



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

8/3/2021

Subject:

Approval, Re: Auto Aid Agreement with Patrick Space Force for Fire Protection and Emergency Services.

Fiscal Impact:

No financial impact

Dept/Office:

Public Safety Group: Fire Rescue

Requested Action:

It is requested the Board approve the Automatic Aid Agreement with Patrick Space Force Base for Fire Protection and Emergency Services to cover unincorporated areas of South Cocoa Beach and authorize the Chair to execute the agreement. It is also requested the Board authorize the County Manager, or designee, the authority to execute any revisions to the agreement, execute contract amendments, renewals, or extensions as agreed to by both parties and as outlined in the agreement, upon the review and approval of the County Attorney's Office and Risk Management.

Additionally, request the District 2 Commissioner, Bryan Lober, be designated to represent the Board at an agreement signing ceremony, currently scheduled to be held on Wednesday, August 4th, at Patrick Space Force Base.

This auto aid mirrors other agreements currently in place and has been reviewed by Patrick Space Force Base Judge Advocate General, the County Attorney's Office and Risk Management, with a recommendation to approve.

Summary Explanation and Background:

The attached agreement allows for both agencies to respond with the closest available apparatus and personnel to the other's emergency regardless of the jurisdiction in an effort to provide a more timely and effective response. Approval of this Agreement will enhance public safety and build strong relationships with our community partners.

Clerk to the Board Instructions:

Return the fully executed Interlocal Agreement to Pamela Barrett in Fire Rescue for recordation in the Official Record Books.



August 4, 2021

MEMORANDUM

TO: Fire Chief Mark Schollmeyer, Fire Rescue Attn: Pamela Barrett

RE: Item F.9., Auto Aid Agreement with Patrick Space Force Base for Fire Protection and Emergency Services

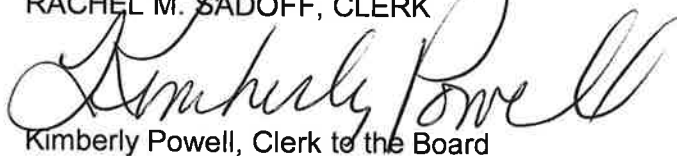
The Board of County Commissioners, in regular session on August 3, 2021, approved the Auto Aid Agreement with Patrick Space Force Base for Fire Protection and Emergency Services to cover unincorporated areas of south Cocoa Beach; authorized the Chair to execute the Agreement; authorized the County Manager, or designee, the authority to execute any revision to the Agreement, execute contract amendments, renewals, or extensions as agreed to by both parties, and as outlined in the agreement, upon review and approval of the County Attorney's Office and Risk Management; and authorized District 2 Commissioner, Bryan Lober, be designated to represent the Board at an agreement signing ceremony, currently scheduled to held on Wednesday, August 4, at Patrick Space Force Base.

Upon recordation of the Agreement, please return to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

/ds

cc: Public Safety Office
Contracts Administration
County Manager

**INTERLOCAL AGREEMENT FOR MUTUAL AND AUTOMATIC AID
IN FIRE AND EMERGENCY SERVICES
BETWEEN
BREVARD COUNTY, FLORIDA
AND
PATRICK SPACE FORCE BASE, FLORIDA**

This Mutual and Automatic Aid Interlocal Agreement (the "Agreement"), is made and entered into this 3rd day of August 2021, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander, Space Launch Delta 45, Patrick Space Force Base (PSFB) pursuant to the authority of 42 U.S.C. § 1856a and Brevard County Board of County Commissioners (through Brevard County Fire Rescue, the "County"). Together the Air Force and Brevard County are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for response to protect life and property from confirmed fire either by smoke or visible flame, and shall include one (1) Class "A" Pumper staffed by a minimum of four (4) firefighters; and

WHEREAS, the Parties hereto desire to be assigned fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

WHEREAS, this Interlocal Agreement is authorized pursuant to Sections 125.01(1)(p) and 163.01, Florida Statutes; and

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

a. The authority of the Air Force to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and AFI 32-2001, *Fire and Emergency Services Program*. The authority for the County to enter into this Agreement is set forth in Sections 125.01(1)(p) and 163.01, Florida Statutes.

b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid and automatic aid in fire protection services as defined above and below.

c. This agreement includes both mutual and automatic aid.

(1) Mutual Aid Upon Request By the County: On request to a representative of the Patrick Space Force Base Fire and Emergency Services by a representative of Brevard County Fire Rescue, fire protection equipment and personnel of the Patrick Space Force Base Fire and Emergency Services will be dispatched to any point within the area for which Brevard County Fire Rescue normally provides fire protection services as designated by the representatives of Brevard County Fire Rescue.

(2) Mutual Aid Upon Request By the Air Force: On request to a representative of Brevard County Fire Rescue by a representative of the Patrick Space Force Base Fire and Emergency Services, fire protection equipment and personnel of Brevard County Fire Rescue will be dispatched to any point within the jurisdiction of Patrick Space Force Base as designated by the representative of Patrick Space Force Base Fire and Emergency Services.

(3) Automatic Aid Provided by the Air Force to the County: "Automatic aid" is a form of mutual aid and a legally binding agreement for the automatic response by installation or base fire departments to pre-arranged areas outside the installation or base and an automatic response by the outside municipality/government to pre-arranged areas inside the installation or base. By this Agreement, Patrick Space Force Base agrees to automatically respond to provide fire protection, unless noted otherwise, within the unincorporated area of Brevard County identified in Appendix A of the Agreement and referred to as "Unincorporated South Cocoa Beach Response Zones".

(4) Automatic Aid Provided by the County to the Air Force: "Automatic aid" is a form of mutual aid and a legally binding agreement for the automatic response by installation or base fire departments to pre-arranged areas outside the installation or base and an automatic response by the outside municipality/government to pre-arranged areas inside the installation or base. By this Agreement, Brevard County agrees to provide an automatic response by Brevard County Fire Rescue to pre-arranged areas inside PSFB for immediate joint response on first alarms.

d. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Brevard County Fire Rescue shall provide a Class "A" Pumper with three (3) firefighters to backfill at the PSFB Fire Station when Patrick Space Force Base is committed to the fire scene per this agreement.

(2) Automatic aid responses hereunder will be specific to vehicles and specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization.

(3) The responding organization will operate under the policies and procedures of the authority having jurisdiction where possible. Air Force military and civilian personnel remain under the authority of the Installation Commander and the Installation Fire Chief. Air Force personnel will operate under the policies and procedures of the authority having jurisdiction to the extent policies and procedures do not conflict with Federal law. Where local agencies do not assign an incident safety officer, a PSFB Senior Fire Officer will be assigned to act as the incident safety officer for PSFB to observe Air Force operations.

(4) The responding organization will report to the officer in charge of the authority having jurisdiction or may be required to serve as the officer in charge until a senior officer arrives to the location to which the equipment and personnel is dispatched, and will be subject to the orders of that official. The authority having jurisdiction for PSFB will be PSFB Fire and Emergency Services. The authority having jurisdiction for the unincorporated areas of Brevard County will be Brevard County Fire Rescue.

(5) The responding organization will be released by the authority having jurisdiction when the services of the responding organization are no longer required.

e. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek remuneration from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), both Brevard County Fire Rescue and Patrick Space Force Base are permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the other Party. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW, each Party hereby reserves the right to seek reimbursement from the other for all or any

part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party.

BCFR will offer PSFB the opportunity of "Blue Card" incident command training to 20 PSFB fire certified personnel during the course of this Agreement (a total of 20 personnel over the 20 years). BCFR will pay for the cost of the initial Blue Card certification for the 20 PSFB student participants. Upon PSFB notifying BCFR in writing, with ninety days advance notice, of its desire to initiate Blue Card training, BCFR will coordinate the training. Class size for the Blue Card training is a minimum of 6 students with a maximum of 10 students. PSFB will be allowed to request classes for PSFB personnel as well as send PSFB personnel to unfilled slots for classes not scheduled solely for PSFB.

Coordination of training begins by PSFB providing BCFR with the personnel/student names and other appropriate information needed for BCFR to schedule those students for the initial online training for the Blue Card certification. Students have one year to complete the online training. Once the online training is complete, BCFR will schedule the students for the three-day in-person class/practical training provided by BCFR. Brevard County reserves the right to re-schedule in-person training if there is an insufficient number of students in a given class.

BCFR will also offer Blue Card Re-Certification training, but the cost of the re-certification will be the responsibility of PSFB.

Should either party terminate this Agreement while PSFB personnel are scheduled for Blue Card training, those PSFB personnel will be allowed to complete the training with the cost of initial Blue Card certification being born by BCFR.

f. The County agrees to indemnify and hold harmless the United States from any liability that may arise from any negligent actions or omissions committed by employees or representatives of the County. Likewise, the County agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the County, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the County's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from either the negligent actions or omissions committed by United States employees or the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection

services to the County, which obligation shall survive such termination. Such indemnification obligation of the County is subject to the sovereign immunity limits set forth in Section 768.28, Florida Statutes.

g. The Air Force agrees to indemnify and hold harmless the County from any liability that may arise from any negligent actions or omissions committed by employees or representatives of the United States. Likewise, the Air Force agrees to indemnify and hold harmless the County from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the County in providing fire protection services to the Air Force, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the Air Force's obligation under this paragraph to indemnify and hold harmless the County from any liability that may arise from either the negligent actions or omissions committed by County employees or the use of fire-fighting foams, chemicals, or other materials by the County in providing fire protection services to the Air Force, which obligation shall survive such termination.

h. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations and in association with *National Fire Protection Association Standard 1561*.

i. All claims against either Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement should be directed to the Party having jurisdiction over the area where the incident occurred as a result of firefighting performance. This provision does not waive any right of reimbursement pursuant to paragraph e.

j. All equipment used by Brevard County Fire Rescue in providing mutual aid under this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Brevard County Fire Rescue under this Agreement will, at the time of such action, be an employee or volunteer member of Brevard County Fire Rescue.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions. Military requirements and military necessity may preempt the installation's ability to provide automatic aid, as

determined in the sole discretion and authority of the installation commander or his designee.

l. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

(1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

(2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

(3) The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The County's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. Interpretations of this agreement shall be determined in accordance with the Laws of the United States, and to the extent that they do not conflict, the Laws of the State of Florida. Any legal action involving the United States must be filed in the appropriate federal court of competent jurisdiction after the exhaustion of any applicable administrative remedies. Federal law preempts conflicting state law under the Supremacy Clause of the U.S. Constitution, and in the case of this Interlocal Agreement, Federal law, including but not limited to Federal statutes, the Code of Federal Regulations, DoD Instructions and Directives, and Air Force Instructions and Technical Manuals, preempts any conflicting state law or guidance to the contrary.

o. 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.

p. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

Patrick Space Force Base
c/o Commander, Space Launch Delta 45
1201 Edward White Street, Building 423
Patrick SFB, FL 32925-3439

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Drive, Suite 1
Tyndall AFB FL 32403-5319

And:

Fire Chief
Patrick Space Force Base
1311 Control Road
Patrick SFB, FL 32925

For Brevard County Fire Rescue

Chief Mark Schollmeyer
Brevard County Fire Rescue
1040 South Florida Avenue
Rockledge, FL 32955-2498

And:

Public Safety Director
Matthew Wallace
Public Safety Department
1040 South Florida Avenue
Rockledge, FL 32955-2498

TERMS OF THE AGREEMENT

r. This Agreement will become effective on the date of the last signature to the Agreement and recorded with the Clerk of the Circuit Court in and for Brevard County (such recording and payment of the recording fee shall be the responsibility of the County) and will remain in effect for five years from that date (the "Term") and automatically renews for an additional five-year period with the right to renew for additional two five-year terms not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

s. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.


t. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties and recorded with the Clerk of the Circuit Court in and for Brevard County.

u. This Agreement may be executed in one or more counterparts, each of which will be deemed an original

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS


STEPHEN G. PURDY
Brigadier General, USSF
Commander Space Launch Delta 45


RITA PRITCHETT CHAIR

Date 5 Aug 2021

Date

8/11/21

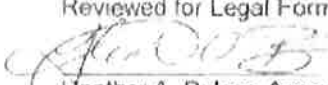
As approved by the Board on

8/3/21

ATTEST


Rachel M. Sadoff, Clerk to the Board


Reviewed for Legal Form and Content


Heather A. Balser, Assistant County Attorney

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of July, 2021, by Stephen G. Purdy, Brigadier General, USSF Commander Space Launch Delta 45, who is personally known to me or who has produced MIL ID as identification.

