



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.22.

5/23/2023

Subject:

Board Approval: Interlocal agreement between Brevard County and the City of Satellite Beach for Automatic Aid.

Fiscal Impact:

None

Dept/Office:

Public Safety Group: Brevard County Fire Rescue

Requested Action:

It is requested the Board approve the attached interlocal agreement with the City of Satellite Beach for automatic aid and authorize the Chair to execute the agreement and delegate to the County Manager the authority to execute amendments or renewal options as outlined in the agreement.

Summary Explanation and Background:

The interlocal agreement allows for both agencies to respond with the closest available apparatus and personnel to the other's emergency, regardless of jurisdiction, in an effort to provide a more timely and effective response. Approval of the agreement will result in increased interagency first responder capability, while meeting the County's vision of providing for the health of our citizens.

The current agreement has been in place since November 1, 2011 and will terminate on May 31, 2023. The terms of the new agreement are updated to bring consistency between this agreement and those of our newer interlocal agreements.

Clerk to the Board Instructions:

Please return the fully executed interlocal agreement (2 copies) to Janine Ernst, Brevard County Fire Rescue, for recordation in the Official Record Books.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

May 24, 2023

MEMORANDUM

TO: Patrick Voltaire, Fire Chief Attn: Janine Ernst

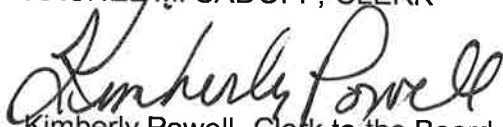
RE: Item F.22., Approval of Interlocal Agreement between Brevard County and the City of Satellite Beach for Automatic Aid

The Board of County Commissioners, in regular session on May 23, 2023, execute and approved the Interlocal Agreement with the City of Satellite Beach for automatic aid; and delegated the County Manager the authority to execute amendments or renewal options as outlined in the Agreement. Enclosed are two fully-executed Agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/sm

Encls. (2)

cc: County Manager
Public Safety Group

**INTERLOCAL AGREEMENT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF SATELLITE BEACH
REGARDING AUTOMATIC AID FOR FIRE PROTECTION AND RESCUE SERVICES**

THE INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 26 day of May, 2023, by and between **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida, (hereinafter referred to as the "County,") and the **City of Satellite Beach**, a municipality incorporated under the laws of Florida (hereinafter referred to as the "City.")

RECITALS:

WHEREAS, the parties desire to enter into this Agreement for the purposes of allowing the County and the City to share emergency resources and utilize closest unit response, so as to better protect the lives and property of their citizens; and

WHEREAS, the County and the City find that it is in their respective best interests, and that it is in the best interest of the public health, safety and welfare of their citizens, for the County and the City to share emergency resources; and

WHEREAS, this Agreement is authorized pursuant to Sections 125.01 (1) (p) and 163.01, Florida Statutes, as an Interlocal Agreement; and

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

SECTION 1. TERM:

This Agreement will commence and be effective upon its approval and execution by the elected governing bodies of both the County and the City and filing with the Clerk of the Circuit Court in and for Brevard County, Florida, and shall be effective for a period of five (5) years. After the initial five (5) year term, the agreement shall automatically renew each year, unless terminated or amended as described in Section 2.

SECTION 2. TERMINATION/REVISION OF AGREEMENT:

- 2.1** This Agreement may be terminated by either party, with or without cause, upon written notice of termination to the other party sixty (60) days prior to the date of such termination.
- 2.2** Either party may request that this Agreement be amended. Such request must be placed in writing and address the reason for the amendment as well as provide proposed amended language. In order to be deemed effective, the amendment must be approved

by the County Manager or designee and the City, and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

SECTION 3. SERVICES PROVIDED:

Except to the extent agreed herein, the County and the City agree that their respective fire rescue departments will provide primary emergency services within their own jurisdictions.

