



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

3431

10/26/2021

Subject:

Approval, Re: Interlocal Automatic Aid Agreement between the City of Cocoa Fire Department and Brevard County Fire Rescue (BCFR) and the Lease of the City of Cocoa's previous Fire Station #2 (BCFR Station #46).

Fiscal Impact:

\$1.00/year for the lease of BCFR Station #46 located at 113 S. Fiske Blvd.

Dept/Office:

Public Safety Group: Fire Rescue

Requested Action:

It is requested the Board adopt the interlocal automatic aid agreement between the City of Cocoa and Brevard County for fire and rescue protection to areas that are bordered by the City of Cocoa and unincorporated Brevard County; and approve the continuance of the lease agreement to occupy and operate an ambulance out of the BCFR Station #46, located at 113 South Fiske Boulevard, Cocoa for the sum of \$1.00 per year. There are no substantive changes from the interlocal automatic aid agreement that is currently in place.

Summary Explanation and Background:

Brevard County and the City of Cocoa each maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel. As the boundaries of the City of Cocoa and Brevard County are adjacent, the interlocal automatic aid agreement provides an efficient response model by dispatching the closest response units to an event. The agreement is mutually beneficial in daily business operations and especially during emergencies and disasters.

Response by Brevard County shall be in proportion to the amount and type of equipment/apparatus operated by City of Cocoa. Neither City of Cocoa nor Brevard County will receive payment for any expense incurred in conjunction with this service.

Brevard County will continue to lease BCFR Station #46 from the City of Cocoa for a sum of \$1.00 per year for the duration of the automatic aid interlocal agreement and will be responsible for any maintenance, repairs, and utilities costs.

The Cocoa City Council approved and passed the interlocal automatic aid agreement on October 12, 2021, with a 5-0 vote.

Clerk to the Board Instructions:

Return fully executed agreement to Pamela Barrett c/o Brevard County Fire Rescue, 1040 South Florida

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: CITY OF COCOA		2. Amount:	
3. Fund/Account #: 1350/5340000		4. Department Name: BCFR	
5. Contract Description: AUTOMATIC AID/FIRE PROTECTION/LEASE OF FIRE STATION #2			
6. Contract Monitor: AC PATRICK VOLTAIRE/PAMELA BARRETT		8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: MARK SCHOLLMAYER, FIRE CHIEF			
9. Type of Procurement: Select from pulldown:			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

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

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> <div><i>DPF Scott M. Jurgensen</i></div> <div>Scott M. Jurgensen 2021.08.12 14:22:11 -04'00'</div> </div>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> <div>Julie Jones</div> <div>Digitally signed by Julie Jones Date: 2021.09.14 13:40:06 -04'00'</div> </div>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> <div>Powers, Melissa</div> <div>Digitally signed by Powers, Melissa Date: 2021.09.02 10:37:50 -04'00'</div> </div>

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"/>



October 27, 2021

M E M O R A N D U M

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

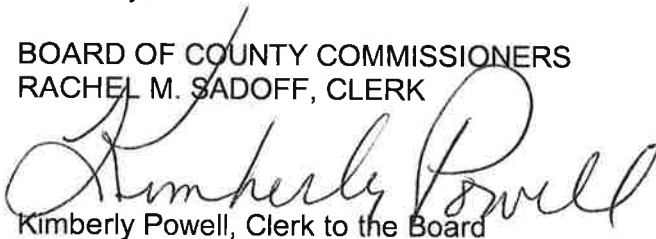
RE: Item F.15., Approval for Interlocal Automatic Aid Agreement Between the City of Cocoa Fire Department and Brevard County Fire Rescue (BCFR) and the Lease of the City of Cocoa's Previous Fire Station No. 2 (BCFR Station No. 46)

The Board of County Commissioners, in regular session on October 26, 2021, approved an Interlocal Automatic Aid Agreement between the City of Cocoa and Brevard County for fire and rescue protection to areas that are bordered by the City of Cocoa and unincorporated Brevard County; and approved the continuance of the Lease Agreement to occupy and operate an ambulance out of the BCFR Station No. 46, located at 113 South Fisk Boulevard, Cocoa for the sum of \$1.00 per year for the duration of the Agreement and is responsible for any maintenance, repairs, and utility costs. 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

/cld

Encl. (1)

cc: Public Safety
Budget
Finance

**INTERLOCAL AGREEMENT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE CITY OF COCOA REGARDING AUTOMATIC AID FOR FIRE PROTECTION AND
RESCUE SERVICES AND LEASE OF FIRE STATION #2 (BCFR Station #46)**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered by and between the **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **City of Cocoa**, a municipality incorporated under the laws of Florida, hereinafter referred to as the "City", and replaces that Interlocal Agreement entered into between the County and the City dated July 7, 2009, and hereinafter referred to as the "Original Agreement", and replaces Amendment No. 1, to the Original Agreement dated, February 9, 2010, hereinafter referred to as Amendment No. 1, and replaces the Interlocal Agreement for the Lease of Fire Station #2, dated, September 19, 2017, hereinafter referred to as the Lease Interlocal.

