

City of South Daytona

Fire Department

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • 386/322-3033



MEMORANDUM

To: James L. Gillis Jr., City Manager
From: John Brant, Fire Chief
Re: Consideration of approving the Seventh Amendment to the Agreement with Volusia County for the Provision of Fire Suppression Services to the Unincorporated Area on Nova Road until September 30, 2026.
Date: April 17, 2024

On October 1, 2012, the City entered into an agreement with Volusia County to provide fire suppression services and respond to calls within the unincorporated area located along Nova Road mostly comprised of the La Costa Village mobile home park.

The original agreement was extended through five subsequent amendments and was set to expire on September 30, 2020. The City was able to negotiate a sixth amendment which expired on September 30, 2022. The City has been in negotiations with the County, settling on an acceptable reimbursement schedule.

The previous annual reimbursement was \$60,600 for responding to fire suppression calls in this unincorporated area of Volusia County. The proposed seventh amendment covers the current Fiscal Year (2023/2024) and increases the reimbursement to \$80,000. The reimbursement is set to continue to increase in Fiscal Year 2024/2025 to \$85,000 and in Fiscal Year 2025/2026 to \$90,000.

Staff recommends the City Council approve the Seventh Amendment to the Agreement with Volusia County for the Provision of Fire Suppression Services to the Unincorporated Area on Nova Road until September 30, 2026.

**SEVENTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF SOUTH DAYTONA
AND
THE COUNTY OF VOLUSIA
REGARDING THE PROVISION OF
FIRE SUPPRESSION SERVICES TO A
CERTAIN SERVICE AREA**

This Seventh Amendment to the Agreement between the City of South Daytona and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area (hereinafter “**Agreement**”) is entered into by and between the **COUNTY OF VOLUSIA, FLORIDA**, a body corporate and politic and political subdivision of the State of Florida, with its business address at 123 W. Indiana Ave., DeLand, Florida 32720 (hereinafter referred to as “**COUNTY**”), and the **CITY OF SOUTH DAYTONA**, a municipal corporation under the laws of the State of Florida with administrative offices located at 1672 South Ridgewood Ave., South Daytona, Florida 32119 (hereinafter referred to as “**CITY**”).

RECITALS

WHEREAS, the COUNTY is authorized by § 125.01(1)p, Florida Statutes, to “... enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency’s authorized functions”; and

WHEREAS, public agencies (including COUNTY and CITY) are authorized by §163.01(14), Florida Statutes, to enter “... into contracts for the performance of service functions of [such] public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of ... county or city officers.” The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY; and

WHEREAS, pursuant to § 163.01(2), Florida Statutes, the foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting “... local governments to make the most efficient use of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that shall accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”; and

WHEREAS, pursuant to §768.28(19), Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or ensure the other party for the other party’s negligence, or to assume any liability for the other party’s negligence; and

WHEREAS, on October 1, 2012, the COUNTY entered into an agreement with CITY for fire suppression services, with an expiration date of February 28, 2013 (“Agreement”); and

WHEREAS, on April 4, 2013, the parties agreed to amend the Agreement through a First Amendment to the Agreement to extend the term from February 28, 2013, through September 30, 2013; and

WHEREAS, on March 19, 2015, the parties agreed to amend the Agreement through a Second Amendment to the Agreement to amend the fees for service and to extend the contract term from October 1, 2013, to September 30, 2016; and

WHEREAS, the parties agreed to amend the Agreement through a Third Amendment to the Agreement to amend the fees for service and to extend the contract from October 1, 2016, to September 30, 2018; and,

WHEREAS, the parties agreed to amend the Agreement through a Fourth Amendment to the Agreement to amend the fees for service and to extend the contract from October 1, 2018, to September 30, 2019; and,

WHEREAS, the parties agreed to amend the Agreement through a Fifth Amendment to the Agreement to extend the contract term from October 1, 2019 to September 30, 2020.

WHEREAS, the parties agreed to amend the Agreement through a Sixth Amendment to the Agreement to extend the contract term from October 1, 2020 to September 30, 2022.

