



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.16.

9/12/2023

### Subject:

Board Approval: Agreement between Brevard County and the Cape Canaveral Volunteer Fire Department (CCVFD) for E-911 Dispatch Services and Facility Use for a County ambulance.

### Fiscal Impact:

None

### Dept/Office:

Public Safety Group: Brevard County Fire Rescue

### Requested Action:

It is requested the Board of County Commissioners approve the attached renewal Agreement.

### Summary Explanation and Background:

The CCVFD and the County desire to renew an Agreement for the purposes of the County to provide E-911 dispatching services and the CCVFD providing facility use at CCVFD's Station 53 for a County ambulance. This Agreement with CCVFD has been in place since 1985.

The County agrees to provide twenty-four (24) hour, seven days a week, E-911 fire and first responder dispatch services to the City/Canaveral Port Authority for radio communications, for both emergency and non-emergency operations that originate in the City/Canaveral/Port Authority response area.

The CCVFD agrees to provide the County operational use space at CCVFD's fire station 53 located at 190 Jackson Avenue, Cape Canaveral, FL. The County staffs an ambulance on site to support Fire Rescue operations.

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

The renewed Agreement will be in force and effective upon the approval and signing of said Agreement by both parties and shall be in force for 3 years and shall renew for two (2) one (1) year terms unless terminated or amended by either party.

### Clerk to the Board Instructions:

Please return three (3) fully executed agreements to Janine Ernst, Brevard County Fire Rescue.



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

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

September 13, 2023

**MEMORANDUM**

**TO:** Chief Patrick Voltaire, Fire Rescue Director

**Attn:** Janine Ernst

**RE:** Item F.16., Board Approval for Interlocal Agreement between Brevard County and the Cape Canaveral Volunteer Fire Department (CCVFD) for E-911 Dispatch Services and Facility Use for a County Ambulance

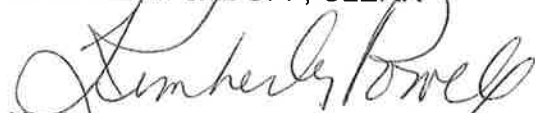
The Board of County Commissioners, in regular session on September 12, 2023, approved and executed the Interlocal Agreement between Brevard County and the Cape Canaveral Volunteer Fire Department (CCVFD) for E-911 Dispatch Services and Facility Use for a County Ambulance. Enclosed are three fully-executed Agreements.

**Upon recordation, please return the recorded ILA to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

/sm

Encls. (3)

cc: County Attorney  
Contracts Administration

## AGREEMENT

**THIS AGREEMENT**, entered into this 15<sup>th</sup> day of September 2023, by and between the **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida, (hereinafter referred to as the “County”), and the **Cape Canaveral Volunteer Fire Department, Inc.** (hereinafter referred to as the “CCVFD”).

### RECITALS:

**WHEREAS**, the CCVFD and County desire to enter into this Agreement for the purposes of the County to provide E911 dispatching services and the CCVFD to provide facility use for a County ambulance, so as to better protect the lives and property of their citizens.

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

### SECTION 1. TERM:

This Agreement will be in force and effective upon the approval and signing of said Agreement by both parties for a period of three (3) years. After the initial three (3) year term, the Agreement shall be automatically extended for two (2) one (1) year periods, unless terminated or amended as described in Section 2.

### SECTION 2. TERMINATION/AMENDMENT OF AGREEMENT:

- 2.1 This Agreement may be terminated by either party upon written notice of termination to the other party at least sixty (60) days prior to the date of such termination.
- 2.2 Either party may request to amend this Agreement. 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 County Manager or designee and the City, and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

### SECTION 3. SERVICES PROVIDED:

- 3.1 **Statement of Reciprocity** - In that the services provided by both the CCVFD and County are done so in a reciprocal manner, there are no monetary payments to either the CCVFD 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 provide

appropriate annual statistics and reports as requested by the City/Port Authority. The City/Port Authority will provide to the BCFR Dispatch Center predetermined unit response assignments for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> alarm responses as well as all auto-aid agreements between other emergency service providers and the City/Port Authority. The City/Port Authority is responsible for any and all equipment and costs necessary to receive voice and data communications from the dispatch center.

- 3.3 Fire Station Facility Usage** – The CCVFD hereby agrees to provide the County operational use space at the CCVFD's fire station located at 190 Jackson Avenue, Cape Canaveral, FL 32920. The County shall utilize the CCVFD's fire station facility to support the operations of a County staffed emergency response ambulance. Legal description of the CCVFD's fire station location is as follows:

**24-37-23-CG-00025.0-0015.0**

- (a) Apparatus Space – The CCVFD hereby agrees to provide an apparatus stall space for an ambulance in the CCVFD fire station.
- (b) Living Quarters - The CCVFD hereby agrees to provide a bunkroom for County employees with a minimum of three (3) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room.
- (c) Insurance – The County agrees to provide insurance for County owned/operated vehicle(s) and County employees.
- (d) Damage – The County agrees to repair, replace and/or reimburse the CCVFD for any and all damages caused to property and equipment owned by the CCVFD and resulting from the actions of County employees. The County shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the CCVFD.
- (e) Supplies – The County agrees to provide consumable station supplies for use by County employees and the County agrees to provide station monthly supplies for a 6 person station.

