



**AGENDA REPORT**  
**October 23, 2018**

**Interlocal Agreement Between the County, the City of Cape  
Canaveral/Canaveral Port Authority for E-911 Dispatch Services and  
Automatic Aid**

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**SUBJECT:**

A Resolution of the Board of County Commissioners of Brevard County, Florida Adopting the renewal of an Interlocal Agreement Between the County, the City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid which has been in effect since 1985.

**FISCAL IMPACT:**

No Fiscal Impact

**DEPT/OFFICE:**

Fire Rescue

**REQUESTED ACTION:**

It is requested the Board of County Commissioners adopt the attached renewal of an Interlocal Agreement between the County, the City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid.

**SUMMARY EXPLANATION and BACKGROUND:**

The City of Cape Canaveral/Canaveral Port Authority and the County desire to renew an existing Agreement for the purpose of the County to provide E-911 Dispatching Services and the City of Cape Canaveral/Canaveral Port Authority to provide fire and emergency medical coverage for the County so as to better protect the lives and property of its citizens.

The County agrees to provide twenty-four hour, seven days a week, E-911 fire and first responder dispatch service to the City of Cape Canaveral/Canaveral Port Authority. Services include receiving emergency calls through the Countywide E-911 system, processing the call, alerting, radio communication, and monitoring units during both emergency and non-emergency operations.

The City of Cape Canaveral/Canaveral Port Authority agrees to provide fire protection and first responder emergency medical services to the unincorporated area. Emergency response to the unincorporated area by the City of Cape Canaveral/Canaveral Port Authority shall be performed automatically. The County's dispatch center shall dispatch

the City of Cape Canaveral/Canaveral Port Authority based on pre-defined response assignments.

The City of Cape Canaveral/Canaveral Port Authority and the County agree to provide automatic aid to each other. Automatic Aid shall be based on a mutually agreed upon predefined process that results in immediate response of emergency personnel by the responding party to the scene of an emergency in the receiving party's jurisdiction on behalf of or with the receiving party. The process shall be initiated through the County Dispatch Center.

The City of Cape Canaveral/Canaveral Port Authority and County agree to share both unique and common emergency response resources for the purpose of expeditious and effective emergency service delivery to City of Cape Canaveral/Canaveral Port Authority and County citizens alike. In that the services provided by both the City of Cape Canaveral/Canaveral Port Authority and County are done so in a reciprocal manner, there are no monetary payments to either the City of Cape Canaveral/Canaveral Port Authority or the County for services identified in this agreement.

The Agreement will be in force and effective upon the approval and signing of said Agreement by both elected governing bodies and shall terminate on September 30, 2021, with two (2) automatic one (1) year renewals to September 30, 2023. Risk Management and County Attorney concur with this action.

**CLERK TO THE BOARD INSTRUCTIONS:**

Return fully executed agreement to Brevard County Fire Rescue, 1040 South Florida Avenue, Rockledge, FL 32955

**ATTACHMENTS:**

**Description**

- **Contract Approval Form**
- **Cape-Port Auto Aid Agreement for Signature**

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> CITY OF CAPE CANAVERAL/CANAVERAL PORT AUTHORITY	
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b> BCFR
<b>4. Contract Description:</b> E-911 DISPATCH SERVICES & AUTOMATIC AID AGREEMENT	
<b>5. Contract Monitor:</b> CHIEF GOLD/PAMELA BARRETT	<b>7. Contract Type:</b>
<b>6. Dept/Office Director:</b> CHIEF MARK SCHOLLMAYER	TERM CONTRACT

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barrett, Pamela <small>Digitally signed by Barrett, Pamela Date: 2018.04.19 15:30:25 -0400</small>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey Date: 2018.04.19 15:30:25 -0400</small>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	Schverak, Christine <small>Digitally signed by Schverak, Christine Date: 2018.08.13 09:12:44 -0400</small>	08/13/2018

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

October 24, 2018

**M E M O R A N D U M**

**TO:** Chief Mark Schollmeyer, Fire Rescue Director

**RE:** Item F.11., Interlocal Agreement Between the County, the City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid

