Agenda Report



2725 Judge Fran Jamieson Way Viera, FL 32940

Consent

F.10.

4/21/2020

Subject:

Request for First Extension of Existing Interlocal Agreement Between Brevard County and the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and Facility Use to September 30, 2020.

Fiscal Impact:

None

Dept/Office:

Fire Rescue Department

Requested Action:

The Fire Rescue Department requests approval to extend its current Interlocal Agreement with the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and Facility Use to September 30, 2020

Summary Explanation and Background:

On April 28, 2015, the Board executed the Interlocal Agreement with the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and Facility Use. This Agreement was approved for an initial two (2) year period, followed by automatic renewals for three (3) successive one (1) year periods. The expiration of the current agreement and renewals is April 28, 2020.

Due to the current emergencies surrounding the COVID-19 virus, the Department is requesting an extension of the existing Interlocal Agreement through September 30, 2020, to allow sufficient time to complete continued negotiations between both parties regarding potential changes in boundaries, dispatch services and current cohabitation sites. The new agreement will be presented to the Board for approval at the conclusion of this extension.

Clerk to the Board Instructions:

Return Original Executed Interlocal to Pamela Barrett for recordation.



FLORIDA'S SPACE COAST

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



April 22, 2020

MEMORANDUM

TO: Mark Schollmeyer, Fire Rescue Chief Attn: Pamela Barrett

RE: Item F.10., Approval for First Extension of Existing Interlocal Agreement with the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and Facility Use to September 30, 2020

The Board of County Commissioners, in regular session on April 21, 2020, approved the first extension of the Interlocal Agreement with the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and facility use to September 30, 2020.

Upon execution by City of Palm Bay and recordation, please return the recorded Interlocal Agreement to this office for inclusion of the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS

SCOTT ELLIS, CLERK

Kimberly Powell, Deputy Clerk

/ds

Encl. (1)

cc: Contracts Administration

Finance Budget

BREVARD COUNTY AND THE CITY OF PALM BAY FOR AUTOMATIC AID, DISPATCH SERVICES AND FACILITY USE

THIS AMENDMENT ONE to the Interlocal Agreement entitled "Interlocal Agreement Regarding Automatic Aid between Brevard County and the City of Palm Bay" is made and entered into this _____ day of _____, 2020, by and between the following Parties: BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the CITY OF PALM BAY, a municipality incorporated under the laws of Florida (hereinafter referred to as the "CITY").

RECITALS:

WHEREAS, the Parties have previously entered into an Interlocal Agreement, dated April 28, 2015, (hereinafter the Original Interlocal) and;

WHEREAS, the term of the Original Interlocal was for two (2) years, with automatic renewals for three (3) successive one (1) year periods, which will expire on April 28, 2020;

WHEREAS, both entities are currently under local, state and federal states of emergency regarding the COVID-19 pandemic; and

WHEREAS, additional time is needed to ensure both Parties can address potential changes in boundaries, dispatch services and current cohabitation states; and

WHEREAS, the Parties desire to extend the term of said Contract for an additional period of time.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

- 1. The above recitals are incorporated into this Interlocal Amendment by this reference.
- 2. The Original Interlocal between the Parties is extended until September 30, 2020.
- To the extent any of the terms of this Amendment conflict with the terms of the Original Interlocal, the terms of this Amendment control. All other terms of the Original interlocal remain in full force and effect.
- 4. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.
- 5. This Amendment is effective upon signature by both Parties and filing with the Clerk of the Circuit Court.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Bryan Lober, Chair
As Approved by the Board on: 4/21/2020

Reviewed for legal form and content:
Christine M Schwerak

Assistant County Attorney

liam Capote, Mayor

INTERLOCAL AGREEMENT REGARDING AUTOMATIC AID BETWEEN BREVARD COUNTY AND THE CITY OF PALM BAY

THIS AGREEMENT (the "Agreement"), entered into this 28th day of April, 2015, by and between **Brevard County**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the City of Palm Bay, 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, utilize closest unit response, the County to provide E911 dispatching services, the County to provide the City operational use space at one (1) of the County's fire stations and the City to provide the County operational use space at two (2) of the City's fire stations 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 City to 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 be effective for an initial two (2) year period. Following the expiration of the initial two (2) year term, this Agreement shall automatically renew for three (3) successive one (1) year periods, unless either party provides the other party with written notice of termination of this Agreement as provided in Section 2 below. 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 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 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 to the City. 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 providing appropriate annual statistics and reports as requested by the City. The City 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. The City is responsible for any and all equipment and costs necessary to receive voice and data communications from the BCFR Dispatch Center.
- 3.3 **Fire Station Facility Usage** The City hereby agrees to provide the County operational use space at two (2) of the City's fire stations:

Station #1 located at 1201 Port Malabar Blvd. NE, Palm Bay, FL 32905 Station #2 located at 150 Malabar Road SE, Palm Bay, FL 32909.