WHEREAS, the parties agree to amend the Agreement through this Seventh Amendment to the Agreement to extend the contract term from October 1, 2022 to September 30, 2026.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Seventh Amendment, the receipt and sufficiency of which is acknowledged by COUNTY and CITY, the parties agree and stipulate as follows:

1. The foregoing recitals are true, correct and material to this Seventh Amendment and the Agreement.

2. **ARTICLE 8 - FEES FOR SERVICE**, is amended to read as follows:

8.1 Compensation to the CITY shall be paid in the same manner and subject to the same terms and conditions as set forth in the Agreement, commencing October 1, 2022 and continuing through September 30, 2023. The total annual compensation due to the CITY shall be \$60,600.

8.2 Commencing October 1, 2023 and continuing through September 30, 2024, compensation to the CITY shall be paid in the same manner and subject to the same terms and conditions as set forth in the Agreement. The total annual compensation due to the CITY shall be \$80,000.

8.3 Commencing October 1, 2024 and continuing through September 30, 2025, compensation to the CITY shall be paid in the same manner and subject to the same terms and conditions as set forth in the Agreement. The total annual compensation due to the CITY shall be \$85,000.

8.4 Commencing October 1, 2025 and continuing through September 30, 2026, compensation to the CITY shall be paid in the same manner and subject to the same terms and conditions as set forth in the Agreement. The total annual compensation due to the CITY shall be \$90,000 unless the non-emergency medical incidents, as defined in Amendment 2 Section 7.2, decrease compared to the previous fiscal year (FY 24-25). If the non-emergency medical incidents decrease by 10% or more from the previous fiscal year (FY 24-25), then the contract cost for October 1, 2025 through September 30, 2026 would remain at \$85,000.

8.4.a. A representative from the CITY and the COUNTY will independently review the total number of non-emergency medical incidents for October 1, 2023 through September 30, 2024 (FY 23-24) and October 1, 2024 through September 30, 2025 (FY 24-25). These representatives will compare data sets. Each non-similar non-emergency medical incident will be reviewed and determined whether it should be included in the total count. Once a final total count for each fiscal year has been determined. The data sets will be compared to determine the percentage of change from the two fiscal years. This percentage will be used to determine the contract cost for October 1, 2025 through September 30, 2026 (FY 25-26).

8.5 All funds for payment by the COUNTY under this Agreement are subject to the availability of an annual appropriation for this purpose by COUNTY. In the event of non-appropriation of funds by the County Council of Volusia County for the services provided under this Agreement, COUNTY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then current year for the serviced covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuation of this Agreement, notice of intent to consider cancellation shall be accepted by SOUTH DAYTONA upon thirty (30) days prior to written notice. COUNTY shall not be obliged under this Agreement beyond the date of termination under this paragraph, where termination occurs as the result of the non-appropriation of funds.

3. Section 10.1 of **ARTICLE 10 – TERM OF AGREEMENT**, is hereby amended to read as follows:

10.1 This Agreement shall be retroactive to October 1, 2022 and remain in full force and effect through September 30, 2026 (inclusive), unless this Agreement is otherwise extended or terminated in accordance with the terms hereof.

4. In **ARTICLE 12 - NOTICES**, the copy of a notice is amended to read as follows:

With a copy to: Emergency Services Director
 Historical Courthouse
 125 West New York Avenue Ste 183
 DeLand, FL 32720-4612

5. This Seventh Amendment is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Seventh Amendment and the Agreement, this Seventh Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to the Agreement between the City of South Daytona and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area to be executed by their duly authorized officers on the dates set forth below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: George Recktenwald
Title: County Manager
Dated: _____

By: _____
Name: Jeffrey S. Brower
Title: County Chair
Dated: _____

ATTEST:

CITY OF SOUTH DAYTONA

By: _____
Name: James L. Gillis, Jr.
Title: City Manager
Dated: _____

By: _____
Name: William C. Hall
Title: Mayor
Dated: _____

Approved as to Form and Correctness:

_____ City Attorney