

Meeting Date  
**September 19, 2017**



AGENDA	
Section	Consent
Item No.	<b>II.C.7e</b>

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Fire Protection and Rescue/Emergency Services Agreements with Four Communities Volunteer Fire Department(FCVFD), Merritt Island Volunteer Fire Department(MIVFD) and Mims Volunteer Fire Department(MVFD) Fiscal Impact: \$53,208.00/year
DEPT/OFFICE:	Brevard County Fire Rescue

Requested Action:

It is requested the Board of County Commissioners approve the Fire Protection and Rescue/Emergency Services Agreements with FCVFD, MIVFD and MVFD.

Summary Explanation & Background:

The County on March 9, 1978, adopted Brevard County Ordinance No. 78-07, which authorized the execution of an agreement with the Volunteers for the providing of fire protection and rescue/emergency services within the unincorporated areas of Brevard County. The Agreements between FCVFD, MIVFD and MVFD allow response to calls for assistance when BCFR is unavailable and/or as backup supplement staff to BCFR units. The Volunteers are a valuable component of BCFR field operations. The County originally executed an Agreement with FCVFD on February 20, 2007; with MIVFD on May 12, 1998, and with MVFD on October 12, 1999. The Agreements have been uniformly updated and shall terminate on September 30, 2020.

Fiscal Impact: \$53,208.00/year

Contact Information:

Mark Schollmeyer, Fire Chief/Director  
 (321) 633-2056 Ext. 52555  
[mark.schollmeyer@brevardfl.gov](mailto:mark.schollmeyer@brevardfl.gov)

Clerk to the Board Instructions:

Exhibits Attached: Agreements

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	X	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Assistant County Manager		Department Director / Extension			
Frank Abbate			 Mark Schollmeyer, Fire Chief/Director 52555			



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

September 20, 2017

MEMORANDUM

TO: Chief Mark Schollmeyer, Fire Rescue Director

RE: Item II.C.7., Fire Protection and Rescue/Emergency Services Agreements with Four Communities Volunteer Fire Department (FCVFD), Merritt Island Volunteer Fire Department (MIVFD), and Mims Volunteer Fire Department (MVFD) for Services within the Unincorporated Areas

The Board of County Commissioners, in regular session on September 19, 2017, approved the Fire Protection and Rescue/Emergency Services Agreements with FCVFD, MIVFD, and MVFD for services within the unincorporated areas. Enclosed is a certified copy of each Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for* *Donna Scott*  
Tammy Rowe, Deputy Clerk

lds

Encls. (3)

cc: Contracts Administration  
Finance  
Budget

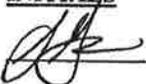
**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I - The following information must be completed on all new contracts submitted to the Board.**

1. Contractor: Four Communities Volunteer Fire Dept.; Merritt Island Volunteer Fire Dept.; Mims Volunteer Fire Department	
2. Fund/Account #: 1350/284000/5340000	Department Name: Fire Rescue Department
4. Contract Description: Volunteer Fire Department(s) Fire and EMS Services	
5. Contract Monitor: Carrie Cotter/Assistant Chief Scott Gold	6. Mail Stop #:
7. Dept./Office Director: Mark Schollmeyer, Fire Chief/Director	8. Contract Type: Intergovernmental/Local
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

**SECTION II - The following departments must approve all contracts submitted to the Board:**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____		3/15/17
Risk Management	_____	_____	_____	_____
County Attorney	✓	_____		3/20/12

If any office denies approval, the package will be returned immediately to the User Agency.

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<u>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 GL 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 database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

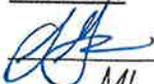
**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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2. <b>Fund/Account #:</b> 1350/284000/5340000	<b>Department Name:</b> Fire Rescue Department
4. <b>Contract Description:</b> Volunteer Fire Department(s) Fire and EMS Services	
5. <b>Contract Monitor:</b> Carrie Cotter/Assistant Chief Scott Gold	6. <b>Mail Stop #:</b>
7. <b>Dept./Office Director:</b> Mark Schollmeyer, Fire Chief/Director	8. <b>Contract Type:</b> Intergovernmental/Local
<b>ACTION DATE:</b> 30 days from entry	<b>ACTION REQUIREMENT:</b> Need complete data

**SECTION II - The following departments must approve all contracts submitted to the Board:**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____		3/15/17
Risk Management	✓	_____	ML	3 - 16 - 17
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<b>DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL 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 database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

## **AGREEMENT**

**THIS AGREEMENT** (the "Agreement") entered into this 19 day of Sept., 2017 by and between", **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the **Four Communities Fire Department, Inc.** hereinafter referred to as the "Agency".

### **WITNESSETH:**

**WHEREAS**, the County, on March 9, 1978, adopted Brevard County Ordinance No. 78-07, which authorized the execution of an agreement with the Volunteers for the providing of fire protection and rescue/emergency services within the unincorporated areas of Brevard County, Florida; and

**WHEREAS**, the County shall specify that the use of the Fire Stations and other County facilities may also be used by the Volunteers for meetings, approved recreational activities and the raising of independent funds for use by the Volunteers, within County policies; and

**WHEREAS**, the Volunteers are presently participating in the support of the operations of the Brevard County Fire Rescue, hereinafter referred to as Department,

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

### **SECTION 1 - DEFINITIONS:**

For the purposes of this Agreement, the following definitions shall apply:

**Agency:** Four Communities Fire Department, Inc.

**County:** The Brevard County Board of County Commissioners

**Department:** Brevard County Fire Rescue (BCFR)

**SECTION 2 - TERM:**

This Agreement will be in force and effective upon the approval and signing of said Agreement by both parties and shall terminate on September 30, 2020.

**SECTION 3 – TERMINATION/AMENDMENT OF AGREEMENT:**

3.1 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.

3.2 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. The amendment must be approved and executed by both parties.

**SECTION 4- AGENT OF THE COUNTY:**

4.1 The Agency shall perform their duties and functions under this Agreement as an Agent of the County, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

4.2 As an “Agent of the County” incorporated with the State of Florida, each Agency may maintain their own governing administrative bodies, which will direct the Agency and maintain their respective rules, regulations, by-laws and other applicable Agency specific program. Nothing contained within this section or paragraph may be in conflict with Section 6.

**SECTION 5- SERVICES & COMPENSATION:**

5.1 The Agency shall provide emergency and firefighting services to the service area included within their response areas as indicated in Appendix A and will respond to other areas protected by BCFR whenever requested. The Agency shall also participate in other department related activities as requested by the Fire Chief when staffing, training, and resources are available.

5.2 The County shall compensate the Agency monthly, at the rate set forth in "Appendix A" and "Appendix C" of this agreement.

5.3 Payments shall be made, upon receipt of the Agency's Monthly Activity Report, and in compliance with this agreement.

**SECTION 6 - AREAS AND LEVELS OF RESPONSE:**

The Agency agrees to provide the service level to the response zone as indicated in Appendix "A."

**SECTION 7 - COMPLIANCE:**

7.1 All personnel covered herein shall comply with all Brevard County Fire Rescue's governing regulations and applicable standards, including but not limited, to those established by Brevard County and Brevard County Fire Rescue, the Florida State Fire Marshal, and the State of Florida. Furthermore, covered personnel shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all other County, State and Federal government bodies.

7.2 BCFR agrees to provide copies of all its governing regulations and applicable standards, including but not limited to, those standards established by Brevard County and Brevard County Fire Rescue for emergency services operations as may be revised from time to time. BCFR also agrees to provide training with regards to the aforementioned as outlined in Section 8 on Training.

7.3 It is understood that failure to comply with the above section, after BCFR has provided the related documents and training, may result in a reduction, suspension, or elimination of monthly stipends as determined by BCFR's Fire Chief.

7.4 At any time the Agency's membership drops to less than the minimum number of members, as specified in Appendix D, or the Agency's performance drops below the

minimum standards established in Section 14, the monthly stipend may be reduced or eliminated in an amount proportionate to the ratio of the membership shortfall to the nominal membership. The nominal number of volunteers shall be based on an analysis of the population, hazards/risks, the Agency's ability to respond, and other available resources in the Agency's primary coverage area.

7.5 BCFR agrees to process all completed volunteer applications (including returned reference/employment letters) in a timely fashion (90 days or less). If BCFR's application process fails to meet this standard, the Agency may count as volunteers, members of the Agency that are pending Department approval, so long as the volunteer satisfies all known application requirements to the best knowledge of the Agency. BCFR reserves the right to refuse or terminate any volunteer firefighter with just cause, or as a result of poor background checks.

7.6 All Active Volunteers shall be covered by liability and workers' compensation insurance, through the County, during the course of all training activities as authorized by BCFR and/or the Agency. Social and/or fund raising functions are excluded from coverage except for BCFR requested special event coverage/attendance.

## **SECTION 8 - TRAINING:**

8.1 The Agency agrees, with the support of the Department, to comply with all local, county, state and federal training statutes and rules, as they exist now, or in the future, for the term of this Agreement. Any changes (additions, deletions, or modifications) to the training required for the members of the Agency shall be documented in writing by BCFR, and provided to the Agency, with a reasonable schedule for compliance. BCFR agrees to provide training to the minimum standards for volunteer firefighters, at reasonable intervals.

