

| |
|-----------------|
| Meeting Date |
| October 7, 2014 |



| AGENDA | |
|----------|---------|
| Section | Consent |
| Item No. | II.D.2 |

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

| | |
|--------------|--|
| SUBJECT: | A Resolution of the Board of County Commissioners of Brevard County, Florida Adopting the Interlocal Agreement Between the County, the City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid. No Fiscal Impact |
| DEPT/OFFICE: | Fire Rescue Department |

Requested Action:

It is requested the Board of County Commissioners adopt the attached Interlocal Agreement between the County, the City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid.

Summary Explanation & Background:

The City of Cape Canaveral/Canaveral Port Authority and the County desire to enter into an Agreement for the purpose of the County to provide E-911 Dispatching Services and the City of Cape Canaveral/Canaveral Port Authority to provide fire and emergency medical coverage for the County so as to better protect the lives and property of its citizens.

The County agrees to provide twenty-four hour, seven days a week, E-911 fire and first responder dispatch service to the City of Cape Canaveral/Canaveral Port Authority. Services include receiving emergency calls through the Countywide E-911 system, processing the call, alerting, radio communication, and monitoring units during both emergency and non-emergency operations.

The City of Cape Canaveral/Canaveral Port Authority agrees to provide fire protection and first responder emergency medical services to the unincorporated area. Emergency response to the unincorporated area by the City of Cape Canaveral/Canaveral Port Authority shall be performed automatically. The County's dispatch center shall dispatch the City of Cape Canaveral/Canaveral Port Authority based on pre-defined response assignments.

The City of Cape Canaveral/Canaveral Port Authority and the County agree to provide automatic aid to each other. Automatic Aid shall be based on a mutually agreed upon predefined process that results in immediate response of emergency personnel by the responding party to the scene of an emergency in the receiving party's jurisdiction on behalf of or with the receiving party. The process shall be initiated through the County Dispatch Center.

The City of Cape Canaveral/Canaveral Port Authority and County agree to share both unique and common emergency response resources for the purpose of expeditious and effective emergency service delivery to City of Cape Canaveral/Canaveral Port Authority and County citizens alike. In that the services provided by both the City of Cape Canaveral/Canaveral Port Authority and County are done so in a reciprocal manner, there are no monetary payments to either the City of Cape Canaveral/Canaveral Port Authority or the County for services identified in this agreement.

The Agreement will be in force and effective upon the approval and signing of said Agreement by both elected governing bodies and shall terminate on September 30, 2018.

Fiscal Impact: None

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

Clerk to the Board Instructions:

Exhibits Attached: : Agreement Between the City of Cape Canaveral and Canaveral Port Authority for E-911 Dispatch Services, Automatic Aid

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

| | | |
|------------------|--|---|
| County Manager | Assistant County Manager, Mel Scott | Department Director / Extension |
| Stockton Whitten | Assistant County Manager, Venetta Valdengo | Mark Schollmeyer, Interim Fire Chief/Director Brevard County Fire Rescue |



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

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

October 8, 2014

M E M O R A N D U M

TO: Chief Mark Schollmeyer, Interim Fire Rescue Director

RE: Item II.D.2., Interlocal Agreement with City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid

The Board of County Commissioners, in regular session on October 7, 2014, executed Interlocal Agreement with City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid. Enclosed is a fully-executed copy of the Interlocal Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Contracts Administration

**AGREEMENT REGARDING AUTOMATIC AID
BETWEEN BREVARD COUNTY, THE CITY OF CAPE CANAVERAL AND THE
CANAVERAL PORT AUTHORITY**

THIS AGREEMENT (the "Agreement"), entered into this 7th day of October, 2014, by and between **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "**County**"), the **CITY OF CAPE CANAVERAL**, a municipality incorporated under the Laws of Florida (hereinafter referred to as the "**City**"), and the **CANAVERAL PORT AUTHORITY**, a political subdivision of the State of Florida (hereinafter referred to as the "**Port Authority**").

WITNESSETH:

WHEREAS, the City, Port Authority and County desire to enter into this Agreement for the purposes of allowing the County, the City, and the Port Authority to share emergency resources, utilize closest unit response, the County to provide E911 dispatching services, and the City and Port Authority to provide fire and emergency medical coverage for the County parcel of property identified in Appendix A, so as to better protect the lives and property of their citizens; and

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

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

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

SECTION 1. TERM:

This Agreement will commence and be effective upon its approval and execution by the elected governing bodies of the County, City and Port Authority and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall terminate on September 30, 2018.

