



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.5.

3/11/2025

Subject:

Board Approval: Interlocal Agreement between Brevard County Board of County Commissioners; Wayne Ivey, Sheriff of Brevard County, Florida; and The City of Palm Bay for Automatic Aid.

Fiscal Impact:

None

Dept/Office:

Public Safety Group: Brevard County Fire Rescue

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement between Brevard County; Wayne Ivey, Sheriff of Brevard County, Florida; and The City of Palm Bay for automatic aid. It is also requested that the Board authorize the County Manager or designee to approve required amendments, extensions or changes.

Summary Explanation and Background:

The County, Sheriff, and City desire to enter into an Interlocal Agreement (ILA) for the purposes of allowing the County, Sheriff, and the city to share emergency resources, utilize closest unit response, BCSO to provide E911 dispatching services, and the County to provide the City operational use space at one (1) of the County's fire stations mutually agreed upon by the City and County Fire Chief's, based on space availability and the City will provide the County operational use space at City fire stations mutually agreed upon by the City and County Fire Chief's based on space availability so as to better protect the lives and property of their citizens.

The County and Sheriff entered into an Interlocal Agreement on March 1, 2024, that provides that the Sheriff is responsible for management, administration, and control of the County's fire and emergency medical dispatch operations. Pursuant to the ILA, the Sheriff agreed to support Brevard County Fire Rescue operational needs through a coordinated effort to service existing dispatch contracts with municipalities and to engage in renewals including in-kind MOUs, as appropriate.

The County and the City agree that their respective fire rescue departments will provide primary emergency services within their own jurisdictions. The City and the County agree to share both unique and common emergency response resources for the purpose to expeditious and effective emergency service delivery to City and County citizens alike.

BCSO agrees to provide twenty-four (24) hour, seven days a week, E911 fire and emergency medical dispatch services.

Clerk to the Board Instructions:

Please return the original fully executed interlocal agreement to Janine Ernst, Brevard County Fire Rescue.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

March 12, 2025

M E M O R A N D U M

TO: Chief Patrick Voltaire, Fire Rescue Director

RE: Item F.5., Board Approval of Interlocal Agreement between Brevard County Board of County Commissioners, Wayne Ivey, Sheriff of Brevard County, and the City of Palm Bay for Automatic Aid

The Board of County Commissioners, in regular session on March 11, 2025, approved and authorized the Chairman to execute the Interlocal Agreement between Brevard County, Wayne Ivey, Sheriff of Brevard County, and the City of Palm Bay for automatic aid; and authorized the County Manager, or his designee, to approve required amendments, extensions, or changes. Enclosed is an executed Interlocal Agreement.

Upon execution by the Sheriff and recordation, please return a fully-executed copy of the Interlocal Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

Encl. (1)

cc: County Manager
Public Safety
Sheriff

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Palm Bay		2. Amount:	
3. Fund/Account #: 1350/5340000		4. Department Name: BCFR	
5. Contract Description: Interlocal Agreement/Auto Aid/Facility Use (Tri-Party) with BCSO			
6. Contract Monitor: AC Matthew Luisi/Janine Ernst		8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: Patrick Voltaire, Fire Chief			
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	Luisi, Matthew <small>Digitally signed by Luisi, Matthew Date: 2025.01.13 07:29:27 -0500</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2025.01.13 07:29:27 -0500</small>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2025.01.17 10:53:15 -0500</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Stebbins</i> 1/10/2025

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"/>

**INTERLOCAL AGREEMENT BETWEEN
THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS;
WAYNE IVEY, SHERIFF OF BREVARD COUNTY, FLORIDA;
AND
THE CITY OF PALM BAY
REGARDING AUTOMATIC AID**

THIS AGREEMENT (the "Agreement"), is entered into this 11th day of March, 2025, by and between the following Parties: **Brevard County**, a political subdivision of the State of Florida (hereinafter referred to as the "**County**"), **Wayne Ivey, in his official capacity as Sheriff of Brevard County, Florida, a County Constitutional Officer and County Charter Officer** (hereinafter referred to as "**Sheriff**" or "**BCSO**") and the **City of Palm Bay**, a municipality incorporated under the laws of Florida (hereinafter referred to as the "**City**"). County, Sheriff, and City are collectively referred to in this Agreement as "Parties" and individually referred to as a "Party."