8.2 (A). Volunteer candidates' orientation schedule and Probationary Minimum Training:

1) An application must be received, a department background check conducted, and a successfully completed drug testing with a negative result, then the Agency can either approve or deny the applicant. Applicants must provide to BCFR, for approval, copies of a basic First Aid and a BCFR approved CPR card prior to participating in Phase II training. It is understood and agreed that class attendance will dictate the actual frequency of the Training Division orientation/training schedule. It is also understood that a Volunteer or Agency will not be penalized for failing to comply with the training schedule, if BCFR fails to make the classes available with reasonable regularity. Class minimums and maximums are outlined in Appendix "B" of this Agreement. Upon approval, the following schedule is conducted:

**PHASE I** [approval to four (4) months] (Training and Personnel Section Orientation): This volunteer level is not qualified or certified to engage in active interior structural firefighting, or any activities in an Immediately Dangerous to Life and Health (IDLH) environment. The volunteer will not be issued structural fire fighting gear until successful completion of a Fire 1 or minimum standards class.

- 1) Background check
- 2) Physical Examination
- 3) County policies
- 4) Department rules, regulations, SOPs, organization chart.
- 5) Exposure control plan/blood borne pathogen standard.
- 6) Hazmat Awareness

**\*\*\* Eligible for EVOC Training (at the discretion of the agency).**

**\*\*\* *BCFR Identification Card issued upon completion of medical clearance paperwork.***

**PHASE II** [four (4) months to thirty six (36) months]:

- 1) State of Florida approved Firefighter I Course (minimum standards may substitute).
- 2) Emergency Medical Responder Course (EMT, Paramedic may substitute).
- 3) Wildland Firefighting Classes, to include ICS100, ICS200, S130 & S190.
- 4) EVOC
- 5) Federal Emergency Management online classes IS100, IS200, IS700 and IS800b.

**PHASE III** [36 months to sixty (60) months]:

- 1) Department approved Driver Operator course.
- 2) Haz-Mat Operations course.
- 3) EMT-B
- 4) Command Training/Department approved officer training course.

**\*\*\*\* *Must have Phase III certification to become a Volunteer Officer.***

8.2(B). Ongoing Training: The Agency agrees to require its active members to attend a minimum of 75% of the weekly and 50% of BCFR volunteer monthly training classes, when made available.

8.2(C). Training Attendance: The Volunteer Chief is responsible to ensure that all of the Agency's members that are registered for a Department sponsored class attend that class. Whenever possible, the Volunteer Chief will notify the Training Division at least 48 hours in advance of any student that will not be able to attend. The Agency understands that repeated absences or repeated no-shows of the members of the Agency registered for a class

may result in a reduction or suspension of Department sponsored training. Furthermore, the Agency agrees to require active volunteer members to receive Department sponsored CPR and Blood Borne Pathogen training every two years.

- 8.2(D). Training Schedules: BCFR recognizes that the agents, employees and/or representatives of the Volunteers normally have other primary employment and will, therefore, ensure that this training is provided following normal business hours (after 5:00 p.m. local time) and/or on weekends.

#### **SECTION 9 – SUPPORT SERVICES:**

9.1 The County agrees to supply equipment (as outlined in this section), within budget constraints, to outfit up to a maximum of twenty-five (25) firefighters per volunteer organization (not per year). BCFR may approve an increase of this quota. Each Volunteer firefighter candidate who has successfully completed the initial prerequisites and who has completed the requirements in Section 8, subsection (A), will be eligible to receive the County equipment and property as listed below, from the Volunteer Chief or Volunteer Training Officer. Firefighter one certification will be required to receive bunker gear.

9.2 NFPA Compliant protective clothing as follows: one (1) helmet with face shield, one (1) fire resistant hood, one (1) bunker coat, one (1) pair bunker pants with suspenders, one (1) pair protective boots, and one (1) pair gloves. Additional equipment to be issued includes one BCFR fanny pack with basic Bodily Substance Isolation (BSI) equipment. Wildland Web Gear one (1) set of Wildland Fire Personal Protective Equipment (pants, shirt, boots, gloves, goggles, jacket and over-pants and one (1) Fire Shelter) will be issued at the completion of the Wildland Firefighting Classes (S-130/S-190).

9.3 The Volunteer Firefighter will receive and sign for the County equipment and property issued to him/her. The Volunteer Chief or Training Officer is responsible for the inventory of said equipment and property, including bunker gear, and to make every effort to return said equipment upon the separation/termination of the volunteer.

9.4 Appointments for new or replacement gear must be made by the Agency's Chief or Training Officer, and may be scheduled Monday through Friday during normal business hours, with the coordination of the BCFR Volunteer Coordinator.

9.5 The firefighting equipment shall be either new issue or "approved for continued use" reissue equipment, and shall remain the property of the County. The County shall inspect the equipment provided to the Agency annually, and the Volunteer Chief shall inspect the equipment provided to the Agency at least quarterly, to ensure that the equipment remains serviceable and accounted for. The Agency shall maintain an inventory of said equipment. BCFR agrees to repair or replace any County owned equipment determined unapproved or unserviceable for use by BCFR and the Agency. The cost of such repair/replacement will be borne by the County when such repair/replacement is due to normal wear/use.

9.6 The Agency shall have four (4) options for the repair/replacement of any County owned equipment damaged or lost due to gross negligence. These options are as follows: a) the Agency may opt to replace the equipment themselves (with Department approved equipment); b) the Agency may opt to allow BCFR to replace the equipment, and the Agency will be responsible for reimbursing BCFR either in installments or in full; c) if the equipment is covered by insurance, the Agency may opt to allow BCFR to replace the equipment, and the Agency will be responsible for paying the insurance deductible; d) with the approval of BCFR the Agency may opt not to replace the equipment if said equipment is utilized solely for and by the Agency.

9.7 If a Volunteer leaves the organization for any reason, it will be the responsibility of the Volunteer Chief to ensure that all gear and equipment issued to that member be

returned to BCFR Logistics Manager. BCFR agrees to assist the Agency in all reasonable efforts to collect BCFR issued gear & equipment from former volunteers, up to and including the pursuance of criminal charges.

9.8 The Agency may be held financially responsible for the insurance deductible and/or the depreciated value of an equipment loss or damage while under the care of the Agency, except for normal wear/use, or damage which occurred in the course of BCFR approved firefighting or rescue activities. The Agency is solely responsible to reimburse the County for the missing or damaged gear or equipment as outlined above and this may be accomplished through monthly deductions from the Agency compensation outlined in Section 13.

9.9 One (1) County or BCFR Identification Card and one (1) BCFR Accountability Tag with the appropriate Agency name and the individual's level of training will be issued to each qualified individual. The Identification Card/Tag shall be identical to those issued to all County Firefighting personnel, except as noted above and are to be carried by Volunteers when performing the services set forth in this contract. The Identification Card/Tag are to be returned to the Training and Personnel Section for those members who separate from the Agency. The Identification Card/Tag shall be issued every three (3) years. Physical examinations, paid for by the Department, will be required every two years. Physicals will be managed by BCFR management based on current member certifications and qualifications.

#### **SECTION 10 - PURCHASING:**

10.1 The Volunteer Chief may initiate a purchase order request to the Brevard County Fire Rescue, Logistics Division. All said requests will follow the applicable BCFR procedure for processing. The Volunteer Chief will attach, along with all BCFR required supporting documentation, a letter of commitment to reimburse the County for all completed purchases. When the Agency participates in a purchase with the County, the Agency shall be responsible only for payment of the apportioned amount of supplies, materials, service and/or equipment requested by the Agency. The Agency

agrees to obtain the concurrence of the County in the specifications for capital equipment purchases made by the Agency, if such equipment is to be maintained by the County.

**SECTION 11 - EQUIPMENT SUPPORT:**

11.1 The County will service/maintain fire extinguishers owned by the Agency or its agents, employees or representatives, where this equipment is used for the services provided by the Agency. The Volunteer Chief will attach with his/her request for support, the applicable incident number and justification that the product was used on.

11.2 It is understood that the Agency may utilize Station or Department basic expendable supplies with approval from the BCFR Volunteer Coordinator or approval by the station BCFR Lieutenant.

11.3 BCFR may agree to maintain and or logistically support Agency owned equipment so long as it is maintained in serviceable condition, and is deemed useful for the execution of BCFR's mission. Such an agreement may be documented in a separate contract or memorandum of understanding. In order for equipment, obtained by the volunteer agency, to be considered for maintenance and support by BCFR, it must have prior approval by the department.

**SECTION 12 - INSURANCE:**

12.1 The County, through its self-insurance program, hereby agrees to provide and maintain, at all times during the term of this Agreement, without cost or expense to the Agency, policies of insurance generally known as comprehensive and general liability policies, insuring the Agency against any and all claims, demands, and causes of action, with the exclusion of willful and wanton conduct and/or gross negligence for injuries received or damage to property relating to the performance of any duty or obligation herein set forth. Such insurance shall insure the Agency for the terms and limits set forth under F.S. 768.28. The County hereby agrees to provide Workers' Compensation coverage for the Agency as long as they are acting within the scope of

their duties. It is hereby mutually agreed and understood that coverage under the insurance policies hereinabove described shall be limited to those accidents or occurrences arising in the performance of those services set forth in Sections 4 and 7 of this Agreement and within County policies. It is further agreed and understood that the County does not and shall not be obligated in any way to provide insurance coverage for any social, recreational, or fund raising activity sponsored or sanctioned by the Agency, except as specifically approved in writing by the County.

### **SECTION 13 - EXPENSES:**

13.1 Should the Agency become unable to render such emergency services and/or fail to remain compliant with the section(s) of this contract, the Fire Chief or his/her designee may eliminate all or part of the Agency's monthly reimbursement, except if the Agency is unable in whole or part to remain compliant due to the Department's failure to comply with the terms of this contract. Each deduction will be handled on an individual basis between the Agency and Department.