SECTION 2. TERMINATION/AMENDMENT OF AGREEMENT:

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

2.2 Each 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, City and Port Authority, and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

SECTION 3. SERVICES PROVIDED:

Except to the extent provided herein, the County, City and Port Authority agree that they will each provide primary emergency services within their own jurisdictions.

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

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

3.3 Unincorporated Area Coverage - The City and Port Authority agree to provide fire protection and first responder emergency medical services to the unincorporated area identified in Appendix A. Emergency response to the unincorporated area (Appendix A) by the City and Port Authority shall be performed automatically. The County's dispatch center shall dispatch the City and Port Authority based on pre-defined response assignments.

3.4 Automatic Aid - To provide the highest level of protection possible within the Response Area defined herein, the City, Port Authority and County hereby agree to provide Automatic Aid in a closest unit response mode for all emergency requests for service including, but not limited to, first responder medical calls, fire calls, and hazardous materials calls. "Automatic Aid" means and refers to the automatic dispatch of, and response by, an emergency medical services unit and/or fire suppression units to an emergency within an identified service area without the initiation of a mutual aid request. Automatic Aid shall be based on a mutually agreed upon (City, Port Authority and County) predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of, or along with, the Receiving Party, without regard to municipal City or unincorporated County boundaries. The process shall be initiated through the BCFR Dispatch Center. "Receiving Party" shall mean and refer to the authority having jurisdiction of the subject emergency location within the Response Area that is receiving automatic aid pursuant to this Agreement. "Responding Party" shall mean and refer to the authority responding to the request for automatic aid pursuant to this Agreement.

(a) **Automatic Aid Response Area**—The geographical area, in which the City, Port Authority and the County agree to provide closest unit response Automatic Aid, is identified in Appendix B, incorporated herein by reference, which area shall be referred to as the Automatic Aid Response Area (or the "Response Area") and shall consist of the identified municipal areas and unincorporated areas.

(b) **Predefined Unit Response Assignments** – The City, Port Authority and the County shall mutually agree on predefined unit response assignments for responding to emergency events within the Automatic Aid Response Area. Closest unit response will be the single most important consideration in the development of predefined unit response assignments. The term "closest unit" shall mean all closest units, including but not limited to, fire engine,

pumper, rescue unit, ladder truck, tower, squad, battalion/supervisor unit, or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue, and other support units will be the closest units of appropriate type to provide the response to the emergency incident, and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the fire chiefs of the County, the City, and the Port Authority, and as may be otherwise required by law. Communications procedures and protocols between the County, the City, and the Port Authority will be continually monitored and reviewed by the fire chiefs and dispatch center directors. Policy and/or operational procedures will be regularly updated in order to promote operational efficiencies.

- (c) Officer in Charge - It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until the earlier of mitigation of the incident, or upon scene control being transferred to an officer having authority within the jurisdiction where the incident occurred. The first arriving command officer, whether County, City, or Port Authority, will function as the incident commander. In the case where the first arriving command officer is not of the authority having jurisdiction for the area, incident command shall be transferred to the command officer of the authority having jurisdiction upon the arrival of such command officer. While providing automatic aid in the Response Area where an emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations.
- (d) Service Standard - The Responding Party and Receiving Party shall utilize National Fire Protection Standard 1500, as defined in Florida Statute Section 633.508, to ensure that the Incident Command System, the Personnel Accountability System and the 2 in/2 out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for immediate termination, notwithstanding the notice provision set forth in Section 2.
- (e) Communication and Notification of Non-response - Should either the City, Port Authority or the County not be able to respond and provide automatic aid in response to an emergency call within the Response Area, the declining party shall immediately notify the BCFR Dispatch Center.

- (f) Release of Responding Party – The Responding Party will be released from an automatic aid request by the Receiving Party as soon as is appropriate either based upon operational considerations or when the Receiving Party has adequate resources on scene to mitigate the emergency, as determined by the officer in charge of the scene. The authority having jurisdiction will be responsible for conducting any fire investigation.

SECTION 4. PAYMENT:

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

SECTION 5. ADDITIONAL EQUIPMENT:

No additional equipment is contemplated by the City/Port Authority or the County for services identified in this Agreement.