- 3.1 Statement of Reciprocity-** The County and the City agree to share both unique and common emergency response resources for the purposes of expeditious and effective emergency services delivery to County and City citizens alike. In that the services are provided in a mutually beneficial manner, there shall be no monetary payments to either the County or the City for services identified in this Agreement.
- 3.2 Automatic Aid-** To provide the highest level of protection possible within the Response Area defined herein, the County and the City hereby agree to provide Automatic Aid in a closest unit response mode for all emergency request for service including, but not limited to, first responder medical calls, fire calls, technical rescue calls, and hazardous materials calls. "Automatic Aid" means and refers to the automatic dispatch of, and response by, an emergency medical services unit and/or fire suppression unit to an emergency within an identified service area without the initiation of a mutual aid request. Automatic Aid shall be based on a mutually agreed upon (County and City) predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of, or along with, the Receiving Party, without regard to municipal City or unincorporated County boundaries. "Receiving Party" shall mean and refer to the authority having jurisdiction of the subject emergency location within the Response Area that is receiving automatic aid pursuant to this Agreement. "Responding Party" shall mean and refer to the authority responding to the request for automatic aid pursuant to this Agreement.
- a) Automatic Aid Response Area-** The geographical area, in which the County and the City agree to provide closest unit response automatic aid, is identified in Appendix A, incorporated herein by reference, which area shall be referred to as the Automatic Aid Response Area (or the "Response Area") and shall consist of the identified City municipal areas and County unincorporated areas.
- b) Predefined Unit Response Assignments –** The County and the City shall mutually agree on predefined unit response assignments for responding to emergency events within the Response Area. Closest unit response will be the single most important consideration in the development of predefined unit response

assignments. The term "closest unit" shall mean all closest units, including but not limited to, fire engine, pumper, rescue unit, ladder truck, tower, squad, battalion/supervisor unit, or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue, and other support units will be the closest units of appropriate type to provide the response to the emergency incident, and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the fire chiefs of the County and the City, and as may be otherwise required by law. Communications procedures and protocols between the County and the City will be continually monitored and reviewed by the fire chiefs and dispatch center directors. Policy and/or operational procedures will be regularly updated in order to promote operational efficiencies.

- c) **Officer in Charge** – It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until the earlier of mitigation of the incident, or upon scene control being transferred to an officer having authority within the jurisdiction where the incident occurred. The first arriving command officer, whether County or City, will function as the incident commander. In the case where the first arriving command officer is not of the authority having jurisdiction for the area, incident command shall be transferred to the command officer of the authority having jurisdiction upon the arrival of such command officer. While providing automatic aid in the Response Area, the Responding Party's personnel shall be subject to the orders and directions of the officer in charge of the operations.

- d) **Service Standard** – The Responding Party and Receiving Party shall utilize National Fire Protection Standard 1500, as defined in Florida Statute Section 633.508, to ensure that the Incident Command System, the Personnel Accountability System and the 2 in/2 out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for immediate termination, notwithstanding the notice provision set forth in Section 2. Both parties shall participate together in fireground company training on a quarterly basis.

- e) **Communication and Notification of Non-response** – Should either the County or the City be unable to respond and provide automatic aid in response to an emergency call within the Response Area, the declining party shall immediately notify the dispatch center of the authority having jurisdiction.

- f) **Release of Responding Party** – The Responding Party will be released from an automatic aid request by the Receiving Party as soon as is appropriate either

based upon operational consideration or when the Receiving Party has adequate resources on scene to mitigate the emergency, as determined by the officer in charge of the scene. The authority having jurisdiction will be responsible for conducting any fire investigation.

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

SECTION 4. NOTIFICATION:

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

David Abernathy, Fire Chief
Satellite Beach Fire Department
1390 S. Patrick Dr.
Satellite Beach, FL 32737

Patrick Voltaire, Fire Chief
Brevard County Fire Rescue
1040 S. Florida Avenue
Rockledge, FL 32955

With a copy to:

Courtney Barker, City Manager
City of Satellite Beach
565 Cassia Blvd.
Satellite Beach, FL 32737

Frank Abbate, County Manager
Brevard County Manager's Office
2725 Judge Fran Jamieson Way
Viera, FL 32940

Any notice to be sent to the County or the City under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class U.S. Mail, or by nationally recognized overnight courier to the last known address of the said County or the City, as the case may be, with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either party hereto may unilaterally change the person to whom a mailing is to be sent or the address of said person by giving notice to the other party as provided for herein.

SECTION 5. AUDITING, RECORDS AND INSPECTION:

5.1 In the performance of this Agreement, the County and the City shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial

Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or suspended 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 County and the City for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Florida Statutes and Section 401.30, Florida Statutes.

- 5.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County or the City pursuant to this Agreement shall be subject to copyright protection in the United States or any other country.
- 5.3 The County and the City agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.
- 5.4 Upon a request for public records related to this Agreement, the County or the City, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or the City, as the case may be.