The County shall utilize the identified City fire station facilities to support the operations of a County staffed emergency response ambulance.

- The County hereby agrees to provide the City operational use space at Brevard County Fire Station 89 located at 2051 DeGroodt Avenue SW, Palm Bay, FL 32908. The City shall utilize the identified County fire station facility to support the operations of a City staffed emergency response fire engine.
 - (a) Apparatus Space The City hereby agrees to provide an apparatus stall space for an ambulance in the City fire stations identified herein above. The County hereby agrees to provide an apparatus stall under a security lighted canopy with electrical outlets for charging and maintaining equipment in the County fire station identified herein above.

- (b) Living Quarters The City hereby agrees to provide bunkrooms for County employees with a minimum of two (2) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room at each City fire station identified above. The County hereby agrees to provide a bunkroom for City employees with a minimum of four (4) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room at the County fire station identified herein above.
- (c) Maintenance The County agrees to assist the City with any maintenance (including preventive) in equitable proportion to those areas utilized a majority of the time by the County in the City fire stations identified herein above. The City agrees to assist the County with any maintenance (including preventive) in equitable proportion to those areas utilized a majority of the time by the City in the County's fire station identified herein above.
- (d) Insurance, Costs, Independent Contractors, Liability Sections 11, 12, and 13 of the Interlocal Agreement between the County and the City shall govern insurance, costs, the relationship and status of the County and the City and their employees, and their liability for the actions of their respective employees and agents.
- (e) Damage The County agrees to repair, replace and/or reimburse the City for any and all damages caused to property and equipment owned by the City 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 City. The City agrees to repair, replace and/or reimburse the County for any and all damages caused to property and equipment owned by the County and resulting from the actions of City employees. The City shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the County.
- (f) Supplies The County agrees to provide consumable station supplies for use by County and City employees at the County fire station identified herein above. The City agrees to provide consumable station supplies for use by County and City employees at the City fire stations identified herein above. The County and City shall be responsible for their own medical supplies.
- 3.4 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 BCFR 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 City and the County agree to provide closest unit response automatic aid, identified in Appendix A, incorporated herein by reference, which area shall be referred to as the Automated 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 BCFR 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.

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:

There may be circumstances in which the County and City mutually agree to locate assets belonging to one party in a station or stations belonging to the other party for coverage purposes on a temporary basis. Subject to mutual agreement these units may be staffed by either agency to provide expeditious or efficient first responder and fire-rescue protection for the citizens of both parties.

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:

James Stables, Fire Chief Palm Bay Fire Rescue 899 Carlyle Avenue SE Palm Bay, FL 32909

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

With a copy to: Chad Shoultz, City Manager City of Palm Bay 120 Malabar Road SE Palm Bay, FL 32909

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:

- 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 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, Section 401.30, Florida Statutes.
- No reports, data, programs or other materials produced, in whole or in part for the 7.2 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.
- The County and the City agree to comply promptly with any request for public records or 7.3 documents made in accordance with Section 119.07, Florida Statutes.
- Upon a request for public records related to this Agreement, the County or the City, as 7.4 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

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

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, 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.