SECTION 6. NOTIFICATION:

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

David Sargeant, Fire Chief
Cape Canaveral Volunteer Fire Department
8970 Columbia Road.
Cape Canaveral, FL 32920

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

John Walsh, Chief Executive Officer
Canaveral Port Authority
445 Challenger Road Suite 301
Cape Canaveral, FL 32920

With a copy to:

David L. Greene, City Manager
City of Cape Canaveral
105 Polk Avenue
Cape Canaveral, FL 32920

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

Any notice to be sent to the County or the City/Port Authority under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class U.S. mail, or by nationally recognized overnight courier to the last known address of the said City/Port Authority 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. Each party hereto may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other parties as provided for herein.

SECTION 7. AUDITING, RECORDS AND INSPECTION:

7.1 In the performance of this Agreement, the City and Port Authority shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 69I-61.0012, Florida Administrative Code, as amended or superceded 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 City or Port Authority for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statutes.

7.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the City/Port Authority in the United States or any other country.

7.3 The County, City and Port Authority 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, City, or Port Authority, 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, City, or Port Authority as the case may be.

SECTION 8. JURISDICTION, VENUE AND CHOICE OF LAW:

All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by any party against 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 deemed 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, each party hereto shall indemnify and hold harmless the other parties, their 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 act or omission of the indemnifying party, or anyone directly or indirectly employed by the indemnifying party, or anyone for whose acts any of them may be liable. No party hereto shall be required to indemnify or hold harmless another party to the extent the other party is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries (including death), losses, or expenses.

In agreeing to this provision, no party hereto 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, City, or Port Authority 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, City, and Port Authority are each Independent Contractors of one another. It is specifically understood and agreed to by and between the parties hereto that a material provision in this Agreement is that the relationship between the County, City, and Port Authority 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. LIABILITY FOR EMPLOYEES/AGENTS:

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

SECTION 14. ASSIGNMENTS:

Neither the City, Port Authority, nor the County, their 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 parties.


SECTION 15. ENTIRE AGREEMENT: This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties, except that the fire chiefs of the County and the City are authorized to mutually agree in writing to predefined unit response assignments as set forth in Section 3.3(b).

SECTION 16. INTERPRETATION: The City, Port Authority, 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 more harshly construed against any party as the drafter hereof.

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

ATTEST:

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

By: 
Scott Ellis, Clerk

By: 
Mary Bolin Lewis, Chairman
Brevard County Commission

Approved by the Board on 10/7/2014

Reviewed for Legal Form and Content: 
Assistant County Attorney

ATTEST:

CITY OF CAPE CANAVERAL, FLORIDA

By: 
Angela Apperson, City Clerk

By: 
David L. Greene, City Manager

ATTEST:

CANAVERAL PORT AUTHORITY, FLORIDA

By: 