13.2 During the County fiscal years covered by this agreement, monthly reimbursement for expenses incurred in the different service areas will be made as outlined in Appendix "A", unless modified by the Fire Chief.

13.3 BCFR also agrees to reimburse the Agency for personnel rehabilitation (nutrition and hydration) costs deemed necessary and incurred during prolonged emergency operations at significant incidents. Such expenses must be approved by the Volunteer Coordinator, District Chief, Assistant Department Chief, or Fire Chief. The back-up material required from the Agency will be the receipts incurred with the incident number of the emergency.

13.4 BCFR agrees to provide an increase to the monthly stipend for the Agency. The increase will take place in the month of October beginning that fiscal year. The increase amount will be equivalent to the change in the Consumer Price Index from the previous year, or 3%, as established by the Board of County Commissioners, whichever is less.

## **SECTION 14 - PERFORMANCE STANDARDS:**

14.1 The Agency is expected to respond to 50% of its requested responses. These responses will include, support for emergency events and or standby requests. The Agency agrees to provide response personnel levels of (1) volunteer officer, and (2) fire one certified personnel, at a minimum, for initial emergency response. All additional staffing should meet the minimum staffing requirements of BCFR.

14.2 In order to provide the volunteers with the resources to meet the performance standards detailed in this agreement, BCFR agrees to ensure that all of the equipment outlined in Section 9 is issued to eligible volunteers of the Agency in a timely fashion. BCFR agrees to not penalize the Agency for failure to meet performance standards if the Agency can demonstrate that BCFR's failure to provide equipment or support impaired the ability to respond or otherwise meet the performance standards.

14.3 The Agency must provide and document training sessions, provide copies of certificates and licenses, and keep detailed records of attendance as indicated in Section 8: "Training", and this section.

14.4 If an Agency receives fewer than 6 requests for service per month, BCFR may consider documented training and attendance records as part of an objective performance measurement. Agencies falling in this classification agree to provide to the County all applicable attendance records, in addition to the monthly training report. In this case (fewer than 6 pages/requests in one month), the additional minimum standards for nominal performance are as follows:

- 1) An average (of all volunteer firefighters on the Agency's roster) of 24 hours of in-station stand-by and/or active duty and/or training hours per member per month.

2) A minimum of 50% attendance at Agency conducted or sponsored training.

14.5 BCFR must provide to the Agency all normally distributed training materials, memos and briefings.

14.6 The Agency must provide records and reports as indicated in Section 16: "Records Inspection and Audit."

14.7 At the written request of the Agency, BCFR must provide to the Agency a copy of all of the call, run and related data that is used as a basis for measuring Agency performance.

14.8 BCFR agrees to include special details, standbys, or assignments towards the Agency's total call volume and response.

14.9 Failure of the Agency to meet the written performance requirements of this Agreement will be grounds for reduction or elimination of monthly stipends as outlined in the Agreement. In addition, BCFR will provide a written notification of the Agreement violation; the Agency will have thirty (30) days to respond and/or meet to discuss the punitive actions. The Agency will not be responsible for failure to meet performance requirements if such failure is a direct result of BCFR's inability to provide support and/or resources as identified in this Agreement.

#### **SECTION 15 – ASSIGNMENTS:**

15.1 Neither the Agency 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 16 - RECORDS INSPECTION AND AUDITS:**

16.1 The Agency hereby agrees to maintain financial records documenting receipt and deposit of funds paid by the County under Section 13 of this Agreement to enable the County or its designated agents to audit and confirm, under and to the extent required by Chapter 119, Section 401.30, Florida Statutes, the actual receipt of such funds by the Agency.

16.2 The Brevard County Fire Chief or his/her designated representative shall have the right at any time to inspect all of the vehicles, emergency equipment, emergency reports, active firefighter personnel files, and public financial records, under and to the extent required by Chapter 119, Section 401.30, Florida Statutes, to ensure compliance of legal and contractual requirements set forth in this Agreement.

16.3 The Volunteer Chief agrees to maintain an inventory of all County equipment utilized by the Agency's operation. Upon request from the Fire Chief or his/her designee, the Volunteer Chief will forward a copy of said inventory within ten (10) working days of the request. The Agency further agrees to ensure that all equipment, gear and apparatus issued by the Department to the Agency are properly tested and maintained in accordance with the Department's test and maintenance plans, at no cost to the Agency.

16.4 The Agency agrees to maintain all records of membership status, training hours and certifications, duty hours, calls run, and any other records as required for compliance with local, county, state or federal rules and regulations.

16.5 BCFR agrees to provide no less than ten (10) working days notice before conducting any records search or audits with the exception of the Agency's equipment inventory surveys.

16.6 In the performance of this Agreement the Agency shall keep books, records, and accounts of all activities, related to this 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 Agency 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.

16.7 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 Agency in the United States or any other country.

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

Upon a request for public records related to this Agreement, the County or the Agency, 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 Agency, as the case may be.

#### **SECTION 17 - GRIEVANCES:**

17.1 All Grievances must be in writing and signed by the Volunteer Chief. Grievances will be submitted to either the Volunteer Coordinator or the Brevard County Fire Rescue Chief. Grievances must be reviewed by the BCFR within fourteen (14) working days of submittal. A response must be submitted to the Agency filing the grievance within twenty-one (21) working days of grievance submittal. Failure by BCFR to respond within the time limit provided is cause to bring the matter before the County Manager unless an extension is agreed to, in writing, by the Agency submitting the grievance.

**SECTION 18 - JURISDICTION, VENUE AND CHOICE OF LAW**

18.1 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 19 – ATTORNEY’S FEES AND COSTS:**

19.1 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 20 – SEVERABILITY:**

20.1 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 21 – NOTIFICATION:**

21.1 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:

BCFR Fire Chief/Director	Agency Chief
Brevard County Fire Rescue	Four Communities Fire Department, Inc.
1040 S. Florida Avenue	4870 North US Hwy 1
Rockledge, Florida 32955	Cocoa, Florida 32927

21.2 Any notice to be sent to the County or the Agency 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 County or the Agency. 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 22 - ENTIRE AGREEMENT:**

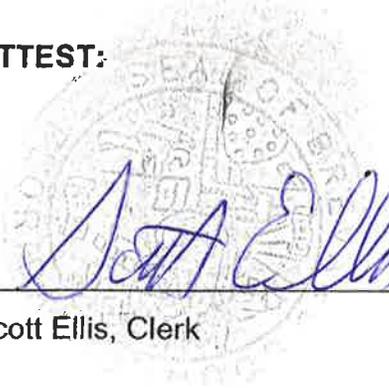
22.1 This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties.

**SECTION 23 – INTERPRETATION:**

23.1 Both the Agency 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 on the day and year first written above.

**ATTEST:**



Scott Ellis

Scott Ellis, Clerk

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

By: Curt Smith

Curt Smith, Chairman  
Brevard County Commission

As Approved by the Board on 9/19/17

Reviewed for Legal Form and Content:

Becky Behl-Hill  
Becky Behl-Hill, Assistant County Attorney

**ATTEST: Mims Volunteer Fire Department, Inc.**

Ryan Hunt chief  
Signature/Title  
MIMS VOLUNTEER  
VOLUNTEER Fire Dept.

Ryan Hunt  
Printed Name

John Gore

John Gore, BCFR  
PRINTED NAME

**APPENDIX A**

<b>ZONE</b>	<b>SERVICE AREA BOUNDARIES</b>	<b>CONTRACTOR</b>	<b>LEVEL &amp; PAYMENT</b>
<b>D</b>	N= To Kings Hwy west of the Indian River and east of the FEC Railroad Tracks, to Curtis Blvd west of the Railroad Tracks to I95, and all areas west of I95 serviced via Fay Blvd. S= To SR 528 (unincorporated areas) W= To SR 407 and SR 528 E= To the Indian River	Four Communities Fire Department Inc., Stationed @ Station 28, Supporting Station 26 and Station 29	Supplemental \$1478

**\*\* A unit responsible to the County as a primary response vehicle for Fire calls.**

**APPENDIX B**

**CLASS SIZE INFORMATION**

<b>COURSE</b>	<b>LENGTH</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Blood Borne Pathogens	4 Hours	5	20
Emergency Vehicle Operations	20 Hours	10	20
Hazardous Material Awareness	4 Hours	10	20
Incident Command System (ICS100, 200)	12 Hours	10	20
Hazardous Material Operations	24 Hours	10	20
First Responder	40 Hours	10	20
Fire Fighting I	205 Hours	15	20
Forestry (ICS100, ICS200, S-130, S-190)	40 Hours	10	20
CPR	8 Hours	10	20

**MINIMUM COURSE HELD**

It is agreed that the First Responder and Volunteer Minimum Standards (Fire Fighter I) Course will be held no less than one (1) time per year.

## **APPENDIX C**

### **“MAINTENANCE/FACILITY IMPROVEMENT COMPENSATION”**

For volunteer owned stations:

- A. The County agrees to reimburse for the purpose of routine SCBA Compressor Maintenance, Air Quality Monitoring, and associated vehicle insurance costs for vehicles provided by the County. Additional vehicles may be considered for insurance costs reimbursement at the discretion of the BCFR Fire Chief.
  
- B. The Agency and BCFR and/or the County may enter into additional agreements for the use of Agency-owned facilities or property.

