



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.15.

7/9/2024

Subject:

Board Approval: Renewal of Interlocal Agreement between the County and the United States Department of the Interior, United States Fish and Wildlife Service - Merritt Island National Wildlife Refuge.

Fiscal Impact:

None

Dept/Office:

Public Safety Group: Brevard County Fire Rescue

Requested Action:

It is requested that the Board of County Commissioners approve the renewal of the interlocal agreement and authorize the Chair to execute the agreement.

Summary Explanation and Background:

The U.S. Fish and Wildlife Service (USFWS), Merritt Island National Wildlife Refuge desires to renew the existing response support agreement for mutual aid responsibility during fire emergencies and prescribed fire procedures arising on lands that are administered by the U.S. Fish and Wildlife Service and protected by Brevard County Fire Rescue (BCFR).

The County (BCFR) & USFWS mutually agree when requested by either entity to reciprocally provide fire suppression support. Additionally, both entities will provide prescribed fire support on contiguous County / USFWS protected lands. All mutual support is subject to availability.

There is no financial obligation to either USFWS or the County for the reciprocal fire services identified in this Agreement.

Clerk to the Board Instructions:

Please return fully executed agreement to Janine Ernst, Brevard County Fire Rescue.



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

July 10, 2024

MEMORANDUM

TO: Chief Patrick Voltaire, Fire Rescue

RE: Item F.15., Approval for Renewal of Interlocal Agreement between the County and the United States Department of the Interior, United States Fish and Wildlife Service – Merritt Island National Wildlife Refuge

The Board of County Commissioners, in regular session on July 9, 2024, approved the renewal of the Interlocal Agreement between the County and the United States Department of the Interior, United States Fish and Wildlife Service – Merritt Island National Wildlife Refuge; and authorized the Chair to execute the Agreement. Enclosed is the fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

cc: Public Safety

INTERLOCAL AGREEMENT

BETWEEN THE

UNITED STATES DEPARTMENT OF THE INTERIOR,

United States Fish and Wildlife Service-Merritt Island National Wildlife Refuge

AND THE

**BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the
State of Florida**

THIS INTERLOCAL AGREEMENT is made and entered into by and between the United States Department of the interior, US Fish and Wildlife Service-Merritt Island National Wildlife Refuge, 1875 Century Blvd, Suite 310, Atlanta, GA 30345 (hereinafter the Service) and the Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Building C, Viera, Florida, 32940 (hereinafter the County).

THE AUTHORITY for the Service to enter into this Agreement with the County is given by Chapter VIII of the 1982 Supplemental Appropriations Act (P.L. 97-257) which authorizes the Secretary of the Interior to enter in contracts with State and local governmental entities, the authority of the Fish and Wildlife Coordination Act (16 U.S.C. Sections 661-666c), and the Fish and Wildlife Act of 1956 (16 U.S.C. 742 a-j).

THE AUTHORITY for the County to enter into this Agreement with the Service is given by Section 163.01, Florida Statutes, which authorizes the County to exercise jointly with any public agency of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately.

1. PURPOSE:

The Service and County are desirous of entering into an agreement for establishing emergency response, mutual assistance responsibility, and procedures in fire emergencies arising on lands within the boundaries of the Merritt Island and St Johns Wildlife Refuge (hereinafter Refuge), an area administered by the Service, and on lands protected by the County's Fire Rescue Department.

II. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Service and the County agree to accept the following responsibilities as they relate to Fire Protection, Training, and Prescribed Fire on lands protected by the County's Fire Rescue Department and lands protected by the Merritt Island NWR Fire Management Staff.

A. Fire Suppression

When requested by the County, the Service shall provide fire suppression support on lands outside the refuge subject to availability of Service staff and equipment.

1. When requested by the Service, the County shall provide fire suppression support on lands protected by the Service, subject to availability of COUNTY staff and equipment.

B. Training

1. Each party may assist the other's training activities including, but not limited to, wildland or structural firefighting courses, first aid and CPR training, use of training facilities and fire combat training and prescribed fire training. Request for said training can be made by either party.

C. Prescribed Fire

COUNTY specifically agrees to do the following:

1. Provide ignition materials, written burn plans, and all necessary permits associated with prescribed fire when conducting prescribed burns on contiguous COUNTY-protected lands.
2. Provide COUNTY equipment and trained operators to assist in prescribed fire operations on Service owned lands, subject to availability of COUNTY staff and equipment.

SERVICE specifically agrees to do the following:

1. Provide technical support to COUNTY staff in the preparation of plans for ecological land management activities including but not limited to, prescribed burning on contiguous COUNTY-protected lands.
2. Provide the Service equipment and trained operators to assist in prescribed fire on natural communities on contiguous COUNTY-protected lands, subject to availability of SERVICE staff, equipment, and funding.

