



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F. 17.

10/22/2019

### 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:

Annual revenue of \$9,500.00

### 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 and 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, Fire Chief/Director, [mark.schollmeyer@brevardfl.gov](mailto:mark.schollmeyer@brevardfl.gov)  
<<mailto:mark.schollmeyer@brevardfl.gov>>, (321) 633-2056.

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

1. Contractor: TOWN OF MALABAR (Contract #2663)		
2. Fund/Account #: 1351/285400/5340000	3. Department Name: BCFR	
4. Contract Description: E911 DISPATCH SERVICES INTERLOCAL AGREEMENT		
5. Contract Monitor: AC VOLTAIRE/PAMELA BARRETT	7. Contract Type: INTERGOVT/LOCAL	
6. Dept/Office Director: MARK SCHOLLMMEYER, FIRE CHIEF		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barrett, Pamela <small>Digitally signed by Barrett, Pamela Date: 2019.09.25 09:30:07 -0400</small>	09/25/2019
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2019.09.25 12:32:23 -0400</small>	09/25/2019
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Schverak, Christine <small>Digitally signed by Schverak, Christine DN: cn=Christine Schverak, o=Brevard County Date: 2019.09.25 11:42:58 -0400</small>	09/26/2019

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input checked="" 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 Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

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

October 23, 2019

MEMORANDUM

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

RE: Item F.17., Interlocal Local Agreement with the Town of Malabar Providing for E911 Dispatching Services

The Board of County Commissioners, in regular session on October 22, 2019, approved an Interlocal Agreement with the Town of Malabar to provide E911 Dispatching Services. Enclosed is a fully-executed Interlocal Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

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

**THIS AGREEMENT** (the "Agreement"), is entered into this 20<sup>th</sup> day of October, 2019, by and between the following Parties: **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 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 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 agrees to provide twenty-four (24) hour E-911 fire and first responder dispatch services for the Malabar Fire Rescue Department (MFRD). 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. MFRD will provide to the BCFR Dispatch Center predetermined unit response assignments for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> alarm responses as well as all auto-aid agreements between other emergency service providers and the 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, 2019 – September 30, 2020 (\$9,500). Payment for the period of October 1, 2020 – September 30, 2021 and any successive renewals will be paid in full by October 30<sup>th</sup> 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:

Michael Foley, Fire Chief  
Malabar Fire Rescue Department  
2725 Malabar Road  
Malabar, FL 32950

Mark Schollmeyer, Fire Chief/Director  
Brevard County Fire Rescue  
1040 South Florida Avenue  
Rockledge, FL 32955

**With a copy to:**

Matthew Stinnett, Town Administrator  
Town of Malabar  
2725 Malabar Road  
Malabar, FL 32950

Frank Abbate, 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 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-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 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 and 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.
- 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 a Court 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 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:**

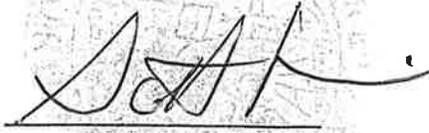
This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties.

**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.

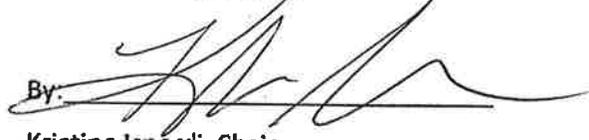
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

ATTEST:



Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA**

By: 

Kristine Isnardi, Chair

Brevard County Commission

Approved by the Board on 10/22/19

Reviewed for Legal Form and Content:

Chapman 09/26/2019  
Assistant County Attorney

ATTEST:



~~Debby K. Franklin, Town Clerk~~

Richard. W. Kohler, Deputy Town Clerk

**TOWN OF MALABAR, FLORIDA**

By: 

Matthew Stinnett, Town Administrator