[Notary Seal]


Notary Public

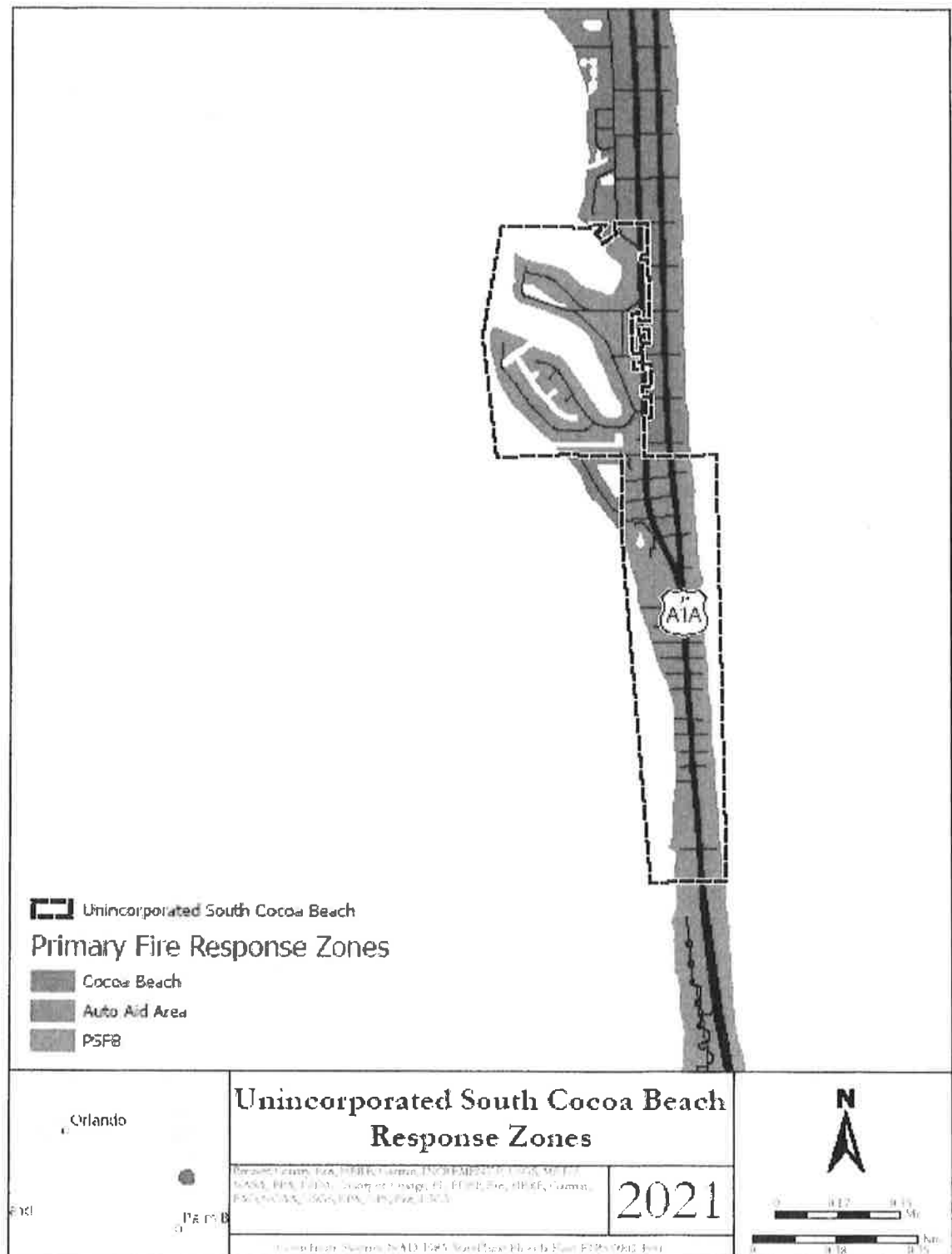
Name typed, printed or stamped

My Commission Expires: 2021 DEF

AEDYN J. CUSACK ^{SFA}, USAF
Paralegal, USAF
Notary Public by Federal Statute
Authorized by 10 U.S.C. 1044a

JUDGE ADVOCATE
NOTARY PUBLIC
FEDERAL STATUTE
10 USC 1044A
U.S. AIR FORCE
9

APPENDIX A





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

Telephone: (321) 837-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

August 4, 2021

MEMORANDUM

TO: Fire Chief Mark Schollmeyer, Fire Rescue Attn: Pamela Barrett

RE: Item F.9., Auto Aid Agreement with Patrick Space Force Base for Fire Protection and Emergency Services

The Board of County Commissioners, in regular session on August 3, 2021, approved the Auto Aid Agreement with Patrick Space Force Base for Fire Protection and Emergency Services to cover unincorporated areas of south Cocoa Beach; authorized the Chair to execute the Agreement; authorized the County Manager, or designee, the authority to execute any revision to the Agreement, execute contract amendments, renewals, or extensions as agreed to by both parties, and as outlined in the agreement, upon review and approval of the County Attorney's Office and Risk Management; and authorized District 2 Commissioner, Bryan Lober, be designated to represent the Board at an agreement signing ceremony, currently scheduled to held on Wednesday, August 4, at Patrick Space Force Base.

Upon recordation of the Agreement, please return to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell", is written over the typed name and title of the Clerk to the Board.

Kimberly Powell, Clerk to the Board

/ds

cc: Public Safety Office
Contracts Administration
County Manager

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: PATRICK SPACE FORCE BASE		2. Amount:
3. Fund/Account #: 1351/5340000	4. Department Name: BCFR	
5. Contract Description: AUTOMATIC AID FOR FIRE PROTECTION AND RESCUE SERVICES		
6. Contract Monitor: AC PATRICK VOLTAIRE/PAMELA BARRETT	8. Contract Type:	
7. Dept/Office Director: MARK SCHOLLMAYER, FIRE CHIEF	INTERGOVT/LOCAL	
9. Type of Procurement: Exempt from Competition		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☐
☐

Voltaire, Patrick

Digitally signed by Voltaire, Patrick
Date: 2021.06.14 13:00:49 -04'00'

Purchasing

☐
☐

N/A

Risk Management

☒
☐

Lairsey, Matt

Digitally signed by Lairsey, Matt
Date: 2021.07.15 07:54:12 -04'00'

County Attorney

☒
☐

Powers, Melissa

Digitally signed by Powers, Melissa
Date: 2021.07.21 08:07:01 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
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, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing 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"/>

Donna Scott

From: Donna Scott
Sent: Monday, August 2, 2021 3:50 PM
To: 'Commissioner, D2'
Cc: Kimberly Powell; Duisberg, Cheryl; Deborah Thomas; Samantha McDaniel; Nicole Summers
Subject: RE: Memo re: Patrick SFB Automatic Aid Agreement
Attachments: Memo re Patrick SFB Auto-Aid Agreement.pdf

Hi Commissioner Lober,

The Clerk to the Board will include the attached memo into the meeting minutes record for August 3, 2021.

Thank you,
Donna

From: Commissioner, D2 <D2.Commissioner@brevardfl.gov>
Sent: Monday, August 2, 2021 3:39 PM
To: Commissioner, D1 <D1.Commissioner@brevardfl.gov>; Commissioner Rita Pritchett <Rita.Pritchett@brevardfl.gov>; D2_Users <D2_Users@brevardcounty.us>; Commissioner, D3 <d3.commissioner@brevardfl.gov>; Commissioner John Tobia <John.Tobia@brevardfl.gov>; Commissioner, D4 <D4.Commissioner@brevardfl.gov>; Commissioner Curt Smith <Curt.Smith@BrevardFL.gov>; Commissioner, D5 <D5.Commissioner@brevardfl.gov>; Zonka, Kristine <Kristine.Zonka@brevardfl.gov>
Cc: Kimberly Powell <Kimberly.Powell@brevardclerk.us>; Duisberg, Cheryl <Cheryl.Duisberg@brevardfl.gov>; Donna Scott <donna.scott@brevardclerk.us>; Deborah Thomas <deborah.thomas@brevardclerk.us>; Samantha McDaniel <Samantha.McDaniel@brevardclerk.us>; Nicole Summers <Nicole.Summers@brevardclerk.us>; Bentley, Eden <Eden.Bentley@brevardfl.gov>; Abbate, Frank B <Frank.Abbate@brevardfl.gov>; Denninghoff, John P <John.Denninghoff@brevardfl.gov>; Liesenfelt, Jim <Jim.Liesenfelt@brevardfl.gov>; Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Schollmeyer, Mark T <Mark.Schollmeyer@brevardcounty.us>; Jurgensen, Scott M <Scott.Jurgensen@brevardfl.gov>; Voltaire, Patrick M <Patrick.Voltaire@brevardfl.gov>
Subject: Memo re: Patrick SFB Automatic Aid Agreement

Dear Clerk to the Board:

The attached memo is being provided to other commissioners prior to the 8/3 BoCC meeting. As such, I would ask that you please include it in the meeting minutes for that date's BoCC meeting. Should you have any question(s), please feel free to reach out. Thanks in advance for your assistance.

Truly,

/s/ Bryan

Donna Scott

From: Commissioner, D2 <D2.Commissioner@brevardfl.gov>
Sent: Monday, August 2, 2021 3:39 PM
To: Commissioner, D1; Commissioner Rita Pritchett; D2_Users; Commissioner, D3; Commissioner John Tobia; Commissioner, D4; Commissioner Curt Smith; Commissioner, D5; Zonka, Kristine
Cc: Kimberly Powell; Duisberg, Cheryl; Donna Scott; Deborah Thomas; Samantha McDaniel; Nicole Summers; Bentley, Eden; Abbate, Frank B; Denninghoff, John P; Liesenfelt, Jim; Wallace, Matthew; Schollmeyer, Mark T; Jurgensen, Scott M; Voltaire, Patrick M
Subject: Memo re: Patrick SFB Automatic Aid Agreement
Attachments: Memo re Patrick SFB Auto-Aid Agreement.pdf

Dear Clerk to the Board:

The attached memo is being provided to other commissioners prior to the 8/3 BoCC meeting. As such, I would ask that you please include it in the meeting minutes for that date's BoCC meeting. Should you have any question(s), please feel free to reach out. Thanks in advance for your assistance.

Truly,

/s/ Bryan



Bryan A. Lober, Commissioner, District 2
2575 N. Courtenay Pkwy, Suite 200
Merritt Island, FL 32953

Telephone: (321) 454-6601
Fax: (321) 454-6602
www.brevardfl.gov
D2.Commissioner@brevardfl.gov

August 2, 2021

** Via Electronic Mail **

Memo Discussing Issue Coming before BoCC on Tuesday, August 3, 2021

This memorandum does not solicit feedback from any Commissioner and Commissioners are specifically asked not to respond to it (or discuss it amongst one another outside of a duly noticed BoCC meeting) as doing so could and likely would constitute a violation of one or more provisions of Chapters 119 and/or 286, Fla. Stat. So that it may be made available to the public, a copy of this memo is being provided to the Clerk to the Board so that it may be included in the minutes for the **Tuesday, August 3, 2021** BoCC meeting. Please see the previously provided County Attorney's Office Inter-Office Memo dated December 12, 2016 which indicates that communications of this variety are authorized under applicable law.