**APPENDIX D**  
"Minimum Volunteer Levels"

<b>ZONE</b>	<b>Agency</b>	<b>Minimum Number of Volunteers</b>
D	Four Communities VFD Inc.; Stationed @ 28, Support 26 and 29.	8

## AGREEMENT

**THIS AGREEMENT** (the "Agreement") entered into this 19 day of Sept., 2017 by and between", **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the **Merritt Island Volunteer Fire Department, Inc.** hereinafter referred to as the "Agency".

### WITNESSETH:

**WHEREAS**, the County, on March 9, 1978, adopted Brevard County Ordinance No. 78-07, which authorized the execution of an agreement with the Volunteers for the providing of fire protection and rescue/emergency services within the unincorporated areas of Brevard County, Florida; and

**WHEREAS**, the County shall specify that the use of the Fire Stations and other County facilities may also be used by the Volunteers for meetings, approved recreational activities and the raising of independent funds for use by the Volunteers, within County policies; and

**WHEREAS**, the Volunteers are presently participating in the support of the operations of the Brevard County Fire Rescue, hereinafter referred to as Department,

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

### SECTION 1 - DEFINITIONS:

For the purposes of this Agreement, the following definitions shall apply:

**Agency:** Merritt Island Volunteer Fire Department, Inc.

**County:** The Brevard County Board of County Commissioners

**Department:** Brevard County Fire Rescue (BCFR)

**SECTION 2 - TERM:**

This Agreement will be in force and effective upon the approval and signing of said Agreement by both parties and shall terminate on September 30, 2020.

**SECTION 3 – TERMINATION/AMENDMENT OF AGREEMENT:**

3.1 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.

3.2 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. The amendment must be approved and executed by both parties.

**SECTION 4- AGENT OF THE COUNTY:**

4.1 The Agency shall perform their duties and functions under this Agreement as an Agent of the County, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

4.2 As an “Agent of the County” incorporated with the State of Florida, each Agency may maintain their own governing administrative bodies, which will direct the Agency and maintain their respective rules, regulations, by-laws and other applicable Agency specific program. Nothing contained within this section or paragraph may be in conflict with Section 6.

**SECTION 5- SERVICES & COMPENSATION:**

5.1 The Agency shall provide emergency and firefighting services to the service area included within their response areas as indicated in Appendix A and will respond to other areas protected by BCFR whenever requested. The Agency shall also participate in other department related activities as requested by the Fire Chief when staffing, training, and resources are available.

5.2 The County shall compensate the Agency monthly, at the rate set forth in "Appendix A" and "Appendix C" of this agreement.

5.3 Payments shall be made, upon receipt of the Agency's Monthly Activity Report, and in compliance with this agreement.

**SECTION 6 - AREAS AND LEVELS OF RESPONSE:**

The Agency agrees to provide the service level to the response zone as indicated in Appendix "A."

**SECTION 7 - COMPLIANCE:**

7.1 All personnel covered herein shall comply with all Brevard County Fire Rescue's governing regulations and applicable standards, including but not limited to, those established by Brevard County and Brevard County Fire Rescue, the Florida State Fire Marshal, and the State of Florida. Furthermore, covered personnel shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all other County, State and Federal government bodies.

7.2 BCFR agrees to provide copies of all its governing regulations and applicable standards, including but not limited to, those standards established by Brevard County and Brevard County Fire Rescue for emergency services operations as may be revised from time to time. BCFR also agrees to provide training with regards to the aforementioned as outlined in Section 8 on Training.

7.3 It is understood that failure to comply with the above section, after BCFR has provided the related documents and training, may result in a reduction, suspension, or elimination of monthly stipends as determined by BCFR's Fire Chief.

7.4 At any time the Agency's membership drops to less than the minimum number of members, as specified in Appendix D, or the Agency's performance drops below the minimum standards established in Section 14, the monthly stipend may be reduced or

eliminated in an amount proportionate to the ratio of the membership shortfall to the nominal membership. The nominal number of volunteers shall be based on an analysis of the population, hazards/risks, the Agency's ability to respond, and other available resources in the Agency's primary coverage area.

7.5 BCFR agrees to process all completed volunteer applications (including returned reference/employment letters) in a timely fashion (90 days or less). If BCFR's application process fails to meet this standard, the Agency may count as volunteers, members of the Agency that are pending Department approval, so long as the volunteer satisfies all known application requirements to the best knowledge of the Agency. BCFR reserves the right to refuse or terminate any volunteer firefighter with just cause, or as a result of poor background checks.

7.6 All Active Volunteers shall be covered by liability and workers' compensation insurance, through the County, during the course of all training activities as authorized by BCFR and/or the Agency. Social and/or fund raising functions are excluded from coverage except for BCFR requested special event coverage/attendance.

## **SECTION 8 - TRAINING:**

8.1 The Agency agrees, with the support of the Department, to comply with all local, county, state and federal training statutes and rules, as they exist now, or in the future, for the term of this Agreement. Any changes (additions, deletions, or modifications) to the training required for the members of the Agency shall be documented in writing by the BCFR, and provided to the Agency, with a reasonable schedule for compliance. BCFR agrees to provide training to the minimum standards for volunteer firefighters, at reasonable intervals.

8.2 (A). Volunteer candidates' orientation schedule and Probationary Minimum Training:

- 1) An application must be received, a department background check conducted, and a successfully completed drug testing with a negative

result, then the Agency can either approve or deny the applicant. Applicants must provide to BCFR, for approval, copies of a basic First Aid and a BCFR approved CPR card prior to participating in Phase II training. It is understood and agreed that class attendance will dictate the actual frequency of the Training Division orientation/training schedule. It is also understood that a Volunteer or Agency will not be penalized for failing to comply with the training schedule, if BCFR fails to make the classes available with reasonable regularity. Class minimums and maximums are outlined in Appendix "B" of this Agreement. Upon approval, the following schedule is conducted:

**PHASE I** [approval to four (4) months] (Training and Personnel Section Orientation): This volunteer level is not qualified or certified to engage in active interior structural firefighting, or any activities in an Immediately Dangerous to Life and Health (IDLH) environment. The volunteer will not be issued structural fire fighting gear until successful completion of a Fire 1 or minimum standards class.

- 1) Background check
  - 2) Physical Examination
  - 3) County policies
  - 4) Department rules, regulations, SOPs, organization chart.
  - 5) Exposure control plan/blood borne pathogen standard.
  - 6) Hazmat Awareness
- \*\*\* **Eligible for EVOC Training (at the discretion of the agency).**
- \*\*\* ***BCFR Identification Card issued upon completion of medical clearance paperwork.***

**PHASE II** [four (4) months to thirty six (36) months]:

- 1) State of Florida approved Firefighter I Course (minimum standards may substitute).

- 2) Emergency Medical Responder Course (EMT, Paramedic may substitute).
- 3) Wildland Firefighting Classes, to include ICS100, ICS200, S130 & S190.
- 4) EVOC
- 5) Federal Emergency Management online Classes IS100, IS200, IS700 and IS800b.

**PHASE III [36 months to sixty (60) months]:**

- 1) Department approved Driver Operator course.
- 2) Haz-Mat Operations course.
- 3) EMT-B
- 4) Command Training/Department approved officer training course.

**\*\*\*\* Must have Phase III certification to become a Volunteer Officer.**

8.2(B). Ongoing Training: The Agency agrees to require its active members to attend a minimum of 75% of the weekly and 50% of BCFR volunteer monthly training classes, when made available.

8.2(C). Training Attendance: The Volunteer Chief is responsible to ensure that all of the Agency's members that are registered for a Department sponsored class attend that class. Whenever possible, the Volunteer Chief will notify the Training Division at least 48 hours in advance of any student that will not be able to attend. The Agency understands that repeated absences or repeated no-shows of the members of the Agency registered for a class may result in a reduction or suspension of Department sponsored training. Furthermore, the Agency agrees to require active volunteer members to receive Department sponsored CPR and Blood Borne Pathogen training every two years.

8.2(D). Training Schedules: BCFR recognizes that the agents, employees and/or representatives of the Volunteers normally have other primary employment and will, therefore, ensure that this training is provided following normal business hours (after 5:00 p.m. local time) and/or on weekends.

### **SECTION 9 – SUPPORT SERVICES:**

9.1 The County agrees to supply equipment (as outlined in this section), within budget constraints, to outfit up to a maximum of twenty-five (25) firefighters per volunteer organization (not per year). BCFR may approve an increase of this quota. Each Volunteer firefighter candidate who has successfully completed the initial prerequisites and who has completed the requirements in Section 8, subsection (A), will be eligible to receive the County equipment and property as listed below, from the Volunteer Chief or Volunteer Training Officer. Firefighter one certification will be required to receive bunker gear.

9.2 NFPA Compliant protective clothing as follows: one (1) helmet with face shield, one (1) fire resistant hood, one (1) bunker coat, one (1) pair bunker pants with suspenders, one (1) pair protective boots, and one (1) pair gloves; Additional equipment to be issued includes one BCFR fanny pack with basic Bodily Substance Isolation (BSI) equipment. Wildland Web Gear one (1) set of Wildland Fire Personal Protective Equipment (pants, shirt, boots, gloves, goggles, jacket and over-pants and one (1) Fire Shelter) will be issued at the completion of the Wildland Firefighting Classes (S-130/S-190).

9.3 The Volunteer Firefighter will receive and sign for the County equipment and property issued to him/her. The Volunteer Chief or Training Officer is responsible for the inventory of said equipment and property, including bunker gear, and to make every effort to return said equipment upon the separation/termination of the volunteer.

