



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.19.

11/14/2023

Subject:

Board Approval: Interlocal Agreement between the Board of County Commissioners and Brevard Public Schools (BPS) or support of the BPS 9-1-1 Telecommunicator Vocational Program by the County's 9-1-1 Systems Administration

Fiscal Impact:

None. Any funds provided for programmatic support will come from State 9-1-1 fees.

Dept/Office:

Public Safety Group - Emergency Management

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to sign the Interlocal Agreement between the Board of County Commissioners and Brevard Public Schools for support of the BPS 9-1-1 Telecommunicator Vocational Program by the County's 9-1-1 Systems Administration. It is also requested that the Board authorize the County Manager to submit and execute required budget change requests, documents, amendments, or other required administrative actions to the Interlocal Agreement, subject to approval by the County Attorney's Office and Risk Management.

Summary Explanation and Background:

Benefits of the 9-1-1 Telecommunicator Program for:

- Public Safety Answering Points (County and Municipalities)
 - Increases the number of trained/licensed individuals within the discipline, allowing immediate capability with minimal training requirements costs.
 - Provides a trusted and consistent source for new employees to address both immediate and long-term staffing level needs.
- High School Students
 - Provides a well-compensated and stable career with additional growth potential.
- Schools
 - Benefits programs offering vocational/non-college options for students and creates successful career paths.
- 9-1-1 Systems Administration Division
 - Enhances the capabilities of Public Safety Answering Points and ensures stable 9-1-1 operations.

Recognizing the crucial role that Public Safety Telecommunicators serve in our community and the need for a reliable source of qualified professionals, Brevard Public Schools, through their Office of Career and Technical Education Department, developed the 9-1-1 Telecommunicator Program at Palm Bay, Rockledge, and Titusville

High Schools. Students selected to participate in the program are educated on all relevant laws, trained in all necessary skills, and exposed to the real-life environment of communication centers. Seniors who successfully complete the program, graduate with a State of Florida Public Safety Telecommunicator Certification, and are qualified to immediately begin employment at any Public Safety Answering Point.

Clerk to the Board Instructions:

Please have the Chair sign and return the original to the Emergency Operations Center, 1746 Cedar Street, Rockledge, FL



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

November 15, 2023

MEMORANDUM

TO: Matthew Wallace, Public Safety Director

RE: Item F.19., Approval of Interlocal Agreement with Brevard Public Schools (BPS) or Support of the BPS 9-1-1 Telecommunicator Vocational Program by the County's 9-1-1 Systems Administration

The Board of County Commissioners, in regular session on November 14, 2023, approved and authorized the Chair to execute the Interlocal Agreement with BPS for support of the BPS 9-1-1 Telecommunicator Vocational Program by the County's 9-1-1 Systems Administration; and authorized the County Manager to submit and execute Budget Change Requests, documents, amendments, or other administrative actions to the Interlocal Agreement, subject to approval by the County Attorney's Office and Risk Management. Enclosed is an executed Interlocal Agreement.

Upon recordation, please return a fully-executed copy of the Interlocal Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: Donna Scott
Kimberly Powell, Clerk to the Board

Encl. (1)

cc: Emergency Management

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Florida Region 5 Counties	2. Amount: 0
3. Fund/Account #:	4. Department Name: Emergency Management
5. Contract Description: Memorandum of Understanding between Brevard County BoCC and other BOCCs in the region to support inter-agency coordination for 9-1-1	
6. Contract Monitor: Heather Musolff	8. Contract Type: INTERGOVT/LOCAL
7. Dept/Office Director: John Scott	
9. Type of Procurement: Other	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
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

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Collett, Sherry <small>Digitally signed by Collett, Sherry Date: 2023.07.27 08:45:45 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2023.07.26 09:37:05 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balsler, Heather <small>Digitally signed by Balsler, Heather Date: 2023.07.06 15:47:47 -04'00'</small>

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"/>

Interlocal Agreement

Between the Brevard County Board of County Commissioners and

The School Board of Brevard County, Florida

Support of the 9-1-1 Telecommunicator program by 9-1-1 Systems Administration

This Interlocal Agreement ("Agreement") is made by and between The School Board of Brevard County, Florida a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as "School Board") and The Brevard County Board of County Commissioners, a political subdivision of the State of Florida, whose business address is 2725 Judge Fran Jamieson Way, Building A, Suite 120, Viera Florida 32940 (hereinafter referred to as "Board").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers to work together to provide services and facilities in a manner best suited to geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes, permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; The manner in which the parties to an interlocal agreement will provide from their treasuries the financial support for the purpose set forth in the interlocal agreement; and