Item F.9., entitled "Approval, Re: Auto Aid Agreement with Patrick Space Force for Fire Protection and Emergency Services," is slated for approval along with the remainder of the consent agenda at the Tuesday, August 3, 2021, BoCC meeting.

This item stands to help resolve a longstanding significant deficiency in fire service coverage for the unincorporated area of Snug Harbor, which is situated north of Patrick Space Force Base (hereinafter "Patrick" or "Patrick SFB") and south of the City of Cocoa Beach. In short, this area has not had a fire station located within five miles of it which has been contractually obligated to respond to fire calls. As a result of the absence of such a fire station, the area's Insurance Services Organization (hereinafter "ISO") rating has defaulted to the lowest possible rating of 10. This renders homes either uninsurable or results in insurance premiums being, in some cases, prohibitively expensive.

Brevard County staff has confirmed that the proposed agreement with Patrick SFB will result in each and every home in Snug Harbor falling within five miles and meeting this rating criterion which should serve to remove this obstacle to improved ISO ratings for those in the community.

The primary reason for this memo is that much disinformation, whether negligent or intentional, has been circulating regarding the proposed interlocal agreement (hereinafter "agreement"). Among the more popular wrongful claims is that the agreement is unlawful as a result of some unspecified federal regulation(s). The agreement has been vetted not only by the County Attorney's Office but also by Patrick SFB's Judge Advocates. Along with this claim, notably absent was a citation to any supposedly relevant regulation. As

District 2 Includes

Avon by the Sea • Cape Canaveral • Cape Canaveral SFS • Cocoa • Cocoa Beach • Kennedy Space Center •
Merritt Island • Patrick SFB • Port Canaveral • Rockledge • Snug Harbor

such, there exists no reason to presume that there is anything illegal, invalid, or unenforceable with respect to the proposed agreement. Following my having asked for a citation to any supposedly applicable law, instead of receiving one, I was asked to cite the law allowing the agreement to take place.

While there may be numerous laws explicitly permitting the federal government to enter into and/or execute certain varieties of contracts, the absence of such a law is not a rational basis upon which to conclude the federal government is prohibited from entering into contracts. An interlocal agreement is precisely that: a contract.

I sincerely doubt anyone can produce a law indicating it is lawful to walk around with a stick of bubblegum in your left pocket but the absence of a law explicitly permitting such an action does not render the action unlawful or otherwise prohibited.

I am disinclined to spend my time doing legal research for someone who wishes to ruin an agreement, through never-ending nonsense, which can only do good. The onus is rightfully on the individual(s) claiming the agreement is unlawful to justify that assertion. Having stayed at Holiday Inn Express and/or having a cousin whose fiancée's niece's chihuahua once urinated on a Judge Advocate's uniform doesn't quite cut it insofar as establishing credibility on the subject – a matter in which numerous government licensed and regulated attorneys and specialty trained military officers have vetted and signed off.

Another popular wrongful claim is that certain portions of Snug Harbor fall beyond five miles of Patrick SFB's fire station. There are two issues with this claim.

Firstly, it is objectively incorrect. Every home within Snug Harbor is not only within five miles, point-to-point, but also within five miles driving distance of Patrick SFB's fire station. The individual who, by all indication, began circulating a rumor to the contrary, appears to have mapped a route which would have a fire engine driving southward to the main gate before doing double backing to head northward on SR A1A. Fire engines would never, in reality, travel to the furthest possible gate, in a direction opposite the location of the call for service, only to turn around. There is simply no reason to expect this to occur as it is wholly illogical. Tellingly, there was not so much as a single alleged reason supporting the absurd theory that first responders would intentionally drive away from the emergency to exit Patrick SFB from the south.

Secondly, even if some homes were beyond five miles from the responding fire station, the agreement will not result in a worsening of their ISO rating. It cannot hurt; it can only help. Absolute worst case: the status quo remains for certain properties.

There have been numerous additional rumors, attempting to detract from or discredit the proposed agreement, which are similarly illogical and incorrect. In the interest of brevity, I will not address them herein.

It appears that substantially all disinformation regarding this agreement originates from only one or two individuals. Based upon the totality of the circumstances, including

numerous communications with Snug Harbor residents, it is entirely probable that the rabblers seeking to torpedo this agreement are doing so in the mistaken belief that it will force Brevard County to enter into an agreement with the City of Cocoa Beach (hereinafter "Cocoa Beach").

As you are undoubtedly aware, Cocoa Beach's proposal - if it can be dignified by being termed as such - is so one-sided and so onerous that Brevard County staff has never once felt it appropriate to even add as an agenda item for the BoCC's consideration. At least one of the residents pushing disinformation regarding the proposed agreement with Patrick SFB has explicitly stated that she is fully convinced she is able to convince a majority of the BoCC to support an interlocal agreement with Cocoa Beach.

If one or more of my colleagues wish not only to do me a solid but to put this nonsense to rest, you may wish to state, on the record, that you have spoken with Brevard County staff and, irrespective of the Patrick SFB interlocal agreement, you would not now and will not, in the future, support an interlocal agreement with Cocoa Beach remotely similar to the one which has been proposed by the Cocoa Beach and that anyone who presumes otherwise is simply incorrect. The folks who believe they have your support for such an agreement appear to believe it with an almost religious level of zeal.

I anticipate that one or more residents of Snug Harbor may attend Tuesday's meeting and request public comment on the Patrick interlocal agreement item. If anything said resonates with you, I would strongly encourage you to ask Brevard County staff for their thoughts on whatever claim(s) are made.

Unless the apparent strategy changes from what I have repeatedly seen, any negative claims toward this agreement will either be incorrect, irrelevant, or both incorrect and irrelevant. As I have stated, the agreement cannot hurt; it can only help. Worst case: the status quo remains. Snug Harbor loses nothing by Brevard County entering into this agreement.

If, for any reason, you do not wish to reward one or more individuals who are spreading disinformation, I would ask you to please refrain from punishing everyone else who lives in Snug Harbor for the misstatements and/or antics of a very small number of individuals. The squeaky wheels, in this instance, do not represent the vast majority of decent people who live in Snug Harbor, all of whom stand to benefit from this agreement.

If, now or in the future, you wish to relieve Patrick SFB from their upcoming contractual responsibility to respond to the homes of those very few residents who oppose this agreement, that is far preferable to entirely scrapping the agreement on account of a relatively miniscule vocal minority.

Opposition to this agreement is entirely counterproductive. I would like to assume the disinformation being spread is simply the result of ignorance. As written in Luke 23:34, in pertinent part, "Forgive them; they know not what they do."

To add a little levity to the present situation, I share the following quotes along with their regularly attributed creators:

- "Never attribute to malice that which can be reasonably explained by stupidity." Spider Robinson.
- "It is better to keep your mouth shut and be thought a fool than to open your mouth and prove it." Mark Twain.
- "It's hard to win an argument with a smart person, but it's damn near impossible to win an argument with a stupid person." Bill Murray.
- "Stupid people have been known to kill what they don't understand." Jason Daniel Chaplin.
- "Two things are infinite: the universe and human stupidity..." Albert Einstein.
- "Some scientists claim that hydrogen, because it is so plentiful, is the basic building block of the universe. I dispute that. I say there is more stupidity than hydrogen, and that is the basic building block of the universe." Frank Zappa.
- "One of the great challenges in life is knowing enough to think you're right but not enough to know you're wrong." Neil deGrasse Tyson.
- "... what you just said is one of the most insanely idiotic things I have ever heard. At no point in your rambling, incoherent response, were you even close to anything that could be considered a rational thought. Everyone in this room is now dumber for having listened to it. I award you no points, and may God have mercy on your soul." Principal (played by James Downey), Billy Madison (1995). See: <https://youtu.be/LQCU36pkH7c>.
- "... remember there are no stupid questions, just stupid people." Herbert Garrison, South Park, Starvin' Marvin (1997).

Lastly, please see, attached, some of the most recent emails pertaining to the Snug Harbor and/or the Patrick SFB interlocal agreement. These are at least somewhat representative of the opposition's position.

Re: Auto-Aid Agreement with Patrick SFB

Wallace, Matthew <Matthew.Wallace@brevardfl.gov>

Sat 7/31/2021 8:13 PM

To: Kariane Cerato <kariane.cerato@gmail.com>; Steven Horn <sahorn@sbcglobal.net>; Matt Meeker <mmeeker4@cfl.rr.com>; Tony Scott <ascott72dx@gmail.com>; Dominic Scafetta <DMScafetta@gmail.com>; brittanybunin@gmail.com <brittanybunin@gmail.com>; Kylie Simon <Kwyogal@aol.com>
Cc: Schollmeyer, Mark T <Mark.Schollmeyer@brevardcounty.us>; Jurgensen, Scott M <Scott.Jurgensen@brevardfl.gov>; Voltaire, Patrick M <Patrick.Voltaire@brevardfl.gov>; Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Hello Kariane,

I hope all is well and your weekend relaxing. Wanted to write you back and address concerns raised in your email below; which will hopefully get us to a better place.

Your #1: our Brevard County Fire Rescue (BCFR) GIS mapping team is developing a web-based product where each homeowner can interact with to determine the distance from the servicing fire department. If the commission approves the auto aid agreement with Patrick, every home in unincorporated south Cocoa Beach will be within 5 miles of a servicing fire department. We mapped to the farthest property at 4.9 miles (your address is at 4.6 miles to the servicing station and is 134 ft to a hydrant) . As such, the Brevard Fire Marshall will certify this fact via a letter to all residents; for homeowners to use at their will. Google Maps sometimes does not use the most efficient nor most direct available route but I can't speak to that....

Your #2, #3 and #4: We have worked the auto aid agreement at the tactical level between both fire departments, at the operational level between myself and the Colonel in charge of the fire department, and at the strategic level between Commissioner Lober and the base commander. There has also been extensive conversation between the Brevard County Attorney's Office and the base's Judge Advocate General (military legal team). Over the last 8 weeks and examining even the smallest detail, at each level we are confident the base will be able to respond as a first alarm to any incident happening in unincorporated South Cocoa Beach properties. The language in this agreement is the standard we have with all our auto aid partners across the county. This standard is the same if a department can't respond. For example, most of our agreements are with municipal a small fire department. If an alarm fire happens within their city at the same time something happens at unincorporated south Cocoa Beach, their fire teams would not be able to respond. Same in this instance. This risk of this is very very low because....

There has been much discussion of this agreement is unheard of or unknown in many realms; the driving force of making this an operational agreement a reality is the low volume of fire calls generating from the area. Over the last 5 years, the unincorporated area on average is about 24 fire calls per year, with less than one being an actual call (most are alarms, smoking ballast, etc.). Because of this low volume, Patrick was comfortable agreeing to the auto aid in an arrangement that both parties will benefit.

BOTTOM LINE: This is essentially a free agreement with zero risk that will enhance Public Safety services all areas of unincorporated South Cocoa beach. This will not take away from existing services but instead augment that capability. BCFR will continue to respond to any call in our jurisdiction.

And remember this has nothing to do with Emergency Medical Service (EMS) calls, they remain unchanged within the current process.

I hope this helps.