RECITALS:

WHEREAS, the Parties desire to enter into this Agreement for the purposes of securing automatic-aid first response fire protection and rescue service to each of the Parties, in specific areas and under certain conditions, so as to better protect the lives and property of its citizens; and

WHEREAS, the City currently owns and maintains the Fire Station #2 property located at 113 South Fiske Blvd. Cocoa, Florida 32922 (hereinafter referred to as "Fire Station #2"); and

WHEREAS, the County and City wish to continue with the current Lease Agreement for Fire Station #2 property; and

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

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

SECTION 1. TERM:

This Agreement will commence and be effective upon its approval and execution by the elected bodies of both the County and the City, and filing with the Clerk of the Circuit Court in and for Brevard County, Florida, 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. Termination/Revision of Agreement.

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. In the event this Agreement is terminated by either party, the Lease for Fire Station #2, a copy of which is attached

hereto as Addendum K, shall terminate on the same date as this Agreement unless otherwise mutually agreed upon by the parties in writing. To the extent that this provision is determined to be in conflict with Section 2 of the Lease this provision shall apply.

2.2 Either party may request that this Agreement be amended. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective governing bodies, 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 fire rescue departments will provide primary emergency services within their respective jurisdictions.

3.1 Statement of Reciprocity- The County and the City agree to share both unique and common emergency response resources for the purpose of expeditious and effective emergency service delivery to City and County citizens alike. In that the services are provided by both the County and the City in a mutually beneficial manner, there shall be no monetary payments to either the City or the County for services identified in this Agreement. For purposes of this section "services" does not include the rental sum of one dollar and no cents (\$1.00) for the lease of Fire Station #2.

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. "Automatic Aid" means and refers to the automatic dispatch of, and response by, an emergency medical services unit and/or fire suppression units to an emergency within an identified service area without the initiation of a mutual aid request. Automatic Aid shall be based on a mutually agreed upon (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 **County** shall provide Automatic Aid within the following incorporated boundaries of the City:

1. First Response fire protection and Advanced Life Support (ALS) first responder medical service to the geographical areas identified in the attached Addendums A, and E through J, to this Agreement; with
2. Single engine and single rescue first response fire protection to the incorporated areas bounded by the Indian River to the East, including the causeways, the St. Johns River to the West, Canaveral Groves Boulevard to the North, and the City of Rockledge boundary to the South.

The **City** shall provide Automatic Aid within the following unincorporated areas of the County:

3. First response Advanced Life Support (ALS) medical rescue service to the unincorporated enclaves identified in Addendums A through D, to this Agreement; with
4. Single engine first response fire protection to the unincorporated areas of the County bounded by the Indian River to the East, including the causeways, St. Johns River to the West, Camp Road to the North, and the City of Rockledge boundary to the South.

- (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. Response by fire, rescue, and other support units will be 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.
- (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 considerations or when the Receiving Party has adequate resources on scene to mitigate the emergency, as determined by the officer in charge of the scene. The authority having jurisdiction will be responsible for conducting any fire investigation.

3.3 Fire Station Facility Usage – The County shall continue the lease for Fire Station #2 property, located at 113 South Fiske Boulevard, Cocoa, Florida 32922, for the sum of one dollar and no cents (\$1.00) annually to provide and operate primarily EMS/ALS Ambulance Services and secondarily (if necessary) fire protection services within the jurisdictional limits of the City and unincorporated areas of Brevard County. The terms and conditions of the lease are contained within the Lease Agreement and fully incorporated herein. A copy of the fully executed Lease Agreement is attached hereto as Appendix K.

SECTION 4. ADDITIONAL EQUIPMENT:

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

SECTION 5. 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:

Jonathan Lamm, Fire Chief
Cocoa Fire-Rescue
1740 Dixon Boulevard
Cocoa, Florida 32922

Mark Schollmeyer, Fire Chief/Director
Brevard County Fire Rescue
1040 South Florida Avenue
Rockledge, Florida 32955

With a copy to:

Stockton Whitten, City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Frank Abbate, County Manager
Brevard County Manager's Office
2725 Judge Fran Jamieson Way
Viera, Florida 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 6. AUDITING, RECORDS AND INSPECTION:

6.1 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 69I-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the 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.