The Board of County Commissioners, in regular session on October 23, 2018, executed renewal of Interlocal Agreement with the City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid. Enclosed is a fully-executed copy of the Interlocal Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Contracts Administration

**INTERLOCAL AGREEMENT REGARDING AUTOMATIC AID  
BETWEEN BREVARD COUNTY, THE CITY OF CAPE CANAVERAL AND  
THE CANAVERAL PORT AUTHORITY**

**THIS AGREEMENT** (the "Agreement"), entered into this 23 day of Oct., 2018, by and between **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "**County**"), the **CITY OF CAPE CANAVERAL**, a municipality incorporated under the Laws of Florida (hereinafter referred to as the "**City**"), and the **CANAVERAL PORT AUTHORITY**, a political subdivision of the State of Florida (hereinafter referred to as the "**Port Authority**").

**WITNESSETH:**

**WHEREAS**, the City, Port Authority and County desire to enter into this Agreement for the purposes of allowing the County, the City, and the Port Authority to share emergency resources, utilize closest unit response, the County to provide E911 dispatching services, and the City and Port Authority to provide fire and emergency medical coverage for the County parcel of property identified in Appendix A, so as to better protect the lives and property of their citizens; and

**WHEREAS**, the County, the City, and the Port Authority find that it is in their respective best interests, and that it is in the best interest of the public health, safety and welfare of their citizens, for the County, City and Port Authority to share emergency response resources; and

**WHEREAS**, this Agreement is authorized pursuant to §§ 125.01(1)(p) and 163.01, Florida Statutes, as an interlocal agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

**SECTION 1. TERM:**

This Agreement will commence and become effective upon its approval and execution by the elected governing bodies of the County, City and Port Authority and filing with the Clerk of the Circuit Court in and for Brevard County, Florida, for three (3) years, and will expire on September 30, 2021. After the initial term, the Agreement may be automatically renewed for two (2) one (1) year renewal periods, with an absolute end date of September 30, 2023. Either party may cancel or make changes to the contract using the terms in Section 2.

**SECTION 2. TERMINATION/AMENDMENT OF AGREEMENT:**

2.1 This Agreement may be terminated by each party upon written notice of termination to the other parties at least forty-five (45) days prior to the date of such termination.

2.2 Each party may request that this Agreement be revised. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed amended language. In order to be deemed effective, the amendment must be approved by the respective governing bodies of the County, City and Port Authority, and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

**SECTION 3. SERVICES PROVIDED:**

Except to the extent provided herein, the County, City and Port Authority agree that they will each provide primary emergency services within their own jurisdictions.

3.1 **Statement of Reciprocity** - The City, Port Authority and the County agree to share both unique and common emergency response resources for the purposes of expeditious and effective emergency service delivery to City, Port Authority and County citizens alike. In that the services are provided by the City, Port Authority and County in a mutually beneficial manner, there shall be no monetary payments to either the City, Port Authority or the County for services identified in this Agreement.

3.2 **E911 Dispatch Services** - The County hereby agrees to provide twenty-four (24) hour, seven days a week, E911 fire and first responder dispatch service to the City/Port Authority. Services include receiving emergency calls through the Countywide E911 system, processing the call (EMD or EFD), alerting, radio communication, monitoring units during both emergency and non-emergency operations, providing access to the Brevard County Fire Rescue (BCFR) computer aided dispatch (CAD) system and providing appropriate annual statistics and reports as requested by the City or Port Authority. The City and Port Authority will provide to the BCFR Dispatch Center predetermined unit response assignments for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> alarm responses as well as all auto-aid agreements between other emergency service providers and the City/Port Authority. The City and Port Authority are responsible for any and all equipment and costs necessary to receive voice and data communications from the BCFR Dispatch Center.

3.3 **Unincorporated Area Coverage** - The City and Port Authority agree to provide fire protection and first responder emergency medical services to the unincorporated area identified in Appendix A. Emergency response to the unincorporated area (Appendix A) by the City and Port Authority shall be performed automatically. The County's dispatch center shall dispatch the City and Port Authority based on pre-defined response assignments.

