



AGENDA REPORT
July 23, 2019

**Approval, Re: Interlocal Agreement Renewal between the County and U.S.
Fish and Wildlife Service-Merritt Island National Wildlife Refuge**

SUBJECT:

Interlocal Agreement Renewal between the County and U.S. Fish and Wildlife Service – Merritt Island National Wildlife Refuge For Establishing Emergency Response, Mutual Assistance Responsibility, and Procedures in Fire Emergencies Arising on Lands Within the Boundaries of the Merritt Island and St. Johns Wildlife Refuge and Lands Protected by BCFR.

FISCAL IMPACT:

None

DEPT/OFFICE:

Fire Rescue

REQUESTED ACTION:

It is requested the Board of County Commissioners adopt the attached Interlocal Agreement renewal between the County and U.S. Fish and Wildlife Service – Merritt Island National Wildlife Refuge for establishing emergency response, mutual assistance responsibility, and procedures in fire emergencies arising on lands within the boundaries of the Merritt Island and St. Johns Wildlife Refuge and lands protected by BCFR.

SUMMARY EXPLANATION and BACKGROUND:

To better protect lands and property the U.S. Fish and Wildlife Service (USFWS) – Merritt Island National Wildlife Refuge and the County are desirous of entering into an Agreement for establishing emergency response, mutual assistance responsibility and procedures in fire emergencies arising on lands within the boundaries of the Merritt Island and St. Johns Wildlife Refuge an area administered by the U.S. Fish and Wildlife Service, and on lands protected by Brevard County Fire Rescue (BCFR).

The County (BCFR) agrees when requested by the USFWS to provide fire suppression support on lands protected by the USFWS. Additionally, BCFR agrees to provide the USFWS with County equipment and trained operators to assist in prescribed fire operations on USFWS owned lands; and ignition materials, written burn plans and all necessary permits associated with prescribed fire when conducting prescribed burns on contiguous County-protected lands.

The U.S. Fish and Wildlife Service (USFWS) agrees when requested by the County (BCFR) to provide fire suppression support on lands in the wildland urban interface. Additionally, the USFWS agrees to provide technical support to the County (BCFR) staff in the preparation of plans for ecological land management activities including but not limited to, prescribed burning on contiguous County protected lands; and provide USFWS equipment and trained operators to assist in prescribed fire on natural communities on contiguous County-protected lands.

There shall be no payment to either USFWS or the County (BCFR) for the reciprocal fire services identified in this Agreement.

This Agreement shall become effective upon execution by both parties and shall continue in effect for five (5) years. This is a periodic review of our existing agreement.

CLERK TO THE BOARD INSTRUCTIONS:

Return fully executed agreement to Pamela Barrett in the Fire Rescue Department

ATTACHMENTS:

Description

- ▢ **USFW Interlocal Agreement**
- ▢ **USFW Contract Review and Approval Form**

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: US FISH & WILDLIFE SEERVICES-MI NAT'L WILDLIFE REFUGE	
2. Fund/Account #: 1354/285300	3. Department Name: BCFR
4. Contract Description: EMERGENCY RESPONSE/MUTUAL ASSISTANCE RESPONSIBILITY & PROCEDURES FOR FIRE EMERGENCIES IN MERRITT ISLAND AND ST. JOHNS WILDLIFE REFUGE	
5. Contract Monitor: ASST CHIEF SCOTT GOLD/PAMELA BARRETT	7. Contract Type:
6. Dept/Office Director: CHIEF MARK SCHOLLMAYER	INTERGOVT/FEDERAL

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barrett, Pamela <small>Digitally signed by Barrett, Pamela Date: 2018.05.10 12:27:05 -0400</small>	05/10/2018
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey Date: 2018.05.10 12:27:05 -0400</small>	05/10/2018
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	Schverak, Christine <small>Digitally signed by Schverak, Christine Date: 2018.05.10 12:27:05 -0400</small>	09/28/2018