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

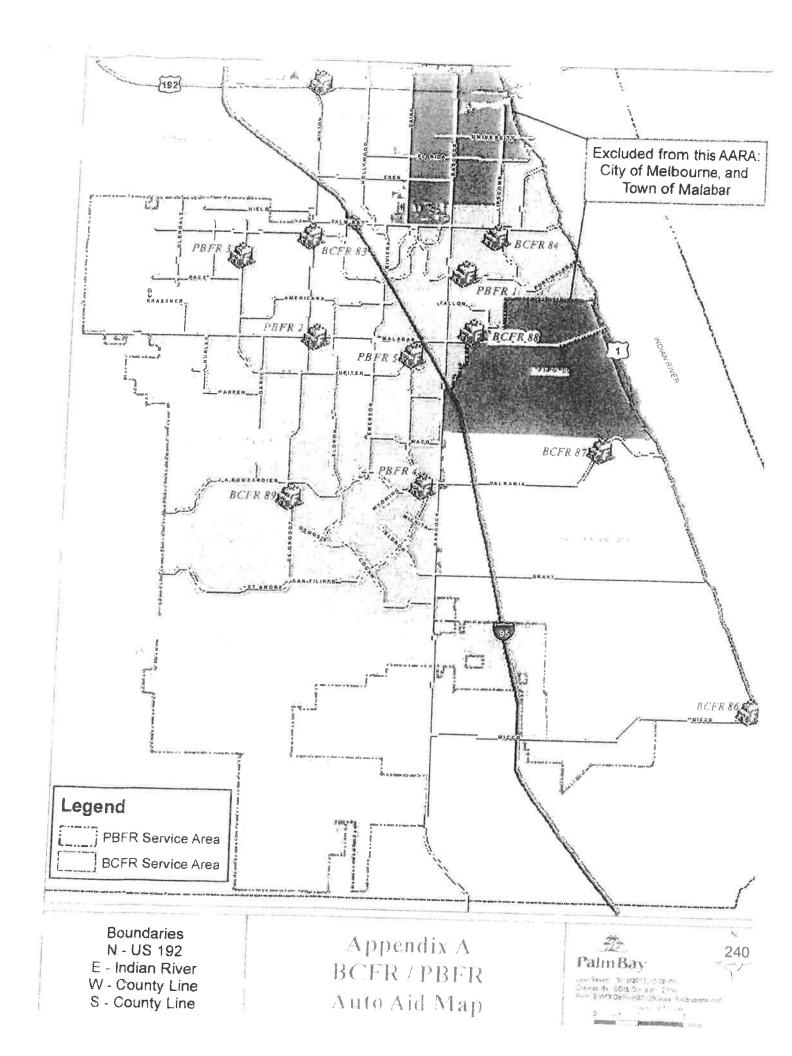
SECTION 16. INTERPRETATION:

BY ASNEY FOLSOM

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.

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

ATTEST: Scott Ellis, Clerk	BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA By: Robin Fisher, Chairman Brevard County Commission
Reviewed for Legal Form and Content	Approved by the Board on 04 28 2015 Assistant County Attorney IMage: Such Approved Approved by the Board on 04 28 2015
ATTEST:	CITY OF PALM BAY, FLORIDA
Alice Passmore, City Clerk	By: Milliam Capoled Malfor
Reviewed for Legal Form and Content:	,
STATE OF FLORIDA COUNTY OF BREVARD This is to certify that the foregoing	Andrew Lannon, City Attorney
is a true and current copy of AGREEMONT witness my hand and official seal this 1ST day of May 2019 SCOTT ELLIS. Clerk of Circuit Court	8



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IN WITNESS WHEREOF, the Parties have executed this Contract on the date first written above.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
Scott Ellis, Clerk	Bryan Lober, Chair As Approved by the Board on:
	Reviewed for legal form and content: Christine M Schwerak
	Assistant County Attorney
ATTEST:	CITY OF PALM BAY, FLORIDA
City Clerk	William Capote, Mayor

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

	SECTION	I - GENERAL	INFORMATION			
1. Contractor:			2. Amount:			
3. Fund/Account #: 135	0/5340000	4.	4. Department Name: BCFR			
5. Contract Description:	NTERLOCAL AGRI		O-AID, DISPATCH SERVICES,	EACILITYLISE		
6. Contract Monitor: DEF	OTY CHIEF SCOTT J	URGENSEN/PA	MELA BARRETT 8. Contract Ty	pe:		
7. Dept/Office Director: Λ	IARK SCHOLLME	YER, FIRE	CHIEF INTERGOV	T/LOCAL		
9. Type of Procurement:	Select from pulldown:		*			
	SECTION II - REV	/IEW AND APP	ROVAL TO ADVERTISE			
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Purchasing						
Risk Management			*			
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County Attorney						
SEC	FION III - CONTRAC	TS MANAGEM	ENT DATABASE CHECKLIST			
	APPRO					
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Risk Management	✓					
County Attorney	V					
SEC	FION IV - CONTRAC	CTS MANAGEM	ENT DATABASE CHECKLIST			
CM DATABASE REQUIRED F				Complete v		
Department Information						
Department						
Program						
Contact Name	71 4					
Cost Center, Fund, and G. Vendor Information (SAP V						
Contract Status, Title, Type						
Storage Location (SAP)	z, unu Amouni					
Contract Approval Date, I	-ffective Date and I	Expiration Date				
Contract Absolute End Da						
Material Group	10 I 10 / Gamorial Re	SHEWGIS/ LAIGH	3101131			
	aded in CM databa	ase (Contract	Form with County Attorney/ Risk			
Management/Purchasing	Approval; Signed/E	xecuted Cont	ract)			
"Right To Audit" Clause Inc	luded in Contract		**			
Monitored items: Uploade		rance, Bonds,	etc.)			

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