SECTION 6. JURISDICTION, VENUE AND CHOICE OF LAW:

All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Agreement shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action, and any trial shall be nonjury.

SECTION 7. ATTORNEY'S FEES AND COSTS:

In the event of any litigation between the parties arising out of this Agreement, each party will bear its own attorney's fees and costs.

SECTION 8 SEVERABILITY:

If any section, paragraph, sentence, clause, phrase or word of this Agreement, is for any reason held by a court 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 9. INDEMNIFICATION/HOLD HARMLESS:

The parties agree to defend, hold harmless, and indemnify each other subject to the provisions of this section and within the limitations of Section 768.28, Florida Statutes, as amended from time to time. To the extent allowed by Section 768.28, Florida Statutes, all employees and agents of each Party acting within the scope of this Agreement shall be entitled to sovereign immunity. Each Party agrees to be liable to the activities of its respective trustees, officers, employees, and agents (collectively referred to as "personnel"). CITY agrees to defend, hold harmless, and indemnify COUNTY and its personnel from all claims, suits, judgments or damages, arising out of the acts or omissions of CITY, or CITY's employees or agents, subject to the sovereign immunity protections afforded to it under Florida law. COUNTY agrees to defend, hold harmless, and indemnify CITY and its personnel from all claims, suits, judgments or damages, arising out of the acts or omissions of COUNTY, or COUNTY's employees or agents, subject to the sovereign immunity protections afforded to it under Florida law. This indemnification shall not apply to loss, injury, death or damages arising by reason of the other Party's negligence, either in whole or in part, and/or its personnel. Nothing in this section shall be construed to require either Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability for the other Party or the negligence of its personnel.

This section applies to any act or omission done in accordance with the terms of this Agreement regardless of which party's jurisdiction said act or omission occurs.

Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of either Party's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision. This indemnification section shall survive the termination of this Contract.

SECTION 10 INDEPENDENT CONTRACTORS:

The County and the City are each independent Contractors of one another. It is specifically understood and agreed to by and between the parties hereto that a material provision in this Agreement is that the relationship between the County and the City is one in which each party and its employees are independent contractors of the other party, and not as agents, employees, joint ventures, or other partners and neither are entitled to any benefits of the other party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

SECTION 11. LIABILITY FOR EMPLOYEES/AGENTS:

Each jurisdiction shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees or volunteers (hereinafter "agents"). In no event shall either party's liability for damages exceed the monetary limits, or the type of damages

recoverable, under Section 768.28, Florida Statutes, as that section may be amended from time to time.

SECTION 12. ASSIGNMENTS:

Neither the County nor the City, 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's governing body.

SECTION 13. ENTIRE AGREEMENT:

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

SECTION 14. INTERPRETATION:

Both the County and the City have had the opportunity to consult with legal counsel and to participate in the drafting of this Agreement. Consequently, this Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.

SECTION 15. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

SECTION 16. SCRUTINIZED COMPANIES:

16.1 The Agency certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if the Agency or its subcontractors are found to have submitted a false certification; or if the Agency, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

16.2 If this Contract is for more than one million dollars, the Agency further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector

List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

- 16.3** Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if the Agency, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Agency, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.
- 16.4** The Agency agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.
- 16.5** As provided in subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable

SECTION 17. NON-EXCLUSIVE CONTRACT:

The Parties acknowledge that this Contract is not an exclusive contract and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserves the right to assign such work to the Agency as it may approve in the sole discretion of the County.

SECTION 18. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

- 18.1** The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract. Upon request, the Agency shall provide acceptable evidence of their enrollment at the time of the submission of the Agency's bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- 18.2** Agency shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
- 18.3** Agency agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with

the terms of Agency's enrollment in the program. This includes maintaining a copy of proof of Agencies and any subcontractors' enrollment in the E-Verify Program.

- 18.4** Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- 18.5** An Agency who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Agency hires or employs a person who is not eligible for employment.
- 18.6** Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION 19. COUNTERPARTS AND AUTHORITY:

This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

Signatures on the following page

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates of their duty authorized signatures affixed hereto.