9.4 Appointments for new or replacement gear must be made by the Agency's Chief or Training Officer, and may be scheduled Monday through Friday during normal business hours, with the coordination of the BCFR Volunteer Coordinator.

9.5 The firefighting equipment shall be either new issue or "approved for continued use" reissue equipment, and shall remain the property of the County. The County shall inspect the equipment provided to the Agency annually, and the Volunteer Chief shall inspect the equipment provided to the Agency at least quarterly, to ensure that the equipment remains serviceable and accounted for. The Agency shall maintain an inventory of said equipment. BCFR agrees to repair or replace any County owned equipment determined unapproved or unserviceable for use by BCFR and the Agency. The cost of such repair/replacement will be borne by the County when such repair/replacement is due to normal wear/use.

9.6 The Agency shall have four (4) options for the repair/replacement of any County owned equipment damaged or lost due to gross negligence. These options are as follows: a) the Agency may opt to replace the equipment themselves (with Department approved equipment); b) the Agency may opt to allow BCFR to replace the equipment, and the Agency will be responsible for reimbursing BCFR either in installments or in full; c) if the equipment is covered by insurance, the Agency may opt to allow BCFR to replace the equipment, and the Agency will be responsible for paying the insurance deductible; d) with the approval of BCFR the Agency may opt not to replace the equipment if said equipment is utilized solely for and by the Agency.

9.7 If a Volunteer leaves the organization for any reason, it will be the responsibility of the Volunteer Chief to ensure that all gear and equipment issued to that member be returned to BCFR Logistics Manager. BCFR agrees to assist the Agency in all reasonable efforts to collect BCFR issued gear & equipment from former volunteers, up to and including the pursuance of criminal charges.

9.8 The Agency may be held financially responsible for the insurance deductible and/or the depreciated value of an equipment loss or damage while under the care of the Agency, except for normal wear/use, or damage which occurred in the course of BCFR approved firefighting or rescue activities. The Agency is solely responsible to reimburse the County for the missing or damaged gear or equipment as outlined above and this may be accomplished through monthly deductions from the Agency compensation outlined in Section 13.

9.9 One (1) County or BCFR Identification Card and one (1) BCFR Accountability Tag with the appropriate Agency name and the individual's level of training will be issued to each qualified individual. The Identification Card/Tag shall be identical to those issued to all County Firefighting personnel, except as noted above and are to be carried by Volunteers when performing the services set forth in this contract. The Identification Card/Tag are to be returned to the Training and Personnel Section for those members who separate from the Agency. The Identification Card/Tag shall be issued every three (3) years. Physical examinations, paid for by the Department, will be required every two years. Physicals will be managed by BCFR management based on current member certifications and qualifications.

**SECTION 10 - PURCHASING:**

10.1 The Volunteer Chief may initiate a purchase order request to the Brevard County Fire Rescue, Logistics Division. All said requests will follow the applicable BCFR procedure for processing. The Volunteer Chief will attach, along with all BCFR required supporting documentation, a letter of commitment to reimburse the County for all completed purchases. When the Agency participates in a purchase with the County, the Agency shall be responsible only for payment of the apportioned amount of supplies, materials, service and/or equipment requested by the Agency. The Agency agrees to obtain the concurrence of the County in the specifications for capital equipment purchases made by the Agency, if such equipment is to be maintained by the County.

## **SECTION 11 - EQUIPMENT SUPPORT:**

11.1 The County will service/maintain fire extinguishers owned by the Agency or its agents, employees or representatives, where this equipment is used for the services provided by the Agency. The Volunteer Chief will attach with his/her request for support, the applicable incident number and justification that the product was used on.

11.2 It is understood that the Agency may utilize Station or Department basic expendable supplies with approval from the BCFR Volunteer Coordinator or approval by the station BCFR Lieutenant.

11.3 BCFR may agree to maintain and or logistically support Agency owned equipment so long as it is maintained in serviceable condition, and is deemed useful for the execution of BCFR's mission. Such an agreement may be documented in a separate contract or memorandum of understanding. In order for equipment, obtained by the volunteer agency, to be considered for maintenance and support by BCFR, it must have prior approval by the department.

## **SECTION 12 - INSURANCE:**

12.1 The County, through its self-insurance program, hereby agrees to provide and maintain, at all times during the term of this Agreement, without cost or expense to the Agency, policies of insurance generally known as comprehensive and general liability policies, insuring the Agency against any and all claims, demands, and causes of action, with the exclusion of willful and wanton conduct and/or gross negligence for injuries received or damage to property relating to the performance of any duty or obligation herein set forth. Such insurance shall insure the Agency for the terms and limits set forth under F.S. 768.28. The County hereby agrees to provide Workers' Compensation coverage for the Agency as long as they are acting within the scope of their duties. It is hereby mutually agreed and understood that coverage under the insurance policies hereinabove described shall be limited to those accidents or occurrences arising in the performance of those services set forth in Sections 4 and 7 of this Agreement and within County policies. It is further agreed and understood that

the County does not and shall not be obligated in any way to provide insurance coverage for any social, recreational, or fund raising activity sponsored or sanctioned by the Agency, except as specifically approved in writing by the County.

**SECTION 13 - EXPENSES:**

13.1 Should the Agency become unable to render such emergency services and/or fail to remain compliant with the section(s) of this contract, the Fire Chief or his/her designee may eliminate all or part of the Agency's monthly reimbursement, except if the Agency is unable in whole or part to remain compliant due to the Department's failure to comply with the terms of this contract. Each deduction will be handled on an individual basis between the Agency and Department.

13.2 During the County fiscal years covered by this agreement, monthly reimbursement for expenses incurred in the different service areas will be made as outlined in Appendix "A", unless modified by the Fire Chief.

13.3 BCFR also agrees to reimburse the Agency for personnel rehabilitation (nutrition and hydration) costs deemed necessary and incurred during prolonged emergency operations at significant incidents. Such expenses must be approved by the Volunteer Coordinator, District Chief, Assistant Department Chief, or Fire Chief. The back-up material required from the Agency will be the receipts incurred with the incident number of the emergency.

13.4 BCFR agrees to provide an increase to the monthly stipend for the Agency. The increase will take place in the month of October beginning that fiscal year. The increase amount will be equivalent to the change in the Consumer Price Index from the previous year, or 3%, as established by the Board of County Commissioners, whichever is less.

## **SECTION 14 - PERFORMANCE STANDARDS:**

14.1 The Agency is expected to respond to 50% of its requested responses. These responses will include, support for emergency events and or standby requests. The Agency agrees to provide response personnel levels of (1) volunteer officer, and (2) fire one certified personnel, at a minimum, for initial emergency response. All additional staffing should meet the minimum staffing requirements of BCFR.

14.2 In order to provide the volunteers with the resources to meet the performance standards detailed in this agreement, BCFR agrees to ensure that all of the equipment outlined in Section 9 is issued to eligible volunteers of the Agency in a timely fashion. BCFR agrees to not penalize the Agency for failure to meet performance standards if the Agency can demonstrate that BCFR's failure to provide equipment or support impaired the ability to respond or otherwise meet the performance standards.

14.3 The Agency must provide and document training sessions, provide copies of certificates and licenses, and keep detailed records of attendance as indicated in Section 8: "Training", and this section.

14.4 If an Agency receives fewer than 6 requests for service per month, BCFR may consider documented training and attendance records as part of an objective performance measurement. Agencies falling in this classification agree to provide to the County all applicable attendance records, in addition to the monthly training report. In this case (fewer than 6 pages/requests in one month), the additional minimum standards for nominal performance are as follows:

- 1) An average (of all volunteer firefighters on the Agency's roster) of 24 hours of in-station stand-by and/or active duty and/or training hours per member per month.
- 2) A minimum of 50% attendance at Agency conducted or sponsored training.

14.5 BCFR must provide to the Agency all normally distributed training materials, memos and briefings.

14.6 The Agency must provide records and reports as indicated in Section 16: "Records Inspection and Audit."

14.7 At the written request of the Agency, BCFR must provide to the Agency a copy of all of the call, run and related data that is used as a basis for measuring Agency performance.

14.8 BCFR agrees to include special details, standbys, or assignments towards the Agency's total call volume and response.

14.9 Failure of the Agency to meet the written performance requirements of this Agreement will be grounds for reduction or elimination of monthly stipends as outlined in this Agreement. In addition, BCFR will provide a written notification of the Agreement violation; the Agency will have thirty (30) days to respond and/or meet to discuss the punitive actions. The Agency will not be responsible for failure to meet performance requirements if such failure is a direct result of BCFR's inability to provide support and/or resources as identified in this Agreement.

#### **SECTION 15 – ASSIGNMENTS:**

15.1 Neither the Agency 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 16 - RECORDS INSPECTION AND AUDITS:**

16.1 The Agency hereby agrees to maintain financial records documenting receipt and deposit of funds paid by the County under Section 13 of this Agreement to enable the County or its designated agents to audit and confirm, under and to the extent

required by Chapter 119, Section 401.30, Florida Statutes, the actual receipt of such funds by the Agency.

16.2 The Brevard County Fire Chief or his/her designated representative shall have the right at any time to inspect all of the vehicles, emergency equipment, emergency reports, active firefighter personnel files, and public financial records, under and to the extent required by Chapter 119, Section 401.30, Florida Statutes, to ensure compliance of legal and contractual requirements set forth in this Agreement.