All the best and let me know how we can be of further assistance,

R,
Matt

Matthew V. Wallace, Director
Brevard County, Public Safety Group
1040 S. Florida Ave
Rockledge, FL 32955
321-637-5390
matthew.wallace@brevardfl.gov

Re: Auto-Aid Agreement with Patrick SFB

Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Fri 7/30/2021 1:36 PM

To: Kariane Cerato <kariane.cerato@gmail.com>; Commissioner, D1 <D1.Commissioner@brevardfl.gov>; Commissioner, D3 <d3.commissioner@brevardfl.gov>; Commissioner, D4 <D4.Commissioner@brevardfl.gov>; Commissioner, D5 <D5.Commissioner@brevardfl.gov>; Steven Horn <sahorn@sbcglobal.net>; Matt Meeker <mmeeker4@cfl.rr.com>; Tony Scott <ascott72dx@gmail.com>; Dominic Scafetta <DMScafetta@gmail.com>; brittanybunin@gmail.com <brittanybunin@gmail.com>; Kylie Simon <Kwyogal@aol.com>
Cc: Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Schollmeyer, Mark T <Mark.Schollmeyer@brevardcounty.us>; Jurgensen, Scott M <Scott.Jurgensen@brevardfl.gov>; Voltaire, Patrick M <Patrick.Voltaire@brevardfl.gov>; Abbate, Frank B <Frank.Abbate@brevardfl.gov>; Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Ms. Cerato:

To my understanding, I have replied to quite literally everyone who has contacted my office by email on this issue. This should not be a surprise to you as you have received multiple emails from me on this issue as recently as yesterday afternoon, less than 24 hours ago. I've been as responsive as anyone could reasonably expect.

If someone contacted my office in the immediate past (e.g., past six hours) and I have not yet seen the email, then they may not yet have received a response.

If someone has already received a reply and was not satisfied with it and has replied to my reply or reached out yet on the same issue, they may not receive a reply if a reply would simply be circular and introduce no new info.

As your email is directed to all commissioners and this issue is coming before the board next Tuesday, I am prohibited from discussing the substance of the issue coming before the board in an email on which you have copied my colleagues.

This is why I am not answering any of your questions in this message on which my colleagues are copied. If you had a concern or multiple concerns and wanted to receive info, you could have contacted my office, alone, or my office and fire rescue staff (whose contact info you clearly have as you have copied many of them on this message) regarding that concern or those concerns. Then I could reply all with responsive info.

As a courtesy, I have asked Col. Wallace to reach out to you and address your specific concerns which he has agreed to do.

If, after speaking with Col. Wallace, you wish to speak against the agenda item, that's absolutely your prerogative and you will certainly be permitted time to do so.

Truly,

Bryan

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From: Kariane Cerato <kariane.cerato@gmail.com>

Sent: Friday, July 30, 2021, 1:04 PM

To: Commissioner, D2; Commissioner, D1; Commissioner, D3; Commissioner, D4; Commissioner, D5; Steven Horn; Matt Meeker; Tony Scott; Dominic Scafetta; brittanybunin@gmail.com; Kylie Simon

Cc: Wallace, Matthew; Schollmeyer, Mark T; Jurgensen, Scott M; Voltaire, Patrick M; Abbate, Frank B

Subject: Re: Auto-Aid Agreement with Patrick SFB

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello Commissioner Lober,

Thank you very much for your email. I have forwarded it to all email addresses I have in the Snug Harbor/South Cocoa Beach area. **Questions have arised and need to be answered before the vote on 8/3/21. I have been informed you are not responding to other emails from neighbors and I hope you find time to respond to ALL emails as this is TIME SENSITIVE!!!**

1) The distance from my house 29 West Point Drive CB, FL 32931 to the address of the Fire Station listed on the Contract, 1311 Control Road Patrick SFB, FL 32925 is 5.5 Miles according to Google Maps. **If this is the correct address of the new fire station, this would make this null and void to "help" resolve our fire safety issue for many residents in Unincorporated Brevard South Cocoa Beach.**

2) Paragraph K is concerning to me, I interrupt this to say they will not be held liable if they do not respond as the contracted auto aid agreement states, is this correct?

Neither Party will hold the other party liable or at fault for failing to respond to any request for assistance to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions. Military requirements and military necessity may preempt the installation's ability to provide automatic aid, as determined in the sole discretion and authority of the installation commander or his designee.

3) Paragraph 3 Automatic Aid Provided by the Air Force to the County By this agreement, Patrick Space Force Base agrees to automatically respond to provide fire protection, **UNLESS NOTED OTHERWISE,** within the unincorporated area of Brevard County identified in Appendix A.

---> Can you please explain what UNLESS NOTED OTHERWISE means? Thank you

4) I looked up the codes you posted in the agreement and was directed to this:
<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/605506p.pdf>

Which explains the DOD auto aid agreement under 8.2.b and **states:**

b. Automatic Aid. The DoD Components may implement automatic aid policy that is consistent with DoDD 3025.18; Section 2210 of Title 15, U.S.C.; and Sections 1856a of Title 42, U.S.C.

******So then I googled DoDD 3025.18:Section 2210 of Title 15, U.S.C.; and Sections 1856a of Title 42, U.S.C. leads me to this**

<https://www.dco.uscg.mil/Portals/9/CG-5R/nsarc/DoDD%203025.18%20Defense%20Support%20of%20Civil%20Authorities.pdf>

Which speaks to Auto Aid under Policy letter m stating:

m. All requests for DSCA mutual and automatic aid via the DoD Fire and Emergency Services programs shall be in accordance with Reference (g).

So I scroll to the reference section and g states:

(g) DoD Instruction 6055.06, "DoD Fire and Emergency Services (F&ES) Program,"

December 21, 2006

Which finally brings me to here

<https://www.hsdl.org/?view&did=758036>

Which states this:

4.4. When called upon and approved by appropriate authority, make DoD F&ES capabilities **available to assist civil authorities under mutual aid agreements**, host nation support agreements, and Defense Support of Civil Authorities (DSCA).

5.5.14. Implement procedures to ensure that an installation commander may provide aid to the local community under immediate response authorities (to save lives, prevent human suffering, and mitigate great property damage), defined in DoD Directive 3025.1 (Reference (c)).

Mr. Lober, this was just one long, extensive search that I found trying to corroborate or prove wrong three stories I have been told that the DoD is not and CAN NOT provide fire Auto Aid agreements. **So I was hoping you can show me the federal laws stating that they are allowed to provide First Response Fire Auto Aid Agreements. I would appreciate your transparency in this matter and timely response to emails.**

Thank you,
Kariane Cerato
352-226-5981
29 West Point Dr.
Cocoa Beach, FL 32931


Auto-Aid Agreement with Patrick SFB

Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Thu 7/29/2021 2:47 PM

Cc: Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Schollmeyer, Mark T <Mark.Schollmeyer@brevardcounty.us>; Jurgensen, Scott M <Scott.Jurgensen@brevardfl.gov>; Voltaire, Patrick M <Patrick.Voltaire@brevardfl.gov>; Commissioner, D2 <D2.Commissioner@brevardfl.gov>; Abbate, Frank B <Frank.Abbate@brevardfl.gov>

Bcc: Matt Meeker <mmeeker4@cfl.rr.com>; Dominic Scafetta <dmscafetta@gmail.com>; Steven Horn <sahorn@sbcglobal.net>; Kariane Cerato <kariane.cerato@gmail.com>; brittanybunin@gmail.com <brittanybunin@gmail.com>; Trish Cannon <trishcannon@yahoo.com>; Daniel Murphy <murphydaniel@bellsouth.net>;

 1 attachments (339 KB)

Letter re Patrick SFB Auto-Aid Agreement - Release 7-29-2021 - Includes Draft Interlocal.pdf;

Dear Residents of Snug Harbor:

Please see the attached PDF regarding an automatic aid agreement between Brevard County and Patrick SFB.

Kind regards,

Bryan A. Lober
County Commissioner, District 2



Bryan A. Lober, Commissioner, District 2
2575 N. Courtenay Pkwy, Suite 200
Merritt Island, FL 32953

Telephone: (321) 454-6601
Fax: (321) 454-6602
www.brevardfl.gov
D2.Commissioner@brevardfl.gov

July 29, 2021

** Via Electronic Mail **

Re: Fire Service Automatic Aid Agreement with Patrick SFB

Dear Residents of Snug Harbor:

Since having been elected to serve as County Commissioner over an area encompassing your community, I have explored both traditional and novel opportunities to better ensure an increased level of responsiveness in response to calls for service which necessitate firefighter response.

My efforts initially focused on obtaining such an agreement from the City of Cocoa Beach (hereinafter "Cocoa Beach" or "City"). In an email to Jim McKnight, City Manager of Cocoa Beach, County Manager Frank Abbate wrote, in pertinent part,

The County has been open to negotiating and reaching any reasonable comprehensive Auto Aid agreement with Cocoa Beach for several years. **I believe Commissioner Lober has gone further than staff offered in the past in terms of what he as Commissioner in the District is willing to support** (emphasis added). From my perspective, I suggested enhanced Life Guard support and Hydrant infrastructure improvements would be preferred as part of a comprehensive solution, if possible. We also offered reimbursement as an option that County Fire Rescue staff prepared using FEMA reimbursement rates, even offering a premium above those rates as well as a reserve Ladder Truck from the County's reserve fleet to help your ISO rating. It's my understanding no combination of any of these options were acceptable to the City. They simply are not options or a combination of options that you feel could work. Neither Commissioner Lober or County staff were willing to pay for **three additional Cocoa Beach Firefighters for responding to approximately 25 fire calls annually** as part of an Auto Aid Agreement (emphasis added). We continue to be open to further discussions that we believe would be mutually beneficial, including all that Commissioner Lober stated to you during your meeting that he would support. You made it clear that you didn't believe further discussions were warranted at this time as all that the County was willing to offer was not sufficient to alleviate your ISO related concerns. If your position changes, County staff remains open to further discussions. During the interim period, our staff will be exploring other potential opportunities to improve Fire Service delivery in Snug Harbor.

In furtherance of that communication, both staff and I made unmistakably clear, to the City, that, for the purposes of automatic aid discussion & negotiation, Cocoa Beach may presume that Brevard County would do whatever was necessary to increase the ISO of Snug Harbor such that Cocoa Beach would not suffer any reduction or degradation in its citywide ISO rating by virtue of entering into an automatic aid agreement to provide obligatory fire service for the area of Snug Harbor.

District 2 Includes

Avon by the Sea • Cape Canaveral • Cape Canaveral SFS • Cocoa • Cocoa Beach • Kennedy Space Center •
Merritt Island • Patrick SFB • Port Canaveral • Rockledge • Snug Harbor

This was not acceptable to the City, strongly suggesting the ISO concern was either a red herring or secondary to an apparent profit motive. Further justifying the theory that a profit motive is likely a primary factor impacting negotiations, Cocoa Beach's firefighters, as a courtesy, have and continue to respond to the ≤ 25 fire service calls per year generated in Snug Harbor just as Brevard County Fire Rescue has and continues to respond to structure fires in Cocoa Beach (in addition to all medical calls). Moreover, Cocoa Beach charges BCFR to station an ambulance at its fire station, something which is not uniformly done by all of Brevard's 16 municipalities.

In short, the Mayor and City Manager of Cocoa Beach have negotiated the automatic aid agreement as though in a vacuum, without any consideration whatsoever paid to the numerous ongoing projects between the City and Brevard County. I say this as it appears that the City wishes to either extract every possible penny from Brevard County or, alternatively, the City is aware that its conditions are so onerous and outlying from any existing or contemplated automatic aid agreement that they are sure to be met with disapproval from both Brevard County staff as well as the Board of County Commissioners.

As it was explained to me, by staff who have been employed by Brevard County for decades, Cocoa Beach, on at least one occasion sought to annex Snug Harbor whereby the residents would pay the City's millage in exchange for receiving City services. As Snug Harbor opposed annexation, the City was disinclined to provide, at a rate at or near the actual cost of service, any City service for those who did not wish to pay the City's millage.

As Cocoa Beach currently responds to fire calls in Snug Harbor but is simply not contractually obligated to do so, the argument that, among other concessions and demands, the City requires three additional full time firefighters to respond to ≤ 25 calls per year – calls they already respond to – appears disingenuous.

