



**AGENDA REPORT
May 22, 2018**

Interlocal Agreement Between Brevard County and the City of Titusville for Automatic Aid, District 1



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SUBJECT:

Interlocal Agreement Between Brevard County and the City of Titusville for Automatic Aid.

FISCAL IMPACT:

None

DEPT/OFFICE:

Fire Rescue

REQUESTED ACTION:

It is requested the Board of County Commissioners adopt the attached Interlocal Agreement between the County and the City of Titusville for Automatic Aid.

SUMMARY EXPLANATION and BACKGROUND:

The County and the City of Titusville 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 and the City to share both unique and common emergency response resources for the purpose of expeditious and effective emergency service delivery.

To provide the highest level of protection possible, the County and the City 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 material calls. Automatic Aid shall be based on a mutually agreed upon (County and City) 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.

In that the services provided by both the County and the City are done so in a reciprocal manner, there are no monetary payments to either the County or the City for services identified in this Agreement.

The 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 for an initial three (3) year term and shall automatically renew for an additional two (2) year term unless either party provides the other party with written notice of termination forty-five (45) days prior to the expiration of the initial three (3) year term.

CLERK TO THE BOARD INSTRUCTIONS:

Please return fully executed Interlocal Agreement to the Fire Rescue Department.

ATTACHMENTS:

Description

- **Interloca Agreement**



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

May 23, 2018

MEMORANDUM

TO: Chief Mark Schollmeyer, Fire Rescue Director

RE: Item II.B.1., Interlocal Agreement Between Brevard County and City of Titusville for Automatic Aid

The Board of County Commissioners, in regular session on May 22, 2018, executed the Interlocal Agreement between Brevard County and the City of Titusville for Automatic Aid. 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

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Budget
Finance

**INTERLOCAL AGREEMENT REGARDING AUTOMATIC AID BETWEEN
BREVARD COUNTY AND THE CITY OF TITUSVILLE**

THE AGREEMENT entered into this 22 day of May, 2018, by and between **Brevard County** a political subdivision of the State of Florida, (hereinafter referred to as the "**County**"), and the **City of Titusville**, a municipality incorporated under the laws of Florida (hereinafter referred to as the "**City**").

WITNESSETH:

WHEREAS, the County and the City 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, for the County and the City to share emergency 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, and shall be effective for an initial three (3) year term and shall automatically renew for an additional two (2) year term unless either party provides the other party

with written notice of termination of this Agreement forty-five (45) days prior to the expiration of the initial three (3) year term. All terms and conditions hereof shall remain in full force and effect during the initial term and any renewal periods unless this Agreement is amended as provided in Section 2 below.

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 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 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 County and the City agree to share both unique and common emergency response resources for the purposes of expeditious and effective emergency services delivery to County and City citizens alike. In that the services are provided in a mutually beneficial manner, there shall be no monetary payments to either the County or the City for services identified in this Agreement.
- 3.2 Automatic Aid – To provide the highest level of protection possible with the Response Area defined herein, the County and the City 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 material 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 (County and City) 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. "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 and the City agree to provide closest unit response automatic aid, is identified in Appendix A, 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 City municipal areas and County unincorporated areas.
- (b) Predefined Unit Response Assignments – The County and the City shall mutually agree on predefined unit response assignments for responding to emergency events with 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 office 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 the 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 County or the City 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 BCFR Dispatch Center and/or Titusville 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 consideration 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.

3.3 Equipment Loaner Agreement - When either entity, County or City, require the use of a loaner reserve suppression unit in order to maintain operations for their jurisdiction, and a reserve unit is available from the corresponding agency, both entities agree to allow such loaner vehicle to be used. The agency requesting the loaner vehicle will be held responsible for damages caused to the loaner unit while in their custody. Each agency retains the ability to deny the loaning of equipment if they choose not to do so.

SECTION 4. PAYMENT:

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

SECTION 5. NOTIFICATION:

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

Michael Woodward, Fire Chief
Titusville Fire & Emergency Services
550 S. Washington Avenue
P.O. Box 2806
Titusville, FL 32796

Mark Schollmeyer, Fire Chief/Director
Brevard County Fire Rescue
1040 S. Florida Avenue
Rockledge, FL 32955

With a copy to:

Scott Larese, City Manager
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

Frank Abbate, County Manager
Brevard County Manager's Office
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 6. AUDITING, RECORDS AND INSPECTION:

- 6.1 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 691-61.0012, 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 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 and/or Section 401.30, Florida Statutes.
- 6.2 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.
- 6.3 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 7. 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 8. 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 9. 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 10. 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 in part by the negligence of the County.

In agreeing to this provision, neither party intends to waive any defense of sovereign immunity, or limit a 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 11. 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 of 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 12. 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"). 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 13. ASSIGNMENTS:

Neither the County nor the City, 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 party.

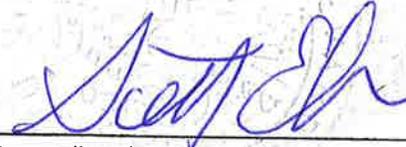
This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, set forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties, except that the fire chiefs of the County and the City are authorized to mutually agree in writing to predefined unit response assignments as set forth in Section 3.2(b).

SECTION 15. INTERPRETATION:

Both the County and City 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.

