



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.10.

4/19/2022

Subject:

Approval, Re: First Amendment to the existing Service Agreement for Fire Protection / Emergency Services with Merritt Island Volunteer Fire Department (MIVFD).

Fiscal Impact:

None

Dept/Office:

Public Safety Group: Fire Rescue Department

Requested Action:

It is requested the Board approve the First Amendment which extends the existing Service Agreement between Brevard County Fire Rescue (BCFR) and the MIVFD by one year. It is also requested the Board approve merging Use of Space Agreement between BCFR and MIVFD into the Service Agreement.

Summary Explanation and Background:

On January 27, 2004, the Board entered into a Use of Space Agreement with the MIVFD.

On January 1, 2021, the Board renewed a Fire Protection / Emergency Services Agreement with the Merritt Island Volunteer Fire Department that is set to terminate September 30, 2023, with two one-year extensions by mutual agreement of both parties.

On January 11, 2022, the Board granted a 90-day extension of the Use of Space Agreement to allow staff time to prepare an amendment to merge the Use of Space Agreement language into the Fire Protection / Emergency Services Agreement with the MIVFD. County Attorney's Office and Risk Management have coordinated on this action.

Clerk to the Board Instructions:

Return fully executed Amendment the Fire Rescue Department

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

| | | |
|---|---------------------------------|---|
| 1. Contractor: Merritt Island Volunteer Fire Department | | 2. Amount: |
| 3. Fund/Account #: 1350/2840000/5340000 | 4. Department Name: BCFR | |
| 5. Contract Description: First Amendment to Existing Agreement | | |
| 6. Contract Monitor: Assistant Chief Pat Voltaire/Pamela Barrett | | 8. Contract Type: INTERGOVT/LOCAL |
| 7. Dept/Office Director: Mark Schollmeyer, Fire Chief | | |
| 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: 2022.02.11 11:19:45 -05'00'

Purchasing

☐
☐

Risk Management

☒
☐

Julie Jones

Digitally signed by Julie Jones
Date: 2022.03.21 16:35:15 -04'00'

County Attorney

☒
☐

Powers, Melissa

Digitally signed by Powers, Melissa
Date: 2022.03.18 09:24:22 -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"/> |



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

April 20, 2022

MEMORANDUM

TO: Chief Patrick M. Voltaire, Jr., Fire Rescue Director

RE: Item F.10., First Amendment to Existing Service Agreement for Fire Protection/Emergency Services with Merritt Island Volunteer Fire Department (MIVFD)

The Board of County Commissioners, in regular session on April 19, 2022, approved and authorized the Chair to execute First Amendment to Existing Service Agreement between Brevard County and MIVFD by one year, for Fire Protection/Emergency Services; and approved merging Use of Space Agreement between Brevard County and MIVFD into the Service Agreement. Enclosed is fully-executed First Amendment to Existing Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for Danna Scott
Kimberly Powell, Clerk to the Board

/tr

Encl. (1)

cc: Public Safety Director
Contracts Administration

**FIRST AMENDMENT TO EXISTING CONTRACT BETWEEN BREVARD COUNTY
AND MERRITT ISLAND VOLUNTEER FIRE DEPARTMENT
TO ADD USE OF SPACE AT FIRE STATION #41**

This **CONTRACT** is entered into this 5th day of April, 2022, by and between the following Parties:
THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), and the **MERRITT ISLAND VOLUNTEER FIRE DEPARTMENT, INCORPORATED**, a Florida not-for-profit corporation (hereinafter referred to as the "AGENCY").

RECITALS

WHEREAS, the Parties have previously entered into a twenty (20) year Contract, dated January 27, 2004, for the Use of Space at Brevard County Fire Station #41, located at 300 Alma Boulevard, Merritt Island; and

WHEREAS, the Parties also previously entered into a Contract, dated January 1, 2021, (hereinafter the Original Contract); as approved by the Board of County Commissioners on November 10, 2020, for Fire Protection and Rescue/Emergency Services; and

WHEREAS, on January 11, 2022, the Board of County Commissioners extended that twenty (20) year Use of Space Agreement to April 27, 2022, to allow the parties to incorporate Use of Space language into the Original Contract; and

WHEREAS, pursuant to Section 3.2 the Original Contract, either party may request that this contract be revised; and

NOW THEREFORE, in consideration and acknowledgement of the mutual promises below, the Parties agree to amend the Original Contract to include Section 29 as follows:

SECTION 29 – USE OF SPACE

29.1 The recitals set forth in the **FIRST AMENDMENT TO EXISTING CONTRACT BETWEEN BREVARD COUNTY AND MERRITT ISLAND VOLUNTEER FIRE DEPARTMENT TO ADD USE OF SPACE AT FIRE STATION #41** are incorporated into this Original Contract by reference.

29.2 The Volunteers will have access and use of a single bay (west bay) sufficient to house an emergency response vehicle (Volunteer Fire Engine). Such a vehicle is defined as a fire engine, aerial, quint, squad, or other emergency service vehicle approved of by the County. For the purpose of this Agreement, a utility vehicle or public relations vehicle is not eligible for use of this space. It is understood that the vehicle is the responsibility of the Volunteers; however, the County station lieutenant is ultimately responsible for the coordination of all personnel and equipment

within his/her station, the Volunteers will inform the station lieutenant when they are taking the Volunteer vehicle out of the station. The Volunteers will notify the lieutenant of their destination and the mission they are performing.

29.3 At no time shall the Management of Brevard County Fire Rescue (BCFR) be barred from accessing the Volunteer Area. It is understood that there is a lockable door between the general station on the Volunteer Area, and that this door may only be locked during specific special meetings. The station lieutenant will have a key to the Volunteer Area and shall have access to the Volunteer Area at all times and for any reason.

29.4 It is also understood that the County and/or BCFR may utilize this Volunteer Area for temporary activities such as; voting, special meetings, training, etc., as may be determined to be necessary in the sole discretion of the management of BCFR. The scheduling of this use must be done in advance and through the Volunteer Chief. Permission to utilize this area will not be unreasonable withheld from the County by the Volunteer Chief.

1. To the extent any of the terms of this Amendment conflict with the terms of the Original Contract, the terms of this Amendment control. All other terms of the Original Contract remain in full force and effect.
2. 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.

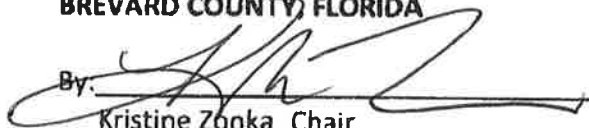
IN WITNESS WHEREOF, the Parties have executed this Contract Amendment the date and year written above.

ATTEST:

By: 
Rachel Sadoff, Clerk of the Court

(S E A L)

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

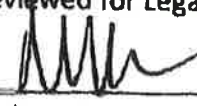
By: 
Kristine Zonka, Chair
As approved by the Board on: 4/ /2022

MERRITT ISLAND VOLUNTEER
FIRE DEPARTMENT


Signature
Greg Cope, Chief/President

24 Mar 22
Date

Reviewed for Legal Form and Content:


Melissa Powers
Assistant County Attorney

Date

PROPERTY USE/REPAYMENT AGREEMENT

THIS PROPERTY USE/REPAYMENT AGREEMENT made and entered into this 27 day of January, 2004, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, herein, referred to as the "County" and the MERRITT ISLAND VOLUNTEER FIRE DEPARTMENT, herein referred to as "Volunteers".

