*** The Parties agree to provide Mutual Aid to one another upon request, subject to the availability of personnel, equipment, and resources. Mutual Aid shall be provided when an incident exceeds the capabilities of the Receiving Party, and the Responding Party determines it can render assistance without compromising its own operational readiness. Requests for Mutual Aid shall be made through the designated communication channels and in accordance with the Standard Operating Procedures established under this Agreement.

## **10. Standard Operating Procedures.**

- 10.1 The Parties agree to collaboratively develop, implement, and maintain Standard Operating Procedures that will govern automatic and mutual aid operations (the “SOPs”). Such SOPs shall comprehensively address topics such as, but not limited to, dispatch procedures, communications, apparatus response, tactical operations, medical control, EMS protocols, incident command, and incident reporting.
- 10.2 Each Party shall maintain copies of all current and updated SOPs, ensuring they are readily accessible to command staff, emergency personnel, and dispatch centers. Additionally, the Parties shall ensure that all relevant personnel receive appropriate training and updates regarding any modifications to these procedures.
- 10.3 The SOPs shall be formally reviewed no less than every three (3) years by the respective fire chiefs of the Parties, or their designees, to assess the effectiveness of existing procedures, identify areas for improvement, and incorporate lessons learned from joint operations and evolving best practices. Any necessary updates or revisions shall be mutually agreed upon and documented, with revised SOPs distributed to all affected personnel in a timely manner.

- 11. Records.** Requests for aid under this Agreement may be made by telephone, radio, computer network, or as otherwise designated in the SOPs. Records, reports, and other relevant information pertaining to incidents requiring aid will be maintained by the Volusia County Emergency Operations and Sheriff’s Communications Center (“Center”) in accordance with the Center’s established policies and procedures. Lawful access to such records, reports, and information shall be upon request in accordance with the Center’s established policies and procedures and as provided by law.

## **12. Reimbursement.**

- 12.1 All costs associated with providing aid as contemplated under this Agreement shall be the responsibility of the Responding Party except as otherwise expressly stated in this Agreement or any other written agreement between the applicable Parties, or, for a

declared emergency only, the applicable respective funding responsibilities per Federal Emergency Management Agency requirements. Any other agreements relating to payment for fire protection and emergency medical services shall remain in effect.

- 12.2 Except as otherwise expressly provided in this Agreement, each Party is solely responsible for the wages, salaries, cost of workers' compensation or other insurance premiums and benefits, and retirement and other job benefits to any of its employees or contractors, whether said persons provided any services to any other Party under this Agreement.
- 12.3 Except as otherwise expressly provided in this Agreement, the Responding Party furnishing any equipment pursuant to this Agreement shall bear the cost of any loss or damage to its equipment and shall be solely responsible for any expenses incurred in the operation or maintenance of such equipment.
- 12.4 Any Responding Party that provides transport service may require reimbursement for the transport service from the transported patient to the extent permitted by law. The Responding Party will handle billing, insurance claims, and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest federal Medicare guidelines, if applicable. The requesting Party shall receive, upon request, a copy of any such invoices or other documentation, provided that neither Party shall use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("ePHI") except as permitted by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), each as amended, and the regulations promulgated thereunder (collectively "HIPAA"), and any other applicable laws and regulations, all as may be amended from time to time.
- 12.5 In the event of minor discrepancies in cost under this Agreement, the Parties agree to make reasonable efforts to resolve such differences through "in-kind reimbursement." The process for determining the form and timing of in-kind reimbursement shall involve a mutual agreement process, which includes:
  - A. *Notification:* The Party identifying the discrepancy shall notify the other Party in writing, providing a clear explanation of the cost variance and any supporting documentation.
  - B. *Review and Discussion:* Both Parties shall review the discrepancy and engage in a discussion to assess the nature and extent of the difference, considering operational impacts and equitable resolution options.
  - C. *Proposal of In-Kind Reimbursement:* Each Party shall have the opportunity to propose a form of in-kind reimbursement that is appropriate and proportionate to the discrepancy, ensuring the exchange maintains the spirit of fairness and operational feasibility.

- D. *Mutual Agreement*: The Parties shall negotiate in good faith to reach a mutual agreement on the in-kind reimbursement, documenting the agreed-upon terms, including the specific services, goods, or other forms of compensation to be provided, along with the timeline for fulfillment.