SECTION III - REVIEW AND APPROVAL TO EXECUTE

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

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



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

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

July 24, 2019

M E M O R A N D U M

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

RE: Item F.10., Interlocal Agreement Renewal between Brevard County and U.S. Fish and Wildlife Service (USFWS) – Merritt Island National Wildlife Refuge

The Board of County Commissioners, in regular session on July 23, 2019, approved the Interlocal Agreement between the County and the USFWS – Merritt Island National Wildlife Refuge for establishing emergency response, mutual assistance, responsibility, and procedures in fire emergencies arising on lands within the boundaries of the Merritt Island National Refuge and the St. Johns Wildlife National Refuge, and the lands protected by Brevard County Fire Rescue. Enclosed is a fully-executed Interlocal Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

INTERLOCAL AGREEMENT

BETWEEN THE

**UNITED STATES DEPARTMENT OF THE INTERIOR,
United States Fish and Wildlife Service-Merritt Island National Wildlife Refuge**

AND THE

**BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political
subdivision of the State of Florida**

THIS INTERLOCAL AGREEMENT is made and entered into by and between the United States Department of the Interior, U.S. Fish and Wildlife Service-Merritt Island National Wildlife Refuge, 1875 Century Blvd, Suite 310 Atlanta, GA 30345 (hereinafter the Service) and the Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida 32940 (hereinafter the County).

THE AUTHORITY for the Service to enter into this Agreement with the County is given by Chapter VIII of the 1982 Supplemental Appropriations Act (P.L. 97-257) which authorizes the Secretary of the Interior to enter in contracts with State and local governmental entities, the authority of the Fish and Wildlife Coordination Act (16 U.S.C. Sections 661-666c), and the Fish and Wildlife Act of 1956 (16 U.S.C. 742 a-j).

THE AUTHORITY for the County to enter into this Agreement with the Service is given by Section 163.01, Florida Statutes, which authorizes the County to exercise jointly with any public agency of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately.

I. PURPOSE:

The Service and County are desirous of entering into an agreement for establishing emergency response, mutual assistance responsibility, and procedures in fire emergencies arising on lands within the boundaries of the Merritt Island and St. Johns Wildlife Refuge (hereinafter Refuge), an area administered by the Service, and on lands protected by the County's Fire Rescue Department.

II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The Service and the County agree to accept the following responsibilities as they relate to Fire Protection, Training, and Prescribed Fire on lands protected by the County's Fire Rescue Department and lands protected by the Merritt Island NWR Fire Management Staff.

A. Fire Suppression.

When requested by the County, the Service shall provide fire suppression support on lands outside the refuge subject to availability of Service staff and equipment.

1. When requested by the Service, the County shall provide fire suppression support on lands protected by the Service, subject to availability of COUNTY staff and equipment.

B. Training.

1. Each party may assist the other's training activities including, but not limited to, wildland or structural fire fighting courses, first aid and CPR training, use of training facilities and fire combat training and prescribed fire training. Request for said training can be made by either party.

C. Prescribed Fire.

COUNTY specifically agrees to do the following:

1. Provide ignition materials, written burn plans, and all necessary permits associated with prescribed fire when conducting prescribed burns on contiguous COUNTY-protected lands.
2. Provide COUNTY equipment and trained operators to assist in prescribed fire operations on Service owned lands, subject to availability of COUNTY staff and equipment.

SERVICE specifically agrees to do the following:

1. Provide technical support to COUNTY staff in the preparation of plans for ecological land management activities including but not limited to, prescribed burning on contiguous COUNTY-protected lands.
2. Provide the Service equipment and trained operators to assist in prescribed fire on natural communities on contiguous COUNTY-protected lands, subject to availability of SERVICE staff, equipment, and funding.

