

Meeting Date
10/07/2014



AGENDA	
Section	Consent
Item No.	II.DS

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	A Resolution of the Board of County Commissioners of Brevard County, Florida Adopting the Interlocal Agreement Between the County and the Town of Malabar Providing For E911 Dispatching Services. Fiscal Impact: Revenue \$9,500.
DEPT/OFFICE:	Fire Rescue Department

Requested Action:

It is requested the Board of County Commissioners adopt the attached Interlocal Agreement between the County and the Town of Malabar to provide E911 Dispatching Services.

Summary Explanation & Background:

Brevard County Fire Rescue finds that it is in the best interest of the County and the public health, safety and welfare of its citizens that the County provides E911 dispatching services to the Town of Malabar.

The County agrees to provide twenty-four (24) hour, seven days a week, E911 fire and first responder dispatch services for radio communication, monitoring units during both emergency and non-emergency operations, for all emergency calls originating in the Town's response area. The annual cost to the Town will be \$9,500.00.

This Agreement will commence and be effective upon its approval and execution by the elected governing bodies of both the Town and the County. The Agreement will be effective for an initial two (2) year period. Following the expiration of the initial two (2) year term, this Agreement shall automatically renew for three (3) successive one (1) year periods, unless either party provides the other party with written notice of termination.

Fiscal Impact: Annual revenue of \$9,500.00 Fund 1351 Cost Center 285400

Contact:

Mark Schollmeyer, Interim Fire Chief/Director
mark.schollmeyer@brevardcounty.us
 (321) 633-2056

Clerk to the Board Instructions:

Exhibits Attached: E911 Dispatching Services Interlocal Agreement

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager, Mel Scott	Department Director / Extension
Stockton Whitten	Assistant County Manager, Venetta Valdengo	Mark Schollmeyer, Interim Fire Chief/Director Brevard County Fire Rescue



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

October 8, 2014

M E M O R A N D U M

TO: Chief Schollmeyer, Interim Fire Rescue Director

RE: Item II.D.5., Interlocal Agreement with Town of Malabar for E-911 Dispatching Services

The Board of County Commissioners, in regular session on October 7, 2014, executed Interlocal Agreement with the Town of Malabar for E-911 Dispatching Services. Enclosed is a fully-executed copy of the Interlocal Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Contracts Administration

**INTERLOCAL AGREEMENT REGARDING E-911 DISPATCH SERVICES
BETWEEN BREVARD COUNTY AND THE TOWN OF MALABAR**

THIS AGREEMENT (the "Agreement"), entered into this 7th day of October, 2014, by and between **Brevard County**, a political subdivision of the State of Florida (hereinafter referred to as the "**County**"), and the **Town of Malabar**, a municipality incorporated under the laws of Florida, located at Brevard County Florida (hereinafter referred to as the "**Town**").

WITNESSETH:

WHEREAS, the Town and County desire to enter into this Agreement for the purposes of allowing the County to provide E-911 dispatching services for the Town, so as to better protect the lives and property of their citizens; and

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

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

SECTION 1. TERM:

This Agreement will commence and be effective upon its approval and execution by the elected governing bodies of both the County and the Town and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall be effective for an initial two (2) year period. Following the expiration of the initial two (2) year term, this Agreement shall automatically renew for three (3) successive one (1) year periods, unless either party provides the other party with written notice of termination of this Agreement as provided in Section 2 below. All terms and conditions hereof shall remain in full force and effect during the initial term and any renewal periods unless this Agreement is amended as provided in Section 2 below.