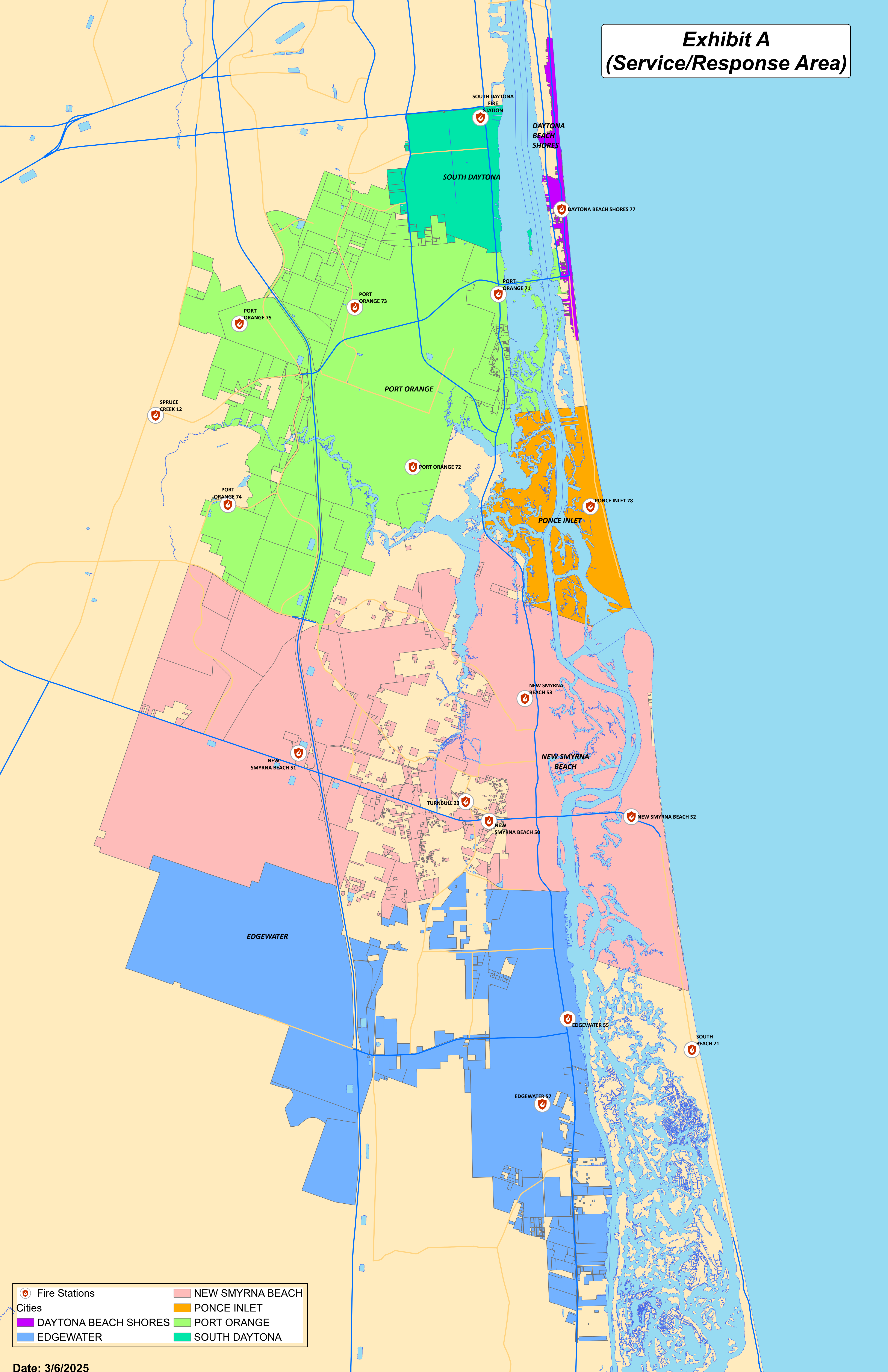
### **13. Indemnity.**

- 13.1 To the extent permitted and as limited by § 768.28, *Florida Statutes*, the Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all of its own costs, attorney's fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation of the defense thereof and any appellate proceedings, and from and against any orders, judgments, or decrees that may be entered as a result thereof.
  - 13.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages, and causes of actions arising out of or occurring during travel to or from its own incident or emergency or from an incident or emergency covered by this Agreement.
  - 13.3 The Parties agree that this Agreement does not require any Party to provide, nor entitle any Party to demand, indemnification, defense, or hold harmless relating to any claims, demands, damages, or causes of action that may be brought against any Party pursuant to this Agreement.
  - 13.4 Any existing privileges and immunities, limitations from liability, exemptions from laws, ordinances, and rules, and all pensions, benefits, and other relief, disability, workers' compensation, and other benefits that apply to the officers, agents, or employees of the Parties hereto when performing their respective functions and duties within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of those functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.
  - 13.5 Nothing herein shall be construed as a waiver of any Party's sovereign immunity under § 768.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars (\$200,000.00) for any single claim and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. This provision shall survive the natural expiration or earlier termination of this Agreement.
- 14. Assignment.** No Party hereto shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of all Parties to this Agreement.