WITNESSETH:

WHEREAS, the County, Sheriff, and City desire to enter into this Agreement for the purposes of allowing the County, Sheriff, and the City to share emergency resources, utilize closest unit response, BCSO to provide E911 dispatching services, and the County to provide the City operational use space at one (1) of the County's fire stations mutually agreed upon by the City and County Fire Chief's based on space availability and the City will provide the County operational use space at City fire stations mutually agreed upon by the City and County Fire Chief's based on space availability so as to better protect the lives and property of their citizens; and

WHEREAS, the County and Sheriff entered into an Interlocal Agreement recorded in OR Bk 10005 Page 1491 on March 1, 2024, (hereinafter known as "BCSO/BCC ILA") that provides that the Sheriff is responsible for the management, administration, and control of the County's fire and emergency medical dispatch operational requirements; and

WHEREAS, pursuant to the BCSO/BCC ILA, the Sheriff agreed to support BCFR operational needs through a coordinated effort to service existing dispatch contracts with municipalities and to engage in renewals including in-kind MOUs, as appropriate; and

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

WHEREAS, this Agreement is authorized pursuant to sections 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 agree as follows:

SECTION 1. TERM:

This Agreement will commence and be effective upon its approval and execution by the elected governing bodies of the County, the City, and BCSO 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 any party provides the other parties 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 other 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 any party upon written notice of termination to the other parties at least forty-five (45) days prior to the date of such termination.

2.2 Any 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. To be deemed effective, the amendment must be approved by the County Manager or designee, BCSO designee, and the City and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

SECTION 3. SERVICES PROVIDED:

Except to the extent provided herein, the County and the City agree that their respective fire rescue departments will provide primary emergency services within their own jurisdictions. As Palm Bay's ability to provide services expands, the Parties agree that the Fire Chiefs for each jurisdiction may mutually update sections, 3.3, and 3.4 in writing, signed by both Chiefs, to conform to operational realities. BCSO agrees to provide emergency dispatch services to the City.

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

3.2 **E911 Dispatch Services** - BCSO agrees to provide twenty-four (24) hour, seven days a week, E911 fire ("EFD") and emergency medical dispatch ("EMD") services to the City. Services include receiving emergency calls through the Countywide E911 system, processing the call (EMD or EFD), alerting, radio communication, monitoring units during both emergency and non-emergency operations, providing access to the Brevard County

Fire Rescue (BCFR) computer aided dispatch (CAD) system and providing appropriate annual statistics and reports as requested by the City. The City will provide to BCSO through the Brevard County Unified Communications Center ("UCC") predetermined unit response assignments for the 1st, 2nd and 3rd alarm responses.

The City agrees to provide services under all auto-aid agreements between other emergency service providers and the City. The City is responsible for any and all equipment, any costs necessary to receive voice and data communications from the BCSO Dispatch Center. BCSO agrees to provide all dispatch services in accordance with the Interlocal Agreement between Wayne Ivey, Sheriff of Brevard County, Florida and The Brevard County Board of County Commissioners of Brevard County, Florida recorded in OR Bk 10005 Page 1491 (hereinafter known as "BCSO/BCC ILA"). All compensation for services rendered will be in accordance with BCSO/BCC ILA.

3.3 Fire Station Facility Usage - The City hereby agrees to provide the County operational use space at City's fire stations based on space availability mutually agreed upon by the County and City Fire Chiefs.

The County shall utilize the identified City fire station facilities to support the operations of a County staffed emergency response ambulance.

The County agrees to provide the City operational use space one of the County Stations based on space availability mutually agreed upon by the County and City Fire Chiefs.