3.4 **Automatic Aid** - To provide the highest level of protection possible within the Response Area defined herein, the City, Port Authority and County hereby agree to provide Automatic Aid in a closest unit response mode for all emergency requests for service including, but not limited to, first responder medical calls, fire calls, and hazardous materials calls. "Automatic Aid" means and refers to the automatic dispatch of, and response by, an emergency medical services unit and/or fire suppression units to an emergency within an identified service area without the initiation of a mutual aid request. Automatic Aid shall be based on a mutually agreed upon (City, Port Authority and County) predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of, or along with, the Receiving Party, without regard to municipal City or unincorporated County boundaries. The process shall be initiated through the BCFR Dispatch Center. "Receiving Party" shall mean and refer to the authority having jurisdiction of the subject emergency location within the Response Area that is receiving automatic aid pursuant to this Agreement. "Responding Party" shall mean and refer to the authority responding to the request for automatic aid pursuant to this Agreement.

(a) Automatic Aid Response Area—The geographical area, in which the City, Port Authority and the County agree to provide closest unit response Automatic Aid, is identified in Appendix B, incorporated herein by reference, which area shall be referred to as the Automatic Aid Response Area (or the "Response Area") and shall consist of the identified municipal areas and unincorporated areas.

(b) Predefined Unit Response Assignments – The City, Port Authority and the County shall mutually agree on predefined unit response assignments for responding to emergency events within the Automatic Aid Response Area. Closest unit response will be the single most important consideration in the development of predefined unit response assignments. The term "closest unit" shall mean all closest units, including but not limited to, fire engine, pumper, rescue unit, ladder truck, tower, squad, battalion/supervisor unit,

or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue, and other support units will be the closest units of appropriate type to provide the response to the emergency incident, and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the fire chiefs of the County, the City, and the Port Authority, and as may be otherwise required by law. Communications procedures and protocols between the County, the City, and the Port Authority will be continually monitored and reviewed by the fire chiefs and dispatch center directors. Policy and/or operational procedures will be regularly updated in order to promote operational efficiencies.

- (c) Officer in Charge - It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until the earlier of mitigation of the incident, or upon scene control being transferred to an officer having authority within the jurisdiction where the incident occurred. The first arriving command officer, whether County, City, or Port Authority, will function as the incident commander. In the case where the first arriving command officer is not of the authority having jurisdiction for the area, incident command shall be transferred to the command officer of the authority having jurisdiction upon the arrival of such command officer. While providing automatic aid in the Response Area where an emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations.
- (d) Service Standard - The Responding Party and Receiving Party shall utilize National Fire Protection Standard 1500, as defined in Florida Statute Section 633.508, to ensure that the Incident Command System, the Personnel Accountability System and the 2 in/2 out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for immediate termination, notwithstanding the notice provision set forth in Section 2.
- (e) Communication and Notification of Non-response - Should either the City, Port Authority or the County not be able to respond and provide automatic aid in response to an emergency call within the Response Area, the declining party shall immediately notify the BCFR Dispatch Center.

- (f) Release of Responding Party – The Responding Party will be released from an automatic aid request by the Receiving Party as soon as is appropriate either based upon operational considerations or when the Receiving Party has adequate resources on scene to mitigate the emergency, as determined by the officer in charge of the scene. The authority having jurisdiction will be responsible for conducting any fire investigation.

**SECTION 4. PAYMENT:**

There shall be no payment to either the City, Port Authority or the County for services identified in this Agreement.

**SECTION 5. ADDITIONAL EQUIPMENT:**

No additional equipment is contemplated by the City/Port Authority or the County for services identified in this Agreement.