15. **Third-Party Beneficiaries.** The Parties expressly acknowledge and agree that this Agreement is intended solely for the benefit of the Parties hereto and shall not be construed to create any rights, benefits, or causes of action in any third parties. No person or entity other than the Parties to this Agreement shall have any legal or equitable right, remedy, or claim under this Agreement.
16. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes any prior discussions, agreements, or understandings, whether oral or written.
17. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were omitted, and all other provisions will remain in full force and effect.
18. **Waiver.** No failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
19. **Dispute Resolution.** If the Parties to this Agreement fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Fla. Stat. §§ 164.101-164.1061. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Volusia County, Florida.
20. **Governing Law; Venue; Jury Trial Waiver.** Notwithstanding any conflict of laws, this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts located in Volusia County, Florida, or federal courts for the Middle District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
21. **Recording.** This Agreement and any subsequent amendments shall be recorded in the Official Records of Volusia County, Florida.

*[signatures on following page]*

# Exhibit A (Service/Response Area)



Fire Stations	NEW SMYRNA BEACH
DAYTONA BEACH SHORES	PONCE INLET
EDGEWATER	PORT ORANGE
	SOUTH DAYTONA

**IN WITNESS WHEREOF**, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the dates written below.

**CITY OF DAYTONA BEACH SHORES**

\_\_\_\_\_  
*[Name, Title]*

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
*[Name]*, City Clerk

**CITY OF EDGEWATER**

\_\_\_\_\_  
*[Name, Title]*

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
*[Name]*, City Clerk

**CITY OF NEW SMYRNA BEACH**

\_\_\_\_\_  
*[Name, Title]*

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
*[Name]*, City Clerk



**THE TOWN OF PONCE INLET**

\_\_\_\_\_  
*[Name, Title]*

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
*[Name]*, City Clerk

**THE CITY OF PORT ORANGE**

\_\_\_\_\_  
*[Name, Title]*

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
*[Name]*, City Clerk

**THE CITY OF SOUTH DAYTONA**

\_\_\_\_\_  
*[Name, Title]*

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
*[Name]*, City Clerk



**Meeting Date:** April 3, 2025

**Agenda Item:** 7-B

## **Report to Essential Services Advisory Board**

**Topic:** Request for approval of the Interlocal Agreement for Shared Use of Emergency Response Reserve Apparatus.

**Summary:** The purpose of the attached Interlocal Agreement is to provide clarity and structure to the loan process between participating municipalities for reserve apparatus and equipment while ensuring the Council's concerns are effectively addressed.

**Suggested motion:** To forward the Interlocal Agreement for Shared Use of Emergency Response Reserve Apparatus to the Town Council with a recommendation of APPROVAL.

**Requested by:** Chief Scales, Public Safety Director

**Approved by:** Mr. Disher, Town Manager



**MEMORANDUM**  
**Office of the Public Safety Director**

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Michael E. Disher, AICP, Town Manager  
From: Daniel Scales, CFO, Public Safety Director, Fire Chief  
Date: March 18, 2025  
Subject: Request for approval of the Interlocal Agreement for Shared Use of Emergency Response Reserve Apparatus

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**Meeting Date:** April 3, 2025

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1 **Purpose:**

2 This report presents an Interlocal Agreement that allows participating municipalities to share  
3 reserve emergency response vehicles and equipment. The purpose of this agreement is to address  
4 concerns raised by the Town Council during the October 17, 2024, meeting. It provides clarity  
5 and structure to the loan process for reserve apparatus and equipment while ensuring that the  
6 Council's concerns are effectively addressed. Relevant materials from that meeting are included  
7 in this report. Staff is seeking approval to move forward with this agreement.

8 **Background:**

9 Fire departments and emergency services occasionally face equipment shortages due to  
10 maintenance, breakdowns, or unexpected incidents. This agreement provides a structured way  
11 for municipalities to borrow reserve fire trucks, ambulances, and other emergency vehicles when  
12 needed.