16.3 The Volunteer Chief agrees to maintain an inventory of all County equipment utilized by the Agency's operation. Upon request from the Fire Chief or his/her designee, the Volunteer Chief will forward a copy of said inventory within ten (10) working days of the request. The Agency further agrees to ensure that all equipment, gear and apparatus issued by the Department to the Agency are properly tested and maintained in accordance with the Department's test and maintenance plans, at no cost to the Agency.

16.4 The Agency agrees to maintain all records of membership status, training hours and certifications, duty hours, calls run, and any other records as required for compliance with local, county, state or federal rules and regulations.

16.5 BCFR agrees to provide no less than ten (10) working days notice before conducting any records search or audits with the exception of the Agency's equipment inventory surveys.

16.6 In the performance of this Agreement the Agency shall keep books, records, and accounts of all activities, related to this 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 Agency 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.

16.7 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 Agency in the United States or any other country.

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

Upon a request for public records related to this Agreement, the County or the Agency, 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 Agency, as the case may be.

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**SECTION 21 – NOTIFICATION:**

21.1 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:

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

Agency Chief  
Merritt Island Volunteer Fire Department  
300 Alma Boulevard  
Merritt Island, Florida 32953

21.2 Any notice to be sent to the County or the Agency 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 County or the Agency. 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 22 - ENTIRE AGREEMENT:**

22.1 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 23 – INTERPRETATION:**

23.1 Both the Agency 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 on the day and year first written above.

**ATTEST:**

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



Scott Ellis

Scott Ellis, Clerk

By: Curt Smith

Curt Smith, Chairman

Brevard County Commission

As Approved by the Board on 9/19/17

**Reviewed for Legal Form and Content:**

Becky Behl-Hill  
Becky Behl-Hill, Assistant County Attorney

**ATTEST:**

**Merritt Island Volunteer Fire Department, Inc.**

Don Flammio  
Signature/Title **ASST Chief**  
**DON Flammio**

Ken Ryan  
Chief/President

Merritt Island Volunteer Fire Department

Aaron Mergen  
Printed Name

**APPENDIX A**

<b>ZONE</b>	<b>SERVICE AREA BOUNDARIES</b>	<b>CONTRACTOR</b>	<b>LEVEL &amp; PAYMENT</b>
<b>D</b>	<b>Merritt Island</b>	Merritt Island Volunteer Fire Department, Inc., Stationed @ Station 41, Supporting Station 40, Station 42 and Station 43	Supplemental \$1478

**\*\* A unit responsible to the County as a primary response vehicle for Fire calls.**

**APPENDIX B**

**CLASS SIZE INFORMATION**

<b>COURSE</b>	<b>LENGTH</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Blood Borne Pathogens	4 Hours	5	20
Emergency Vehicle Operations	20 Hours	10	20
Hazardous Material Awareness	4 Hours	10	20
Incident Command System (ICS100, 200)	12 Hours	10	20
Hazardous Material Operations	24 Hours	10	20
First Responder	40 Hours	10	20
Fire Fighting I	205 Hours	15	20
Forestry (ICS100, ICS200, S-130, S-190)	40 Hours	10	20
CPR	8 Hours	10	20

**MINIMUM COURSE HELD**

It is agreed that the First Responder and Volunteer Minimum Standards (Fire Fighter I) Course will be held no less than one (1) time per year.

## APPENDIX C

### **“MAINTENANCE/FACILITY IMPROVEMENT COMPENSATION”**

For volunteer owned stations:

- A. The County agrees to reimburse for the purpose of routine SCBA Compressor Maintenance, Air Quality Monitoring, and associated vehicle insurance costs for vehicles provided by the County. Additional vehicles may be considered for insurance costs reimbursement at the discretion of the BCFR Fire Chief.
  
- B. The Agency and BCFR and/or the County may enter into additional agreements for the use of Agency-owned facilities or property.

**APPENDIX D**  
"Minimum Volunteer Levels"

<b>ZONE</b>	<b>Agency</b>	<b>Minimum Number of Volunteers</b>
D	Merritt Island Volunteer Fire Department Inc.; Stationed @ Station 41, Support 40, 42 and 43.	8

## AGREEMENT

**THIS AGREEMENT** (the "Agreement") entered into this 19 day of Sept., 2017 by and between", **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the **Mims Volunteer Fire Department, Inc.** hereinafter referred to as the "Agency".

### WITNESSETH:

**WHEREAS**, the County, on March 9, 1978, adopted Brevard County Ordinance No. 78-07, which authorized the execution of an agreement with the Volunteers for the providing of fire protection and rescue/emergency services within the unincorporated areas of Brevard County, Florida; and

**WHEREAS**, the County shall specify that the use of the Fire Stations and other County facilities may also be used by the Volunteers for meetings, approved recreational activities and the raising of independent funds for use by the Volunteers, within County policies; and

**WHEREAS**, the Volunteers are presently participating in the support of the operations of the Brevard County Fire Rescue, hereinafter referred to as Department,

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

### SECTION 1 - DEFINITIONS:

For the purposes of this Agreement, the following definitions shall apply:

**Agency:** Mims Volunteer Fire Department, Inc.

**County:** The Brevard County Board of County Commissioners

**Department:** Brevard County Fire Rescue (BCFR)

**SECTION 2 - TERM:**

This Agreement will be in force and effective upon the approval and signing of said Agreement by both parties and shall terminate on September 30, 2020.

**SECTION 3 – TERMINATION/AMENDMENT OF AGREEMENT:**

3.1 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.

3.2 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. The amendment must be approved and executed by both parties.

**SECTION 4- AGENT OF THE COUNTY:**

4.1 The Agency shall perform their duties and functions under this Agreement as an Agent of the County, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

4.2 As an “Agent of the County” incorporated with the State of Florida, each Agency may maintain their own governing administrative bodies, which will direct the Agency and maintain their respective rules, regulations, by-laws and other applicable Agency specific program. Nothing contained within this section or paragraph may be in conflict with Section 6.

**SECTION 5- SERVICES & COMPENSATION:**

5.1 The Agency shall provide emergency and firefighting services to the service area included within their response areas as indicated in Appendix A and will respond to other areas protected by BCFR whenever requested. The Agency shall also participate in other department related activities as requested by the Fire Chief when staffing, training, and resources are available.

5.2 The County shall compensate the Agency monthly, at the rate set forth in "Appendix A" and "Appendix C" of this agreement.

5.3 Payments shall be made, upon receipt of the Agency's Monthly Activity Report, and in compliance with this agreement.

**SECTION 6 - AREAS AND LEVELS OF RESPONSE:**

The Agency agrees to provide the service level to the response zone as indicated in Appendix "A."

**SECTION 7 - COMPLIANCE:**

7.1 All personnel covered herein shall comply with all Brevard County Fire Rescue's governing regulations and applicable standards, including but not limited to, those established by Brevard County and Brevard County Fire Rescue, the Florida State Fire Marshal, and the State of Florida. Furthermore, covered personnel shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all other County, State and Federal government bodies.

7.2 BCFR agrees to provide copies of all its governing regulations and applicable standards, including but not limited to, those standards established by Brevard County and Brevard County Fire Rescue for emergency services operations as may be revised from time to time. BCFR also agrees to provide training with regards to the aforementioned as outlined in Section 8 on Training.

7.3 It is understood that failure to comply with the above section, after BCFR has provided the related documents and training, may result in a reduction, suspension, or elimination of monthly stipends as determined by BCFR's Fire Chief.

7.4 At any time the Agency's membership drops to less than the minimum number of members, as specified in Appendix D, or the Agency's performance drops below the minimum standards established in Section 14, the monthly stipend may be reduced or

eliminated in an amount proportionate to the ratio of the membership shortfall to the nominal membership. The nominal number of volunteers shall be based on an analysis of the population, hazards/risks, the Agency's ability to respond, and other available resources in the Agency's primary coverage area.

7.5 BCFR agrees to process all completed volunteer applications (including returned reference/employment letters) in a timely fashion (90 days or less). If BCFR's application process fails to meet this standard, the Agency may count as volunteers, members of the Agency that are pending Department approval, so long as the volunteer satisfies all known application requirements to the best knowledge of the Agency. BCFR reserves the right to refuse or terminate any volunteer firefighter with just cause, or as a result of poor background checks.

7.6 All Active Volunteers shall be covered by liability and workers' compensation insurance, through the County, during the course of all training activities as authorized by BCFR and/or the Agency. Social and/or fund raising functions are excluded from coverage except for BCFR requested special event coverage/attendance.

## **SECTION 8 - TRAINING:**

8.1 The Agency agrees, with the support of the Department, to comply with all local, county, state and federal training statutes and rules, as they exist now, or in the future, for the term of this Agreement. Any changes (additions, deletions, or modifications) to the training required for the members of the Agency shall be documented in writing by the BCFR, and provided to the Agency, with a reasonable schedule for compliance. BCFR agrees to provide training to the minimum standards for volunteer firefighters, at reasonable intervals.

8.2 (A). Volunteer candidates' orientation schedule and Probationary Minimum Training:

- 1) An application must be received, a department background check conducted, and a successfully completed drug testing with a negative

result, then the Agency can either approve or deny the applicant. Applicants must provide to BCFR, for approval, copies of a basic First Aid and a BCFR approved CPR card prior to participating in Phase II training. It is understood and agreed that class attendance will dictate the actual frequency of the Training Division orientation/training schedule. It is also understood that a Volunteer or Agency will not be penalized for failing to comply with the training schedule, if BCFR fails to make the classes available with reasonable regularity. Class minimums and maximums are outlined in Appendix "B" of this Agreement. Upon approval, the following schedule is conducted:

**PHASE I** [approval to four (4) months] (Training and Personnel Section Orientation): This volunteer level is not qualified or certified to engage in active interior structural firefighting, or any activities in an Immediately Dangerous to Life and Health (IDLH) environment. The volunteer will not be issued structural fire fighting gear until successful completion of a Fire 1 or minimum standards class.