**SECTION 6. NOTIFICATION:**

Any required notice to be provided by a party to this Agreement, other than an emergency call and dispatch, shall be delivered to each party's representative at the following locations:

Fire Chief  
Cape Canaveral Volunteer Fire Department  
8970 Columbia Road  
Cape Canaveral, FL 32920

BCFR Fire Chief  
Brevard County Fire Rescue  
1040 S. Florida Avenue  
Rockledge, FL 32955

Chief Executive Officer  
Canaveral Port Authority  
445 Challenger Road Suite 301  
Cape Canaveral, FL 32920

**With a copy to:**

Cape Canaveral City Manager  
City of Cape Canaveral  
105 Polk Avenue  
Cape Canaveral, FL 32920

Brevard County Manager  
Brevard County Government Center  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

Any notice to be sent to the County or the City/Port Authority under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class U.S. mail, or by nationally recognized overnight courier to the last known address of the said City/Port Authority or the County with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Each party hereto may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other parties as provided for herein.

**SECTION 7. AUDITING, RECORDS AND INSPECTION:**

7.1 In the performance of this Agreement, the City and Port Authority shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 69I-61.0012, Florida Administrative Code, as amended or superceded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the City or Port Authority for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statutes.

7.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the City/Port Authority in the United States or any other country.

7.3 The County, City and Port Authority agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.

7.4 Upon a request for public records related to this Agreement, the County, City, or Port Authority, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County, City, or Port Authority as the case may be.

**SECTION 8. JURISDICTION, VENUE AND CHOICE OF LAW:**

All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by any party against the other concerning this Agreement shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action, and any trial shall be nonjury.

**SECTION 9. ATTORNEY'S FEES AND COSTS:**

In the event of any litigation between the parties arising out of this Agreement, each party will bear its own attorney's fees and costs. Both parties agree to waiver of any right to trial by jury.

**SECTION 10. SEVERABILITY:**

If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason deemed to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Agreement. The remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

**SECTION 11. INDEMNIFICATION/HOLD HARMLESS:**

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, each party hereto shall indemnify and hold harmless the other parties, their agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the act or omission of the indemnifying party, or anyone directly or indirectly employed by the indemnifying party, or anyone for whose acts any of them may be liable. No party hereto shall be required to indemnify or hold harmless another party to the extent the other party is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries (including death), losses, or expenses.

In agreeing to this provision, no party hereto intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the County, City, or Port Authority to be sued by third parties in any matter arising out of any contract. The parties acknowledge that specific consideration has been exchanged for this provision.

**SECTION 12. INDEPENDENT CONTRACTORS:**

The County, City, and Port Authority are each Independent Contractors of one another. It is specifically understood and agreed to by and between the parties hereto that a material provision in this Agreement is that the relationship between the County, City, and Port Authority is one in which each party and its employees are independent contractors of the other party, and not as agents, employees, joint venturers, or other partners and neither are entitled to any benefits of the other party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

**SECTION 13. LIABILITY FOR EMPLOYEES/AGENTS:**

Each jurisdiction shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees or volunteers (hereinafter "agents") while such agents are acting outside their jurisdiction. In no event shall either party's liability for damages exceed the monetary limits, or the type of damages recoverable, under section 768.28, Florida Statutes, as that section may be amended from time to time.

**SECTION 14. ASSIGNMENTS:**

Neither the City, Port Authority, nor the County, their assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other parties.