The City shall utilize the identified County fire station facility to support the operations of a City staffed emergency response fire engine.

(a) Apparatus Space - The City agrees to provide an apparatus stall space for an ambulance in the City fire stations identified herein above. The County agrees to provide an apparatus stall under a security lighted canopy with electrical outlets for charging and maintaining equipment in the County fire station identified herein above. The County is responsible for providing the appropriate connection of its apparatus to the City's vehicle exhaust system at City fire stations.

(b) Living Quarters - The City agrees to provide bunkrooms for County employees with a minimum of two (2) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room at each City fire station identified above. The County agrees to provide a bunkroom for City employees with a minimum of four (4) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room at the County fire station identified herein above.

(c) Maintenance - The County agrees to assist the City with any maintenance

(including preventive) in equitable proportion to those areas utilized a majority of the time by the County in the City fire stations identified herein above. The city agrees to assist the County with any maintenance (including preventative) in equitable proportion to those areas utilized a majority of the time by the City in the County's fire station identified herein above.

(d) Insurance - Costs, Independent Contractors, Liability – Sections 11, 12 and 13 of the Interlocal Agreement between the County and the City shall govern insurance, costs, the relationship and status of the County and the City and their employees, and their liability for the actions of their respective employees and agents.

(e) Damage - The County agrees to repair, replace and/or reimburse the City for all damages caused to property and equipment owned by the City and resulting from the actions of County employees. The County shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the City." The City agrees to repairs, replace and/or reimburse the County for any and all damages caused to property and equipment owned by the County and resulting from the actions of City employees. The City shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the County.

(f) Supplies - The County agrees to provide consumable station supplies for use by County and City employees at the County fire station identified herein above. The City agrees to provide consumable station supplies for use by County and City employees at the City fire stations identified herein above. The County and City shall be responsible for their own medical supplies.

3.4 Automatic Aid- To provide the highest level of protection possible within the Response Area defined herein, the City and the County agree to provide Automatic Aid in a closest unit response mode for all emergency requests for service including, but not limited to, first responder medical calls, fire calls, and hazardous materials calls.

"Automatic Aid" means and refers to the automatic dispatch of, and response by, an emergency medical services unit and/or fire suppression units to an emergency within an identified service area without the limitations of a mutual aid request. Automatic Aid shall be based on a mutually agreed upon (City and County) predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of, or along with, the Receiving Party, without regard to municipal City or unincorporated County boundaries. The process shall be initiated through the Brevard County Unified Communications Center.

"Receiving Party" shall mean and refer to the authority having jurisdiction of the subject emergency location within the Response Area that is receiving automatic aid Pursuant to this Agreement.

“Responding Party” shall mean and refer to the authority responding to the request for automatic aid pursuant to this Agreement.

- a. Automatic Aid Response Area (AARA) -The geographical area, in which the City and the County agree to provide closest unit response automatic aid, is identified in Appendix A, incorporated herein by reference, which area shall be referred to as the Automated Aid Response Area (or the "Response Area") and shall consist of the identified City municipal areas and the County unincorporated areas.
- b. Predefined Unit Response Assignments - The City and the County shall mutually agree on predefined unit response assignments for responding to emergency events within the Automatic Aid Response Area. Closest unit response will be the single most important consideration in the development of predefined unit response assignments. The term “closest unit” shall mean all closest units, including but not limited to, fire engine, pumper, rescue unit, ladder truck, tower, squad, battalion/supervisor unit, or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue, and other support units will be the closest units of appropriate type to provide the response to the emergency incident and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the chiefs of the County, the City, and Sheriff, and as may be otherwise required by law. Communications procedures and protocols between the County, City, and Sheriff will be continually monitored and reviewed by the fire chiefs and Undersheriff or designee. Policy and/or operational procedures will be regularly updated to promote operational efficiencies.
- c. Officer in Charge- It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until the earlier of mitigation of the incident, or upon scene control being transferred to an officer having authority within the jurisdiction where the incident occurred. The first arriving command officer, whether County or City, will function as the incident commander. In the case where the first arriving command officer is not of the authority having jurisdiction for the area, Incident command shall be transferred to the command officer of the authority having jurisdiction upon the arrival of such command officer. While providing automatic aid in the Response Area where emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations.
- d. Service Standard - The Responding Party and Receiving Party shall utilize National Fire Protection Standard 1500, as defined in section 633.508, Florida Statutes, to ensure that the Incident Command System, the Personnel Accountability System and the 2 in/2 out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this

Agreement and cause for immediate termination, notwithstanding the notice provision set forth in Section 2.