6.2 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.

6.3 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.

6.4 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 7. JURISDICTION, VENUE AND CHOICE OF LAW:

All questions pertaining to the validity and interpretations of this Agreement and the Lease Agreement attached hereto as Appendix K, 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 or the Lease Agreement attached hereto as Appendix K, 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 8. ATTORNEY'S FEES AND COSTS:

In the event of any litigation between the parties arising out of this Agreement or the Lease Agreement attached hereto as Appendix K, each party will bear its own attorney's fees and costs.

SECTION 9. 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 10. 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 for 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 11. INDEPENDENT CONTRACTORS:

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

SECTION 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 3.3(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.

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

ATTEST:


Rachel Sadoff, Clerk

(SEAL)

Reviewed for BCFR Content:


Scott M. Jurgensen, Deputy Fire Chief

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

By: 


Rita Pritchett, Chair

As approved by the Board on 10/26/21

Reviewed for Legal Form and Content:


Melissa Powers, Assistant County Attorney

ATTEST:


Garrie Shealy, City Clerk

(SEAL)

Reviewed for Cocoa Fire-Rescue Content:


Jonathan Lamm, Fire Chief

CITY OF COCOA, FLORIDA

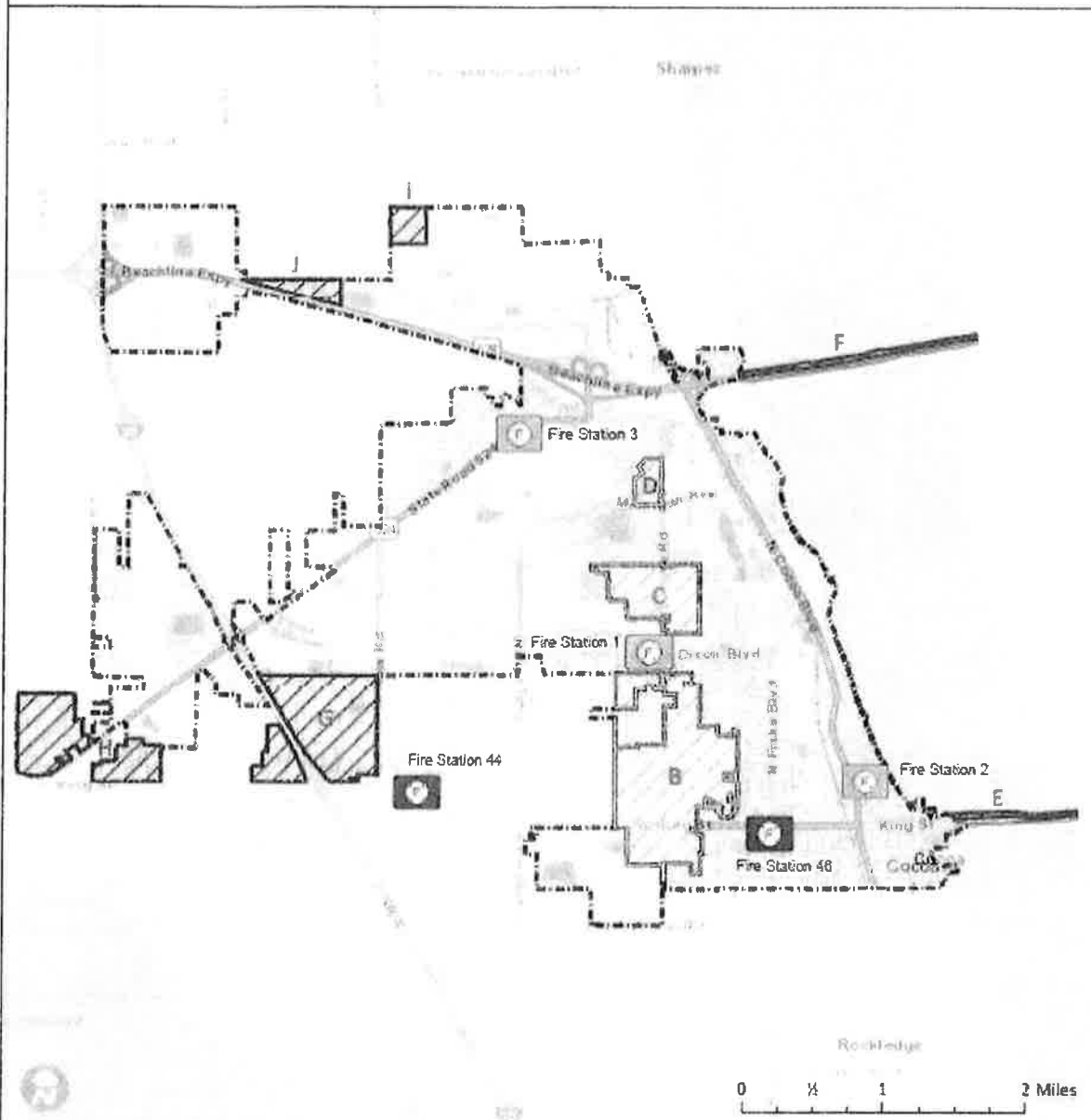
By: 