WITNESSETH:

WHEREAS, The County recognizes and appreciates the services of the Volunteers and their need for space within a fire station; and,

WHEREAS, The Volunteers recognizes the benefit of having an area to utilize within the station located at 300 Alma Blvd., (Station 41).

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the County and the Volunteers agree as follows:

SECTION 1 - TERM:

This agreement will be effective upon execution by both the County and the Volunteers and will remain in effect for twenty (20) years subject to termination and repayment of amortized advanced paid rent as provided in Section 4 of this agreement. It is understood by the parties, as provided in Section 4 and Appendix "A" (attached and incorporated herein as a part of this Agreement) that at the time of execution of this Agreement years one (1) and two (2) have previously expired, leaving eighteen (18) years remaining.

SECTION 2 - VOLUNTEER USE CONSIDERATION:

In consideration of the payment by the Volunteers to the County of one hundred sixty-five thousand dollars (\$165,000), the Volunteers will have access to the one thousand four hundred fifty-eight square feet (1458 sq. ft.) of area herein referred to as "Volunteer Area". This area is located on the far east side of Station 41, and is made up of a general meeting room, an office, and a shower/bathroom facility.

It is understood that this area is under the primary control of the Volunteers. The Volunteers may utilize this area as a "dayroom", general meeting room, and/or training facility. This area may be used as an "overflow" bunkroom if the station bunkroom is unable to accommodate the number of volunteers who are staffing the station overnight.

It is understood that the general maintenance (i.e. cleaning) of this room is the responsibility of the Volunteers. It is also understood that being a facility which is designed to house and sleep personnel required to be present for twenty-four (24) hours, that the Volunteers must be considerate of the crews that may be attempting to sleep. Any activity that the Volunteers are conducting must not negatively impact on the operation of the Station for

answering 911 calls, and must be in accordance with all State/County/BCFR statutes, rules, regulations, ordinances and/or operating procedures.

The Volunteers will also have access and use of a single bay (west bay) sufficient to house an emergency response vehicle (Volunteer Fire Engine). Such a vehicle is defined as a fire engine, aerial, quint, squad, or other emergency service vehicle approved of by the County. For the purpose of this Agreement, a utility vehicle or public relations vehicle is not eligible for use of this space. It is understood that the vehicle is the responsibility of the Volunteers, however, as the station lieutenant is ultimately responsible for all personnel and equipment within his/her station, the Volunteers will inform the station lieutenant when they are taking the Volunteer vehicle out of the station. The Volunteers will notify the lieutenant of their destination and the mission they are performing.

SECTION 3 – ACCESS:

At no time shall the Management of Brevard County Fire Rescue (BCFR) be barred from accessing the Volunteer Area. It is understood that there is a lockable door between the general station on the Volunteer Area, and that this door may only be locked during specific special meetings. The station lieutenant will have a key to the volunteer area and shall have access to the volunteer area at all times and for any reason.

It is also understood that the County and/or BCFR may utilize this Volunteer Area for temporary activities such as, voting, special meetings, training, etc., as may be determined to be necessary in the sole discretion of the management of BCFR. The scheduling of this use must be done in advance and through the Volunteer Chief. Permission to utilize this area will not be unreasonably withheld from the County by the Volunteer Chief.

Additionally, it is understood that BCFR will attempt to limit the utilization of the Volunteer Area to no more than eight (8) days a month.

SECTION 4 – TERMINATION/REPAYMENT:

Either party may choose to terminate this agreement for any reason upon (30) thirty days notice to the other party. The agreement shall also terminate immediately if the Merritt Island Volunteer Fire Department dissolves or ceases providing emergency services to the County. In the event of termination, as provided herein, the County shall refund the Merritt Island Volunteer Fire Department a prorated amount of advanced paid rent in accordance with the applicable year as set out in the amortization chart documented by Appendix "A", which is hereby incorporated and made a part of this agreement. Merritt Island Volunteer Fire Department waives all damages for termination other than those amounts due pursuant to Appendix "A". At the time of the approval of this Agreement, years one (1) and two (2) on Appendix "A" have already passed, with eighteen (18) years remaining.

SECTION 5 - AUDITING, RECORDS AND INSPECTION:

In the performance of this Agreement, the Volunteers shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. 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 Volunteers for a period of three years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

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 Volunteers in the United States or any other country.

SECTION 6 - 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.

SECTION 7 - ATTORNEYS 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 8 - 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.

SECTION 9 - HOLD HARMLESS:

The County will be held harmless against any claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement, or any services provided by the Volunteers pursuant to this Agreement.

SECTION 10. - INDEMNIFICATION:

The Merritt Island Volunteer Fire Department shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Merritt Island Volunteer Fire Department, or anyone directly or indirectly employed by the Merritt Island Volunteer Fire Department, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Merritt Island Volunteer Fire Department, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way be a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge that specific consideration has been exchanged for this provision. In agreeing to the above referenced provisions, the County does not intend to waive

any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.

SECTION 11 - INDEPENDENT CONTRACTOR:

The Merritt Island Volunteer Fire Department shall perform its service to the public as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the Merritt Island Volunteer Fire Department or any of its agents or employees to be the agent, employee, or representative of the County.

SECTION 12 - ENTIRE AGREEMENT:

This Agreement, including the 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 13 - CONSTRUCTION OF AGREEMENT:

The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

SECTION 14 - NOTICE:


All notices required to be provided under this agreement should be provided to the parties at:

Lew Engel, Volunteer Fire Chief
Merritt Island Volunteer Fire Department
300 Alma Boulevard
Merritt Island, FL 32953

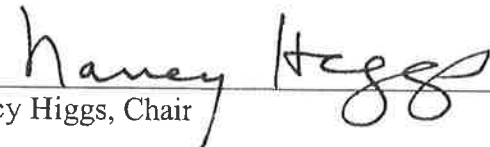
William L. Farmer, Fire Chief
Brevard County Fire Rescue
1040 S. Florida Avenue
Rockledge, FL 32955

IN WITNESS WHEREOF, the County and the Volunteers have hereunto set their hands and seals on the day and year first above written.

ATTEST:


SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA ,

By: 
Nancy Higgs, Chair

As approved by the Board on 1-27-04 .