SECTION 2. TERMINATION/AMENDMENT OF AGREEMENT:

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

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

SECTION 3. SERVICES PROVIDED:

The County hereby agrees to provide twenty-four (24) hour E-911 fire and first responder dispatch services for the Malabar Volunteer Fire Department (MVFD). Services include receiving emergency calls through the Countywide E911 system, processing the call (EMD or EFD), alerting, radio communication, monitoring units during both emergency and non-emergency operations, providing access to the Brevard County Fire Rescue (BCFR) computer aided dispatch (CAD) system and providing appropriate annual statistics and reports as requested by the Town of Malabar. MVFD will provide to the BCFR Dispatch Center predetermined unit response assignments for the 1st, 2nd and 3rd alarm responses as well as all auto-aid agreements between other emergency service providers and the Town. The Town is responsible for any and all equipment and costs necessary to receive voice and data communications from the BCFR Dispatch Center

SECTION 4. PAYMENT:

The annual cost to the Town will be Nine Thousand, Five Hundred Dollars (\$9,500.00). Within thirty (30) days of the execution of this Agreement by the County, the Town shall submit to the County payment in full for such services under this Agreement for the period of October 1, 2014 – September 30, 2014 (\$9,500). Payment for the period of October 1, 2015 – September 30, 2016 and any successive renewals will be paid in full by October 30th of the associated fiscal year.

SECTION 5. ADDITIONAL EQUIPMENT:

No additional equipment is contemplated by the Town or the County for services identified in this Agreement.

SECTION 6. NOTIFICATION:

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

Christopher Robinson, Fire Chief
Malabar Volunteer Fire Department
2725 Malabar Rd.
Malabar, FL 32950

BCFR Fire Chief/Director
Brevard County Fire Rescue
1040 S. Florida Ave.
Rockledge, FL 32955

With a copy to:

Bonilyn Wilbanks, Town Administrator
Town of Malabar
2725 Malabar Rd.
Malabar, FL 32950

Stockton E. Whitten, County Manager
Brevard County Government Center
2725 Judge Fran Jamieson Way
Viera, FL 32940

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

SECTION 7. AUDITING, RECORDS AND INSPECTION:

7.1 In the performance of this Agreement, the Town shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth

in Rule 69I-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Town for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statutes.

- 7.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the Town in the United States or any other country.
- 7.3 The County and the Town agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.
- 7.4 Upon a request for public records related to this Agreement, the County or the Town, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or the Town, as the case may be.

SECTION 8. JURISDICTION, VENUE AND CHOICE OF LAW:

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

SECTION 9. ATTORNEY'S FEES AND COSTS:

In the event of any litigation between the parties arising out of this Agreement, each party will bear its own attorney's fees and costs.

SECTION 10. SEVERABILITY:

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

SECTION 11. INDEMNIFICATION/HOLD HARMLESS:

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the Town shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the negligence of the Town.

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the Town and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused, in whole or part, by the negligence of the County.

In agreeing to this provision, neither party intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the County or the Town to be sued by third parties in any matter arising out of any contract. The parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 12. INDEPENDENT CONTRACTORS:

The County and the Town are each Independent Contractors of one another. It is specifically understood and agreed to by and between the parties hereto that a material provision in this

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

SECTION 13. ASSIGNMENTS:

Neither the Town or the County, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party.

SECTION 14. ENTIRE AGREEMENT:

This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties.

SECTION 15. INTERPRETATION:

Both the Town and the County have had the opportunity to consult with legal counsel and to participate in the drafting of this Agreement. Consequently, this Agreement shall not be more strictly or harshly construed against either party as the drafter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk


By:  _____

Mary Bolin Lewis, Chairman

Brevard County Commission

Approved by the Board on 10/7/2014

Reviewed for Legal Form and Content:



Assistant County Attorney

ATTEST:

TOWN OF MALABAR, FLORIDA



Debby K. Franklin, Town Clerk

By:  _____

Bonilyn Wilbanks, Town Administrator

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Town of Malabar	
2. Fund/Account #: 1351/285400/5340000	Division Name: Fire Rescue
4. Contract Description: E911 Dispatch Services Agreement	
5. Contract Monitor: Carrie Cotter	6. Mail Stop #: 50
7. Dept./Office Director: Mark Schollmeyer, Interim Fire Chief	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓ _____	_____ _____	<u>WC</u> _____	9-18-14 _____
Risk Management	_____ _____	_____ _____	_____ _____	_____ _____
County Attorney	✓ _____	_____ _____	<u>[Signature]</u> _____	9/18/14 _____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

BC-29: EXHIBIT I

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

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	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	X_____	_____	 GV	9/17/14
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

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