Michael C. Blake, Mayor

Reviewed for Legal Form and Content:


Anthony A. Garganese, City Attorney

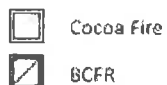
ADDENDUM A



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas



Fire Station Locations

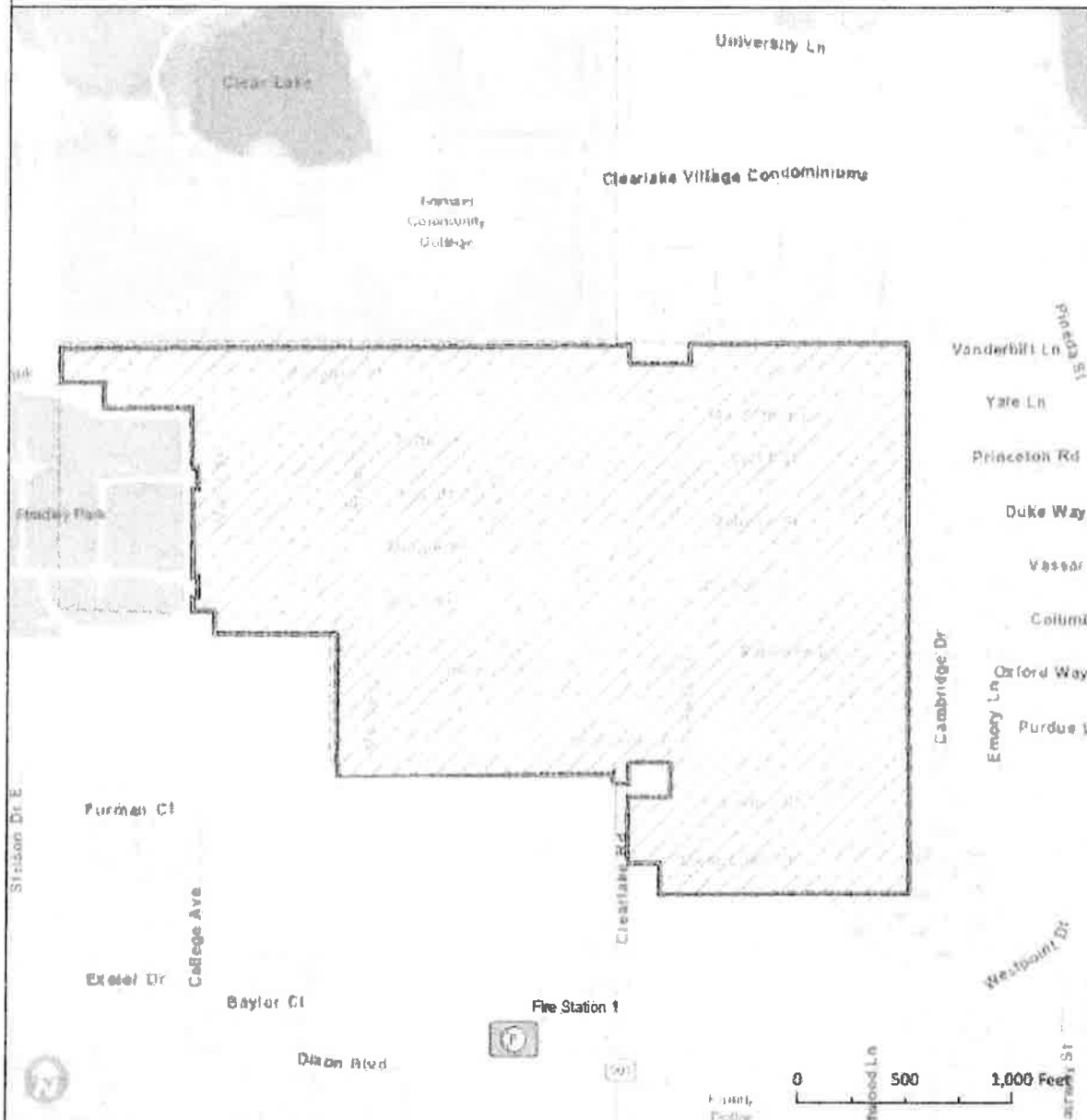


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ADDENDUM C



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas

-  Cocoa Fire
-  BCFR

Fire Station Locations

-  Cocoa Fire
-  Brevard County Fire Rescue



City Limits

Parcels

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ADDENDUM D



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas Fire Station Locations

-  Cocoa Fire
-  BCFR

-  Cocoa Fire
-  Brevard County Fire Rescue

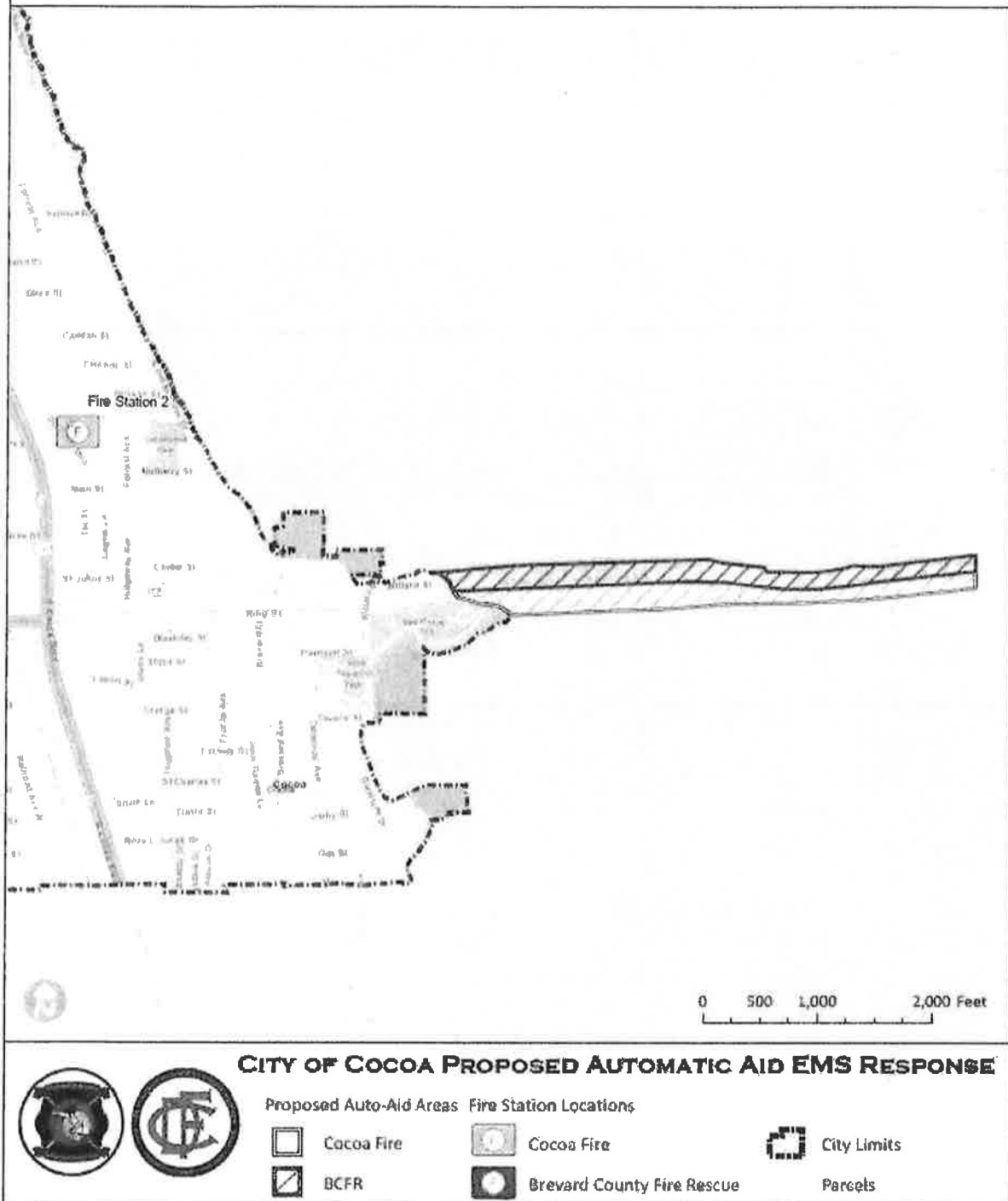