WHEREAS, Part 1 of Section 1003.491 Florida Statutes, the Florida Career and Professional Education Act, improve middle and high school academic performance by providing rigorous and relevant curriculum opportunities; provide rigorous and relevant career-themed courses that articulate to postsecondary-level coursework and lead to industry certification; support local and regional economic development; respond to Florida's critical workforce needs; and provide state residents with access to high-wage and high-demand careers; and

WHEREAS, the Board and School Board, together constituting the "Parties" to this Agreement, mutually acknowledge a shortage of Certified 9-1-1 Public Safety Telecommunicators within Brevard County; and

WHEREAS, in response to critical workforce needs, the School Board Office of Career and Technical Education Department (hereinafter referred to as "CTE") developed a new Program called: "9-1-1 Telecommunicator" to be offered in three School Board Schools: Palm Bay Magnet High School, Rockledge High School, and Titusville High School; and

WHEREAS, the goal of the program is to prepare students for a career in Public Safety as a certified State of Florida 9-1-1 Public Safety Telecommunicator; and

WHEREAS, both parties recognize the Standards set forth by the Florida Department of Education Curriculum Framework and Career Ready Practices for the Secondary – Career Preparatory 43-5031 Police, Fire, and Ambulance Dispatchers program;

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1. RECITALS

The parties agree that the foregoing recitals are true and correct and are incorporated herein.

2. **PURPOSE**

The purpose of this Agreement is to provide a mechanism for Brevard County 9-1-1 Systems to support the Brevard Public Schools 9-1-1 Telecommunicator vocational program via reimbursement for approved costs and outline the roles and responsibilities of each party Statute 365.172.

3. **TERM.**

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under the Contract, and shall automatically renew as long as the School Board continues to provide the Brevard Public Schools 9-1-1 Telecommunicator vocational program and seeks reimbursement as described further herein.

4. **ROLES AND RESPONSIBILITIES**

A. The School Board of Brevard County

- a. 1. The School Board will be responsible for:
 - i. Designating a Resource Teacher in Career and Technical Education (“Resource Teacher”) as Point of Contact to serve as the primary representative for the School Board and is responsible for managing the partnership outlined in this Agreement
 - ii. Submitting a 9-1-1 Request for Reimbursement Form to the 9-1-1 Systems Manager, twenty-one days prior to the purchase of items to ensure the expenditure qualifies under Section 365.172, Florida Statutes, and funds are available for reimbursement.
 - iii. Paying for authorized items in full before requesting reimbursement from 9-1-1 Systems.
 - iv. Submitting to the 9-1-1 Systems Manager a 9-1-1 Reimbursement Request Form, applicable receipts and all required backup documentation for all reimbursement requests within four months of the expenditure.
 - v. Cooperating with the 9-1-1 Systems Manager to provide any additional requested documentation not specifically outlined in this agreement needed to successfully support the School Boards requests.
 - vi. Attending quarterly meetings with the 9-1-1 Systems Manager to address any program needs and preplan future proposals.
 - vii. Coordinating with the 9-1-1 Systems Manager on any request for an instructor or guest speaker from existing Public-Safety Answering Points(“PSAPs”).
 - viii. Arranging instructor or student PSAP observation with the 9-1-1 Systems Manager.

B. The Brevard County Board of County Commissioners

- b.
 1. The County will be responsible for:

- i. Designating the 9-1-1 Systems Manager as the primary representative for the County and charging her/him with managing the partnership with the Resource Teacher as outlined in this Agreement.
- ii. Reviewing a 9-1-1 Request for Reimbursement Form, approving the eligible expense amount, and returning to the School Board designee, within fourteen days of receipt of the request form
- iii. Processing a 9-1-1 Reimbursement Request Form and collecting all required backup documentation for all reimbursement requests, including but not limited to all applicable receipts, and submitting the Form to the Brevard County Clerk's Office for reimbursement within 30 days of receipt of all required documentation.
- iv. Requesting additional documentation as needed for reimbursement requests.
- v. Coordinating and participating in quarterly meetings with the Resource Teacher in order to prepare for future requests or expenses, address program needs and preplan future proposals.
- vi. Arranging and scheduling guest speakers or instructors from existing PSAPs when requested.
- vii. Coordinating dates, times, and requirements for instructor or student PSAP observation.
- viii. Providing training for instructors or other staff to maintain their State of Florida Public Safety Telecommunicator Certification.