MERRITT ISLAND VOLUNTEER
FIRE DEPARTMENT

WITNESS


LEW ENGEL, VOLUNTEER CHIEF

Reviewed for legal form and content: _____
Assistant County Attorney

ATTACHMENT "A"

| |
|--|
| MERRITT ISLAND VOLUNTEERS BUDGETARY COMMITMENT |
| \$165,000 |

| Year | 5% | Reduction | 7% | Reduction | 10% | Reduction | 14% | Reduction | Return Payment To Be Made In Accordance With Applicable Termination Year |
|------|-----------|-----------|-----------|-----------|----------|-----------|----------|-----------|--|
| 1 | \$165,000 | \$0 | | | | | | | 2002 |
| 2 | \$156,750 | \$8,250 | | | | | | | 2002 |
| 3 | \$148,913 | \$16,088 | | | | | | | 2004 |
| 4 | \$141,467 | \$23,533 | | | | | | | 2005 |
| 5 | \$134,394 | \$30,606 | | | | | | | 2006 |
| 6 | | | \$124,986 | \$40,014 | | | | | 2007 |
| 7 | | | \$116,237 | \$48,763 | | | | | 2008 |
| 8 | | | \$108,100 | \$56,900 | | | | | 2009 |
| 9 | | | \$100,533 | \$64,467 | | | | | 2010 |
| 10 | | | \$93,496 | \$71,504 | | | | | 2011 |
| 11 | | | | | \$84,146 | \$80,854 | | | 2012 |
| 12 | | | | | \$75,732 | \$89,268 | | | 2013 |
| 13 | | | | | \$68,159 | \$96,841 | | | 2014 |
| 14 | | | | | \$61,343 | \$103,657 | | | 2015 |
| 15 | | | | | \$55,208 | \$109,792 | | | 2016 |
| 16 | | | | | | | \$47,479 | \$117,521 | 2017 |
| 17 | | | | | | | \$40,832 | \$124,168 | 2018 |
| 18 | | | | | | | \$35,116 | \$129,884 | 2019 |
| 19 | | | | | | | \$30,199 | \$134,801 | 2020 |
| 20 | | | | | | | \$25,972 | \$139,028 | 2021 |
| | 746,523 | 78,477 | 543,353 | 281,647 | 344,588 | 480,412 | 179,598 | 645,402 | |

Note - At the time of contract approval, years 1 and 2 have expired, with 18 years remaining.



January 28, 2004

MEMORANDUM

TO: Jack Parker, Public Safety Director

RE: Item III.B.5., Agreement with Merritt Island Volunteer Fire Department for Repayment
for Use of Space at Fire Station 41

The Board of County Commissioners, in regular session on January 27, 2004, executed Agreement with Merritt Island Volunteer Fire Department for payment of \$165,000 by the Volunteers to the County for use of space at Fire Station 41 for a general meeting room, office, and shower/bathroom facility. Enclosed are one fully-executed copy and one certified copy of the Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

A handwritten signature in cursive script, appearing to read "Bernadette Talbert".

Bernadette Talbert, Deputy Clerk

/tjr

Encls. (2)

cc: Contracts Administration
Finance
Budget

| |
|------------------|
| Meeting Date |
| JANUARY 27, 2004 |



| | |
|----------|---------|
| AGENDA | |
| Section | CONSENT |
| Item No. | |

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS

SUBJECT: AGREEMENT WITH MERRITT ISLAND VOLUNTEER FIRE DEPARTMENT RE:
 REPAYMENT/ USE OF SPACE AT FIRE STATION 41
 DEPT. / OFFICE: PUBLIC SAFETY / FIRE RESCUE

Requested Action:

It is requested the Board approve the attached agreement between Brevard County and the Merritt Island Volunteer Fire Department for the payment of \$165,000.00 by the Volunteers to the County for access to 1,458 sq. ft. of area to be known as the "Volunteer Area" at Fire Station 41.

Summary Explanation & Background:

The Merritt Island Volunteer Fire Department (MIVFD) primarily operates from Brevard County Fire Rescue Station 41, located at 300 Alma Blvd., Merritt Island. During the construction of Station 41, the MIVFD agreed to reimburse the County \$165,000.00 for the addition of 1,458 square feet of area that the MIVFD would have primary control of and would be referred to as the "Volunteer Area". This area is located on the far east side of the station and is made up of a general meeting room, an office and a shower/bathroom facility. The Volunteers also have access to the west bay that houses their emergency response vehicle.

The term of this Agreement is for a period of twenty (20) years retroactive to when the station was completed in 2002. The Volunteers paid a sum of one hundred sixty five thousand dollars (\$165,000.00) in 2002. In the case of early termination, the County agrees to repay the MIVFD in accordance with Attachment A of the Agreement.

COST BENEFIT ANALYSIS:

The continued use of space for the Merritt Island Volunteers will enhance the County's vision of ensuring for the health and safety of our citizens. There is no current fiscal impact.

CONTACT PERSON:

Jack Parker
 Public Safety Director
 633-2056 – Jack Parker@bcc@psc

Exhibits Attached:

Agreement with Merritt Island Volunteer Fire Department – 2 Originals

Contract /Agreement (If attached): Reviewed by County Attorney Yes ☒ No ☐

County Manager's Office
 Tom N. Jenkins, County Manager

Department Public Safety
 Jack Parker, Director, Public Safety



Lew Engel, Volunteer Chief
Merritt Island Volunteer Fire Department
P. O. Box 540263
Merritt Island, Fl. 32953

Dear Chief Engel,

This letter will serve as verification of your organization's agreement to do the following:

1. Make payment to Brevard County Fire Rescue in the amount of \$165,000.00 for the Volunteer room built at Station 41, 300 Alma Blvd., Merritt Island. This payment will be made by January 30, 2002.
2. Continue to negotiate with Brevard County Fire Rescue regarding the additional \$30,000.00 for the Volunteer room that is in dispute.

A handwritten signature in cursive script, appearing to read "William L. Farmer".

William L. Farmer, Fire Chief
Brevard County Fire Rescue

A handwritten signature in cursive script, appearing to read "Lew Engel".

Lew Engel, Volunteer Chief
Merritt Island Volunteer Fire Department

A handwritten signature in cursive script, appearing to read "William P. Matta".

Notary



William P. Matta
My Commission CC870764
Expires November 8, 2003

cc: Captain Bill Matta

MERRITT ISLAND VOLUNTEER FIRE DEPARTMENT CONTRACT FOR FIRE PROTECTION AND RESCUE/EMERGENCY SERVICES

THIS CONTRACT (the "Contract") entered into this 1st day of January, 2021, by and between the following Parties: the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the **MERRITT ISLAND VOLUNTEER FIRE DEPARTMENT, INCORPORATED**, a Florida not-for-profit corporation (hereinafter referred to as the "Agency"), located at 300 Alma Boulevard, Fire Station # 41, Merritt Island, Florida 32953.

RECITALS

WHEREAS, the County on March 9, 1978, adopted Brevard County Ordinance No. 78-07, which authorized the execution of a Contract with the Volunteers for providing fire protection and rescue/emergency services within the unincorporated areas of Brevard County, Florida; and

WHEREAS, the County shall specify that the use of Fire Stations and other County facilities may also be used by the Volunteers for meetings, approved recreational activities and the raising of independent funds for use by the Volunteers, within County Policies; and

WHEREAS, the Volunteers are presently participating in the support of the operations of the Brevard County Fire Rescue (hereinafter referred to as the Department.)