ATTEST:

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


Rachel Sadoff, Clerk

By: 
Rita Pritchett, Chair

As approved by the Board on: May 23, 2023

Reviewed for BCFR Content:


Scott M. Jurgensen, Deputy Fire Chief

Reviewed for Legal Form and Content:


 5/1/2023
Becky Behl-Hill, Assistant County Attorney

ATTEST:

CITY OF SATELLITE BEACH, FLORIDA


Gwen Peirce, City Clerk

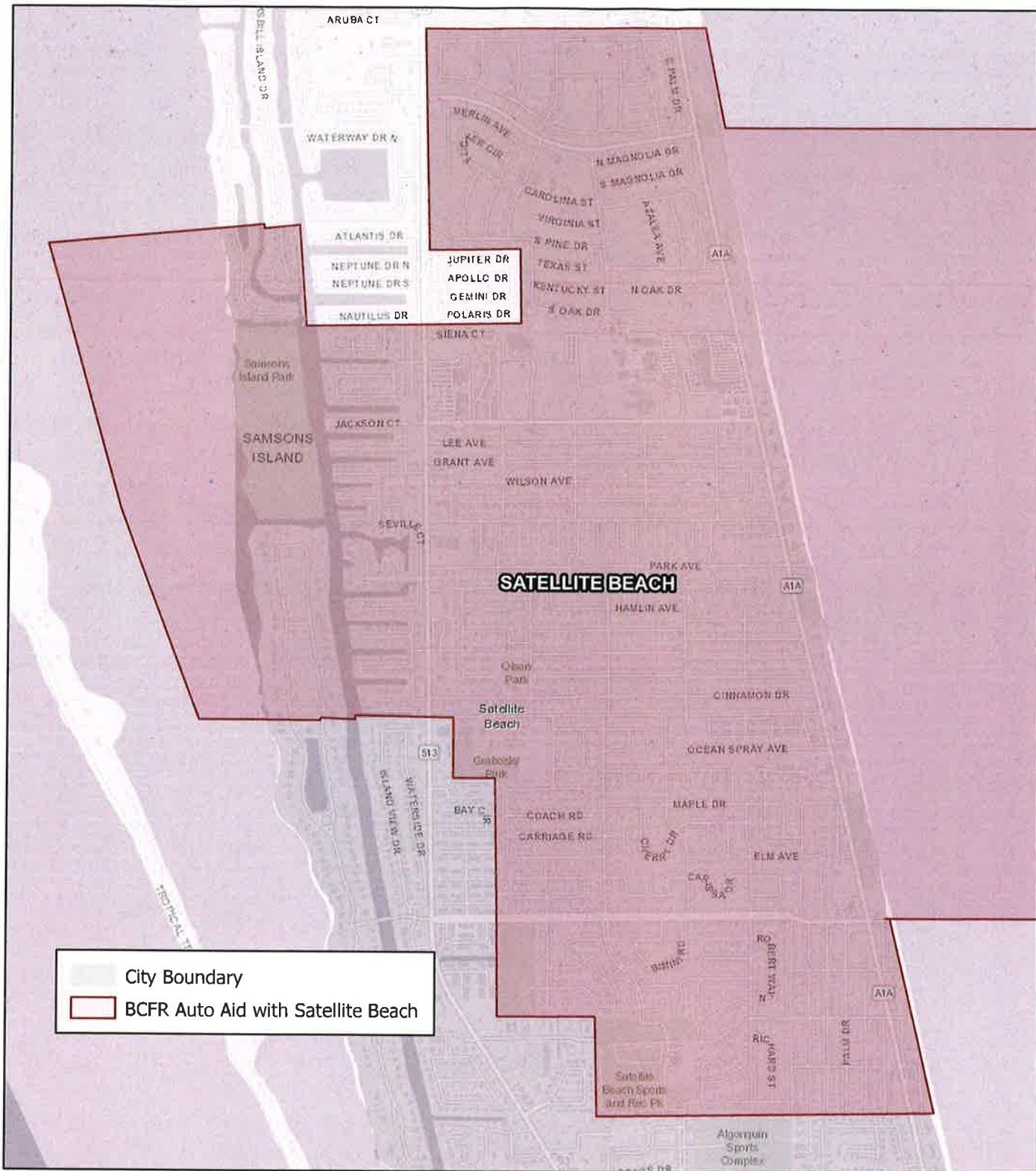

Steve Osmer, Mayor

HO  Reviewed for Satellite Beach Fire Dept. Content:

Reviewed for Legal Form and Content:


David Abernathy, Fire Chief


Jim Beadle, City Attorney



- City Boundary
- BCFR Auto Aid with Satellite Beach

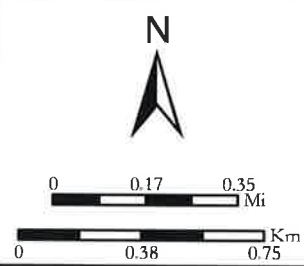


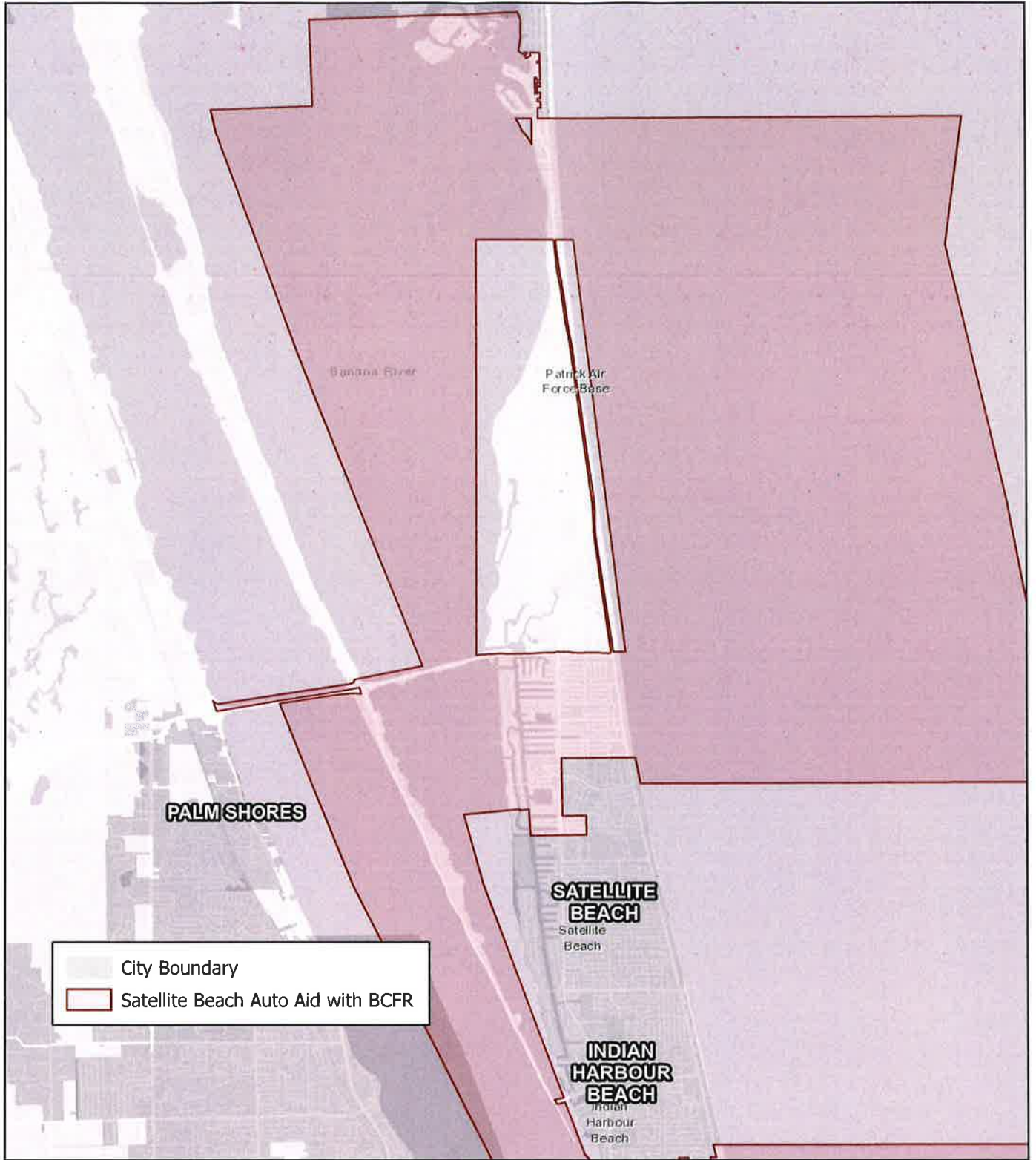
APPENDIX A

Esri, HERE, Brevard County, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, Esri, USGS, Brevard County Fire Rescue, Satellite Beach Fire Department.