- e. Communication and Notification of Non-response - Should either the City or the County be unable to respond and provide automatic aid in response to an emergency call within the Response Area, the declining party shall immediately notify the Brevard County UCC.
- f. Release of Responding Party - The Responding Party will be released from an automatic aid request by the Receiving Party as soon as is appropriate either based upon operational considerations or when the Receiving Party has adequate resources on scene to mitigate the emergency, as determined by the officer in charge of the scene. The authority having jurisdiction will be responsible for conducting any fire investigation.
- g. To meet the obligations for Insurance Services Office (ISO) Section 507 subsection (4), there shall be an Inter-department Training component for units within proximity for auto-aid to ensure each Party (City or County) is able to attain performance values for each organizations ISO rating schedule. Both Parties shall encourage and schedule this training in advance through training division chief officers for units that have primary responsibility to City or County areas.

3.5 CJIS Requirements: The Parties agree to abide by all CJIS security requirements, including preclusion or termination of employment for disqualified candidates or employees, background checks, fingerprints on file with FDLE for all employees, security escorts for vendors, and CJIS training for employees and vendors prior to secure information or area access.

SECTION 4. FINANCIAL CONSIDERATION:

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

County agrees that the provisions found in Section V. of the BCSO/BCC ILA regarding Cost Allocation and Personnel Funding including the requirement that the County provide sufficient funding to Sheriff for fire rescue and emergency medical service/hospital transport dispatch operations and personnel are applicable to this agreement and the County and Sheriff incorporate BCSO/BCC ILA Section V. into this agreement as if set forth herein.

SECTION 5. ADDITIONAL EQUIPMENT:

There may be circumstances in which the County and City mutually agree to locate assets belonging to one Party in a station or stations belonging to the other Party for coverage purposes on a temporary basis. Subject to mutual agreement these units may be staffed by either agency to provide expeditious or efficient first responder and fire rescue protection for the citizens of both Parties.

SECTION 6. NOTIFICATION:

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

Richard Stover, Fire Chief
Palm Bay Fire Rescue
899 Carlyle Avenue SE
Palm Bay, FL 32909

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

Wayne Ivey, Sheriff
Brevard County Sheriff's Office
700 S. Park Avenue
Titusville, FL 32780

With a copy to:

Scott Morgan, Interim City Manager
City of Palm Bay
120 Malabar Road SE
Palm Bay, FL 32904

Frank Abbate, County Manger
Brevard County Manager's Office
2725 Judge Fran Jamieson Way
Viera, FL 32940

Any notice to be sent to the County, the City, or BCSO under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first-class U.S. mail, or by nationally recognized overnight courier to the last known address of the said City 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 may unilaterally change the person to whom a mailing is to be sent 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 City 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 691- 51.0012, 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 presentative of the office and shall be retained by the City 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 or Sheriff, under this Agreement shall be subject to copyright by the City in the United States or any other country.

7.3 The County, City, and Sheriff 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, the City, or BCSO, 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 City, as the case may be.

SECTION 8. JURISDICTION. VENUE AND CHOICE OF LAW:

All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by any party against another 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 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, BCSO and the City 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 or intentional acts of BCSO or the City.

To the extent permitted by law and subject to the limitations contained in Section 768.25, Florida Statutes, the County shall indemnify and hold harmless BCSO, and the City 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 or intentional acts of the County.