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1 – DEFINITIONS

For the purposes of this Contract, the following definitions shall apply:

- A. **Agency** – Merritt Island Volunteer Fire Department, Incorporated.
- B. **County** – The Brevard County Board of County Commissioners
- C. **Department** – Brevard County Fire Rescue, the administrator of this Contract, and a County Department
- D. **Service Area** – The Agency's service area is geographically defined in Appendix A, and is subject to change at the discretion of the Department Fire Chief.
- E. **Volunteers** – Members of the Agency's organization performing Volunteer fire-fighting duties for County. During the time that the Volunteers are on-duty for the County, the County considers the Volunteers to be volunteer workers of the County, for purposes of allowing the County to classify them as an employee solely for purposes of providing the Volunteers with worker's compensation pursuant to section 440.02(15)(d)(6), Florida Statutes. The Volunteers may not receive monetary remuneration for services beyond expenses in an amount less than or equivalent to the standard mileage and per diem expenses provided to salaried employees of the County.

- F. **Volunteer Coordinator** – For purposes of the B.R.A.V.E. Volunteer Handbook (Brevardians Responding as Volunteers), the Department's Volunteer Coordinator for the Agency's Volunteers is the Department's Fire Operations Assistant Chief.

SECTION 2 – TERM

This Contract will be in force and effective upon the approval and signing of this Contract by both Parties and shall terminate on September 30, 2023. This Contract shall have two one-year extensions, which may be executed by the mutual agreement of the Parties within sixty (60) days of the Contract's expiration.

SECTION 3 – TERMINATION/AMENDMENT OF CONTRACT

3.1 This Contract 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.

3.2 Either Party may request that this Contract be revised. Such requests must be placed in writing and address the reason for the amendment as well as provide the proposed amended language. The amendment must be approved and executed by both Parties.

SECTION 4 – STATUS OF AGENCY

The Agency, as a non-profit corporation, may maintain its own governing administrative body, which will direct the Agency and maintain its respective rules, regulations, by-laws, and other applicable Agency specific programs.

SECTION 5 – SERVICES, COMPENSATION, AND EXPENSES

5.1 The Agency shall provide emergency and firefighting services to the service area included within their response areas as indicated in "Appendix A" and will respond to other areas protected by the Department whenever requested. The Agency shall also participate in other Department related activities as requested by the Department Fire Chief when staffing, training, and resources are available.

5.2 The County shall compensate the Agency monthly, in FY 20/21, at the rate of \$1,594. In the following years of this Contract, the County agrees to provide an increase to the monthly stipend for the Agency each year. The increase will take place in the month of October beginning that fiscal year. The increase amount will be equivalent to the change in the Consumer Price Index from the previous year, or three (3)%, whichever is less, as established by the Brevard County Board of County Commissioners.

5.3 Payments shall be made upon receipt of the Agency's Monthly Activity Report, and in compliance with this Contract.

5.4 All County payments to AGENCY will be made in accordance with Brevard County Administrative Order AO-33 (copy available upon request) and the Florida Prompt Payment Act.

5.5 During the County fiscal years covered by this Contract, the County will provide monthly reimbursement for expenses incurred as a result of the Agency's response to emergency calls.

5.6 The County agrees to reimburse the Agency for personnel rehabilitation (nutrition and hydration) costs deemed necessary and incurred during prolonged emergency operations at significant incidents. Such expenses must be approved by the Department's District Chief, Assistant Chief of Fire Operations, Department Fire Chief, or designee. The Department will require the Agency to provide the receipts incurred with the incident number of the emergency to reimburse the Agency.

SECTION 6 – AREAS AND LEVELS OF RESPONSE

The Agency agrees to provide the service level to the response zone as indicated in "Appendix A."

SECTION 7 – COMPLIANCE

7.1 All personnel covered herein shall comply with all of Brevard County Fire Rescue's governing regulations and applicable standards, including but not limited to, those established by the County and the Department, the Florida State Fire Marshal, and the State of Florida. Furthermore, covered personnel shall promptly comply with all Statutes, ordinances, rules, orders, regulations and requirements of all other County, State, and Federal government bodies.

7.2 The Department agrees to provide copies of all of its governing regulations and applicable standards, including but not limited to, those standards established by County and the Department for emergency services operations as may be revised from time to time. The Department also agrees to provide training with regard to the aforementioned as outlined in Section 8 on Training.

7.3 Upon provision of related documents and training, failure by the Agency to meet any requirements of this Contract, as determined by the Department Fire Chief or designee, will be grounds for the County to reduce, suspend, or eliminate the monthly stipends and/or reimbursement of expenses otherwise authorized to be paid under this Contract. Prior to any reduction, the Department will provide a written notification of the Contract violation to the Agency. The Agency will have thirty (30) days to respond and/or meet with the County to discuss resolution of the issues. The Parties agree that the Agency will not be held responsible for failure to meet performance requirements if such failure is a direct result of the Department's inability to provide support and/or resources as identified in this Contract. Additionally, the County may reduce or eliminate a monthly stipend or reimbursement of expenses otherwise authorized to be paid under this Contract, in order to recoup the cost of missing or damaged equipment, as discussed in paragraph 9.8.

7.4 At any time the Agency's membership drops to less than the minimum number of members, as specified in Appendix C or the Agency's performance drops below the minimum standards established in Section 13, the monthly stipend may be reduced or eliminated in an amount proportionate to the ration of the membership shortfall to the nominal membership. The nominal number of volunteers shall be based on an analysis of the population, hazards/risks, the Agency's ability to respond, and other available resources in the Agency's primary coverage area.

7.5 The Department agrees to process all completed volunteer applications (including returned reference/employment letters) in a timely fashion (90 days or less). If the Department's application process fails to meet this standard, the Agency may count as volunteers, members of the Agency that are pending Department approval, so long as the volunteer satisfies all known application requirements to best knowledge of the Agency. The Department reserves the right to refuse or terminate any volunteer firefighter with just cause, or as a result of poor background checks.

SECTION 8 – TRAINING

8.1 The Agency agrees, with the support of the Department, to comply with all local, county, state, and federal training statutes and rules, as they exist now, or in the future, for the term of this Contract. Any changes (additions, deletions, or modifications) to the training required for the members of the Agency shall be documented in writing by the Department, and provided to the Agency, with a reasonable schedule for compliance. The Department agrees to provide training to the minimum standards for volunteer firefighters, at reasonable intervals.

8.2. Volunteer candidates' orientation schedule and Probationary Minimum Training: The Department will first evaluate a Volunteer's application, conduct a departmental background check, and screen for a successfully completed drug test with a negative result. At this point, the Department can either approve or deny the Volunteer's application. For the Department approved applicants, the Agency will provide the Department, for approval, copies of a Basic First Aid training certificate and a Department approved Cardio-Pulmonary Resuscitation (CPR) card prior to participating in Departmental Phase II training. The Parties agree that the volume of Volunteer applicants read for Phase II training will dictate the actual frequency of the Department's Training Division Orientation/Training Schedule. The Parties agree neither the Volunteer or the Agency will be penalized for failing to comply with the training schedule if the Department fails to make the classes available with reasonable regularity. Class minimums and maximums are outlined in Appendix "B" of the Agreement. The Volunteer Candidates' Orientation Schedule and Probationary Minimum Training shall consist of the following phases:

A. **PHASE I** – Training and Personnel Section Orientation is to be completed by the Volunteer within four (4) months of the Volunteer's application. At this level, the Volunteer is not qualified or certified, and it prohibited from engaging in active interior structural firefighting, or any activities in an Immediately Dangerous to Life and Health (IDLH) environment. Upon successful completion of the below training, the Department's Logistics Section will be directed to issue Personal Protective Equipment (PPE) appropriate to this level of training to the volunteer.