13 For nearly two decades, an informal arrangement has allowed participating agencies to borrow  
14 and loan apparatus as needed. While this system has worked well historically, a more structured  
15 and formalized agreement is beneficial to ensure clarity and consistency.

16 Authorized under §163.01, Florida Statutes (Florida Interlocal Cooperation Act of 1969), the  
17 agreement allows local governments to work together for the benefit of their communities. Each  
18 municipality keeps ownership of its own equipment but can make it available for shared use  
19 under specific conditions.

20 **Participating Municipalities:**

21 The following municipalities would be parties to the interlocal agreement:

- 22 • City of Daytona Beach Shores
- 23 • City of Edgewater
- 24 • City of New Smyrna Beach
- 25 • City of Port Orange
- 26 • City of South Daytona
- 27 • Town of Ponce Inlet

28

29 **Key Points of the Agreement:**

- 30 • **Flexible Participation:** No municipality is required to provide equipment at all times—  
31 availability depends on operational needs.
- 32 • **Borrowing Process:** Requests must be approved by the owning agency, which has  
33 discretion to approve or deny based on its own priorities. Borrowed apparatus must be  
34 returned promptly.
- 35 • **Operator Requirements:** Only trained and certified personnel can use the borrowed  
36 apparatus.
- 37 • **Fuel & Maintenance:** Borrowing agencies cover fuel costs and routine care while using  
38 the apparatus. The owning agency handles major maintenance and repairs.
- 39 • **Liability & Insurance:** Each party is responsible for its own liabilities, with protections  
40 in place to avoid undue risks. Damage resulting from an accident would fall under the  
41 insurance coverage of the borrowing agency.
- 42 • **Agreement Term:** Initially for three years, with automatic renewal unless a municipality  
43 opts out with 60 days' notice.

44 **Why This Makes Sense:**

- 45 • **Improves Readiness:** Ensures departments have access to needed resources, even when  
46 their own apparatus is down.
- 47 • **Strengthens Collaboration:** Builds better working relationships among regional  
48 emergency service providers.

49 **Recommendation:**

50 Staff recommends ESAB forward the subject this Interlocal Agreement to the Town Council  
51 with a recommendation of **approval**.

52 **Attachments:**

- 53 • Interlocal Agreement for Shared Use of Emergency Response Reserve Apparatus

**INTERLOCAL AGREEMENT  
FOR SHARED USE OF  
EMERGENCY RESPONSE RESERVE APPARATUS**

**THIS INTERLOCAL AGREEMENT** for the shared use of reserve emergency response vehicles and equipment is entered into between the Municipalities, as defined herein, executing this Agreement (each referred to as a “Party” and collectively as the “Parties.”).

- 1. Purpose; Scope.** The purpose of this Agreement is to provide for and establish the framework for the shared use of reserve emergency response vehicles and equipment among the Parties. Each Party agrees to make its reserve emergency response vehicles and/or equipment available for shared use by the other Parties hereto, subject to the terms of this Agreement. Reserve vehicles and equipment made available under this Agreement shall be used exclusively for official emergency response, training, maintenance, and other approved governmental purposes. This Agreement does not create an obligation for any Party to provide a reserve vehicle or equipment at any given time, and the Party owning the reserve vehicle or equipment retains the right to recall its vehicle and/or equipment as needed to meet its own operational demands.
- 2. Statutory Authority.** This Interlocal Agreement (the “Agreement”) is entered into pursuant to the authority granted by § 163.01, *Florida Statutes*, also known as the “Florida Interlocal Cooperation Act of 1969.” This statute authorizes local governmental entities to make efficient use of their powers by enabling them to cooperate and enter into agreements for the mutual benefit of their jurisdictions and their residents. The Parties affirm that they are each duly authorized under their respective governing laws to enter into this Agreement and to perform the obligations set forth herein.
- 3. Definitions.**
  - 3.1 *Apparatus* means the reserve emergency response vehicle and/or equipment, such as, but not limited to, fire trucks, ambulances, rescue vehicles, specialized emergency response units, and related equipment, which are designated as reserve units available for shared use under this Agreement.
  - 3.2 *Borrowing Party* means a Party hereto that has received approval from the Owning Party to use its Apparatus under the terms of this Agreement.
  - 3.3 *Municipalities* shall mean the municipal incorporations, each of which is organized under the laws of the State of Florida and is a signatory to this Agreement.
  - 3.4 *Owning Party* means the Party that owns a specific Apparatus and retains overall responsibility for its maintenance, management, and control.
- 4. Effective Date.** This Agreement shall become effective upon approval and execution by the elected governing bodies of the Parties and filing with the Clerk of the Circuit Court in and for Volusia County, Florida. However, the failure of any individual Party to approve or execute this Agreement shall not affect its validity or enforceability among the Parties that

have duly approved and executed it. The Parties acknowledge that this Agreement may be amended or supplemented in the future to include additional local government agencies upon their approval and execution.