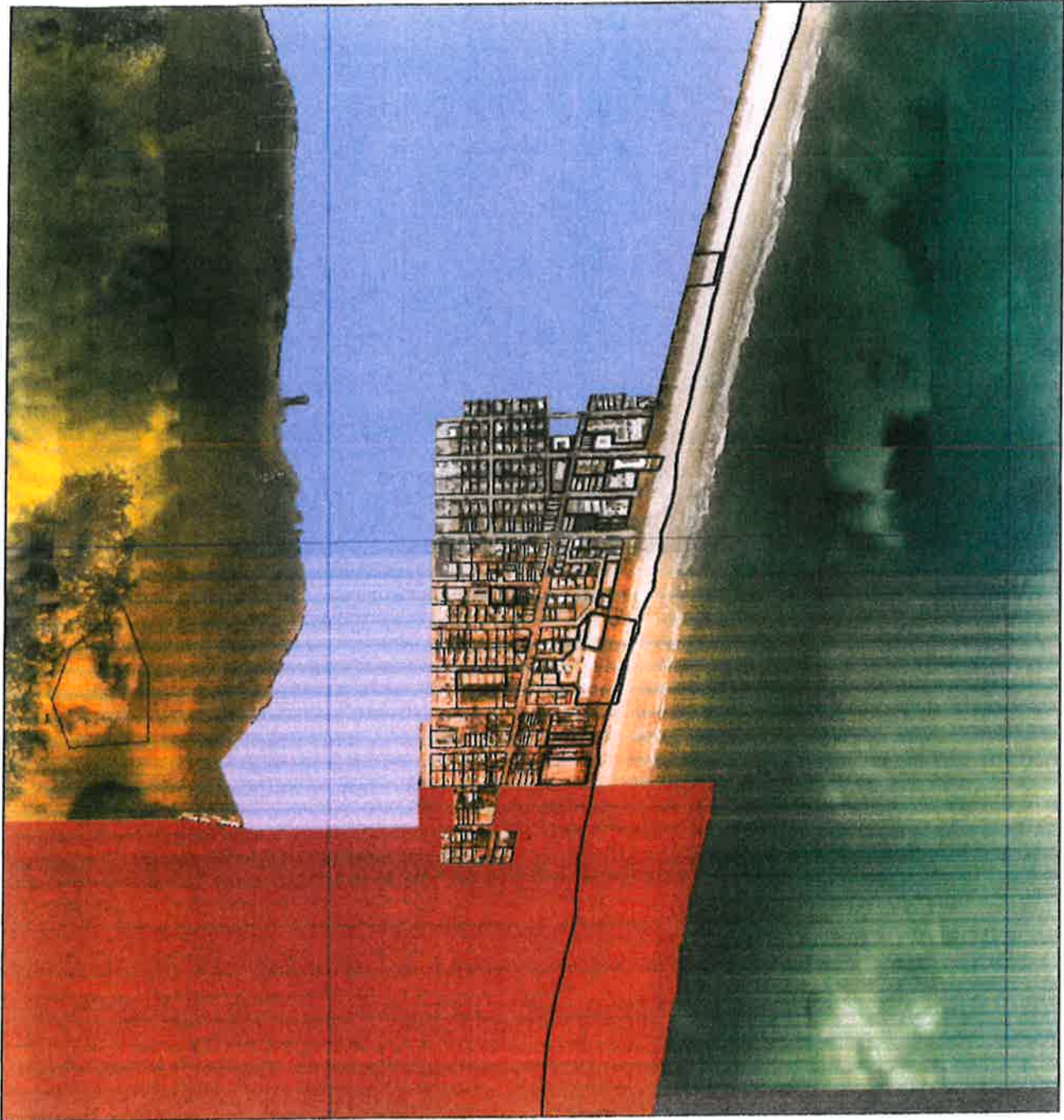
By:  9/17/14
John Walsh, Chief Executive Officer
Canaveral Port Authority

APPENDIX A



Jim Ford, CFA

Brevard County Property Appraiser



North Government Complex
400 South St, 5th Floor
Titusville, FL 32780
Telephone: (321) 264-6700

Viera Government Center
2725 Judge Fran Jamieson Wy
Viera, FL 32940
Telephone: (321) 690-6880

South Services Complex
1515 Sarno Rd
Melbourne, FL 32935
Telephone: (321) 255-4440