No other municipality with whom Brevard County shares an automatic aid agreement has insisted on having Brevard County pay for even a single municipal employee.

The City's final offer that, over and above providing numerous other concessions and incentives, Brevard County pay the City \$400,000 at the outset and also pay roughly \$256,251 per year, in perpetuity, on account of the City bringing on three new City employees who, frankly, are not needed (as evidenced by the existing coverage of Snug Harbor's less than one fire call every other week) is singularly unique amongst the 16 municipalities in Brevard County.

To grant a concession of this variety would not only result in Brevard County residents countywide subsidizing calls, when dividing the added cost by the number of calls for service, to the tune of no less than \$10,000 per call received. Many of the calls for service, in Snug Harbor, do not involve actual fires; they could be something as simple as a smoke alarm going off and a concerned resident calling as a result. In fact, Col. Wallace has

advised that, on average, less than one call a year is made, from Snug Harbor, for an actual fire.

Given the abbreviated foregoing, it is not surprising that the goal of obtaining an automatic aid agreement with Cocoa Beach is something which has been elusive for decades. As you are likely aware, since prior to man having set foot on the moon, efforts have been made to obtain an automatic aid agreement providing fire service coverage to Snug Harbor.

Even if no other options were available, it is remarkably unlikely that staff would recommend or support such an option. It is even more unlikely that there would be sufficient support amongst my colleagues on the Board of County Commissioners to support an automatic aid agreement with the Cocoa Beach given the fundamentally dangerous precedent that would all but guarantee countywide impact amongst every municipality with whom Brevard County shares an automatic aid agreement. Cocoa Beach's demands suggest they either believe we have no other option and/or that they simply do not wish to provide the service to this unincorporated area.

Please note that none of the foregoing is, in any way, intended to suggest anything negative whatsoever regarding the first responders employed by the City. Having met with many of them during negotiations on an automatic aid agreement, I say with great confidence that the firefighters, themselves, have not been and are not an impediment to an automatic aid agreement with the City. The impediment is solely one of political will – a policy decision which, unfortunately, does not belong to the brave men and women who serve as first responders at Cocoa Beach. Those individuals have my utmost respect and I trust that they each value bettering the community in which they live and work.

While I understand that some of the foregoing may be taken as derogatory toward Cocoa Beach, it is included solely to provide context and to demonstrate that, even in the event no other options were available, an automatic aid agreement with Cocoa Beach would be incredibly unlikely to be executed, at least in the form it was most recently proposed by the City Manager and Mayor.

When it became abundantly clear that the Cocoa Beach option involved nonstarters and that I could not, in keeping with my fiduciary duty to taxpayers, advocate for what was proposed and, even if I were to do so, knowing it would never pass, I began exploring other, more novel options, to provide improved fire coverage to Snug Harbor.

I had staff investigate multiple alternatives, including the practicability and cost of buying a small parcel of land in or adjacent to Snug Harbor, adding a prefabricated structure, designating it a fire station, and staffing it as required. Absent committing more resources than I believe I am presently able to obtain support for committing, staff's research suggested this would be unlikely to meaningfully impact the ISO of Snug Harbor.

Staff was also asked to research the prospect of working with Patrick AFB, as it was then called, to formulate and enter into an agreement akin to the agreement Snug Harbor residents have long sought from Cocoa Beach.

The agreement, both as originally contemplated and as it now stands, would not cause any reduction in service to Snug Harbor and would only stand to improve service. Cocoa Beach firefighters would be free to continue to respond, as a courtesy, to the small number of fire calls (≤ 25 calls per year) within Snug Harbor just as BCFR would remain free to continue responding, as a courtesy, to structure fires within City limits.

Thanks in large part to Brevard County Public Safety Director Colonel Matthew Wallace, USAF (Ret.), Asst. Chief of Fire Operations Patrick Voltaire, Brigadier General Stephen Purdy, Jr. (USAF), Commander, Patrick SFB, and Colonel Edward Marshall (USAF), Commander, 45 Mission Support Group, we are at the cusp of obtaining such an agreement with Patrick SFB.

Though such an arrangement has been sought for decades, we are finally at a point where a fundamental improvement to Snug Harbor fire service is within reach. The agreement represents a substantial victory for all who reside in Snug Harbor in ensuring a level of coverage previously unavailable to them.

The agreement with Patrick SFB has already gone through all or substantially all required vetting on the federal side. It has gone everywhere from the Judge Advocates to the base's civilian firefighter union to the base's commander and has met with approval throughout the process.

While the agreement, in and of itself, is worthy of celebration, know that additional improvements are contemplated and will be forthcoming over the coming months and years. I have tasked staff with identifying infrastructure improvements within Snug Harbor. With the fire assessment having recently been adopted, I anticipate we will be able to address a number of such improvements with existing funding sources.

I encourage you to review the attached automatic aid agreement slated to be approved by the Board of County Commissioners on Tuesday, August 3, 2021. It is Item F.9., entitled "Approval, Re: Auto Aid Agreement with Patrick Space Force for Fire Protection and Emergency Services." You may find more information on it here: <https://brevardfl.legistar.com/LegislationDetail.aspx?ID=5067937&GUID=0459B355-E0B1-4164-9ACE-C716239D0E3E>

While it is true that I cannot guarantee the particular impact this agreement will have on the ISO rating of any individual property, I could not guarantee the impact an agreement with Cocoa Beach would have on the ISO rating of any individual property. In the last round of negotiation with the City, Col. Wallace offered to bring in an ISO rate consultant to evaluate the impact to Cocoa Beach's ISO that would accompany taking on Snug Harbor. Most importantly, Col. Wallace has assured me that an agreement with Patrick SFB "would provide the same service to unincorporated areas and have same Insurance

Service Organization (ISO) benefits” as would an agreement with Cocoa Beach. This makes logical sense as the primary factor negatively impacting ISO ratings in Snug Harbor appears to be the distance to the nearest fire station which is obligated to respond to calls for service. In situations where the nearest such station is positioned beyond five miles from the service location, it is my understanding that ISO automatically defaults to the worst possible rating. Both Patrick SFB and Cocoa Beach have at least one fire station situated within five miles of Snug Harbor and, as such, an agreement with either entity would appear to address, at a minimum, this show-stopping ISO factor.

The City did not take us up on this offer, which would have cost the City absolutely nothing and provided valuable information. Whether there was concern, on Cocoa Beach's part, that the City's most recently obtained ISO rating may have deteriorated since it was last evaluated or whether there was concern that bringing on Snug Harbor might not have a meaningful impact on the City's overall ISO requires speculation. What requires no speculation is that we offered to bring in an ISO rate consultant at no cost to the City and this offer was not accepted.

If you are worried about whether the agreement, as it now stands, is perfect, I would encourage you to either support the agreement or remain neutral toward it instead of discouraging its acceptance at this juncture. To the extent that modifications to the agreement might prove beneficial, now is not the time to argue for any potential modification. Now is the time to get our foot in the door, which we have been invited to do, and see what level of positive and beneficial impact this agreement will have to ISO ratings in the Snug Harbor community.

Provided the parties to it agree, nothing precludes modification of the agreement following its execution and implementation. If there are tweaks which would improve the situation for either Snug Harbor or Patrick SFB, I will gladly investigate whether the likely benefits outweigh the potential costs and whether there is support from Patrick SFB.

This agreement amounts to a gem for Snug Harbor and represents an opportunity which may not exist for another fifty plus years if it is allowed to slip through our grasp at the present juncture. This was a hard-fought win for Snug Harbor and for Patrick SFB in better integrating with local, civilian, first responders and increasing training opportunities in conjunction with those first responders.

I greatly look forward to this important milestone of partnership with Patrick SFB and in the improvement of Snug Harbor.

/s/ Bryan A. Lober, Esq.

County Commissioner, District 2

**INTERLOCAL AGREEMENT FOR MUTUAL AND AUTOMATIC AID
IN FIRE AND EMERGENCY SERVICES
BETWEEN
BREVARD COUNTY, FLORIDA
AND
PATRICK SPACE FORCE BASE, FLORIDA**

This Mutual and Automatic Aid Interlocal Agreement (the "Agreement"), is made and entered into this ___ day of July 2021, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander, Space Launch Delta 45, Patrick Space Force Base (PSFB) pursuant to the authority of 42 U.S.C. § 1856a and Brevard County Board of County Commissioners (through Brevard County Fire Rescue, the "County"). Together the Air Force and Brevard County are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for response to protect life and property from confirmed fire either by smoke or visible flame, and shall include one (1) Class "A" Pumper staffed by a minimum of four (4) firefighters; and

WHEREAS, the Parties hereto desire to be assigned fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

WHEREAS, this Interlocal Agreement is authorized pursuant to Sections 125.01(1)(p) and 163.01, Florida Statutes; and

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

a. The authority of the Air Force to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and AFI 32-2001, *Fire and Emergency Services Program*. The authority for the County to enter into this Agreement is set forth in Sections 125.01(1)(p) and 163.01, Florida Statutes.

b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid and automatic aid in fire protection services as defined above and below.

c. This agreement includes both mutual and automatic aid.

(1) Mutual Aid Upon Request By the County: On request to a representative of the Patrick Space Force Base Fire and Emergency Services by a representative of Brevard County Fire Rescue, fire protection equipment and personnel of the Patrick Space Force Base Fire and Emergency Services will be dispatched to any point within the area for which Brevard County Fire Rescue normally provides fire protection services as designated by the representatives of Brevard County Fire Rescue.

(2) Mutual Aid Upon Request By the Air Force: On request to a representative of Brevard County Fire Rescue by a representative of the Patrick Space Force Base Fire and Emergency Services, fire protection equipment and personnel of Brevard County Fire Rescue will be dispatched to any point within the jurisdiction of Patrick Space Force Base as designated by the representative of Patrick Space Force Base Fire and Emergency Services.

(3) Automatic Aid Provided by the Air Force to the County: "Automatic aid" is a form of mutual aid and a legally binding agreement for the automatic response by installation or base fire departments to pre-arranged areas outside the installation or base and an automatic response by the outside municipality/government to pre-arranged areas inside the installation or base. By this Agreement, Patrick Space Force Base agrees to automatically respond to provide fire protection, unless noted otherwise, within the unincorporated area of Brevard County identified in Appendix A of the Agreement and referred to as "Unincorporated South Cocoa Beach Response Zones".

(4) Automatic Aid Provided by the County to the Air Force: "Automatic aid" is a form of mutual aid and a legally binding agreement for the automatic response by installation or base fire departments to pre-arranged areas outside the installation or base and an automatic response by the outside municipality/government to pre-arranged areas inside the installation or base. By this Agreement, Brevard County agrees to provide an automatic response by Brevard County Fire Rescue to pre-arranged areas inside PSFB for immediate joint response on first alarms.

d. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Brevard County Fire Rescue shall provide a Class "A" Pumper with three (3) firefighters to backfill at the PSFB Fire Station when Patrick Space Force Base is committed to the fire scene per this agreement.

(2) Automatic aid responses hereunder will be specific to vehicles and specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization.

(3) The responding organization will operate under the policies and procedures of the authority having jurisdiction where possible. Air Force military and civilian personnel remain under the authority of the Installation Commander and the Installation Fire Chief. Air Force personnel will operate under the policies and procedures of the authority having jurisdiction to the extent policies and procedures do not conflict with Federal law. Where local agencies do not assign an incident safety officer, a PSFB Senior Fire Officer will be assigned to act as the incident safety officer for PSFB to observe Air Force operations.

(4) The responding organization will report to the officer in charge of the authority having jurisdiction or may be required to serve as the officer in charge until a senior officer arrives to the location to which the equipment and personnel is dispatched, and will be subject to the orders of that official. The authority having jurisdiction for PSFB will be PSFB Fire and Emergency Services. The authority having jurisdiction for the unincorporated areas of Brevard County will be Brevard County Fire Rescue.

