

Meeting Date
<b>October 7, 2014</b>



AGENDA	
Section	Consent
Item No.	II.D.6

**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 and the City of Indian Harbour Beach for Automatic Aid and E911 Dispatch Services. 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 and the City of Indian Harbour Beach for Automatic Aid and E911 Dispatch Services.

**Summary Explanation & Background:**

The City of Indian Harbour Beach and County desire to enter into an Agreement for the purposes of the County and the City to share emergency resources, utilizing closest unit response so as to better protect the lives and property of their citizens.

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

The County agrees to provide twenty-four hour, seven days a week, E-911 fire and first responder dispatch service to the City of Indian Harbour Beach. 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 and County agree to share both unique and common emergency response resources for the purpose of expeditious and effective emergency service delivery to City and County citizens alike. In that the services provided by both the City and County are done so in a reciprocal manner, there are no monetary payments to either the City 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**

**Clerk to the Board Instructions:**

Exhibits Attached: Agreement Between the County and the City of Indian Harbour Beach for E-911 Dispatch Services and Automatic Aid

<b>Contract /Agreement (If attached):</b>		<b>Reviewed by County Attorney</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>
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, Inter Fire Rescue Director

**RE:** Item II.D.6., Interlocal Agreement with City of Indian Harbour Beach for Automatic Aid and E-911 Dispatching Services

The Board of County Commissioners, in regular session on October 7, 2014, executed Interlocal Agreement with City of Indian Harbour Beach for E-911 Dispatching 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

**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.

<b>1. Contractor: City of Indian Harbour Beach</b>	
<b>2. Fund/Account #: 1361/285400/</b>	<b>Division Name: Fire Rescue</b>
<b>4. Contract Description: E-911 Dispatch Services and Automatic Aid</b>	
<b>5. Contract Monitor: Assistant Chief William Burns/Carrie Cotter</b>	<b>6. Mail Stop #: 50</b>
<b>7. Dept./Office Director: Mark Schollmeyer, Interim Fire Chief</b>	<b>8. Class Code:</b>
<b>ACTION DATE: 30 days from entry</b>	<b>ACTION REQUIREMENT: Need complete data</b>

**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	_____	_____	_____	_____
County Attorney	<u>  X  </u>	_____	<u>  MDS  </u>	<u>  9/24/14  </u>

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

**INITIAL CONTRACT FORM**

**F/R FINANCE**

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	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	X_____	_____	GV	9/12/14
County Attorney	_____	_____	_____	_____

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BC-29: EXHIBIT I

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**



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<b>ACTION DATE: 30 days from entry</b>	<b>ACTION REQUIREMENT: Need complete data</b>

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

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



CITY OF  
**INDIAN HARBOUR BEACH**

---

Florida

2055 SOUTH PATRICK DRIVE  
INDIAN HARBOUR BEACH, FL 32937  
PHONE (321) 773-3181  
FAX (321) 773-5080

September 25, 2014

Mr. Stockton Whitten, County Manager  
Brevard County Government Center  
2725 Judge Fran Jamieson Way  
Melbourne, Florida 32940

Dear Mr. Whitten:

On Wednesday, September 24, 2014, the Indian Harbour Beach Mayor and City Council unanimously approved the attached Interlocal Agreement pertaining to Automatic Aid between Brevard County and the City of Indian Harbour Beach. I am providing an executed copy of this agreement for approval by the Brevard County Board of County Commissioners.

Thank you.

Sincerely,

Mark K. Ryan  
City Manager

MKR/sh

Cc: Todd Scaldo, IHBVFD Chief  
Debbie Maliska, IHB City Clerk  
BCFR Fire Chief/Director

**INTERLOCAL AGREEMENT REGARDING AUTOMATIC AID  
BETWEEN BREVARD COUNTY AND THE CITY OF INDIAN HARBOUR BEACH**

**THIS AGREEMENT** (the "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **Brevard County**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the **City of Indian Harbour Beach**, a municipality incorporated under the laws of Florida (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the City and County desire to enter into this Agreement for the purposes of allowing the County and the City to share emergency resources and utilize closest unit response, so as to better protect the lives and property of their citizens; and

**WHEREAS**, the County and the City find that it is in their respective best interests, and that it is in the best interest of the public health, safety and welfare of their citizens, that the County and City 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 both the County and the City 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 either party upon written notice of termination to the other party at least forty-five (45) days prior to the date of such termination.

2.2 Either party may request that this Agreement be amended. 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 and executed by the respective elected governing bodies of the County and the City, and filed with the Clerk of the Circuit Court In and for Brevard County, Florida.

**SECTION 3. SERVICES PROVIDED:**

Except to the extent provided herein, the County and the City agree that their respective fire rescue departments will provide primary emergency services within their own jurisdictions.