- 1) Background check completed by the Department.
- 2) Training on County Policies.
- 3) Training on Department Rules, Regulations, Standard Operational Policies and Procedures, Guidelines and Organizational Chart.
- 4) Training on the Department's Exposure control plan/blood borne pathogen standard
- 5) Hazardous Materials Response – Awareness level Training
- 6) The Volunteer is also eligible for Emergency Vehicle Operator Certification (EVOC) Training at the request of the Agency's Chief or Training Officer.

B. **PHASE II** – Phase II is to be completed by the Volunteer between four (4) months to thirty-six (36) months of the Department's approval of the Volunteer's application. At the beginning of Phase II, the Volunteer will be issued Personal Protective Equipment (PPE) commensurate to the Volunteer's current certification(s) and/or that which is applicable to the training required in this Phase. The required training during this phase includes the following:

- 1) State of Florida approved Firefighter 1 course (Florida Firefighter Minimum Standards certification may substitute).
- 2) Emergency Medical Responder course (Emergency Medical Technician (EMT) or Paramedic certification may substitute).
- 3) Wildland Firefighting classes, to include S-130 Firefighter Training and S-190 Introduction to Wildland Fire Behavior.
- 4) Emergency Vehicle Operator Certification (EVOC).
- 5) Federal Emergency Management Agency (FEMA) on-line courses:
 - a) IS-100 – Introduction to the Incident Command System (two (2) hours).
 - b) IS-200 – Basic Incident Command System for Initial Response (four (4) hours).
 - c) IS-700 – An Introduction to the National Incident Management System (3.5 hours).
 - d) IS-800 – National Response Framework, An Introduction (three (3) hours).

C. **PHASE III** - Phase III is to be completed by the Volunteer between thirty-six (36) months to sixty (60) Months of Department's approval of the Volunteer's application. The required training during this Phase includes the following:

- 1) Department approved Driver/Operator course.
- 2) Haz-Mat Operations course.
- 3) Emergency Medical Technician – Basic (EMT-B).
- 4) Command training/Department approved Officer training.

*In order to become a Volunteer Officer in the Agency, the above Phase III training and certifications must be completed.

8.3 On-Going Training – The Agency agrees to require its active members to attend a minimum of 75% of weekly Agency and 50% of the Department's monthly training classes, when made available.

8.4 Training Attendance: The Volunteer Chief is responsible to ensure that all of the Agency's members that are registered for a Department sponsored class attend that class. Whenever possible, the Volunteer Chief will notify the Training Division at least forty-eight (48) hours in advance of any

student that will not be able to attend. The Agency understands that repeated absences or repeated no-shows of the members of the Agency registered for a class may result in a reduction or suspension of Department sponsored training. Furthermore, the Agency agrees to require active volunteer members to receive Department sponsored cardiopulmonary resuscitation (CPR) and Blood Borne Pathogen training every two (2) years.

8.5 Training Schedules: The Department recognizes that the agents, members, and/or representatives of the Agency normally have other primary employment and will, therefore, ensure that this training is provided following normal business hours (after 5:00 PM local time) and/or on weekends.

SECTION 9 – SUPPORT SERVICES

9.1 The Department agrees to supply equipment (as outlined in this section) to the Agency, within budget constraints, to outfit up to a maximum of twenty-five (25) firefighters per volunteer organization (not per year). The Department may approve an increase of this quota. Each volunteer firefighter candidate who has successfully completed the initial pre-requisites and who has completed the requirements in Section 8.2, sub-section B, will be eligible to receive the County equipment and property listed below, through the Agency Chief or Training Officer.

9.2 Volunteer Equipment Issue – The Agency shall ensure that the following National Fire Protection Association (NFPA) compliant protective clothing and related equipment has been issued to Volunteers who successfully complete Phase II training:

- A. Helmet and face shield
- B. Fire-resistant hood and gloves
- C. Bunker coat
- D. Bunker pants with suspenders
- E. Protective boots
- F. Fanny pack with basic Bodily Substance Isolation (BSI) equipment
- G. Wildland Fire Personal Protective Equipment to include:
 - 1) Web gear
 - 2) Nomex pants
 - 3) Nomex shirt
 - 4) Wildland boots
 - 5) Wildland style gloves
 - 6) Nomex over-jacket and over-pants
 - 7) Fire shelter (to be issued after completion of the Wildland Fire Fighting courses)

9.3 The Volunteer Firefighter will receive and sign for the County equipment and property issued to him/her. The Agency Chief or Training Officer is responsible for the inventory of said equipment and property, including bunker gear, and to make every effort to return said gear upon separation/termination of the Volunteer.

9.4 The Agency's Chief or Training Officer may make appointments for new or replacement gear with the Department's Logistics Section Monday through Friday during normal business hours with the coordination of the Department's Fire Operations Assistant Chief or designee.

9.5 The firefighting equipment shall be either new issue or "approved for continued use" reissue equipment, and shall remain the property of the County. The Department shall inspect the equipment provided to the Agency annually, and the Agency Chief shall inspect the equipment provided to the Agency at least quarterly, to ensure that the equipment remains serviceable and accounted for. The Agency shall maintain an inventory of said equipment. The County agrees to repair or replace any County owned equipment determined unapproved or unserviceable for use by the Department and the Agency. The cost of such repair/replacement will be borne by the County when such repair/replacement is due to normal wear/use.

9.6 The Agency shall have four (4) options for the repair/replacement of any County owned equipment damaged or lost due to gross negligence. These options are as follows:

- A. The Agency may opt to replace the equipment themselves (with Department approved equipment);
- B. The Agency may opt to allow the County to replace the equipment, and the Agency will be responsible for reimbursing the County either in installments or in full;
- C. If the equipment is covered by insurance, the Agency may opt to allow the County to replace the equipment, the Agency will be responsible for paying the insurance deductible; or
- D. With the approval of the Department, the Agency may opt not to replace the equipment if said equipment is utilized solely for and by the Agency.

9.7 If a Volunteer leaves the organization for any reason, it is the Agency Chief's responsibility to ensure that all gear and equipment issued to that member is returned to the Department's Logistics Manager. The Department agrees to assist the Agency in all reasonable efforts to collect Department issued gear & equipment from former volunteers, up to and including the pursuance of criminal charges.

9.8 The Department may hold the Agency financially responsible for the insurance deductible and/or the depreciated value of an equipment loss or damage while under the care of the Agency, except for normal wear/use, or damage which occurred in the course of Department approved firefighting or rescue activities. The Agency is solely responsible for the missing or damaged gear or equipment as outlined above and the Department may pursue reimbursement through monthly deductions from the Agency compensation outlined in Section 7.3.

9.9 The Department will issue one (1) Department Accountability Tag with the appropriate Agency name and the individual's level of training to each qualified individual. The Accountability Tag shall be identical to those issued to all Department personnel, except as noted above and the AGENCY will ensure it is carried by Volunteers when performing the services set forth in this Contract. The Accountability Tag are to be returned to the Department Training and Personnel Section for those members who separate from the Agency.