(5) The responding organization will be released by the authority having jurisdiction when the services of the responding organization are no longer required.

e. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek remuneration from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), both Brevard County Fire Rescue and Patrick Space Force Base are permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the other Party. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW, each Party hereby reserves the right to seek reimbursement from the other for all or any

part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party.

BCFR will offer PSFB the opportunity of "Blue Card" incident command training to 20 PSFB fire certified personnel during the course of this Agreement (a total of 20 personnel over the 20 years). BCFR will pay for the cost of the initial Blue Card certification for the 20 PSFB student participants. Upon PSFB notifying BCFR in writing, with ninety days advance notice, of its desire to initiate Blue Card training, BCFR will coordinate the training. Class size for the Blue Card training is a minimum of 6 students with a maximum of 10 students. PSFB will be allowed to request classes for PSFB personnel as well as send PSFB personnel to unfilled slots for classes not scheduled solely for PSFB.

Coordination of training begins by PSFB providing BCFR with the personnel/student names and other appropriate information needed for BCFR to schedule those students for the initial online training for the Blue Card certification. Students have one year to complete the online training. Once the online training is complete, BCFR will schedule the students for the three-day in-person class/practical training provided by BCFR. Brevard County reserves the right to re-schedule in-person training if there is an insufficient number of students in a given class.

BCFR will also offer Blue Card Re-Certification training, but the cost of the re-certification will be the responsibility of PSFB.

Should either party terminate this Agreement while PSFB personnel are scheduled for Blue Card training, those PSFB personnel will be allowed to complete the training with the cost of initial Blue Card certification being born by BCFR.

f. The County agrees to indemnify and hold harmless the United States from any liability that may arise from any negligent actions or omissions committed by employees or representatives of the County. Likewise, the County agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the County, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the County's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from either the negligent actions or omissions committed by United States employees or the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection

services to the County, which obligation shall survive such termination. Such indemnification obligation of the County is subject to the sovereign immunity limits set forth in Section 768.28, Florida Statutes.

g. The Air Force agrees to indemnify and hold harmless the County from any liability that may arise from any negligent actions or omissions committed by employees or representatives of the United States. Likewise, the Air Force agrees to indemnify and hold harmless the County from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the County in providing fire protection services to the Air Force, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the Air Force's obligation under this paragraph to indemnify and hold harmless the County from any liability that may arise from either the negligent actions or omissions committed by County employees or the use of fire-fighting foams, chemicals, or other materials by the County in providing fire protection services to the Air Force, which obligation shall survive such termination.

h. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations and in association with *National Fire Protection Association Standard 1561*.

i. All claims against either Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement should be directed to the Party having jurisdiction over the area where the incident occurred as a result of firefighting performance. This provision does not waive any right of reimbursement pursuant to paragraph e.

j. All equipment used by Brevard County Fire Rescue in providing mutual aid under this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Brevard County Fire Rescue under this Agreement will, at the time of such action, be an employee or volunteer member of Brevard County Fire Rescue.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions. Military requirements and military necessity may preempt the installation's ability to provide automatic aid, as

determined in the sole discretion and authority of the installation commander or his designee.

I. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

(1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

(2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

(3) The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The County's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. Interpretations of this agreement shall be determined in accordance with the Laws of the United States, and to the extent that they do not conflict, the Laws of the State of Florida. Any legal action involving the United States must be filed in the appropriate federal court of competent jurisdiction after the exhaustion of any applicable administrative remedies. Federal law preempts conflicting state law under the Supremacy Clause of the U.S. Constitution, and in the case of this Interlocal Agreement, Federal law, including but not limited to Federal statutes, the Code of Federal Regulations, DoD Instructions and Directives, and Air Force Instructions and Technical Manuals, preempts any conflicting state law or guidance to the contrary.

o. 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.

p. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

Patrick Space Force Base
c/o Commander, Space Launch Delta 45
1201 Edward White Street, Building 423
Patrick SFB, FL 32925-3439

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Drive, Suite 1
Tyndall AFB FL 32403-5319

And:

Fire Chief
Patrick Space Force Base
1311 Control Road
Patrick SFB, FL 32925

For Brevard County Fire Rescue

Chief Mark Schollmeyer
Brevard County Fire Rescue
1040 South Florida Avenue
Rockledge, FL 32955-2498

And:

Public Safety Director
Matthew Wallace
Public Safety Department
1040 South Florida Avenue
Rockledge, FL 32955-2498

TERMS OF THE AGREEMENT

r. This Agreement will become effective on the date of the last signature to the Agreement and recorded with the Clerk of the Circuit Court in and for Brevard County (such recording and payment of the recording fee shall be the responsibility of the County) and will remain in effect for five years from that date (the "Term") and automatically renews for an additional five-year period with the right to renew for additional two five-year terms not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

s. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

t. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties and recorded with the Clerk of the Circuit Court in and for Brevard County.

u. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS

STEPHEN G. PURDY
Brigadier General, USSF
Commander, Space Launch Delta 45

RITA PRITCHETT, CHAIR

Date: _____

Date: _____

As approved by the Board on: _____

ATTEST:

Rachel M. Sadoff, Clerk to the Board

Reviewed for Legal Form and Content:

Heather A. Balser, Assistant County Attorney

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of July, 2021, by Stephen G. Purdy, Brigadier General, USSF Commander Space Launch Delta 45, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Re: Snug Harbor Fire Protection Services

Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Fri 7/16/2021 10:04 AM

To: Kariane Cerato <kariane.cerato@gmail.com>

Cc: Steven Horn <sahorn@sbcglobal.net>; Kylie Simon <Kwyogal@aol.com>; brittanybunin@gmail.com <brittanybunin@gmail.com>; Dominic Scafetta <dmscafetta@gmail.com>; Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Schollmeyer, Mark T <Mark.Schollmeyer@brevardcounty.us>; Jurgensen, Scott M <Scott.Jurgensen@brevardfl.gov>; Voltaire, Patrick M <Patrick.Voltaire@brevardfl.gov>

Ms. Cerato:

I am between meetings at the government center right now but I wanted to very quickly give you a couple of comments regarding your recent email.

First, I am essentially embargoed from discussing certain specifics until the end of this month. Once I am free to discuss specifics, I am happy to do so.

That said, there's no polite way to say this so I'll just say it. You're absolutely dead wrong if you believe that you will get two other commissioners to sign off on Cocoa Beach's proposal for an auto-aid agreement. Even if the Patrick option did not exist, it wouldn't happen.

As said ad nauseum, it would serve to set expectations for all 16 municipalities and bring everyone back to the trough in demanding more from Brevard County. Cocoa Beach has, as an objective fact, demanded more in exchange for an auto-aid agreement than any other municipality in this county and it's by a large margin.

If you think that torpedoing the Patrick option and packing commission meetings with residents to demand the Commission take an unreasonable action will accomplish your goal, you're wrong. Staff has and will continue to oppose this and to think that the other commissioners will listen to folks who aren't their constituents and who, presumably, will have just finished nuking a reasonable alternative that would solve many of the same problems, you're wrong. They will listen to staff and understandably vote "no." You think you can get two. I'm betting not a single one will go along with it. You can email until your fingers come off and it won't change things.

Frankly, this is like watching a train derail. If a kid has no pen to bring with him to go to school and BPS offers the kid a Bic pen, this would be akin to the kid saying he'll go without the Bic because he's convinced BPS will buy him a Mont Blanc if he says no to the Bic. Both do the same job but one's simply way more expensive than the other and will cause all other kids to demand the Mont Blanc. If you snap the Bic pen, you'll be right back at having no pen at all.

To say that you're concerned about Patrick not knowing all the specific issues with respect to Snug Harbor is counterproductive. If you talk them out of it, everything becomes moot. After the auto-aid agreement is executed, as I mentioned, we can sit down and look at addressing other issues including hydrant upgrades.

Sorry but my 10:00 is starting right now.

Kind regards,

Bryan

From: Kariane Cerato <kariane.cerato@gmail.com>

Sent: Friday, July 16, 2021 7:52 AM

To: Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Cc: Steven Horn <sahorn@sbcglobal.net>; Kylie Simon <Kwyogal@aol.com>; brittanybunin@gmail.com <brittanybunin@gmail.com>; Dominic Scafetta <dmscafetta@gmail.com>; Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Schollmeyer, Mark T <Mark.Schollmeyer@brevardcounty.us>; Jurgensen, Scott M <Scott.Jurgensen@brevardfl.gov>; Voltaire, Patrick M <Patrick.Voltaire@brevardfl.gov>

Subject: Re: Snug Harbor Fire Protection Services

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning Mr. Lober,

I don't know exactly what questions to ask and if you aren't able to list the highlights of this contract, I would like to request a copy of it. After I read it, I can ask you questions if still needed.

I did read your response to Steve and I have to say I am concerned that Brevard county isn't being transparent with PSFB. Fire hydrants or lack thereof are of utmost importance when attempting to put a fire out. I believe CB did their due diligence and paid for the fire assessment survey to see what they could possibly be taking on and found many inadequacies due to our neighborhood being neglected by the county for so many years.

I believe for the safety of us residents of Snug Harbor, Brevard county needs to be transparent with PSFB unless there is a piece of the puzzle I am missing. I am hoping if I read the contract, I can better understand why you feel it's not important for them to understand our water deficits.

Mayor Malik has been very transparent with me and providing me with all information when requested and even offered to sit down and meet with me and his fire chief to help me better understand this whole situation. Fires are not my specialty as you can see. With that being said, if for some reason this falls through because they become aware of issues they may not want to take on, I repeat what I said at the commissioner meeting on 7/5, that we can't except this as the last resort but turn back CB and make a deal. I can assure you we will have enough members of the community show and stand at the meetings in addition to emailing all commissioners to provide enough data and information to bring two other commissioners to agree to signing.

Thank you again for the quick responses.

Kariane Cerato

Sent from my iPhone

On Jul 15, 2021, at 11:23 PM, Commissioner, D2 <D2.Commissioner@brevardfl.gov> wrote:

Steve,

I'm not trying to dodge your questions but it's incredibly important not to convolute the issues now. As we have a viable path forward to an auto-aid agreement, bringing up hydrant coverage (or anything else that even potentially could be substandard) at this juncture cannot help things. Yes, I agree that it absolutely should be evaluated and, in all likelihood, improvements should be made. That said, the last thing Patrick SFB is likely to want to hear is about hydrant issues (or any other problems) when they are doing something they are not obligated to do and which is far more positively impactful to Snug Harbor than it will be to Patrick. We have not hidden any problems from them but I would prefer to keep everything as positive as humanly possible until the auto-aid agreement is a done deal.

Adding variables to the mix at this point could be analogized to a patient with a dermatopathologist-confirmed melanoma on his or her eyelid refusing treatment unless and until a benign skin tag is removed. In fact, let's add to that analogy that the dermatologic surgeon seen, who is by far the best in the region, is retiring in the immediate future and none of the alternative physicians have anywhere near the same level of experience. If the surgery doesn't take place in the immediate future with the retiring specialist, the next best option ain't such a good one. Talking about fire hydrants before the deal is concluded is akin to joking about a medical malpractice lawsuit to the surgeon prior to the surgery taking place. You can bet the surgeon won't find it funny and you'll be kicked out of the practice regardless of how much you tell him "I was only joking." It's like yelling bomb at an airport; it can only serve to cause problems.