2023

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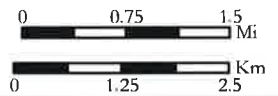


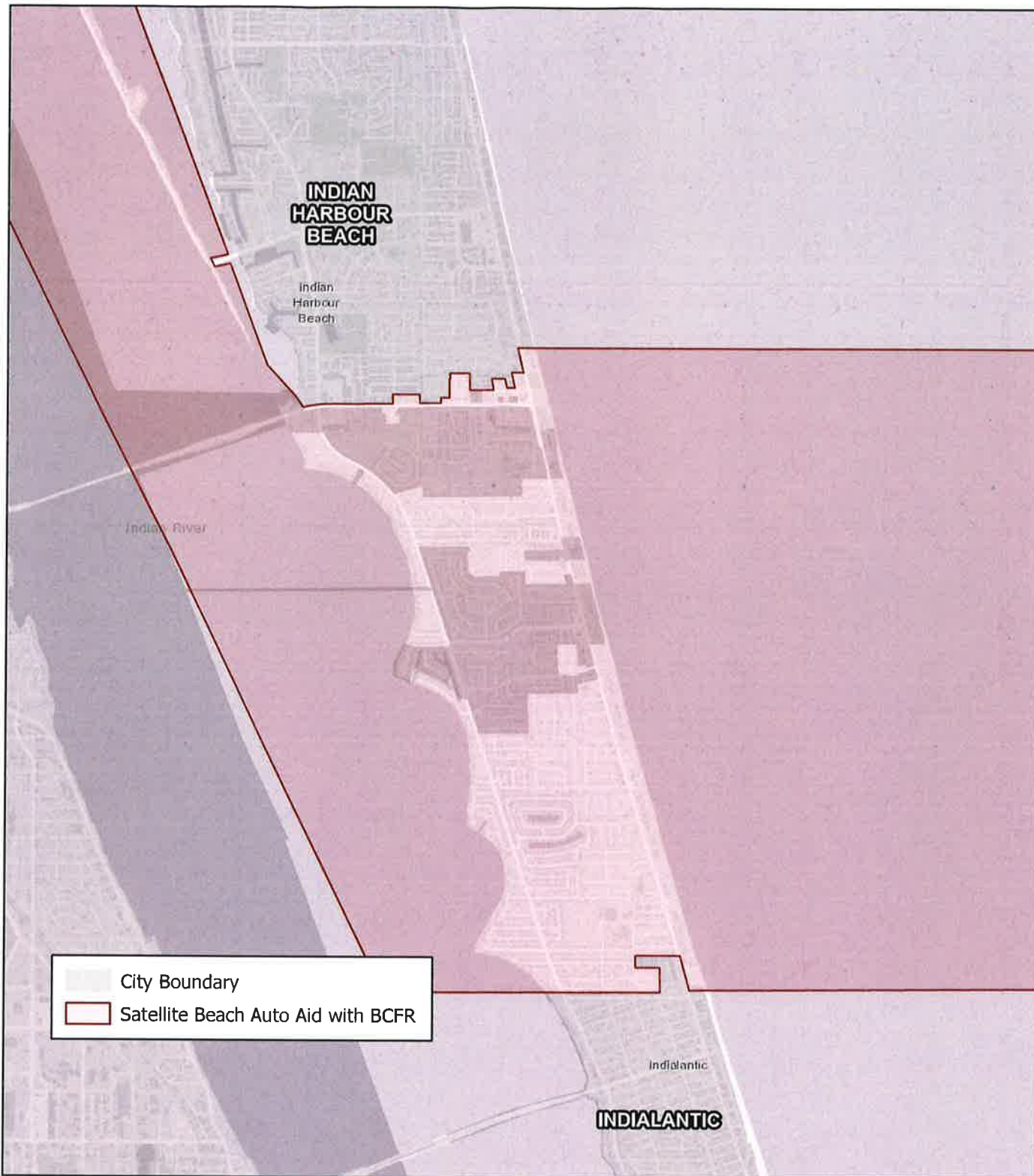
APPENDIX B

Esri, HERE, Brevard County, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, Esri, USGS, Brevard County Fire Rescue, Satellite Beach Fire Department.

2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet





<h1>APPENDIX C</h1>	
2023	
<small>Esri, HERE, Brevard County, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, Esri, USGS, Brevard County Fire Rescue, Satellite Beach Fire Department.</small>	
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