9.10 All members holding Phase II designation and above, or who are otherwise certified to enter an Immediately Dangerous to Life or Health (IDLH) atmosphere, are required to receive an annual physical, conducted by the Department's vendor, paid for by the Department. Physicals will be managed by Department Management based on current member certifications and qualifications.

SECTION 10 – PURCHASING

The Agency Chief may initiate a Purchase Order request to the Department's Logistics Division. All said requests will follow the applicable Department procedure for processing, and done in accordance with Brevard County Procurement Policy BCC-25. The Agency Chief will attach, along with all Department required supporting documentation, a letter of commitment to reimburse the County for all completed purchases. When the Agency participates in a purchase with the County, the Agency shall be responsible only for payment of the apportioned amount of supplies, materials, service, and/or equipment requested by the Agency. The Agency agrees to obtain the concurrence of the Department in the specifications for capital equipment purchases made by the Agency, if such equipment is to be maintained by the County.

SECTION 11 – EQUIPMENT SUPPORT

11.1 The County will service/maintain fire extinguishers owned by the Agency or its agents, employee, or representatives, where such fire extinguishers are used for the services provided by the Agency. The Agency Chief will attach with his/her request for support, the applicable incident number and justification that the product was used on.

11.2 It is understood that the Agency may utilize Station or Department basic expendable supplies with approval from the Department/Station Lieutenant.

11.3 The County may agree to maintain or logistically support Agency owned vehicles and equipment so long as it is maintained in serviceable condition, and the Department deems it useful for the execution of the Department's mission. County provided support for Agency owned vehicles shall be limited to fuel, routine scheduled maintenance, minor repairs, emergency road-side assistance, and towing. Maintenance and repairs considered to be outside of this scope shall include, but are not limited to major engine, transmission or pump repairs, re-builds, or replacements. In the event such major repairs are required and are conducted by the County, those costs, including parts and labor, shall be the responsibility of the Agency. The Agency Chief may submit a written request to the Department Fire Chief for financial or other assistance if the Agency is unable to fund such major repairs. Approval will not be arbitrarily or capriciously denied, subject to available County funding. In order for equipment, obtained by the Agency, to be considered for maintenance and support by the County, it must have prior approval in writing by the Department Fire Chief.

11.4 Maintenance and Facility Improvement Compensation – For Agency owned stations, the County agrees to reimburse Agency for the expense of routine Self-Contained Breathing Apparatus (SCBA) Compressor maintenance, air quality monitoring.

11.5 The Agency and the County may enter into additional agreements for the use of Agency-owned facilities or property.

SECTION 12 – INSURANCE AND INDEMNIFICATION

12.1 Insurance. The Parties agree to the following insurance provisions:

A. General Liability Insurance: The Agency shall keep in force and at all times maintain during the term of the Contract, general liability insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence. The County shall reimburse the Agency for the cost of this insurance as a separate expense.

B. Automobile Liability Insurance: The Agency shall keep in force and at all time maintain during the term of the Contract, automobile liability coverage in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage per accident for all vehicles owned by Agency. All vehicles, apparatus, equipment, supplies and other property owned by or provided by the Agency shall remain the sole responsibility of the Agency. For vehicles owned by the Agency, if the Department determines that the vehicles are useful for the execution of the Department's mission, the County will reimburse the Agency for the cost of the Agency's vehicle insurance as a separate expense.

C. Worker's Compensation Coverage: The County shall provide full and complete Workers' Compensation Coverage, as required by State of Florida law, for Volunteers during the course of their volunteer activities for the County. During the time that the Volunteers are performing services for the County, the County considers the Volunteers to be volunteer workers of the County, for purposes of allowing the County to classify them as an employee solely for purposes of providing the Volunteers with worker's compensation pursuant to section 440.02(15)(d)(6), Florida Statutes. The Agency is responsible for providing full and complete Worker's Compensation Coverage for the Agency's employees as well as any required coverage for Volunteers during other Agency activities, including Agency social and/or fund-raising functions.

D. Insurance Certificate: The Agency shall provide the County with Certificates of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said liability policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

12.2 The County will provide automobile liability coverage for all County owned vehicles provided to the Agency for its use.

12.3 Indemnification. The Agency shall hold the County harmless against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (loss of use of any property or assets resulting therefrom), schedule delay claims of any kind,

including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which the County is contracting hereunder, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of the Agency, or any of their agents, volunteers, or employees, including subcontractors.

12.4 The Agency agrees to fully indemnify and defend the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause above. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy. This indemnification shall survive the termination of this Contract.

12.5 The County's indemnity and liability obligations, if any, hereunder shall be subject to the County's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the COUNTY's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

SECTION 13 – PERFORMANCE STANDARDS

13.1 The Agency is expected to supplement Department response by providing Volunteer firefighter responders to 50% of the Department's requested responses. These responses may include support for emergency events and/or standby requests. The Agency agrees to provide response personnel levels of one (1) volunteer officer, and two (2) Fire One (1) certified personnel, at a minimum, for initial Engine Company emergency response, unless otherwise requested by Department Command Staff. Staffing on Brush Trucks, Squads, or other apparatus shall meet the minimum staffing requirements of the Department. Volunteers responding to the scene will take direction from the Department Office serving as Incident Commander.

13.2 In order to provide the Volunteers with the resources to meet the performance standards detailed in this Contract, the Department agrees to ensure that all of the equipment outlined in Section 9 is issued to eligible Volunteers in a timely fashion. The Department agrees to not penalize the Agency for failure to meet performance standards if the Agency can demonstrate that Department's failure to provide equipment or support impaired the ability to respond or otherwise meet the performance standards.

13.3 The Agency must provide and document training sessions, provide copies of certificates and licenses, and keep detailed records of attendance as indicated in Section 8: "Training", and this section.

13.4 If the Agency receives fewer than six (6) requests for response per month, the Department may consider Agency documented training and attendance records as part of an objective performance measurement. If the Agency falls into this classification, the Agency agrees to provide to the Department with all applicable attendance records, in addition to the monthly training report. In this

case (fewer than six (6) requests for response in one (1) month), the additional minimum standards for nominal performance are as follows:

- A. An average (of all volunteer firefighters on the Agency's roster) of twenty-four (24) hours of in-station stand-by duty and/or active duty and/or training hours logged per member per month.
- B. A minimum of fifty percent (50%) attendance at Agency conducted or sponsored training.

13.5 The Department agrees to provide the Agency all normally distributed training materials, memos, and briefings.

13.6 The Agency agrees to provide records and reports as indicated in Section 15 – Records, Inspections, and Audits.

13.7 At the written request of the Agency, the Department agrees to provide to the Agency a copy of all of the call, run, and related data that is used as a basis for measuring Agency performance.

13.8 The Department agrees to include special details, standbys, other assignments, or requests for response towards the Agency's total call volume and response.

SECTION 14 – ASSIGNMENTS

Neither the Agency nor the County, its assigns or representatives, shall enter into any Contract 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 15 – RECORDS INSPECTION, AUDITS, AND PUBLIC RECORDS

15.1 The Agency agrees to maintain financial records documenting receipt and deposit of funds paid by the County to enable the County or its designated agents to audit and confirm, under and to the extent required by Chapter 119, Section 401.30, Florida Statutes, the actual receipt of such funds by the Agency.

