



AGENDA REPORT
October 23, 2018

Agreement Between the County and the Cape Canaveral Volunteer Fire Department, Inc.(CCVFD) for E-911 Dispatch Services and Facility Use for a BCFR Ambulance.

SUBJECT:

A Resolution of the Board of County Commissioners of Brevard County, Florida renewing an Agreement Between the County and the Cape Canaveral Volunteer Fire Department, Inc.(CCVFD) for E-911 Dispatch Services and Facility Use for a BCFR Ambulance that has been in effect since 1985.

FISCAL IMPACT:

No Fiscal Impact

DEPT/OFFICE:

Fire Rescue

REQUESTED ACTION:

It is requested the Board of County Commissioners adopt the attached Agreement renewal between the County and the CCVFD for E-911 Dispatch Services and Facility Use for BCFR's Rescue 60 Ambulance.

SUMMARY EXPLANATION and BACKGROUND:

The CCVFD and County desire to renew an Agreement for the purposes of the County to provide E-911 dispatching services and the CCVFD provide facility use at CCVFD's Station 53 for a County ambulance (Rescue 60) so as to better protect the lives and property of their citizens. Rescue 60 has been housed at Station 53 for the last 15+ years.

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 communication, monitoring units during both emergency and non-emergency operations, for all emergency calls originating 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 shall utilize CCVFD's fire station 53 facility to support the operations of a County staffed emergency response ambulance (Rescue 60).

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 terminate on September 30, 2021, with two (2) one (1) year automatic renewals expiring September 30, 2023. As previously stated, this agreement with CCVFD has been in place since 1985.

CLERK TO THE BOARD INSTRUCTIONS:

Return fully executed agreement to Brevard County Fire Rescue, 1040 South Florida Avenue, Rockledge, FL 32955

ATTACHMENTS:

Description

- **Contract Approval Form**
- **CCVFD Auto Aid Agreement for Signature**

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

| | |
|--|---------------------------------|
| 1. Contractor: CAPE CANAVERAL VOLUNTEER FIRE DEPARTMENT, INC. (CCVFD) | |
| 2. Fund/Account #: | 3. Department Name: BCFR |
| 4. Contract Description: E-911 DISPATCH SERVICES & FACILITY USE AGREEMENT | |
| 5. Contract Monitor: CHIEF GOLD/PAMELA BARRETT | 7. Contract Type: |
| 6. Dept/Office Director: CHIEF MARK SCHOLLMAYER | TERM CONTRACT |

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>SIGNATURE</u> | <u>DATE</u> |
|----------------------|-------------------------------------|--------------------------|---|-------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Barrett, Pamela <small>Digitally signed by Pamela Barrett Date: 2018.08.13 13:34:43 -0400</small> | _____ |
| Risk Management | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |
| County Attorney | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |

SECTION III - REVIEW AND APPROVAL TO EXECUTE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>SIGNATURE</u> | <u>DATE</u> |
|----------------------|-------------------------------------|--------------------------|---|-------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Barrett, Pamela <small>Digitally signed by Pamela Barrett Date: 2018.04.19 15:32:25 -0400</small> | _____ |
| Risk Management | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Matt Lairsey <small>Digitally signed by Matt Lairsey Date: 2018.08.13 13:34:43 -0400</small> | _____ |
| County Attorney | <input type="checkbox"/> | <input type="checkbox"/> | Schverak, Christine <small>Digitally signed by Christine Schverak Date: 2018.08.13 13:34:43 -0400</small> | 08/13/2018 |

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

| <u>CM DATABASE REQUIRED FIELDS</u> | <u>Complete</u> ✓ |
|--|--------------------------|
| 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 | <input type="checkbox"/> |
| Contract Title | <input type="checkbox"/> |
| Contract Type | <input type="checkbox"/> |
| Contract Amount | <input type="checkbox"/> |
| Storage Location (SAP) | <input type="checkbox"/> |
| Contract Approval Date | <input type="checkbox"/> |
| Contract Effective Date | <input type="checkbox"/> |
| Contract Expiration Date | <input type="checkbox"/> |
| Contract Absolute End Date (No Additional Renewals/Extensions) | <input type="checkbox"/> |
| Material Group | <input type="checkbox"/> |
| Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract) | <input type="checkbox"/> |
| "Right To Audit" Clause Included in Contract | <input type="checkbox"/> |
| Monitored items: Uploaded to database (Insurance, Bonds, etc.) | <input type="checkbox"/> |



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

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

October 24, 2018

M E M O R A N D U M

TO: Chief Mark Schollmeyer, Fire Rescue Director

RE: Item F.10., Agreement Between the County and the Cape Canaveral Volunteer Fire Department, Inc. (CCVFD) for E-911 Dispatch Services and Facility Use for a BCFR Ambulance

The Board of County Commissioners, in regular session on October 23, 2018, executed Agreement renewal with CCVFD for E-911 Dispatch Services and Facility Use for BCFR's Rescue 60 Ambulance. Enclosed is a fully-executed copy of the Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Contracts Administration

AGREEMENT

THIS AGREEMENT, entered into this 23 day of Oct., 2018, 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**”).

WITNESSETH:

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 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 three (3) years, and will expire on September 30, 2021. After the initial term, the Agreement may be automatically renewed for two (2) one (1) year renewal periods, with an absolute end date of September 30, 2023. Either party may cancel or make changes to the Agreement using the terms 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 forty-five (45) 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. The amendment must be approved by both respective parties.

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 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/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) Maintenance – The County agrees to assist the CCFVD with any maintenance (including preventive) on those areas utilized a majority of the time by the County.
- (d) Insurance – The County agrees to provide insurance for County owned/operated vehicle(s) and County employees.
- (e) 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.
- (f) Supplies – The County agrees to provide consumable station supplies for use by County employees.

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

BCFR 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

Brevard 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 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 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.

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. 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 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 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 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:

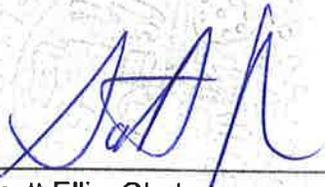
This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties.

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.

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

ATTEST:



Scott Ellis, Clerk

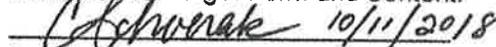
**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**



By: Rita Pritchett, Chair
Brevard County Commission

Approved by the Board on **OCT 23 2018**

Reviewed for Legal Form and Content:


Assistant County Attorney

ATTEST:



**CAPE CANAVERAL VOLUNTEER
FIRE DEPARTMENT, INC.**