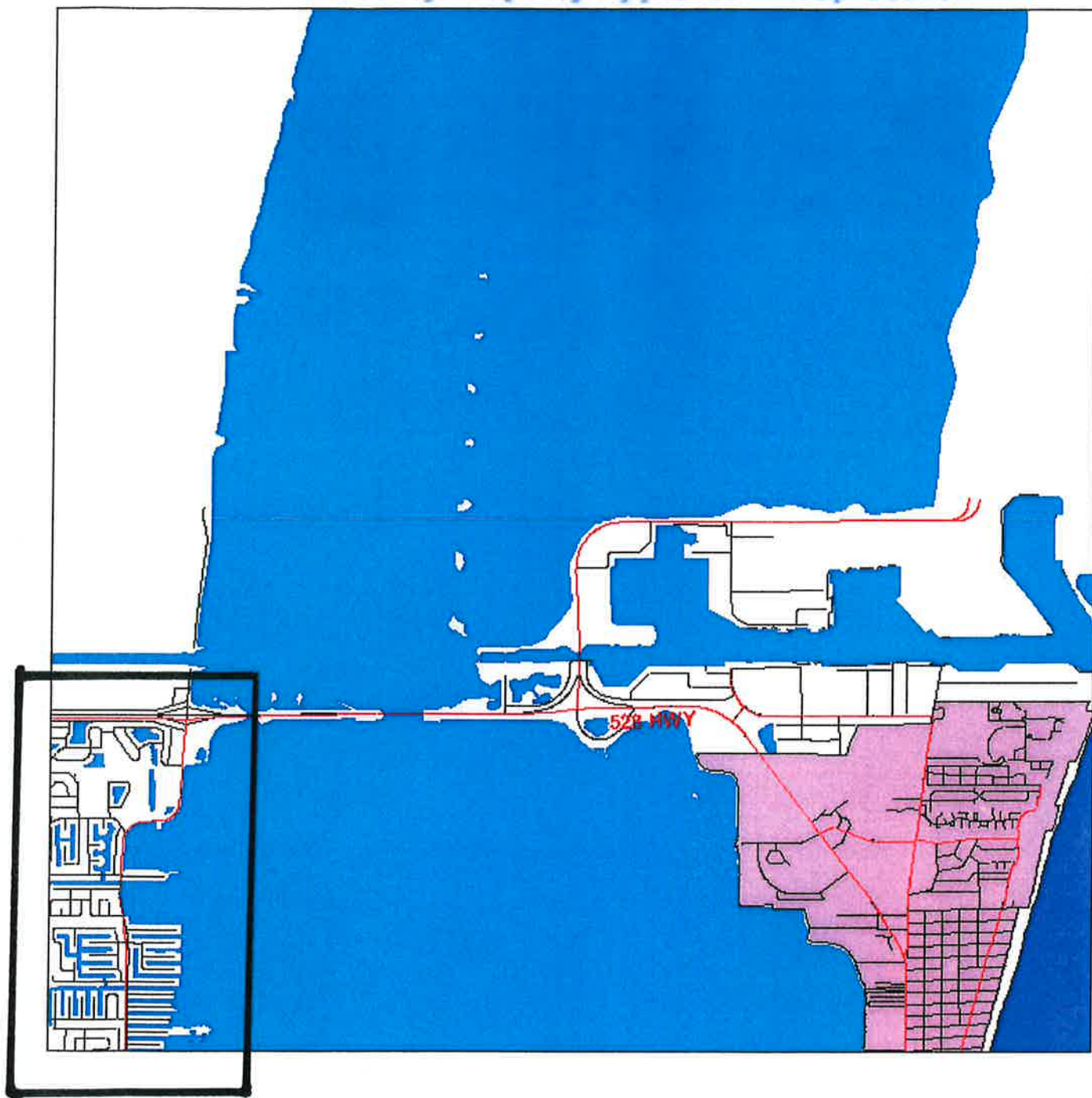
Palm Bay Service Complex
450 Cogan Dr. SE
Palm Bay, FL 32909
Telephone: (321) 952-4574

Examined and approved for recording purposes only. This is a survey map. It is not a deed. Other documents apply.

Printed: Wednesday, August 10, 2011 10:40 AM. http://map.brevardpropertyappraiser.com

APPENDIX B

Jim Ford, CFA
Brevard County Property Appraiser - Map Search



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

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

| | |
|---|---|
| 1. Contractor: City of Cape Canaveral/Canaveral Port Authority | |
| 2. Fund/Account #: 1350/284000/ | Division Name: Fire Rescue |
| 4. Contract Description: E-911 Dispatch Services and Automatic Aid | |
| 5. Contract Monitor: Assistant Chief Brad Hall/Carrie Cotter | 6. Mail Stop #: 50 |
| 7. Dept./Office Director: Mark Schollmeyer, Interim Fire Chief | 8. Class Code: |
| ACTION DATE: 30 days from entry | ACTION REQUIREMENT: Need complete data |

SECTION II

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

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>INITIALS</u> | <u>DATE</u> |
|----------------------|-----------------|-----------|-----------------|-------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | ✓ | _____ | RH | 9/8/14 |
| Risk Management | _____ | _____ | _____ | _____ |
| County Attorney | ✓ | _____ | [Signature] | 9/23/14 |

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

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

BC-29: EXHIBIT I

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

RECEIVED

SEP 18 2014

F/R FINANCE

INITIAL CONTRACT FORM


SECTION I

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

| | |
|---|---|
| 1. Contractor: City of Cape Canaveral/Canaveral Port Authority | |
| 2. Fund/Account #: 1350/284000/ | Division Name: Fire Rescue |
| 4. Contract Description: E-911 Dispatch Services and Automatic Aid | |
| 5. Contract Monitor: Assistant Chief Brad Hall/Carrie Cotter | 6. Mail Stop #: 50 |
| 7. Dept./Office Director: Mark Schollmeyer, Interim Fire Chief | 8. Class Code: |
| ACTION DATE: 30 days from entry | ACTION REQUIREMENT: Need complete data |

SECTION II

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

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>INITIALS</u> | <u>DATE</u> |
|----------------------|-----------------|-----------|--|-------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | _____ | _____ | _____ | _____ |
| Risk Management | X_____ | _____ | GV  | 9/12/14 |
| County Attorney | _____ | _____ | _____ | _____ |

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

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

BC-29: EXHIBIT I