15.2 The Department Fire Chief or his/her designated representative shall have the right at any time to inspect all of the vehicles, emergency equipment, emergency reports, active firefighter personnel files, and public financial records, under and to the extent required by Chapter 119, Section 401.30, Florida Statutes, to ensure compliance of legal and contractual requirements set forth in this Contract.

15.3 The Agency Chief agrees to maintain an inventory of all County equipment utilized by the Agency's operation. Upon request from the Department Fire Chief or his/her designee, the Agency Chief will forward a copy of said inventory within ten (10) working days of the request. The Agency further agrees to ensure that all equipment, gear and apparatus issued by the Department to the

Agency are properly tested and maintained in accordance with the Department's test and maintenance plans, at no cost to the Agency.

15.4 The Agency agrees to maintain all records of membership status, training hours and certifications, duty hours, calls run, and any other records as required for compliance with local, county, state or federal rules and regulations.

15.5 The County agrees to provide no less than ten (10) working days' notice before conducting any records search or audits with the exception of the Agency's equipment inventory surveys.

15.6 In the performance of this Contract, the Agency shall keep books, records, and accounts of all activities, related to this Contract, in compliance with generally accepted accounting procedures. All books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Agency for a period of five (5) years after termination of this Contract, unless otherwise required by law to be held for a longer period of time. The County or any of its duly authorized representatives reserves the right to audit the Agency's records related to this Contract at any time during the performance of this Contract and for a period of five (5) years after final payment is made, or otherwise required by law. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of Chapter 119 and Section 401.30, Florida Statutes.

15.7 The Agency gives the County a royalty-free, world-wide, non-exclusive, irrevocable, unlimited license in any reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract that may be sub-licenses or used in a derivative work as the County sees fit.

15.8 Both Parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. The Agency agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the Agency, to include emails, email addresses, a copy of this contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

15.9 "Public Records" are defined as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (see section 119.011(12), Florida Statutes).

15.10 Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the County, or Agency related to the performance of the services under this Contract, do not fall under a specific exemption under Florida or federal law, then the records - whether created or

maintained by the Agency or the County - must be provided to anyone making a public records request. It will be Agency's duty to identify any information in records created by the Agency which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

15.11 The Agency shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Agency does not transfer the records to the County. In lieu of retaining all public records upon termination of this Contract, the Agency may transfer, at no cost to the County, all public records in possession of the Agency. If the Agency transfers all public records to the County upon termination of the Contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

15.12 Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. The Agency shall direct individuals requesting public records to the public records custodian listed below. If the County does not possess the requested records, the County shall immediately notify the Agency of the request and if the Agency possesses the records, the Agency must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of section 119.07, Florida Statutes. The Agency may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

15.13 Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Agency to the County which the Agency maintains are exempt or confidential from such inspection/production as a public record, the Agency agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Agency shall hire and compensate attorney(s) who shall represent the interests of the County as well as the Agency in defending such action. The Agency shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

15.14 Should the Agency fail to provide the public records within the Agency's possession and control, to the County within a reasonable time, the Agency may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the Party requesting the records and may be subject to criminal penalties. The Agency's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

15.15 The Agency shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Agency does not transfer the records to the County.

15.16 Upon completion of the Contract, the Agency shall transfer, at no cost to the County, all public records in possession of the Agency or keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion of the Contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Contract, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS c/o PAMELA BARRETT, 1040 SOUTH FLORIDA AVENUE SOUTH, ROCKLEDGE, FLORIDA 32955.

SECTION 16 – GRIEVANCES AND COMPLAINTS

All Volunteer Grievances must be in writing and signed by the Agency Chief. Volunteers must submit formal complaints in writing within 15 days of the incident. Grievances will be submitted to either the Department Assistant Chief of Fire Operations or the Department Fire Chief. Grievances must be reviewed by the Department within fourteen (14) working days of submittal. A response must be submitted to the Agency within twenty-one (21) working days of grievance submittal. Failure by the Department to respond within the time limit provided is cause to bring the matter before the County Manager unless an extension is agreed to, in writing, by the Agency.

SECTION 17 – JURISDICTION, VENUE, AND CHOICE OF LAW

All questions pertaining to the validity and interpretations of this Contract shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Contract 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 18 – ATTORNEY'S FEES AND COSTS

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

SECTION 19 – SEVERABILITY

If a court of competent jurisdiction finds any provision of this Contract to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way

be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

SECTION 20 – NOTIFICATION

20.1 Any required notice to be provided by either party to this Contract, shall be delivered to the other party's representative at the following locations:

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

Agency Chief
Merritt Island Volunteer Fire Department, Inc.
300 Alma Boulevard
Merritt Island, Florida 32953

20.2 Any notice to be sent to the County or the Agency under the provisions of this Contract 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 County or the Agency. 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 21 - ENTIRE CONTRACT

This Contract, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Contract between the Parties. This Contract shall not be modified except in writing and executed by all Parties. This Contract supersedes all prior agreements and negotiations respecting such matter.

SECTION 22 – INTERPRETATION

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

SECTION 23 – CONFLICTS OF INTEREST

No officers, members or employees of the County, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds of this Contract. The Agency covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Agency further covenants that in the performance of this contract, no person having any such interest shall be employed by Agency.

SECTION 24 – 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SECTION 25 – SCRUTINIZED COMPANIES

25.1 The Agency certifies that it and its 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.

25.2 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.

25.3 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.

25.4 The Agency agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

25.5 As provided in subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

SECTION 26 – 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 27 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

27.1 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.

27.2 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.

27.3 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 Agency's and any subcontractors' enrollment in the E-Verify Program.

27.4 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.

27.5 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.

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

SECTION 28 – 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.

(SIGNATURES ON THE FOLLOWING PAGE)

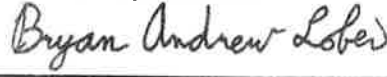
IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year first written above.

ATTEST:




Scott Ellis, Clerk

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

BY: 

Bryan Andrew Lober, Chair
As Approved by the Board on November 10, 2020

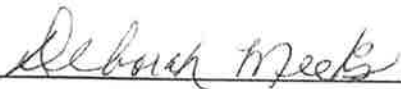
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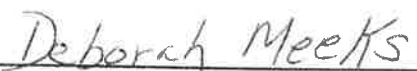
 10-26-2020

Christine M. Schverak, Assistant County Attorney

ATTEST:

**MERRITT ISLAND VOLUNTEER
FIRE DEPARTMENT, INCORPORATED**



Signature/Title


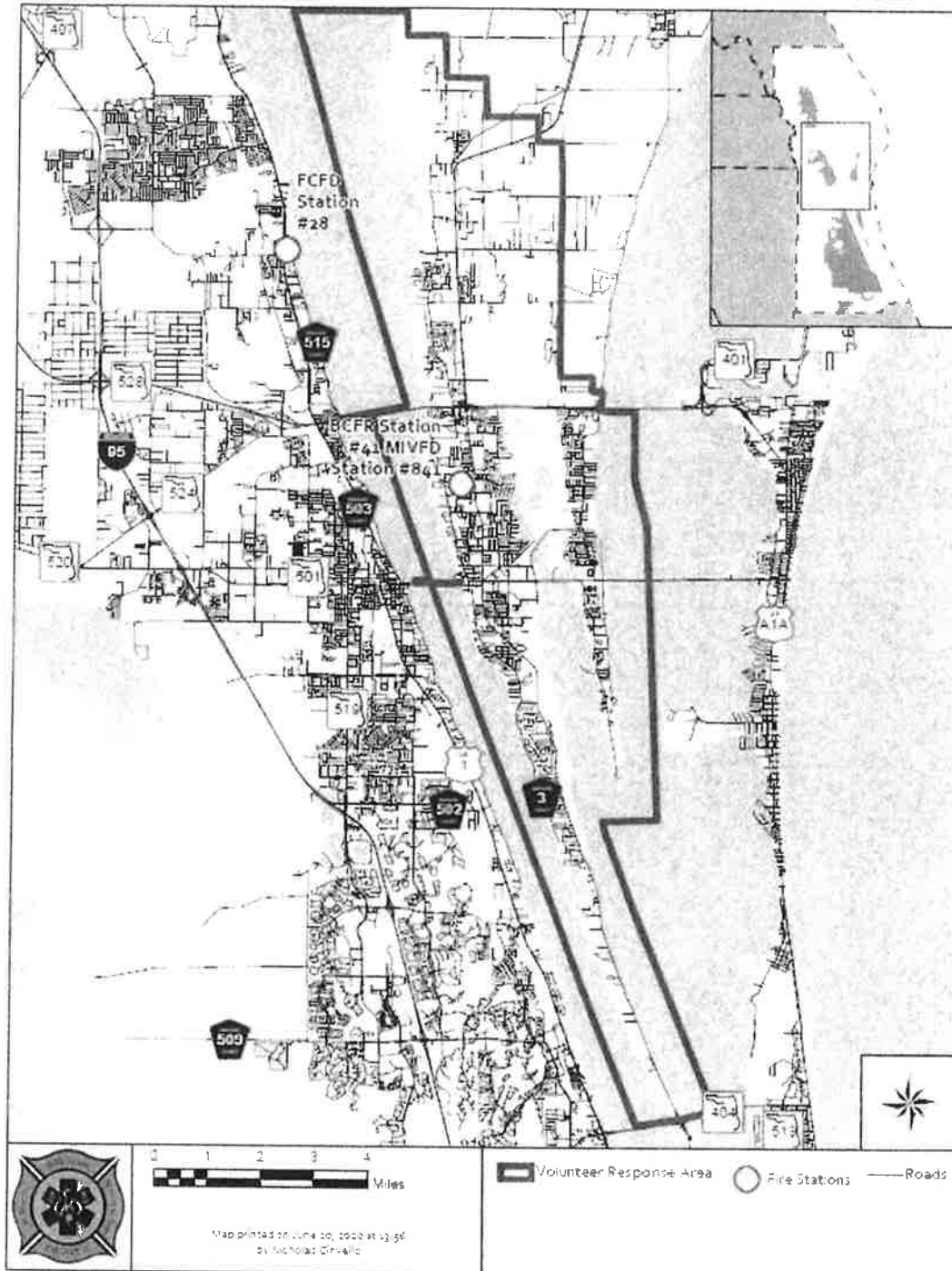
Printed Name



Greg Cope, Chief/President

APPENDIX A

MERRITT ISLAND VFD RESPONSE AREA



APPENDIX B

CLASS SIZE INFORMATION

| COURSE | LENGTH | MINIMUM | MAXIMUM |
|--|---------------|----------------|----------------|
| Blood Borne Pathogens | 4 Hours | 5 | 20 |
| Emergency Vehicle Operations Course (EVOC) | 20 Hours | 10 | 20 |
| Hazardous Material Awareness | 4 Hours | 10 | 20 |
| Hazardous Material Operations | 24 Hours | 10 | 20 |
| First Responder | 40 Hours | 10 | 20 |
| Fire Fighter I | 205 Hours | 15 | 20 |
| Forestry (S-130 and S-190) | 40 Hours | 10 | 20 |
| Cardio-Pulmonary Resuscitation (CPR) | 8 Hours | 10 | 20 |

APPENDIX C

"Minimum Volunteer Levels"

| ZONE | Agency | Minimum Number of Volunteers |
|-------------|--|-------------------------------------|
| D | Merritt Island Volunteer Fire Department Inc., operating from Station 41 in Merritt Island supports Station 40, Support 41, 42 and 43. | 8 |

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

| | | |
|---|---------------------------------|---|
| 1. Contractor: Merritt Island Volunteer Fire Department | | 2. Amount: |
| 3. Fund/Account #: 1350/2840000/5340000 | 4. Department Name: BCFR | |
| 5. Contract Description: First Amendment to Existing Agreement | | |
| 6. Contract Monitor: Assistant Chief Pat Voltaire/Pamela Barrett | | 8. Contract Type: INTERGOVT/LOCAL |
| 7. Dept/Office Director: Mark Schollmeyer, Fire Chief | | |
| 9. Type of Procurement: Exempt from Competition | | |

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

| <u>COUNTY OFFICE</u> | <u>YES</u> | <u>NO</u> | <u>SIGNATURE</u> |
|-----------------------------|-------------------------------------|--------------------------|-------------------------|
| 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 - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

| <u>COUNTY OFFICE</u> | <u>YES</u> | <u>NO</u> | <u>SIGNATURE</u> |
|-----------------------------|-------------------------------------|--------------------------|---|
| User Agency | <input type="checkbox"/> | <input type="checkbox"/> | Voltaire, Patrick <small>Digitally signed by Voltaire, Patrick Date: 2022.03.21 11:19:45 -05'00'</small> |
| Purchasing | <input type="checkbox"/> | <input type="checkbox"/> | |
| Risk Management | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Julie Jones <small>Digitally signed by Julie Jones Date: 2022.03.21 16:35:15 -04'00'</small> |
| County Attorney | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Powers, Melissa <small>Digitally signed by Powers, Melissa Date: 2022.03.18 09:24:22 -04'00'</small> |

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

| CM DATABASE REQUIRED FIELDS | Complete |
|---|-------------------------------------|
| Department Information | <input checked="" type="checkbox"/> |
| Department | <input checked="" type="checkbox"/> |
| Program | <input checked="" type="checkbox"/> |
| Contact Name | <input checked="" type="checkbox"/> |
| Cost Center, Fund, and G/L Account | <input checked="" type="checkbox"/> |
| Vendor Information (SAP Vendor #) | <input checked="" type="checkbox"/> |
| Contract Status, Title, Type, and Amount | <input checked="" type="checkbox"/> |
| Storage Location (SAP) | <input checked="" type="checkbox"/> |
| Contract Approval Date, Effective Date, and Expiration Date | <input checked="" type="checkbox"/> |
| Contract Absolute End Date (No Additional Renewals/Extensions) | <input checked="" type="checkbox"/> |
| Material Group | <input checked="" 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"/> |