**5. Term; Termination.**

5.1 Upon proper execution and recordation, this Agreement shall remain in full force and effect for three (3) years from the effective date. Upon expiration of the initial term, this Agreement shall automatically renew for three-year periods.

5.2 Any Party may withdraw from participating in this Agreement by providing written notice of withdrawal to all other Parties hereto. The notice shall be provided at least sixty (60) days prior to the effective date of withdrawal and state the reason for withdrawal. A Party's withdrawal shall not affect this Agreement's validity among the remaining Parties, if any.

5.3 Upon termination, the Borrowing Party shall promptly return any and all borrowed Apparatuses to the Owning Party, and both Parties shall be released from further obligations under this Agreement, except for any liabilities incurred prior to termination.

**6. Amendment.** Any Party may propose amendments to this Agreement at least ninety (90) days prior to the renewal date. All proposed amendment must be distributed in writing to the Parties for review. Any amendments to this Agreement must be agreed upon by all Parties and formalized in a written amendment signed by each Party. If no modifications are agreed upon by all, the Agreement shall renew under its existing terms.

**7. Policies and Procedures.** The Parties agree to collaboratively develop and maintain uniform policies and procedures governing the implementation of this Agreement. These policies and procedures shall establish guidelines for the request, use, maintenance, and return of shared Apparatuses, as well as protocols for training, liability, and reimbursement, if applicable.

**8. Apparatus Use.**

8.1 A Borrowing Party shall submit a request to borrow an Apparatus to the Owning Party, who retains the sole discretion to approve or deny such requests based on availability, operational needs, and other relevant considerations. The Borrowing Party shall use the Apparatus in a manner consistent with industry standards, applicable laws, and the Owning Party's established policies and procedures.

8.2 The Borrowing Party shall exercise reasonable care in operating and maintaining the Apparatus while in its possession. The Apparatus shall not be used outside the scope of authorized governmental activities.

8.3 Each Borrowing Party shall ensure that only properly trained and qualified personnel operate or utilize any borrowed Apparatus. All personnel assigned to operate the Apparatus must meet the Owning Party's minimum training, certification, and licensing

requirements, as well as any applicable local, state, or federal regulations governing the operation of such equipment.

8.4 The Borrowing Party shall be responsible for supplying all fuel used during the period it borrows an Apparatus. The Owing Party shall ensure the fuel tank(s) are full when the Borrowing Party picks up the Apparatus, and the Borrowing Party shall ensure the fuel tank(s) are full when it returns the Apparatus to the Owing Party.

8.5 The Borrowing Party shall return any borrowed Apparatuses to the Owing Party no later than one business day following conclusion of the share period.

**9. Ownership; Lending Authority.** Each Apparatus will remain the exclusive asset of the Owing Party. Only the Owing Party has the authority to lend its Apparatus to a Borrowing Party. Under no circumstances may a Borrowing Party lend, sublease, or otherwise transfer possession of the Apparatus to another Party or any third party.

**10. Party Responsibilities.**

10.1 *Management; Control.* Each Owing Party shall retain primary responsibility for the overall management and control, including operational readiness, maintenance, and compliance with applicable regulations and safety standards, of its own Apparatuses. The Borrowing Party shall use the Apparatus only for its intended purpose and in accordance with the terms of this Agreement.

10.2 *Maintenance.*

A. Each Owing Party shall be solely responsible for performing and funding all routine maintenance, repairs, and inspections necessary to keep its Apparatus in a state of operational readiness while the Apparatus is in the Owing Party's possession. Each Owing Party shall also be solely responsible for performing and funding all non-routine repairs and maintenance necessitated by ordinary wear and tear of the Apparatus it owns.

B. The Borrowing Entity shall be responsible for routine maintenance and care while the Apparatus is in its possession and shall return the Apparatus in the same condition, normal wear and tear excepted.

10.3 *Alterations.* A Borrowing Party shall not modify, alter, or make any structural, mechanical, or operational changes to the Apparatus without the prior written consent of the Owing Party. If an alteration is approved, the Borrowing Party requesting the modification shall be responsible for all associated costs. Any approved alteration shall become the property of the Owing Party upon completion.