5. LIABILITY AND SOVEREIGN IMMUNITY

- a. To the extent allowed by law and subject to the provisions set forth in Section 768.28 and Chapter 252 (particularly Section 252.51), Florida Statutes, each Party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement.
- b. Nothing contained within this Agreement requires either Party to indemnify the other Party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents, or representatives.
- c. Neither Party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Section 768.28, Florida Statutes, as may be amended from time to time. Each Party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement.

6. INSURANCE

The Parties represent they are each self-insured and agree to maintain general liability insurance and workers' compensation insurance as required by law. The Parties further agree to provide each other with a copy of such insurance upon request.

7. INDEMNIFICATION

- a. Subject to the provisions and limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties understand their liability for tort liability for injury, damage to property, personal injury or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment.
- b. No provision herein shall be construed as (i) a waiver by either Party to any right, defense or immunity to which either Party has pursuant to Section 768.28, Florida Statutes, or Chapter 768, Florida Statutes, generally, or any other statute; (ii) an agreement by either Party to indemnify the other; or (iii) consent by either Party to be sued by third parties.

8. AUDIT/PUBLIC RECORDS

The County and the School Board shall otherwise comply with Chapter 119, Florida Statutes, Florida's Public Records Laws, and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further the parties will ensure that records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

9. NON-DISCRIMINATION

The Parties shall not unlawfully discriminate against any individual on the basis of his/her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring under this Agreement.

10. INDEPENDENT CONTRACTORS

The Parties acknowledge that they are independent contractors to each other. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

11. WAIVER OR DELAY

No waiver or delay of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or will be deemed a waiver of such provision at any other time.

12. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire agreement between the County and the School Board concerning the purposes set forth herein. This Agreement may only be amended or supplemented by written Agreement duly executed by the Parties hereto.

13. NOTICES

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

To the COUNTY:
Frank Abbate, County Manager
Brevard County, County Manager's Office
2725 Judge Fran Jamieson Way Bldg 'C" , Suite
Viera, FL 32940

John Scott, Emergency Management Director
Brevard County Office of Emergency Management
1746 Cedar St
Rockledge, FL 32955

To The School Board of Brevard County, Florida:

Brevard Public Schools
Director of Career and Technical Education
2700 Judge Fran Jamieson Way
Viera, FL 32940

The designated official/employee and/or address to which a notice or demand is to be sent may be changed by the changing Party giving written notice to the other Party.

13. DISPUTE RESOLUTION

- a. As a condition precedent to a Party bringing a lawsuit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the alleged breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties.
- b. The existence of a dispute shall not excuse the Parties from performance of any other duty not in dispute under this Agreement.
- c. This remedy is supplemental to any other remedies available at law.

14. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Florida. Venue for any legal action by a Party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and ANY TRIAL SHALL BE NON-JURY.

15. ATTORNEYS FEES AND COSTS

In the event of any legal action or proceeding to enforce the terms of this Agreement, each Party shall be responsible for its own attorney's fees and costs/expenses.

16. SEVERABILITY

The invalidity or unenforceability of any provision of clause in this Agreement shall not affect the validity or enforceability of any other clause or provision.

17. CONSTRUCTION OF THE AGREEMENT

The Parties acknowledge and agree that they have fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be more strictly construed or interpreted against one Party as opposed to the other Party as if it were the drafter of the Agreement.

18. TERMINATION

This Agreement may be terminated by either Party upon giving six (6) months' notice in writing to the other Party.

19. EFFECTIVE DATE

Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall take effect after it has been properly approved and signed by both the County and the School Board, and upon being filed with the Clerk of the Court of Brevard County.

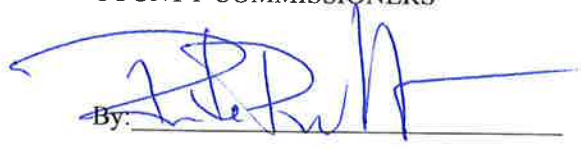
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates(s) written below.

SCHOOL BOARD OF BREVARD
COUNTY, FLORIDA

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS

By: **Matt Susin**
Digitally signed by Matt Susin
Date: 2023.06.14 08:41:18
-04'00'

By: 

Matthew J. Susin, Board Chairman

Chair

6/13/23
Date

NOV 14 2023
Date

As approved by the Board 11/14/2023.