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

3.2 **E911 Dispatch Services** - The County hereby agrees to provide twenty-four (24) hour, seven days a week, E911 fire and first responder dispatch services for radio communication, monitoring units during both emergency and non-emergency operations, for all emergency calls originating in the County Response Area. The City is responsible for any and all equipment and costs necessary to receive voice and data communications from the BCFR dispatch center.

The City hereby agrees to provide twenty-four (24) hour, seven days a week, E911 fire and first responder dispatch services, radio communication, monitoring units during emergency operations, for all emergency calls originating in the City Response Area.

3.3 **Automatic Aid** - To provide the highest level of protection possible within the Response Area defined herein, the City and the 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 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 Receiving Party's 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 County agrees to provide closest unit response automatic aid is identified in Appendix A, incorporated herein by reference. The geographical area in which the City agrees to provide a Ladder Truck response automatic aid is identified in Appendix B, C and D, incorporated herein by reference. The areas identified in Appendix A through D shall be referred to as the Automatic Aid Response Area (or the "Response Area") and shall consist of the identified City municipal areas and the County unincorporated areas.
- (b) Predefined Unit Response Assignments – The City and the County shall mutually agree on predefined unit response assignments for responding to emergency events within the Automatic Aid Response Area. Closest unit response will be the single most important consideration in the development of predefined unit response assignments. The term "closest unit" shall mean all closest units, including but not limited to, fire engine, pumper, rescue unit, ladder truck, tower, squad, battalion/supervisor unit, or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue, and other support units will be the closest units of appropriate type to provide the response to the emergency incident, and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the fire chiefs of the County and the City, and as may be otherwise required by law. Communications procedures and protocols between the County and the City 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 or City, will function as the incident commander. In the case where the first arriving command officer is not of the authority having jurisdiction for the area, Incident command shall be transferred to the command officer of the authority having jurisdiction upon the arrival of such command officer. While providing automatic aid in the Response Area where 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 or the County be unable to respond and provide automatic aid in response to an emergency call within the Response Area, the declining party shall immediately notify the initiating 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.

(g) **Non-required Responses** - The City or County will not be required to provide services for lift assists and stuck or malfunctioning elevators in one another's area, unless there is a known life safety hazard.

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

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

**SECTION 5. ADDITIONAL EQUIPMENT:**

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

**SECTION 6. NOTIFICATION:**

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

Todd Scaldo, Fire Chief  
Indian Harbour Beach Volunteer Fire Department  
1116 Pinetree Drive  
Indian Harbour Beach, FL 32937

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

**With a copy to:**

Mark Ryan, City Manager  
City of Indian Harbour Beach  
2055 S. Patrick Drive  
Indian Harbour Beach, FL 32937

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 under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class U.S. mail, or by nationally recognized overnight courier to the last known address of the said City or the County with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either party hereto may unilaterally change the person to whom a mailing is to be sent or the address of said person by giving notice to the other party as provided for herein.

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

7.1 In the performance of this Agreement, the City shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 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 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 in the United States or any other country.

7.3 The County and the City agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.

7.4 Upon a request for public records related to this Agreement, the County or the City, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or the City, as the case may be.

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

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

**SECTION 9. ATTORNEY'S FEES AND COSTS:**

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

**SECTION 10. SEVERABILITY:**

If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by 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, the City shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the negligence of the City.

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused, in whole or part, by the negligence of the County.

In agreeing to this provision, neither party intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the County or the City to be sued by third parties in any matter arising out of any contract. The parties acknowledge that specific consideration has been exchanged for this provision.

**SECTION 12. INDEPENDENT CONTRACTORS:**

The County and the City 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 and the City 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 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, 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:**

Both the City 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 as the drafter hereof.

**SECTION 17. CONSTITUTIONAL OR STATUTORY DUTIES AND RESPONSIBILITIES OF PARTIES.**

This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

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




A handwritten signature in blue ink, appearing to read "Scott Ellis", written over a horizontal line.

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 INDIAN HARBOUR BEACH, FLORIDA



A handwritten signature in black ink, appearing to read "Deborah Maliska", written over a horizontal line.

Deborah Maliska, City Clerk

By:   
Mark Ryan, City Manager



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:** Jack Masson, Parks and Recreation Director

**RE:** Item II.B.5., Billboard Lease Agreement #13728 with Clear Channel Outdoor, Inc. for Scottsmoor Flatwoods Sanctuary

The Board of County Commissioners, in regular session on October 7, 2014, executed Billboard Lease Agreement #13728 with Clear Channel Outdoor, Inc. for the billboard located at Scottsmoor Flatwoods Sanctuary. Enclosed are two fully-executed copies of the Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

Encls. (2)

cc: Contracts Administration  
EEL Program Manager  
Finance  
Budget