In agreeing to this provision, no party intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.26, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the County, the City, or BCSO 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, the City, and BCSO are each independent Contractors to 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, the City, and BCSO is one in which each party and its employees are independent contractors of the other party, and not as agents, employees, joint ventures, or other partners and none are entitled to any benefits of the other parties. Nothing contained herein shall be construed to be inconsistent with this relation or status or with the terms of the BCSO/BCC ILA which is incorporated by reference as if set forth herein.

SECTION 13. LIABILITY FOR EMPLOYEES/AGENTS:

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

SECTION 14. ASSIGNMENTS:

No Party, its assigns, or representatives shall enter into any agreement with third parties to delegate any or all the rights and responsibilities herein set forth without the prior written approval of the other parties.

SECTION 15. ENTIRE AGREEMENT:

This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties, except that the fire chiefs of the County and the City are authorized to mutually agree in writing to predefined unit response assignments as set forth in Section 3.4(b).

SECTION 16. INTERPRETATION:

All parties 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 more harshly construed against any party as the drafter hereof.

SECTION 17. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on

leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

SECTION 18. SCRUTINIZED COMPANIES:

18.1 The Parties certify that they and their subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if the Agency or its subcontractors are found to have submitted a false certification; or if the Agency, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

18.2 If this Contract is for more than one million dollars, the Agency further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

18.3 Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if the Agency, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Agency, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

SECTION 19. NON-EXCLUSIVE CONTRACT:

The Parties acknowledge that this Contract is not an exclusive contract and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserves the right to assign such work to the Agency as it may approve in the sole discretion of the County.

SECTION 20. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

20.1 The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract. Upon request, the Agency shall provide acceptable evidence of their enrollment at the time of the submission of the Agency's bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

20.2 Agency shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

20.3 Agency agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of Agency's enrollment in the program. This includes maintaining a copy of proof of Agencies and any subcontractors' enrollment in the E-Verify Program.

20.4 Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.

20.5 An Agency who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Agency hires or employs a person who is not eligible for employment.

20.6 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION 21. COUNTERPARTS AND AUTHORITY:

This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

**THIS SPACE INTENTIONALLY LEFT BLANK
THE NEXT PAGE IS THE SIGNATURE PAGE**

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

ATTEST:



Rachel Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA


Rob Feltner, Chairman

As Approved by the Board on MAR 11 2025

Reviewed for Legal Form and Content:


L. Rebecca Behl
Assistant County Attorney


Reviewed for BCFR Content:


Scott M. Jurgensen,
Deputy Fire Chief

ATTEST:


Terese Jones, City Clerk

CITY OF PALM BAY, FLORIDA

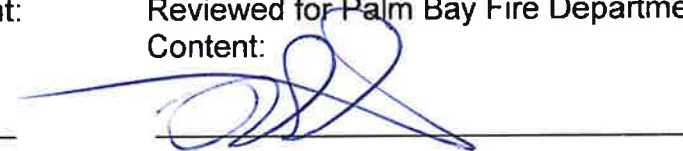

Scott Morgan, Interim City Manager

As approved by the City Council on 2-20-25

Reviewed for Legal Form and Content:


Patricia A. Smith

Reviewed for Palm Bay Fire Department
Content:



ATTEST:



BREVARD COUNTY SHERIFF'S OFFICE
FLORIDA


Wayne Ivey, Sheriff

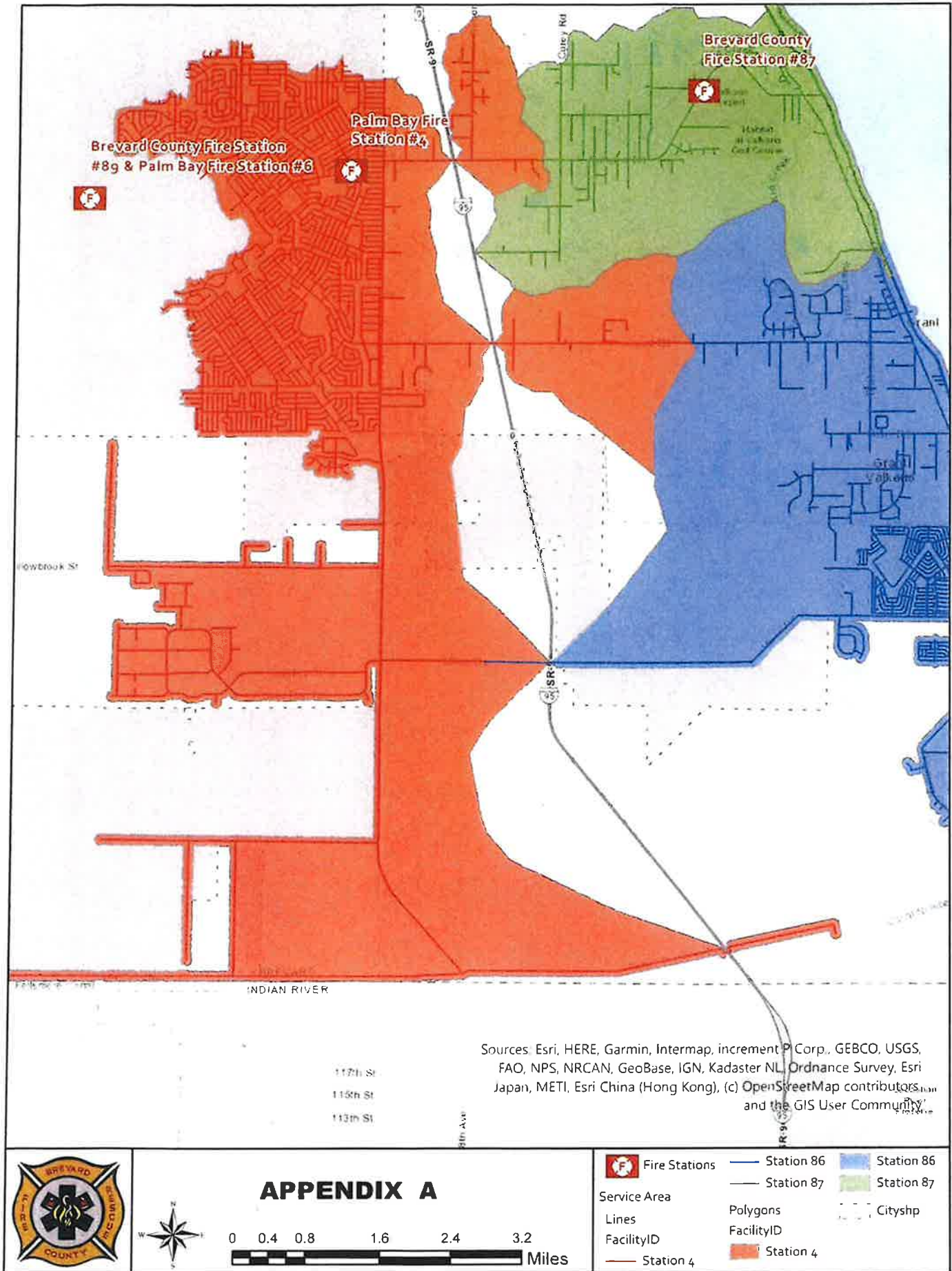
Reviewed for Legal Form and Content:


Laura Moody, Chief Legal Counsel
Alga Diamond

APPENDIX A

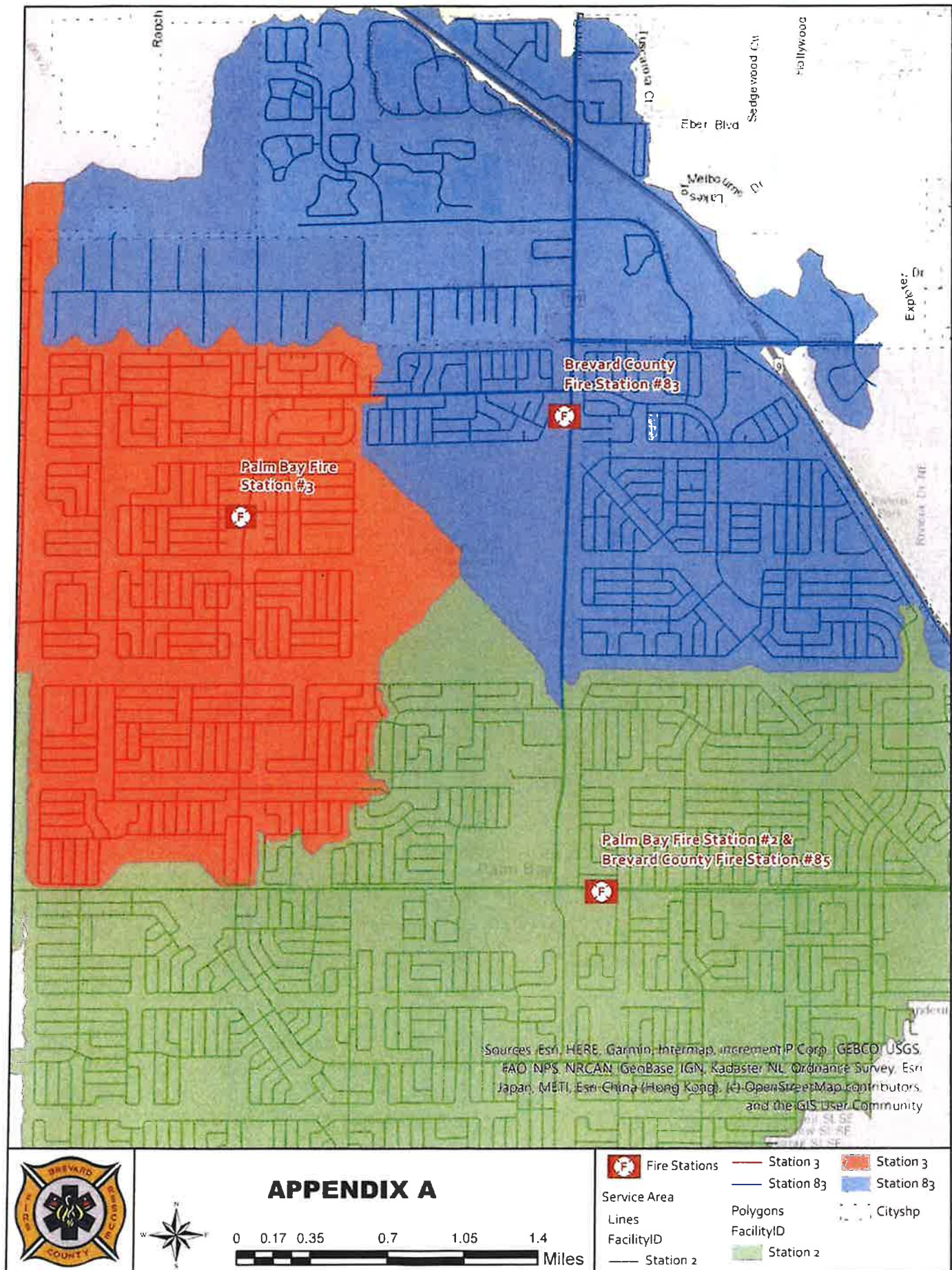
Automatic Aid Response Area (AARA)

PALM BAY STATION 4 TO COUNTY AREA



Data Provided by Brevard County and Brevard County Fire Rescue.
Map produced by Brevard County Fire Rescue GIS. Prepared for Chief Voltaire
NAD 1983 StatePlane Florida East FIPS 0901 Feet
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BCFR STATION 83 TO PALM BAY AREA



Data Provided by Brevard County and Brevard County Fire Rescue.
 Map produced by Brevard County Fire Rescue GIS. Prepared for Chief Valtire
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 Map is the property of Brevard County Fire Rescue.