



City of Deltona

Mayor
John Masiarczyk, Sr.

Vice Mayor
Zenaida Denizac
District 1

Commissioners:

Webster Barnaby
District 2

Heidi Herzberg
District 3

Nancy Schleicher
District 4

Fred Lowry
District 5

Chris Nabicht
District 6

Acting City Manager
William "Dave" Denny

CANCELLED

SPECIAL CITY COMMISSION MEETING
MONDAY, MARCH 25, 2013
TIME CERTAIN 8:00 PM

2ND FLOOR CONFERENCE ROOM
2345 PROVIDENCE BLVD.
DELTONA, FLORIDA



AGENDA

1. CALL TO ORDER
2. ROLL CALL - CITY CLERK
3. BUSINESS:
 - A. Economic Development Proposal.
4. ADJOURNMENT:

NOTE: If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact City Clerk Joyce Raftery 48 hours in advance of the meeting date and time at (386) 878-8500.

Deltona Municipal Complex 2345 Providence Blvd. Deltona, FL 32725
(386) 878-8100; FAX: (386) 878-8501
City Webpage: www.deltonafl.gov

**INTERLOCAL AGREEMENT BETWEEN
HALIFAX HOSPITAL MEDICAL CENTER
AND THE
CITY OF DELTONA**

THIS INTERLOCAL AGREEMENT is entered into and effective this ____ day of _____, 2013 by and between HALIFAX HOSPITAL MEDICAL CENTER, a special taxing district of the State of Florida ("Halifax"), and CITY OF DELTONA, a municipality of the State of Florida ("City").

WITNESSETH

WHEREAS, the City has an interest in the health care needs of its citizens and those who work, recreate, and travel through its geographic boundaries; and

WHEREAS, Halifax was formed by the Florida Legislature for the purpose of providing health care services and facilities; and

WHEREAS, the City recognizes the benefits that will flow to individuals within the City's boundaries through an affiliation with Halifax to ensure that adequate health care facilities and services are available which will best meet the geographic, economic, and population-related needs of the City; and

WHEREAS, §163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes local governmental entities to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and, thereby, to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the cooperative effort between the parties will mutually benefit the City and Halifax.

NOW THEREFORE, the parties agree as follows:

1. Halifax and the City agree that it is in their respective best interests to work cooperatively to review the health care needs present within the City.
2. Halifax and the City will strive to jointly address issues of mutual concern regarding the health care needs identified within the City and will work together to provide health care services within the City's boundaries to meet those needs. Such services may include, but shall not be limited to primary care and specialty physician services.

3. Halifax and the City agree that, subject to all regulatory requirements, Halifax may establish and operate health care facilities in appropriate areas within the City, as identified by Halifax and confirmed by the City.

4. Halifax and the City agree that the first Halifax Health facility established to meet the needs referenced in this Agreement shall be located at 2090 Saxon Boulevard. Such facility shall be an Urgent Care/Walk-In Clinic.

5. Notices. Any notices required under this Agreement shall be in writing and either hand delivered or sent by U.S. mail to the following:

a. If to City:

b. If to Halifax:

David J. Davidson, Esq.
General Counsel
Halifax Health
303 N. Clyde Morris Blvd.
Daytona Beach, FL 32114

6. Authority to Enter this Agreement. The parties acknowledge and certify that each has the authority to enter this Agreement.

7. No Third Party Beneficiary. No person or entity, other than the City and Halifax, shall have any rights under this Agreement. There are no third party beneficiaries.

8. Sovereign Immunity. Nothing contained in this Agreement shall be deemed or interpreted to operate as a waiver of any party's sovereign immunity as the same may be legally applicable or available to any party.

9. Counterpart Originals. This Agreement may be executed in counterpart originals, each of which shall carry the same force and effect as the original.

10. Recording Agreement. Halifax hereby agrees to record this Agreement immediately following the effective date.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the date set forth above.

CITY OF DELTONA, a Municipality
of the State of Florida

By: _____

Title: _____

Attest:

City Manager

HALIFAX HOSPITAL MEDICAL CENTER,
a special taxing district of the State of
Florida

By: _____
Chair, Board of Commissioners

Attest:

Secretary, Board of Commissioners