D. Operation Procedure

1. COUNTY fire service will be provided upon SERVICE request. Such request will be made to the Brevard County Dispatch Center (identified in Attachment B of this Agreement).
2. SERVICE Fire service will be provided upon COUNTY request. Such request will be made to the Zone Fire Management Officer.
3. The contact numbers in Attachment B will be reviewed and updated by both parties annually. The principal contacts will be reviewed and updated by both parties as needed. Any changes will be made a part of this Agreement and may be approved by the County Fire Chief and SERVICE, upon approval of the County Attorney's Office, Risk Management and Purchasing Services.

E. COUNTY and the SERVICE further agree that:

1. The SERVICE and COUNTY will provide the reciprocal fire services within this Agreement at no cost.
2. This Agreement constitutes the full, complete, and entire understanding between the Parties. No modification or amendment of this Agreement is binding on either party unless such modification or amendment is made in writing and executed by both Parties. This Agreement is binding upon and inure to the benefit of the successors in interest, transferees, and assigns of the parties.
3. In the performance of this Agreement, the Parties will not discriminate against, or exclude from participation, any person on the grounds of race, creed, color, national origin, age, sex, or disability.
4. This Agreement is effective upon execution by both parties and its filing with the Clerk of the Circuit Court in and for Brevard County, Florida, and will continue in effect for five (5) years. Either party, upon thirty (30) days written notice of the other Party, may terminate this Agreement, with or without cause, in whole or in part.
5. The Parties will review this Agreement annually in December to discuss operational procedures or problems related to natural resource management on contiguous COUNTY-managed lands.
6. This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
7. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees or agents. However, nothing contained herein is intended to constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28, Florida Statutes, as may be amended from time to time.
8. In the event any litigation arises out of this Agreement between the Parties, each party shall bear its own attorney's fees and costs. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provision, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
9. Each party agrees to abide by all state, federal and local laws, and regulations in the performance of activities associated with the Agreement.
10. In the performance of this Agreement, the Parties agree to keep books, records, and accounts of all activities, related to this Agreement, in compliance with generally acceptable accounting procedures. The Parties agree that books, records, and accounts related to the performance of this Agreement are open to inspection during regular business hours by the custodian of such records and will be retained by the applicable Party as required by the applicable records retention schedule. The Parties agree that all records, books, and

accounts related to the performance of this Agreement are subject to applicable provisions of the Florida Public Records Acts, Chapter 119, Florida Statutes.

11. The parties specifically agree that the relationship between the County and the Service is one in which each party and its employees are independent contractors of the other party, and not agents, employees, joint venturers, or other partners, and neither are entitled to any benefits of the other party.

F. The principal contacts for this instrument are:

SERVICE

Greg Suszek
Zone Fire Management Officer
239-877-9545

COUNTY

Matthew Luisi
Assistant Chief of Fire Operations
321-633-2056

The parties agree that SERVICE's liability is governed by the Federal Tort Claims Act (28 U.S.C. 2671 es seq.), and the COUNTY's liability is governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the SERVICE and COUNTY have made and entered into the Agreement on the date hereinafter first written.

U.S. Fish and Wildlife

By: Brett E Hunter
Deputy Regional Director, Brett Hunter
Date: 5/20/24

**BREVARD COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: Jason Steele
Jason Steele, Chair

As Approved by the Board on: JUL 09 2024

ATTEST: Rachel Sadoff
Rachel Sadoff, Clerk Date JUL 09 2024

Reviewed for legal form and content:

L. Rebecca Behl-Hill 5/6/2024
L. Rebecca Behl-Hill Date
Assistant County Attorney

ATTACHMENT A

Maps of Boundary:

1. Merritt Island NWR
2. St Johns NWR
3. Pelican Island NWR

St John's National Wildlife Refuge Resources

- Burn Unit
- Refuge Boundary
- Main Roads

0 0.5 1 Miles

Fox L

SJ 6
(Fox Lake)
28 acres

SJ 6
(Tee)
184 acres

SJ 4
287 acres

SJ 2
634 acres

SJ 5
1520 acres

SJ 3
654 acres

SJ 1
855 acres

Hacienda Road

East Gate Rd.

SR 50



Source: Esri, DigitalGlobe, GeoEye, Earthstar, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS





ATTACHMENT B

1. Brevard County Fire Service contact number:
Dispatch Center 321-633-1766
2. Merritt Island National Wildlife Refuge contact number(s):

<u>NAME</u>	<u>CELL</u>
Greg Suszek (Duty Officer / ZFMO)	239-877-9545
Keith Ramos (Project Leader)	207-436-0000

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: US Fish & Wildlife Services-MI Nat'l Wildlife Refuge		2. Amount:
3. Fund/Account #: 1354/285300	4. Department Name: BCFR	
5. Contract Description: Fire Protection Svcs/Merritt Island & St Johns Wildlife Refuge		
6. Contract Monitor: Scott Jurgensen, DFC/Janine Ernst	8. Contract Type:	
7. Dept/Office Director: Patrick Voltaire, Fire Chief	INTERGOVT/FEDERAL	
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jurgensen, Scott <small>Digitally signed by Jurgensen, Scott Date: 2024.04.18 15:43:14 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2024.04.30 12:25:01 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i> 4/29/2024
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i> 4/18/2024

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>