10.4 *Notification.* The Borrowing Party shall notify the Owing Party immediately of any mechanical issues, damages, or other concerns that arise while the Apparatus is in its possession. The Borrowing Party shall not undertake any repairs or maintenance unless expressly authorized in writing by the Owing Party.

**11. Insurance and Liability - \*may be subject to modification\***

**11.1 Insurance Requirements:**

Each Party shall maintain in full force and effect during the term of this Agreement insurance coverage sufficient to cover liabilities arising from its use of the Apparatus, including but not limited to commercial general liability, automobile liability, and workers' compensation insurance, as required by Florida law. Coverage limits shall not be less than the statutory limits established under § 768.28, Florida Statutes, or as otherwise required by law.

**11.2 Proof of Insurance:**

Upon request, each Party shall furnish to the other Parties certificates of insurance or other evidence of coverage. All policies shall include a provision that the insurance carrier will provide at least thirty (30) days' written notice of cancellation, termination, or modification to the Owning Party.

**11.3 Liability During Use:**

The Borrowing Party shall be solely responsible for any damage, loss, or liability arising from its use, operation, or maintenance of the Apparatus while in its possession. This includes, but is not limited to, property damage, personal injury, or death caused by or arising from the Borrowing Party's use of the Apparatus.

**11.4 Owning Party Liability:**

The Owning Party shall not be liable for any damages or losses resulting from the Borrowing Party's use, operation, or maintenance of the Apparatus. The Borrowing Party shall indemnify and hold harmless the Owning Party from any claims arising from the Borrowing Party's use of the Apparatus, except as otherwise provided in this Agreement.

**11.5 Damage and Repairs:**

In the event that an Apparatus sustains damage while in the possession of the Borrowing Party, the Borrowing Party shall be responsible for all costs associated with repair or replacement, except where such damage results solely from a defect in the Apparatus or ordinary wear and tear.

**11.6 Self-Insurance:**

Any Party that elects to self-insure shall be considered to have met the insurance requirements set forth herein, provided that the self-insurance program meets or exceeds the statutory limits and requirements specified in § 768.28, Florida Statutes.

**12. Indemnification.** To the extent permitted by Florida law, each Party agrees to indemnify, defend, and hold harmless the other Party, and its officers, employees, representatives, and agents from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, relating to or resulting from any third-party claim, suit, action, or proceeding arising out of or occurring in connection with this Agreement, except to the extent such claims are determined to have resulted from the other Party's negligence or willful misconduct. Nothing herein shall be construed as a waiver of either Party's sovereign immunity under § 768.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars (\$200,000.00) for any single claim



and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. This provision shall survive the natural expiration or earlier termination of this Agreement.

13. **Third-Party Beneficiaries.** The Parties expressly acknowledge and agree that this Agreement is intended solely for the benefit of the Parties hereto and shall not be construed to create any rights, benefits, or causes of action in any third parties. No person or entity other than the Parties to this Agreement shall have any legal or equitable right, remedy, or claim under this Agreement.
14. **Dispute Resolution.** If the Parties to this Agreement fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Fla. Stat. §§ 164.101-164.1061. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Volusia County, Florida.
15. **Governing Law; Venue; Jury Trial Waiver.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute, claim, or controversy arising out of or relating to this Agreement shall be in the appropriate state or federal court having jurisdiction in Volusia County, Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
16. **Assignment.** No Party hereto shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of all Parties to this Agreement.
17. **Non-Waiver.** The failure of any Party to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be considered a waiver or a relinquishment for the future enforcement of any such covenant, term, provision, or condition.
18. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes any prior discussions, agreements, or understandings, whether oral or written.
19. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were omitted, and all other provisions will remain in full force and effect.
20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. **Recording.** This Agreement and any subsequent amendments shall be recorded in the Official Records of Volusia County, Florida.

*[signatures on following page]*

DRAFT

**IN WITNESS WHEREOF**, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the dates written below.

[Insert appropriate signatory lines]

DRAFT



**Meeting Date:** April 3, 2025

**Agenda Item:** 8

## **Report to Essential Services Advisory Board**

**Topic:** Report of Staff

**Summary:** Department Directors will provide a report and/or update of department projects:

- A. Fire Department – Chief Scales
- B. Public Works – Mr. Wargo
- C. Police Department – Chief Glazier

**Suggested motion:** At the Board's discretion.

**Requested by:** Ms. Cherbano, Town Clerk

**Approved by:** Mr. Disher, Town Manager