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**



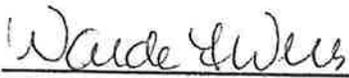
Rita Pritchett, Chair
Brevard County Commission

Reviewed for Legal Form and Content:

 May 13, 2018
Christine Schverak Date
Assistant County Attorney

Approved by the Board on: MAY 22 2018

ATTEST:



Wanda Wells, City Clerk

CITY OF TITUSVILLE, FLORIDA

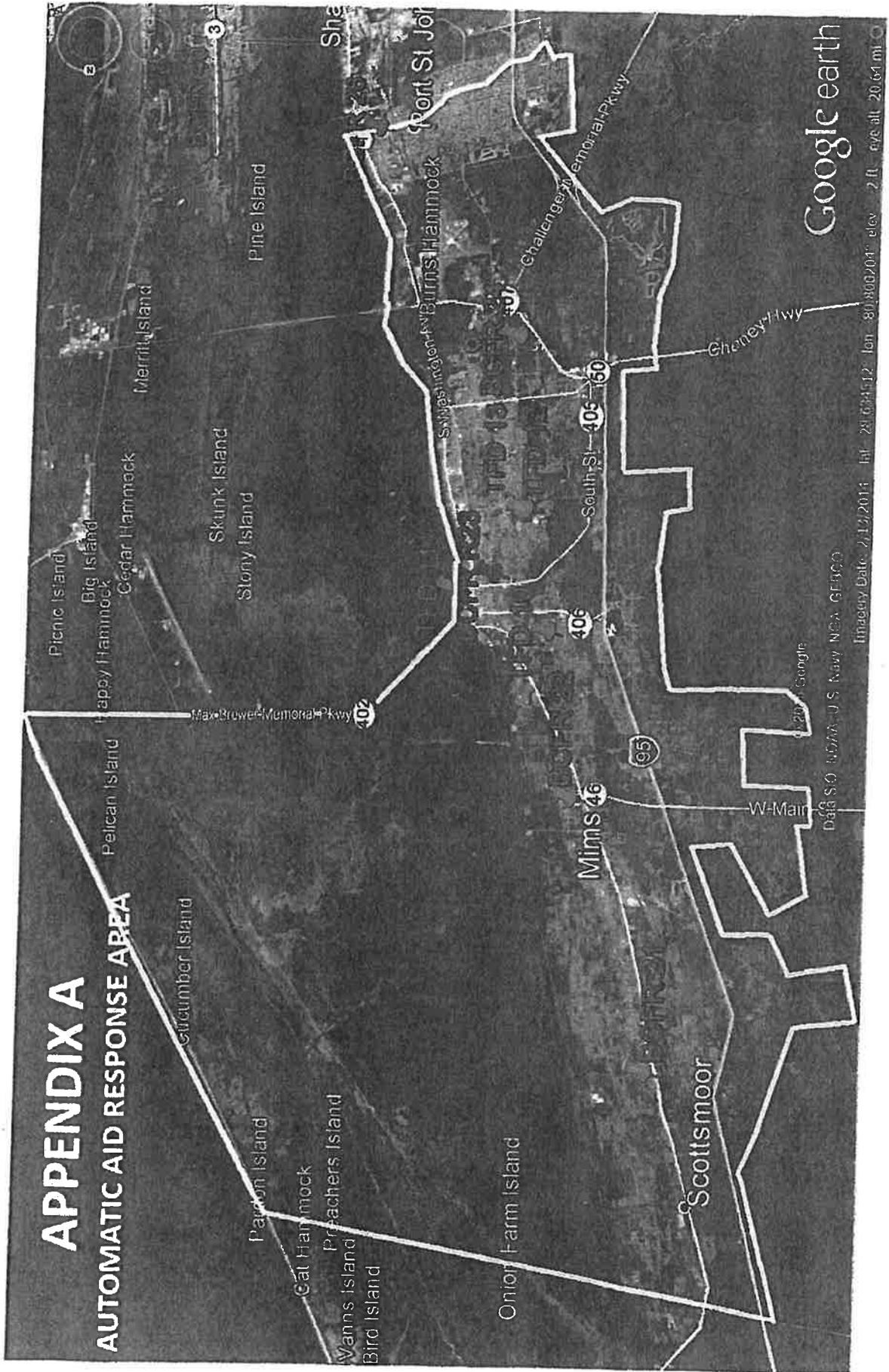


Walter Johnson, Mayor



APPENDIX A

AUTOMATIC AID RESPONSE AREA



Google earth

Image Date: 7/12/2014 Lat: 28.634512 Lon: -80.800204 Elev: 2 ft eye alt: 20.64 mi

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

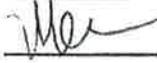
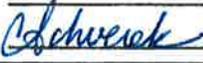
SECTION I - GENERAL INFORMATION

1. Contractor: City of Titusville	
2. Fund/Account #: 1350/284000	3. Department Name: BCFR
4. Contract Description: Automatic Aid	
5. Contract Monitor: Pamela Barrett	7. Contract Type: INTERGOVT/LOCAL
6. Dept/Office Director: Mark Schollmeyer, Fire Chief/Director	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<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

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		03-07-18
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		3-13-18

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	<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"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

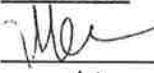
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SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input 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

<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"/>		03-07-18
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ML	3-8-2018
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

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	<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 Data (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"/>