D. Operational Procedure

1. COUNTY fire services will be provided upon SERVICE request. Such request will be made to the Brevard County Dispatch Center (identified in Attachment B of this Agreement).
2. SERVICE Fire service will be provided upon COUNTY request. Such request will be made at the Refuge Fire Office or the alternate number (identified in Attachment B of this Agreement).
3. The contact numbers in Attachment B will be reviewed and updated by both parties annually. Any changes will be made a part of this Agreement.

E. COUNTY and the SERVICE further agree that:

1. The SERVICE and COUNTY will provide the reciprocal fire services within this Agreement at no cost.
2. This Agreement constitutes the full, complete, and entire understanding between the Parties. No modification or amendment of this Agreement is binding on either party unless such modification or amendment is made in writing and executed by both Parties. This Agreement is binding upon and inure to the benefit of the successors in interest, transferees, and assigns of the parties.
3. In the performance of this Agreement, the Parties will not discriminate against, or exclude from participation, any person on the grounds of race, creed, color, national origin, age, sex, or disability.
4. This Agreement is effective upon execution by both parties and its filing with the Clerk of the Circuit Court in and for Brevard County, Florida, and will continue in effect for five (5) years. Either party, upon thirty (30) days written notice to the other Party, may terminate this Agreement, with or without cause, in whole or in part.

5. The Parties will review this Agreement annually in December to discuss operational procedures or problems related to natural resource management on contiguous COUNTY-managed lands.
6. This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
7. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein is intended to constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, as may be amended from time to time.
8. In the event any litigation arises out of this Agreement between the Parties, each party shall bear its own attorney's fees and costs. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
9. Each party agrees to abide by all state, federal and local laws and regulations in the performance of activities associated with this Agreement.
10. In the performance of this Agreement, the Parties agree to keep books, records, and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures. The Parties agree that books, records and accounts related to the performance of this Agreement are open to inspection during regular business hours by the custodian of such records and will be retained by the applicable Party as required by the applicable records retention schedule. The Parties agree that all records, books and accounts related to the performance of this Agreement are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

11. The parties specifically agree that the relationship between the County and the Service is one in which each party and its employees are independent contractors of the other party, and not agents, employees, joint venturers, or other partners, and neither are entitled to any benefits of the other party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

F. The principal contacts for this instrument are:

SERVICE
Michael Good
District Fire Management
Officer
321-861-2812

COUNTY
Scott Gold
Assistant Chief of Operations
321-633-2056

The parties agree that SERVICE's liability is governed by the Federal Tort Claims Act (28 U.S.C. 2671 et seq.), and the COUNTY's liability is governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the SERVICE and COUNTY have made and entered into the Agreement on the date hereinafter first written.

**MERRITT ISLAND NATIONAL
WILDLIFE REFUGE COMPLEX**

By: [Signature]
USFWS CONTRACTING OFFICER
Date: 06/07/2019

By: [Signature]
LA YNE HAMILTON, PROJECT LEADER
Date: 07/08/2019

By: [Signature]
MICHAEL GOOD,
DISTRICT FIRE MANAGEMENT OFFICER
Date: 7/8/2019

**BREVARD COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: [Signature]
CHAIR
As Approved by the Board on: 7/23/19

ATTEST: [Signature] 7/23/19
SCOTT ELLIS, CLERK Date

Reviewed for legal form and content:

[Signature] 7/9/2019
Assistant County Attorney

ATTACHMENT A

Maps of Boundary:

1. Merritt Island NWR
2. St. Johns NWR
3. Pelican Island NWR
4. Archie Carr NWR

ATTACHMENT B

1. Brevard County Fire Service contact numbers
Dispatch Center (321) 633-1766
2. Merritt Island National Wildlife Refuge contact number(s):

During normal duty hours (Monday thru Friday, 0700 to 1630 hours):
Fire Dispatch: (321) 861-0846

During non-duty hours:

<u>NAME</u>	<u>CELL</u>
Michael Good, (IC)	321-302-4313
Layne Hamilton (Project Leader)	321-403-9213