To say any discussion of even genuinely related concerns would be untimely is an understatement. Remember that I will need to sell at least two other commissioners on this proposal to make it a reality and, if they sense negativity surrounding it, that's the surest way to jeopardize it. Outside of creating an MSBU, I assure you that an auto-aid agreement with Cocoa Beach is exceedingly unlikely to be an alternative option which has any chance of being implemented in the foreseeable future for reasons I've discussed ad infinitum. You're probably more likely to be bitten by a shark or struck by lightning. Anyone who believes otherwise has little to no sense of the local political realities and how government business is and has for decades been conducted in this county. The squeaky wheel, in this instance, won't get grease; it'll likely be thrown away. It is essentially impossible to express, in words, how counterproductive, self-destructive, and masochistic it would be to muddle the present path forward by introducing anything which may cause the other commissioners and/or Patrick to second-guess whether the auto-aid agreement will turn into a "no good deed goes unpunished" situation. I'd like the auto-aid discussion to remain entirely positive as the proposal will remain fragile until formalized. I hope I have impressed upon you the criticality of babying the proposed auto-aid agreement through the finish line and the almost complete lack of achievable alternatives.

So, while I am happy to address nearly anything you'd like to chat about, I would strongly suggest we wait on introducing anything else with respect to fire coverage in Snug Harbor until after both parties sign on the dotted (they're actually solid in this case) lines. As soon as that happens, I'm happy to set up a sit down with our Fire Chief and/or Public Safety Director, you, any concerned neighbors, and me. We can then discuss anticipated next steps without having an insurmountable over half-century long issue still hanging over us. Let's get there first.

Truly,

Bryan

* Please forgive any typos. This message was drafted using a mobile device. *

From: Steven Horn <sahorn@sbcglobal.net>

Sent: Thursday, July 15, 2021 10:49 PM

To: Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Cc: Kariane Cerato <kariane.cerato@gmail.com>; Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Kylie Simon <Kwyogal@aol.com>; brittanybunin@gmail.com <brittanybunin@gmail.com>; Dominic Scafetta <dmscafetta@gmail.com>

Subject: Re: Snug Harbor Fire Protection Services

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Commissioner Lober,

My name is Steve Horn and I live at 11 W Point Drive; a few houses in between Kariane and Dom.

I would personally like to see the Trade Study that was performed between Satellite Beach (baseline), PSFB and CB. Off the cuff, some of the criteria would be associated costs (additional fire fighters needed, \$/call to respond to fire, mileage / estimated response time, expected impact to insurance premiums, etc

I'm also very interested to know if our area is up to code. The CRA (Community Risk Assessment) that CB had performed raised concerns over the hydrant coverage, road & bridge issue on W. Bay Dr and pre-planning issues for 28 structures. I was wondering if the county had performed a similar assessment. If so, what were the findings and what are the plans to remediate?

Thanks again for looking out for us.
Steve

On Jul 15, 2021, at 10:18 PM, Commissioner, D2 <D2.Commissioner@brevardfl.gov> wrote:

Kariane,

My apologies on your not having been included. I typed it up on a tiny cell phone screen and inadvertently neglected to include you. I promise it was not intentional that you were left off. I am happy to provide as much info as you would like. Are there particular questions you have regarding the proposal? I want to ensure I cover your questions.

Truly,

Bryan

From: Kariane Cerato <kariane.cerato@gmail.com>

Sent: Thursday, July 15, 2021 8:03 AM

To: Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Cc: Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Kylie Simon <Kwyogal@aol.com>; brittanybunin@gmail.com <brittanybunin@gmail.com>; Dominic Scafetta <dmscafetta@gmail.com>; Steven Horn <sahorn@sbcglobal.net>

Subject: Re: Snug Harbor Fire Protection Services

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good Morning Mr. Lober,
I was not on your disseminated email you sent out yesterday with all the excellent information, but I was sent it from a neighbor. This sounds like great news, thank you! I would love to know more details of the proposal that supplements and enhances our existing coverage before I email my neighborhood with the information and ask them to attend the August 3rd meeting. Please go into as much detail as you can. I greatly appreciate all the hard work from you, Col Wallace and Pat Voltaire.
Kariane Cerato

On Wed, Jun 16, 2021 at 6:13 PM Commissioner, D2 <D2.Commissioner@brevardfl.gov> wrote:

Ms. Cerato,

Though you addressed your recent correspondence to Col. Wallace, I will offer up some thoughts which he is welcome to supplement should he wish to do so.

I'd first like to ensure we are all on the same page with respect to the expectations. The goal has not been to secure an auto-aid agreement with a fire service located within 5 minutes but, rather, that we obtain an auto aid agreement with a service located within 5 miles. What, if any, impact this has on your fire insurance premiums or the availability of fire insurance is beyond the control of Brevard County. Though I suspect that it will, I have not and will never make any assurance to anyone that an auto-aid agreement will lower anyone's fire insurance rates or result in coverage being made available at a location where it has been or remains unavailable.

By way of context, the absence of an auto-aid station within 5 miles of Snug Harbor is something which has been an unresolved and ongoing issue since before you were born. That's indisputable. It was not that Snug Harbor had such an arrangement and someone took it away. It was not that this was a simple issue to remedy; had that been the case, any of my numerous predecessors would have already resolved it.

That said, there have been other longstanding unresolved issues which I have happily tackled as opportunities permit. Since having been elected, I have made efforts to resolve this problem and have gone as far as to offer the City of Cocoa Beach more than they have ever (in recorded or known history) been offered by any other District 2 County Commissioner in order to extend auto-aid coverage to Snug Harbor. I went to offer as much as I thought I had any realistic chance of having pass amongst a majority of the County Commission, knowing that I would need the support of other commissioners in order to make it a reality.

Were I to have offered Cocoa Beach any more than I offered, the chance it would pass with at least two more of my colleagues voting to approve it would have been nonexistent as the precedent of giving away the farm would have ramifications throughout the County with essentially every other municipality. My colleagues would not stomach it from me any more than I would from them were the situations reversed. As such, a petition signed by quite literally everyone in Snug Harbor would result in nothing more than those folks needlessly spinning their wheels in the mistaken belief that additional pressure will result in the desired outcome. It's not me who needs to be convinced and, as you aren't constituents of Cocoa Beach, I doubt they are particularly empathetic to a group of non-residents who do not wish to be annexed and pay city millage in exchange for receiving a city service. This is all the truer as you cannot vote for their councilmembers and, as such, have no clear way to motivate Cocoa Beach to do what its actions (and, more accurately, inactions) demonstrate it does not wish to do.

Of the 16 municipalities in Brevard County, it is my understanding that we have auto-aid (or comparable) arrangements with 14 of them. A fifteenth is anticipated to come online within the next two to three months. The 15th is the City of Cocoa, a city which I have also sought to bring into the fold, though this required a fraction the effort expended working "with" Cocoa Beach. Thanks in large part to staff - both on the Brevard County and City of Cocoa side - implementing the policy goals of elected officials, this is looking to be a near certainty in Cocoa. The fact Cocoa has a new city manager and a new mayor created an environment in which this change could take place. As demonstrated by actions (and inactions), there is nowhere near the desire or willingness to be a team player on the part of the City of Cocoa Beach.

By way of example, I do not believe I have ever charged any municipality to perform a public record request as a courtesy, knowing that assisting the municipalities helps my constituents and the constituents of other commissioners as well. Charging a city would only result in forcing that city's residents to subsidize whatever is charged just as charging Brevard County would force Brevard County's residents to subsidize the cost incurred.

The only city to ever provide me with an invoice for a PRR was... you guessed it... Cocoa Beach. Unless and until I paid \$2.55, they would not produce requested records. Given that I have poured literally millions of dollars into improving Lori Wilson Park over and above what staff requested, without asking for a thing in return from Cocoa Beach, you should start to get an idea as to how Cocoa Beach interacts with Brevard County. Similarly, I asked for nothing in bringing together and providing county funding to the Cocoa Beach Airshow, which I could easily have steered to another location elsewhere in the county. As an objective fact, but for me, it would not have happened there this year.

In my experience, time and again, Cocoa Beach negotiates in a vacuum and attempts to extract every ounce of blood and every penny out of Brevard County it possibly can without keeping in mind (or, perhaps, caring) that there are numerous projects which we must or

may work together in completing. I have never experienced this issue with any other municipality, only Cocoa Beach.

Having met with Cocoa Beach's City Manager at both my office and at their office, on different dates, with the singular goal of establishing an auto-aid agreement, I can tell you to a certainty that it will never happen with Cocoa Beach's current City Manager and Mayor. That's not an assessment as to their respective character or commitment but it is an observation that is grounded in numerous dealings with which I have firsthand knowledge as well as substantial information relayed to me by Brevard County staff and former elected officials familiar with the situation. In all candor, it may not matter who is in charge at Cocoa Beach given the longstanding history of the issue.

The demands made of Brevard County, by the City of Cocoa Beach, have been objectively unreasonable - almost to the point of being humorous - to date as you might gather from the fact that Cocoa Beach is the only city which has not come into the fold. This is all the more telling given that this opportunistic fiefdom-like mentality has remained unchanged for decades.

In sum, we are left with a singular outlier in Brevard County - a city which has the unique honor of demonstrating, for decades, its inability and/or unwillingness to come to terms with Brevard County in a manner quite literally every other city - both in my district and outside of it - has been able to do. The simplest explanation is often the correct one.

Nonetheless, I have been pursuing a vastly different direction which I believe (but cannot guarantee) stands to improve your ISO rating in a manner similar to obtaining the over half-century-long requested auto-aid agreement with Cocoa Beach. I believe that this option appears to have a real likelihood of panning out. I anticipate that I will have an update for you sometime between the next several days and the end of the month. Signs are good but this is a **fragile** situation in which those who think it's a good idea to push the issue at this particular moment may result in irreversibly undoing the progress made on this other front. Should that happen, there is no readily apparent fallback option for Snug Harbor. I have been intentionally silent about this as I do not wish for anyone to damage the opportunity.

You will most certainly be kept in the loop and will be among the very first to learn about the progress made once it is safe for me to release the info without risking your goal which I share.

Truly,

Bryan

cc: DS

From: Karlane Cerato <karlane.cerato@gmail.com>

Sent: Wednesday, June 16, 2021 2:33 PM

To: Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Cc: Kylie Simon <Kwyogal@aol.com>; brittanybunin@gmail.com <brittanybunin@gmail.com>

Subject: Snug Harbor Fire Protection Services

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello Matthew,

I am writing to follow up on our conversation that we had at the end of last month in regards to our neighborhood Fire Safety Services.

Matt you had explained to me you were in negotiations with a Fire Safety Service less than 5 minutes away that would allow us to have a lower ISO rating and far fewer or no insurance coverage drops. You explained the powers to be over this had two meetings scheduled for the month of June and you were hoping Mr. Lober would have something to report to us citizens this month.

I am following up to see where you are in the process of the meeting and the direction you believe these meetings are headed? Previously you mentioned the negotiations were at a 4 out of 10 in regards to progress, has the number advanced at all? If so, what number would you give it now? What are the next steps that need to be taken to solidify this deal? How likely are you all to close this deal?

I have included two neighbors in this email thread whom are concerned citizens as well and we have collectively planned a neighborhood meeting next Thursday evening to discuss the current status of this issue.

Of course we extend the invitation to you and Mr. Lober. If you would like to meet the community members of Snug Harbor and relay the information directly to them, they would be much appreciative of it. Please let me know and I can forward you the information in regards to location and time. If neither of you are able to attend, that is understandable as well. Please just let me know in as much detail as you are able to in the progress of this auto aid agreement, and I will forward the information onto the community members of Snug Harbor. Thank you very much for your time.

Thank you,
Karlane Cerato
352-226-5981

Re: Fire Protection for South Cocoa Beach

Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Thu 7/8/2021 11:36 PM

To: Matt Meeker <mmeeker4@cfl.rr.com>

Cc: Commissioner, D2 <D2.Commissioner@brevardfl.gov>; Voltaire, Patrick M <Patrick.Voltaire@brevardfl.gov>; Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Bentley, Eden <Eden.Bentley@brevardfl.gov>

Mr. Meeker:

First, I understand your frustration. There have been and remain aspects of the fire rescue MSTU that are not necessarily fair with respect to some areas subsidizing others. I don't know that a great solution for this exists as it has been a problem for many years not only here but in nearly all counties.

