

City of South Daytona

Office of the City Manager

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • (386) 322-3014



MEMORANDUM

To: James L. Gillis Jr., City Manager
From: Becky Witte, Deputy City Clerk
Re: Consideration of approving an Interlocal Agreement for Shared Use of Emergency Response Reserve Apparatus
Date: June 25, 2025

Attached for consideration is an Interlocal Agreement facilitating the shared use of emergency response reserve apparatus among participating municipalities in Volusia County. Pursuant to the Florida Interlocal Cooperation Act (§163.01, Florida Statutes), this agreement establishes a cooperative framework that enables jurisdictions to lend and borrow reserve emergency vehicles and equipment, including fire trucks, ambulances, and specialized response units for official use in emergency response, training, maintenance, and other approved governmental functions.

This agreement provides mutual access to critical reserve apparatus without obligating any party to supply equipment when unavailable. Ownership and control of each unit remain with the originating municipality, and the agreement outlines detailed responsibilities related to use, maintenance, qualified personnel, refueling, return procedures, and liability. It further ensures all parties maintain appropriate insurance coverage and indemnifies participating agencies in accordance with Florida law, while fully preserving sovereign immunity as set forth in §768.28, F.S.

The agreement becomes effective upon execution by each municipality's governing body and filing with the Clerk of the Circuit Court in and for Volusia County. It carries an initial three-year term with automatic renewal in successive three-year periods, unless terminated with written notice. Additionally, the agreement calls for collaborative development of uniform policies and procedures to guide consistent implementation.

Staff recommends that the City Council approve the Interlocal Agreement for the Shared Use of Emergency Response Reserve Apparatus, thereby enabling the City of South Daytona to participate in this regional partnership that strengthens resource sharing, operational capacity, and public safety service continuity across municipal boundaries.

**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 Owning 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 Owning Party.

8.5 The Borrowing Party shall return any borrowed Apparatuses to the Owning 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 Owning Party. Only the Owning 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 Owning 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 Owning 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 Owning Party's possession. Each Owning 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 Owning 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 Owning Party upon completion.

10.4 *Notification.* The Borrowing Party shall notify the Owning 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 Owning Party.

11. Insurance and Liability -

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* or the equivalent limitations of successor law which are applicable at the time of the loss. 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]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement this 22nd day of July 2025 by the City Council of the City of South Daytona, Florida.

**CITY OF SOUTH DAYTONA,
FLORIDA**

William C. Hall, Mayor

ATTEST: _____
James L. Gillis Jr, City Manager

APPROVED AS TO FORM AND LEGALITY:

Wade C. Vose, City Attorney