#### **SECTION 4. PAYMENT:**

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

#### **SECTION 5. ADDITIONAL EQUIPMENT:**

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

#### **SECTION 6. NOTIFICATION:**

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

CCVFD, Fire Chief  
Cape Canaveral Fire Department  
8970 Columbia Road  
Cape Canaveral, FL 32920

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

With a copy to:

Corporate Secretary  
Cape Canaveral Fire Department  
190 Jackson Avenue  
Cape Canaveral, FL 32920

Frank Abbate, County Manager  
Brevard County Government Center  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

Any notice to be sent to the County or the CCVFD 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 CCVFD or the County with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either party hereto may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other party as provided for herein.

**SECTION 7. AUDITING, RECORDS AND INSPECTION:**

- 7.1 In the performance of this Agreement, the CCVFD shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 69I-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the CCVFD 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 CCVFD in the United States or any other country.
- 7.3 All records or documents created by the CCVFD or provided to the CCVFD by the County in connection with the activities or services provided by the County under the terms of this Agreement, are public records and the CCVFD agrees to comply with any request for public records or documents made in accordance with Section 119.07 Florida Statutes.

- 7.4 The County or the CCVFD will be provided, at no cost, copies of any public records request made by a third-party involving documents related to this Agreement. If a request for public records is made by a third party, the County or the CCVFD will inform the other of the request and provide a copy of the public records that were requested by the third party.

**IF CCVFD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS c/o MS. JANINE ERNST, [JANINE.ERNST@BREVARDFL.GOV](mailto:JANINE.ERNST@BREVARDFL.GOV), 1040 SOUTH FLORIDA AVENUE, ROCKLEDGE, FLORIDA 32955.**

**SECTION 8. JURISDICTION, VENUE AND CHOICE OF LAW:**

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

**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. Both parties agree to waiver of any right to trial by jury.

**SECTION 10. SEVERABILITY:**

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

**SECTION 11. INDEMNIFICATION/HOLD HARMLESS:**

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, 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. The parties acknowledge that specific consideration has been exchanged for this provision.

**SECTION 12. INDEPENDENT CONTRACTORS:**

The County and the CCVFD are each Independent Contractors of one another. It is specifically understood and agreed to by and between the parties that a material provision in this Agreement is that the relationship between the County and the CCVFD is one in which each party and its employees are independent contractors of the other party, and not as agents, employees, joint ventures, or other partners and neither are entitled to any benefits of the other party. Nothing contained herein shall be construed to be inconsistent with the 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 CCVFD nor the County, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party.

**SECTION 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.

**SECTION 16. INTERPRETATION:**

Both the CCVFD 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 either party.

**SECTION 17. COUNTERPARTS AND AUTHORITY:**

This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. 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 Agreement the day and year first written above.

ATTEST:  
COMMISSIONERS

BOARD OF COUNTY  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Rachel M. Sadoff, Clerk

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

Approved by the Board on: SEP 12 2023

Reviewed for BCFR Content:


  
\_\_\_\_\_  
Scott M. Jurgensen, Deputy Fire Chief


Reviewed for Legal Form and Content:

  
\_\_\_\_\_  
Becky Behl-Hill, Assistant County Attorney

ATTEST:

CAPE CANAVERAL VOLUNTEER  
FIRE DEPARTMENT, INC.

  
\_\_\_\_\_  
Mia Godorth, Clerk

By:   
\_\_\_\_\_  
Dave Sargeant, Cape Canaveral Volunteer Fire Chief



BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: Cape Canaveral Volunteer Fire Department (CCVFD) 2. Amount: \$0.00	
3. Fund/Account #: N/A	4. Department Name: BCFR
5. Contract Description: Facility Use and E911 Dispatching Services	
6. Contract Monitor: AC Richard Connor/Janine Ernst	8. Contract Type: INTERGOVT/LOCAL
7. Dept/Office Director: Patrick Voltaire, Fire Chief	
9. Type of Procurement: Other	

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

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

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	Connor, Richard <small>Digitally signed by Connor, Richard Date: 2023.06.14 07:51:05 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Summer &amp; Winters</i> 6.16.2023
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Chase</i> 6/14/2023

### 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"/>

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

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## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

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

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

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

Digitally signed by Wall, Katherine  
Date: 2023.06.23 07:17:56 -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"/>