- 1) Background check
- 2) Physical Examination
- 3) County policies
- 4) Department rules, regulations, SOPs, organization chart.
- 5) Exposure control plan/blood borne pathogen standard.
- 6) Hazmat Awareness

**\*\*\* Eligible for EVOC Training (at the discretion of the agency).**

**\*\*\* *BCFR Identification Card issued upon completion of medical clearance paperwork.***

**PHASE II** [four (4) months to thirty six (36) months]:

- 1) State of Florida approved Firefighter I Course (minimum standards may substitute).

- 2) Emergency Medical Responder Course (EMT, Paramedic may substitute).
- 3) Wildland Firefighting Classes, to include ICS100, ICS200, S130 & S190.
- 4) EVOC
- 5) Federal Emergency Management online Classes IS100, IS200, IS700 and IS800b.

**PHASE III [36 months to sixty (60) months]:**

- 1) Department approved Driver Operator course.
- 2) Haz-Mat Operations course.
- 3) EMT-B
- 4) Command Training/Department approved officer training course.

**\*\*\*\* Must have Phase III certification to become a Volunteer Officer.**

8.2(B). Ongoing Training: The Agency agrees to require its active members to attend a minimum of 75% of the weekly and 50% of BCFR volunteer monthly training classes, when made available.

8.2(C). Training Attendance: The Volunteer Chief is responsible to ensure that all of the Agency's members that are registered for a Department sponsored class attend that class. Whenever possible, the Volunteer Chief will notify the Training Division at least 48 hours in advance of any student that will not be able to attend. The Agency understands that repeated absences or repeated no-shows of the members of the Agency registered for a class may result in a reduction or suspension of Department sponsored training. Furthermore, the Agency agrees to require active volunteer members to receive Department sponsored CPR and Blood Borne Pathogen training every two years.

8.2(D). Training Schedules: BCFR recognizes that the agents, employees and/or representatives of the Volunteers normally have other primary employment and will, therefore, ensure that this training is provided following normal business hours (after 5:00 p.m. local time) and/or on weekends.

#### **SECTION 9 – SUPPORT SERVICES:**

9.1 The County agrees to supply equipment (as outlined in this section), within budget constraints, to outfit up to a maximum of twenty-five (25) firefighters per volunteer organization (not per year). BCFR may approve an increase of this quota. Each Volunteer firefighter candidate who has successfully completed the initial prerequisites and who has completed the requirements in Section 8, subsection (A), will be eligible to receive the County equipment and property as listed below, from the Volunteer Chief or Volunteer Training Officer. Firefighter one certification will be required to receive bunker gear.

9.2 NFPA Compliant protective clothing as follows: one (1) helmet with face shield, one (1) fire resistant hood, one (1) bunker coat, one (1) pair bunker pants with suspenders, one (1) pair protective boots, and one (1) pair gloves. Additional equipment to be issued includes one BCFR fanny pack with basic Bodily Substance Isolation (BSI) equipment. Wildland Web Gear one (1) set of Wildland Fire Personal Protective Equipment (pants, shirt, boots, gloves, goggles, jacket and over-pants and one (1) Fire Shelter) will be issued at the completion of the Wildland Firefighting Classes (S-130/S-190).

9.3 The Volunteer Firefighter will receive and sign for the County equipment and property issued to him/her. The Volunteer Chief or Training Officer is responsible for the inventory of said equipment and property, including bunker gear, and to make every effort to return said equipment upon the separation/termination of the volunteer.

9.4 Appointments for new or replacement gear must be made by the Agency's Chief or Training Officer, and may be scheduled Monday through Friday during normal business hours, with the coordination of the BCFR Volunteer Coordinator.

9.5 The firefighting equipment shall be either new issue or "approved for continued use" reissue equipment, and shall remain the property of the County. The County shall inspect the equipment provided to the Agency annually, and the Volunteer Chief shall inspect the equipment provided to the Agency at least quarterly, to ensure that the equipment remains serviceable and accounted for. The Agency shall maintain an inventory of said equipment. BCFR agrees to repair or replace any County owned equipment determined unapproved or unserviceable for use by BCFR and the Agency. The cost of such repair/replacement will be borne by the County when such repair/replacement is due to normal wear/use.

9.6 The Agency shall have four (4) options for the repair/replacement of any County owned equipment damaged or lost due to gross negligence. These options are as follows: a) the Agency may opt to replace the equipment themselves (with Department approved equipment); b) the Agency may opt to allow BCFR to replace the equipment, and the Agency will be responsible for reimbursing BCFR either in installments or in full; c) if the equipment is covered by insurance, the Agency may opt to allow BCFR to replace the equipment, and the Agency will be responsible for paying the insurance deductible; d) with the approval of BCFR the Agency may opt not to replace the equipment if said equipment is utilized solely for and by the Agency.

9.7 If a Volunteer leaves the organization for any reason, it will be the responsibility of the Volunteer Chief to ensure that all gear and equipment issued to that member be returned to BCFR Logistics Manager. BCFR agrees to assist the Agency in all reasonable efforts to collect BCFR issued gear & equipment from former volunteers, up to and including the pursuance of criminal charges.

9.8 The Agency may be held financially responsible for the insurance deductible and/or the depreciated value of an equipment loss or damage while under the care of the Agency, except for normal wear/use, or damage which occurred in the course of BCFR approved firefighting or rescue activities. The Agency is solely responsible to reimburse the County for the missing or damaged gear or equipment as outlined above and this may be accomplished through monthly deductions from the Agency compensation outlined in Section 13.

9.9 One (1) County or BCFR Identification Card and one (1) BCFR Accountability Tag with the appropriate Agency name and the individual's level of training will be issued to each qualified individual. The Identification Card/Tag shall be identical to those issued to all County Firefighting personnel, except as noted above and are to be carried by Volunteers when performing the services set forth in this contract. The Identification Card/Tag are to be returned to the Training and Personnel Section for those members who separate from the Agency. The Identification Card/Tag shall be issued every three (3) years. Physical examinations, paid for by the Department, will be required every two years. Physicals will be managed by BCFR management based on current member certifications and qualifications.

#### **SECTION 10 - PURCHASING:**

10.1 The Volunteer Chief may initiate a purchase order request to the Brevard County Fire Rescue, Logistics Division. All said requests will follow the applicable BCFR procedure for processing. The Volunteer Chief will attach, along with all BCFR required supporting documentation, a letter of commitment to reimburse the County for all completed purchases. When the Agency participates in a purchase with the County, the Agency shall be responsible only for payment of the apportioned amount of supplies, materials, service and/or equipment requested by the Agency. The Agency agrees to obtain the concurrence of the County in the specifications for capital equipment purchases made by the Agency, if such equipment is to be maintained by the County.

## **SECTION 11 - EQUIPMENT SUPPORT:**

11.1 The County will service/maintain fire extinguishers owned by the Agency or its agents, employees or representatives, where this equipment is used for the services provided by the Agency. The Volunteer Chief will attach with his/her request for support, the applicable incident number and justification that the product was used on.

11.2 It is understood that the Agency may utilize Station or Department basic expendable supplies with approval from the BCFR Volunteer Coordinator or approval by the station BCFR Lieutenant.

11.3 BCFR may agree to maintain and or logistically support Agency owned equipment so long as it is maintained in serviceable condition, and is deemed useful for the execution of BCFR's mission. Such an agreement may be documented in a separate contract or memorandum of understanding. In order for equipment, obtained by the volunteer agency, to be considered for maintenance and support by BCFR, it must have prior approval by the department.

## **SECTION 12 - INSURANCE:**

12.1 The County, through its self-insurance program, hereby agrees to provide and maintain, at all times during the term of this Agreement, without cost or expense to the Agency, policies of insurance generally known as comprehensive and general liability policies, insuring the Agency against any and all claims, demands, and causes of action, with the exclusion of willful and wanton conduct and/or gross negligence for injuries received or damage to property relating to the performance of any duty or obligation herein set forth. Such insurance shall insure the Agency for the terms and limits set forth under F.S. 768.28. The County hereby agrees to provide Workers' Compensation coverage for the Agency as long as they are acting within the scope of their duties. It is hereby mutually agreed and understood that coverage under the insurance policies hereinabove described shall be limited to those accidents or occurrences arising in the performance of those services set forth in Sections 4 and 7 of this Agreement and within County policies. It is further agreed and understood that

the County does not and shall not be obligated in any way to provide insurance coverage for any social, recreational, or fund raising activity sponsored or sanctioned by the Agency, except as specifically approved in writing by the County.

**SECTION 13 - EXPENSES:**

13.1 Should the Agency become unable to render such emergency services and/or fail to remain compliant with the section(s) of this contract, the Fire Chief or his/her designee may eliminate all or part of the Agency's monthly reimbursement, except if the Agency is unable in whole or part to remain compliant due to the Department's failure to comply with the terms of this contract. Each deduction will be handled on an individual basis between the Agency and Department.

13.2 During the County fiscal years covered by this agreement, monthly reimbursement for expenses incurred in the different service areas will be made as outlined in Appendix "A", unless modified by the Fire Chief.