While I believe that some of your concerns may have already been addressed at the most recent commission meeting and others do not contain enough specificity to fully address, I will focus on a couple in the interest of brevity.

"The fact you expect Cocoa Beach Fire Department to continue to respond without being given what they need to maintain their ISO score is questionable." The premise of that statement is absolutely **contrary to fact**. I have never suggested that Cocoa Beach do anything that would result in their having a lower ISO rating. I committed to Cocoa Beach long ago that any auto-aid agreement would include all necessary measures to maintain or improve their citywide ISO. This was an explicit assurance upon which any auto-aid agreement would be based.

This was stated unambiguously by me to both the Mayor and the City Manager in front of Brevard County's Public Safety Director and other government personnel. Anyone who claims otherwise is either misinformed or simply dishonest. If you'd like to pay for me to take a polygraph to confirm this, I'd be happy to do so. I doubt either the Mayor or City Manager would offer the same if either is claiming that I insisted or implied they accept a lower ISO in exchange for taking on Snug Harbor. That is flatly wrong.

As to the Mayor and City Manager having gone on record stating they do not wish to annex Snug Harbor, I can tell you that the Mayor and City Manager do not unilaterally or together have the authority to annex or refrain from annexing Snug Harbor. It is a council decision, not a City Manager and/or Mayor decision, and all indications are that Cocoa Beach continues insisting on a **higher demand than any other municipality** in exchange for an auto-aid agreement because Snug Harbor residents want a city service without paying the city millage. This has been communicated, unambiguously, time and again. There is a reason no auto-aid agreement has ever been reached with Cocoa Beach. It's not because their requests have been objectively reasonable.

I understand, from your email, that you spoke with a retired Air Force General who opined as to what some unspecified portion(s) of CFR would disallow. Has this general ever worked in the Judge Advocate side of the Air Force? Is she licensed to practice law anywhere? Did she cite a specific section of the CFR that supports her contention? I am not licensed as an engineer, and I would never presume to be able to do with a licensed engineer can do. Certain professions are licensed and regulated for good reason. Lay opinion, in a matter requiring expertise, is often precisely as valuable as what you pay for it.

The "verbiage" from the retired general did not come through in the email sent to me. If you wish me to consider it, please send it and I will certainly review it. I'm happy to do so.

You state that your ISO would likely be "close to a 2." Did you speak with anyone who assigns ISO ratings who advised you that this would be the case or was this simply something that was a lay opinion thrown out as a best guess? There are certain actions which are likely to improve an ISO but there are rate experts who look at the

specific criteria and can articulate why a particular rate is likely instead of looking into a crystal ball or reading tarot cards.

Please understand that there has been so much misinformation surrounding the history and present options that I feel it necessary to confirm and verify much of what is claimed about this area. I am extremely skeptical given the history of bad blood between Brevard County and Cocoa Beach on this issue.

As I stated rather bluntly during the most recent meeting, the chance I will get two other commissioners to enter into an agreement with Cocoa Beach that is far more onerous than any comparable agreement entered into with **any** of the numerous other municipalities with whom we presently share auto-aid agreements is exceptionally slim. I wouldn't do it for them as a result of the precedent it would set and, if they understand their fiduciary duty, they shouldn't do it for me.

The City of Cocoa (not Cocoa Beach) will almost certainly be entering into an auto-aid agreement with us within the next couple of months. The terms were FAR more favorable than what Cocoa Beach requested. This will leave, to my understanding, Cocoa Beach as perhaps the only municipality out of our 16 with whom Brevard County does not share an auto-aid or similar agreement. It's not because they have been reasonable. There is a reason and to ignore this reason makes successfully selling any such proposal nearly impossible.

As for the raised rates not having provided any improvements, the BOCC made it clear that approximately 75% of the increase is going to personnel and roughly 25% is going toward infrastructure. Rebuilding the non-existent reserves is also contemplated. To simply **maintain existing levels of service** an increase was needed as the county has been **deficit spending** for the better part of a decade. As to improvements, I expect that there will be improvements (including with respect to hydrants) even though an increase was needed simply to maintain existing levels of service. As recently as today, I was sitting in a fire union negotiation. Even how we split the finite amount of money available amongst the various ranks and steps within those ranks is still being worked out. As such, we cannot instantaneously fix everything as soon as an increase is approved, prior to it even having been implemented. These things take time, some more than others.

As I mentioned, I believe I have two potential resolutions to meaningfully improve the ISO rating of Snug Harbor which has been abysmal for many years. As explained during the recent meeting, the county is waiting on the other party for the preferred option to get back to us on two outstanding issues. This should happen in the exceedingly near future. If you choose to view a solution which improves your ISO as a "Band-Aid" so be it but know that it will be the singular most significant improvement to your area's fire service in longer than many of its residents have walked the earth.

Moreover, infrastructure improvements are planned but they will not be taking place in weeks or months. These things take a relatively long time due to procurement rules and policies set out to encourage competitive bidding on major expenditures. Government often works but it does not often work instantaneously.

I assure you I am both working on and monitoring your concern as I have been since having been elected. There is what folks want and then there is the political reality of the situation. To be blunt, neither of us has the pull to cause Cocoa Beach to enter into an auto-aid agreement with Brevard County with the present City Manager and Mayor in place. The terms are simply too unreasonable. They are objectively far more onerous than any other auto-aid agreement Brevard County has entered. That fact will never disappear. There's a reason that not only did I choose not to put up what Cocoa Beach offered but staff elected not to do so as well: because it is certain to fail any vote. It would be an exercise in futility to put it to the BOCC to consider.

I apologize if this email comes across as blunt but I want to be certain I am absolutely clear in my position and that there are no surprises or ambushes. I'd rather be honest with you and tell you how I see things as opposed to telling you what you want to hear only to disappoint you. That said, I still expect to have news shortly which I will certainly share with you on the Snug Harbor ISO rating front. If you'd like an update between now and then, please feel free to reach out and I will do what I can to bring you up to speed so that you have the same info I have.

Truly,

Bryan

From: Matt Meeker <mmeeker4@cfl.rr.com>

Sent: Thursday, July 8, 2021 8:55 PM

To: Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Cc: Commissioner, D1 <D1.Commissioner@brevardfl.gov>; Commissioner, D3 <d3.commissioner@brevardfl.gov>; Commissioner, D4 <D4.Commissioner@brevardfl.gov>; Commissioner, D5 <D5.Commissioner@brevardfl.gov>

Subject: Fire Protection for South Cocoa Beach

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Mr Lober and the rest of the Brevard County Board, I do appreciate your efforts on this matter. I reached out to a retired Air Force general regarding the possibility of Patrick Space Force Base fire personnel providing auto response coverage for civilian assets. She did not believe the Code of Federal regulations would allow this. And in the event staffing at the base fire department fell below minimum levels, they would not respond. This leads me to believe that it is more likely you are negotiating a mutual aid agreement. A mutual aid agreement would do nothing towards reducing our insurance premiums. I also feel that a mutual aid agreement would do little to improve protection in our area. The residents have been paying more than our fair share in property taxes while the county is (and has been for a long time) providing inadequate fire protection as indicated by the ISO score assigned to our area. While you state that what the Cocoa Beach Fire Department wants in order to be an auto responding agency, is extortion, the fact that we have paid in much larger amounts than has been used to protect us is where the extortion is taking place. Then the county raised our fire protection rates without providing any real improvement. Cocoa Beach appears to be willing to become an auto responding department for much less than what our residents are paying in fire protection funds. If our building at the Crescent Beach Club Condo were deficient in any fire code issues, the county would only give us a limited time to bring up to code. The county is not reciprocating in the responsibility for life safety. There are noted deficiencies in roads, bridges, water supply and in the number of hydrants that are noted to lower the ability to provide emergency response. Again, we are paying our share and the funds are being diverted elsewhere. We deserve to have a reasonable ISO score (similar to that of Cocoa Beach). We deserve to have roads that would allow for adequate emergency response. We deserve to have adequate water supply and hydrants to use in the case of fire. Cocoa Beach has offered to be the auto responding department, that would with all probability lower our ISO score close to a 2. They have gone on record through the city manager and the mayor that they do NOT want to annex our area as you stated in the board meeting. The fact you expect Cocoa Beach Fire Department to continue to respond without being given what they need to maintain their ISO score is questionable. We do not want a very bandaid put on this. It needs to be fixed right. While I have not asked for reports showing tax receipts from this area, I believe they are significant. I have attached the verbiage from the retired general below. Thanks for your

service. Please fix this correctly now so we don't have to revisit at every meeting.

Matt Meeker
3115 S Atlantic Ave
Unit 703
Cocoa Beach, FL 32931
(321) 735-6100

Re: Auto Aid Contract with City of Cocoa Beach for Fire Rescue

Commissioner, D2 <D2.Commissioner@brevardfl.gov>

Tue 7/6/2021 2:03 PM

To: Trish Cannon <trishcannon@yahoo.com>; Commissioner, D1 <D1.Commissioner@brevardfl.gov>; Commissioner, D3 <d3.commissioner@brevardfl.gov>; Commissioner, D4 <D4.Commissioner@brevardfl.gov>; Commissioner, D5 <D5.Commissioner@brevardfl.gov>; Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Schollmeyer, Mark T <Mark.Schollmeyer@brevardcounty.us>

Cc: Commissioner, D2 <D2.Commissioner@brevardfl.gov>; Abbate, Frank B <Frank.Abbate@brevardfl.gov>

Mr. And Mrs. Cannon:

That sounds good until you hear the extortion fee Cocoa Beach demands from the County in exchange. There is nothing to vote to approve because the City's demands have been so objectively unreasonable that staff has wisely elected not to put the "offer" on the agenda. They demand more than any other city in the county for similar coverage. The bottom line is that they offered to annex your area, your area didn't wish to pay the city's millage yet still wishes to have a city service.

If you wish to discuss this with your commission office, you may wish to contact my office as contacting every single commissioner won't result in an unreasonable proposal being approved (or even added to the agenda).

Even if I approved of the City's demands, which would be malfeasance, I would never obtain the support of two other commissioners as it would guarantee other cities, which have been reasonable, would come back to the trough expecting a windfall as soon as the existing agreements expire.

There a reason this has been an issue since before man set foot on the moon. No one took this service away from Snug Harbor. It never existed there. Everyone has the opportunity to do due diligence before purchasing property to determine what insurance coverage would be available and what it would cost.

Our County Manager is on record having said I've offered more to the City than any other commissioner in his 30+ years of service to the County but there is a limit. It's not ask and you shall receive.

The city's demands amount to something like over \$10,000 per call just to respond and the county would be obligated to respond to the City and receive \$0 per call. Objectively unreasonable.

I am working with staff on an alternative but I cannot promise anything at this juncture.

Truly,

Bryan

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From: Trish Cannon <trishcannon@yahoo.com>

Sent: Tuesday, July 6, 2021, 1:45 PM

To: Commissioner, D1; Commissioner, D2; Commissioner, D3; Commissioner, D4; Commissioner, D5; Wallace, Matthew; Schollmeyer, Mark T
Subject: Auto Aid Contract with City of Cocoa Beach for Fire Rescue

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello,

We have house in the Snug Harbor area of unincorporated Cocoa Beach. Currently our homeowners policy rates the home with ISO rating 10/10 which is highest risk and results in higher premiums. As this neighborhood is much closer to the Cocoa Beach fire department and they would assist in event of fire, it makes sense to have an auto aid contract which should lower the ISO rating to 2/10 which is in line with what it should be. I ask each of you to support this cause and do whatever you can to reach a reasonable agreement with the City of Cocoa Beach.

Regards,
Patricia and William Cannon