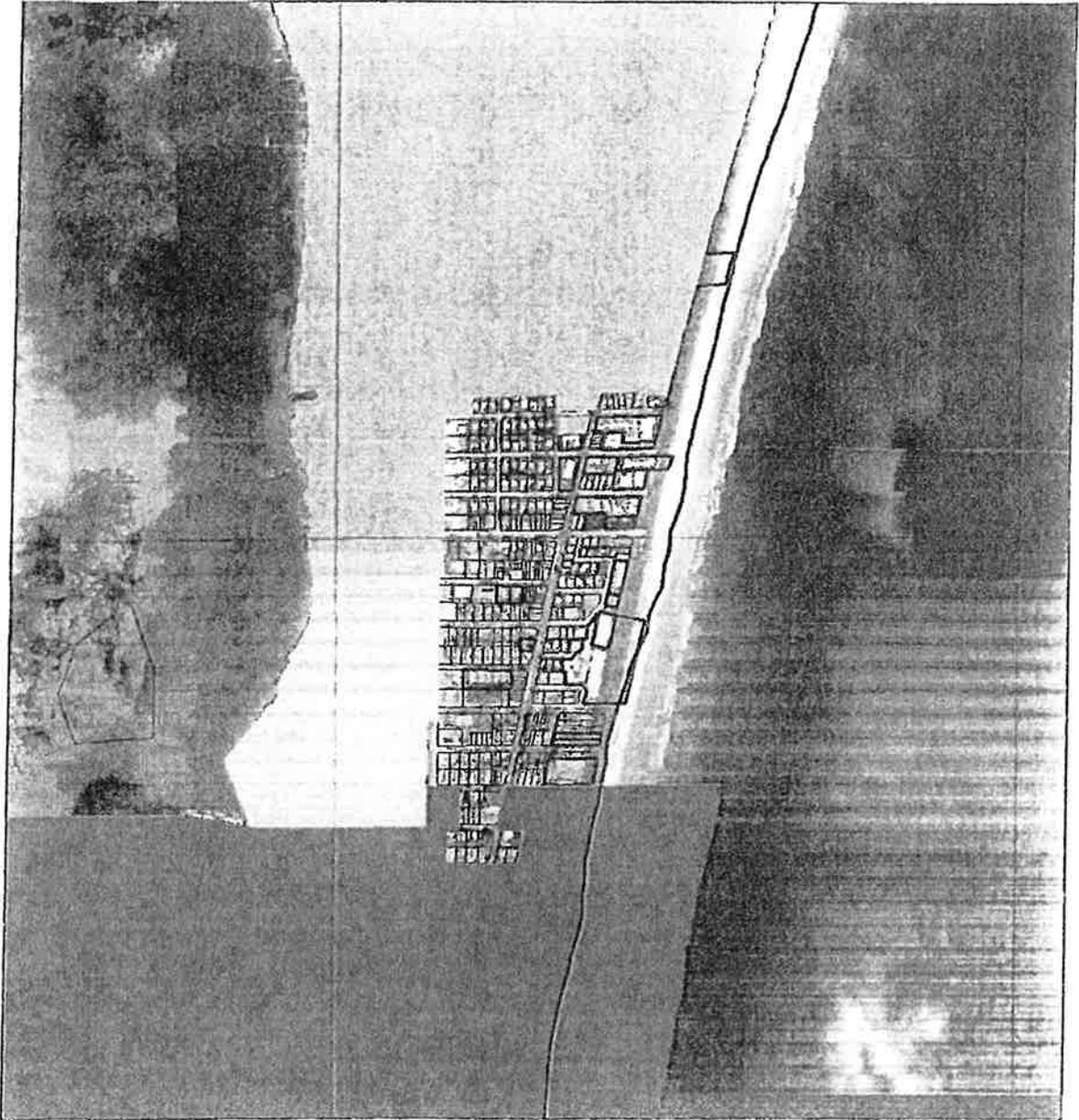
**SECTION 15. ENTIRE AGREEMENT:** This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties, except that the fire chiefs of the County and the City are authorized to mutually agree in writing to predefined unit response assignments as set forth in Section 3.3(b).



# APPENDIX A



**Jim Ford, CFA**  
Brevard County Property Appraiser



**North Government Complex**  
400 South St, 5th Floor  
Titusville, FL 32780  
Telephone: (321) 264-6700

**Viera Government Center**  
2725 Judge Fran Jamieson Wy  
Viera, FL 32940  
Telephone: (321) 690-6880

**South Services Complex**  
1515 Sarno Rd  
Melbourne, FL 32935  
Telephone: (321) 255-4440

**Palm Bay Service Complex**  
450 Cogan Dr, SE  
Palm Bay, FL 32909  
Telephone: (321) 952-4574

# APPENDIX B

**Jim Ford, CFA**  
**Brevard County Property Appraiser - Map Search**