13.3 BCFR also agrees to reimburse the Agency for personnel rehabilitation (nutrition and hydration) costs deemed necessary and incurred during prolonged emergency operations at significant incidents. Such expenses must be approved by the Volunteer Coordinator, District Chief, Assistant Department Chief, or Fire Chief. The back-up material required from the Agency will be the receipts incurred with the incident number of the emergency.

13.4 BCFR agrees to provide an increase to the monthly stipend for the Agency. The increase will take place in the month of October beginning that fiscal year. The increase amount will be equivalent to the change in the Consumer Price Index from the previous year, or 3%, as established by the Board of County Commissioners, whichever is less.

**SECTION 14 - PERFORMANCE STANDARDS:**

14.1 The Agency is expected to respond to 50% of its requested responses. These responses will include, support for emergency events and or standby requests. The

Agency agrees to provide response personnel levels of (1) volunteer officer, and (2) fire one certified personnel, at a minimum, for initial emergency response. All additional staffing should meet the minimum staffing requirements of BCFR.

14.2 In order to provide the volunteers with the resources to meet the performance standards detailed in this agreement, BCFR agrees to ensure that all of the equipment outlined in Section 9 is issued to eligible volunteers of the Agency in a timely fashion. BCFR agrees to not penalize the Agency for failure to meet performance standards if the Agency can demonstrate that BCFR's failure to provide equipment or support impaired the ability to respond or otherwise meet the performance standards.

14.3 The Agency must provide and document training sessions, provide copies of certificates and licenses, and keep detailed records of attendance as indicated in Section 8: "Training", and this section.

14.4 If an Agency receives fewer than 6 requests for service per month, BCFR may consider documented training and attendance records as part of an objective performance measurement. Agencies falling in this classification agree to provide to the County all applicable attendance records, in addition to the monthly training report. In this case (fewer than 6 pages/requests in one month), the additional minimum standards for nominal performance are as follows:

- 1) An average (of all volunteer firefighters on the Agency's roster) of 24 hours of in-station stand-by and/or active duty and/or training hours per member per month.
- 2) A minimum of 50% attendance at Agency conducted or sponsored training.

14.5 BCFR must provide to the Agency all normally distributed training materials, memos and briefings.

14.6 The Agency must provide records and reports as indicated in Section 16: "Records Inspection and Audit."

14.7 At the written request of the Agency, BCFR must provide to the Agency a copy of all of the call, run and related data that is used as a basis for measuring Agency performance.

14.8 BCFR agrees to include special details, standbys, or assignments towards the Agency's total call volume and response.

14.9 Failure of the Agency to meet the written performance requirements of this Agreement will be grounds for reduction or elimination of monthly stipends as outlined in this Agreement. In addition, BCFR will provide a written notification of the Agreement violation; the Agency will have thirty (30) days to respond and/or meet to discuss the punitive actions. The Agency will not be responsible for failure to meet performance requirements if such failure is a direct result of BCFR's inability to provide support and/or resources as identified in this Agreement.

#### **SECTION 15 – ASSIGNMENTS:**

15.1 Neither the Agency 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 16 - RECORDS INSPECTION AND AUDITS:**

16.1 The Agency hereby agrees to maintain financial records documenting receipt and deposit of funds paid by the County under Section 13 of this Agreement to enable the County or its designated agents to audit and confirm, under and to the extent required by Chapter 119, Section 401.30, Florida Statutes, the actual receipt of such funds by the Agency.

16.2 The Brevard County Fire Chief or his/her designated representative shall have the right at any time to inspect all of the vehicles, emergency equipment, emergency reports, active firefighter personnel files, and public financial records, under and to the extent required by Chapter 119, Section 401.30, Florida Statutes, to ensure compliance of legal and contractual requirements set forth in this Agreement.

16.3 The Volunteer Chief agrees to maintain an inventory of all County equipment utilized by the Agency's operation. Upon request from the Fire Chief or his/her designee, the Volunteer Chief will forward a copy of said inventory within ten (10) working days of the request. The Agency further agrees to ensure that all equipment, gear and apparatus issued by the Department to the Agency are properly tested and maintained in accordance with the Department's test and maintenance plans, at no cost to the Agency.

16.4 The Agency agrees to maintain all records of membership status, training hours and certifications, duty hours, calls run, and any other records as required for compliance with local, county, state or federal rules and regulations.

16.5 BCFR agrees to provide no less than ten (10) working days notice before conducting any records search or audits with the exception of the Agency's equipment inventory surveys.

16.6 In the performance of this Agreement the Agency shall keep books, records, and accounts of all activities, related to this 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 Agency 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.

16.7 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 Agency in the United States or any other country.

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

Upon a request for public records related to this Agreement, the County or the Agency, 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 Agency, as the case may be.

#### **SECTION 17 - GRIEVANCES:**

17.1 All Grievances must be in writing and signed by the Volunteer Chief. Grievances will be submitted to either the Volunteer Coordinator or the Brevard County Fire Rescue Chief. Grievances must be reviewed by the BCFR within fourteen (14) working days of submittal. A response must be submitted to the Agency filing the grievance within twenty-one (21) working days of grievance submittal. Failure by BCFR to respond within the time limit provided is cause to bring the matter before the County Manager unless an extension is agreed to, in writing, by the Agency submitting the grievance.

#### **SECTION 18 - JURISDICTION, VENUE AND CHOICE OF LAW**

18.1 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 19 – ATTORNEY’S FEES AND COSTS:**

19.1 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 20 – SEVERABILITY:**

20.1 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 21 – NOTIFICATION:**

21.1 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:

BCFR Fire Chief/Director	Agency Chief
Brevard County Fire Rescue	Mims Volunteer Fire Department, Inc.
1040 S. Florida Avenue	2476 Taylor Avenue
Rockledge, Florida 32955	Mims, Florida 32754

21.2 Any notice to be sent to the County or the Agency 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 County or the Agency. 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 22 - ENTIRE AGREEMENT:**

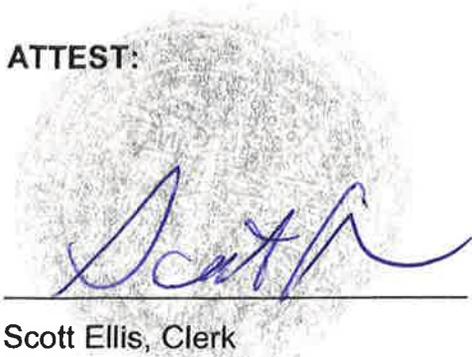
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**SECTION 23 – INTERPRETATION:**

23.1 Both the Agency 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 on the day and year first written above.

**ATTEST:**

  
Scott Ellis  
Scott Ellis, Clerk

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

By: Curt Smith  
Curt Smith, Chairman  
Brevard County Commission

As Approved by the Board on 9/19/17

Reviewed for Legal Form and Content:

Becky Behl-Hill  
Becky Behl-Hill, Assistant County Attorney

**ATTEST:**

Brian Claudius  
Signature/Title

Brian Claudius  
Printed Name

**Four Communities Fire Department, Inc.**

Volunteer Fire Chief  
Chief/President  
Four Communities Fire Department, Inc.

**APPENDIX A**

<b>ZONE</b>	<b>SERVICE AREA BOUNDARIES</b>	<b>CONTRACTOR</b>	<b>LEVEL &amp; PAYMENT</b>
<b>D</b>	<p>N= To Kings Hwy west of the Indian River and east of the FEC Railroad Tracks, to Curtis Blvd west of the Railroad Tracks to I95, and all areas west of I95 serviced via Fay Blvd.</p> <p>S= To SR 528 (unincorporated areas)</p> <p>W= To SR 407 and SR 528</p> <p>E= To the Indian River N= To Burkholm RD. on US 1;on I-95to Volusia County Line</p> <p>S= To Titusville City Limits on US 1 ; to Garden St. on I-95</p> <p>W= To the Volusia County Line</p> <p>E= To the Indian River ( to include Playlinda Beach if KSC does not Respond)</p>	<p>Mims Volunteer Fire Department Inc., Stationed @ Station 22, Supporting Station 21</p>	<p>Supplemental \$1478</p>

**\*\* A unit responsible to the County as a primary response vehicle for Fire calls.**

**APPENDIX B**

**CLASS SIZE INFORMATION**

<b>COURSE</b>	<b>LENGTH</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Blood Borne Pathogens	4 Hours	5	20
Emergency Vehicle Operations	20 Hours	10	20
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**MINIMUM COURSE HELD**

It is agreed that the First Responder and Volunteer Minimum Standards (Fire Fighter I) Course will be held no less than one (1) time per year.

## APPENDIX C

### **“MAINTENANCE/FACILITY IMPROVEMENT COMPENSATION”**

For volunteer owned stations:

- A. The County agrees to reimburse for the purpose of routine SCBA Compressor Maintenance, Air Quality Monitoring, and associated vehicle insurance costs for vehicles provided by the County. Additional vehicles may be considered for insurance costs reimbursement at the discretion of the BCFR Fire Chief.
  
- B. The Agency and BCFR and/or the County may enter into additional agreements for the use of Agency-owned facilities or property.

**APPENDIX D**

**"Minimum Volunteer Levels"**

<b>ZONE</b>	<b>Agency</b>	<b>Minimum Number of Volunteers</b>
D	Mims Volunteer Fire Department Inc. Operating from Station 22 in Mims Supports Station 21 and 22.	8