-  City Limits
-  Parcels

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ADDENDUM E

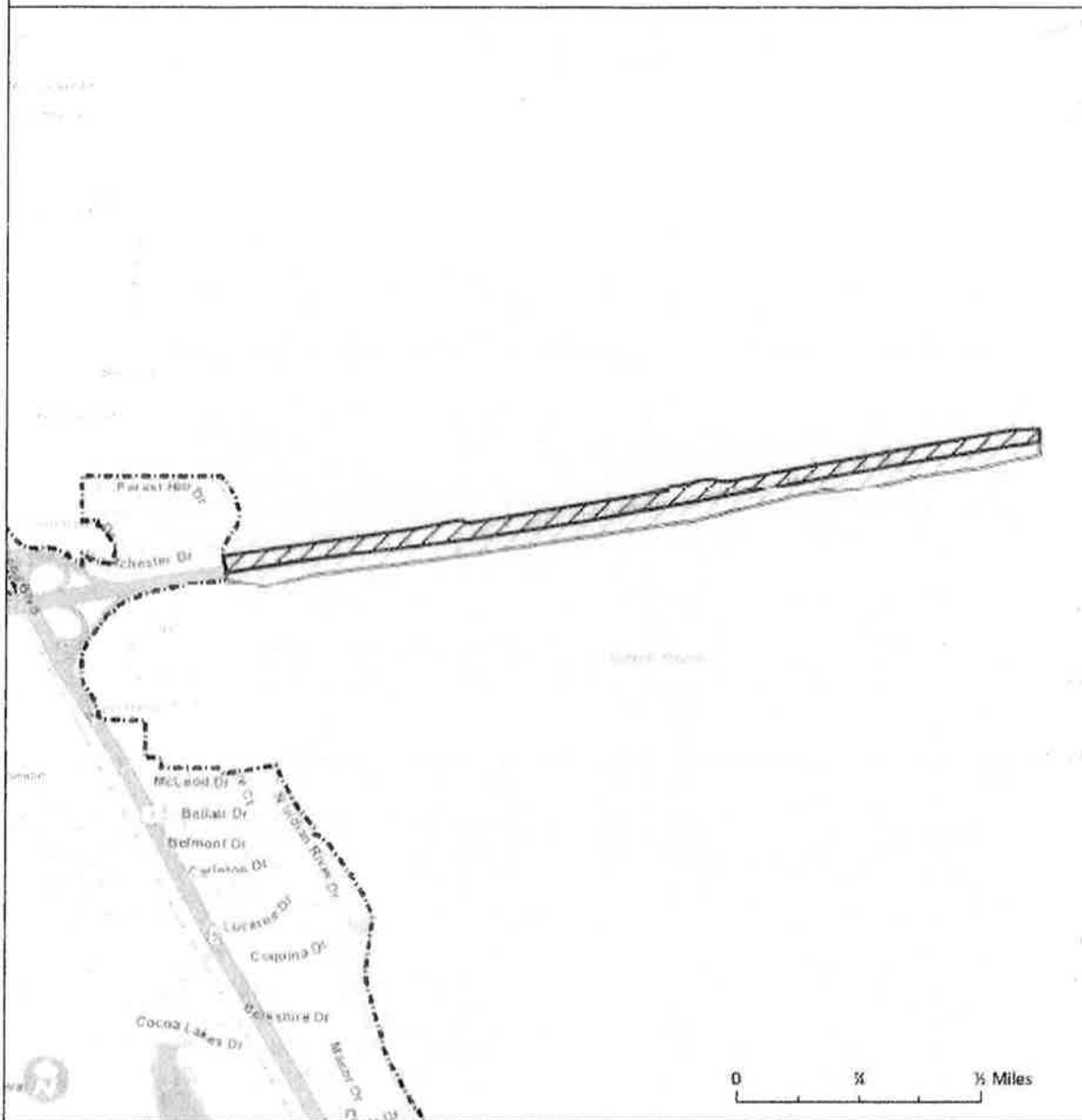


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ADDENDUM F



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas



Cocoa Fire



BCFR

Fire Station Locations



Cocoa Fire



Brevard County Fire Rescue



City Limits

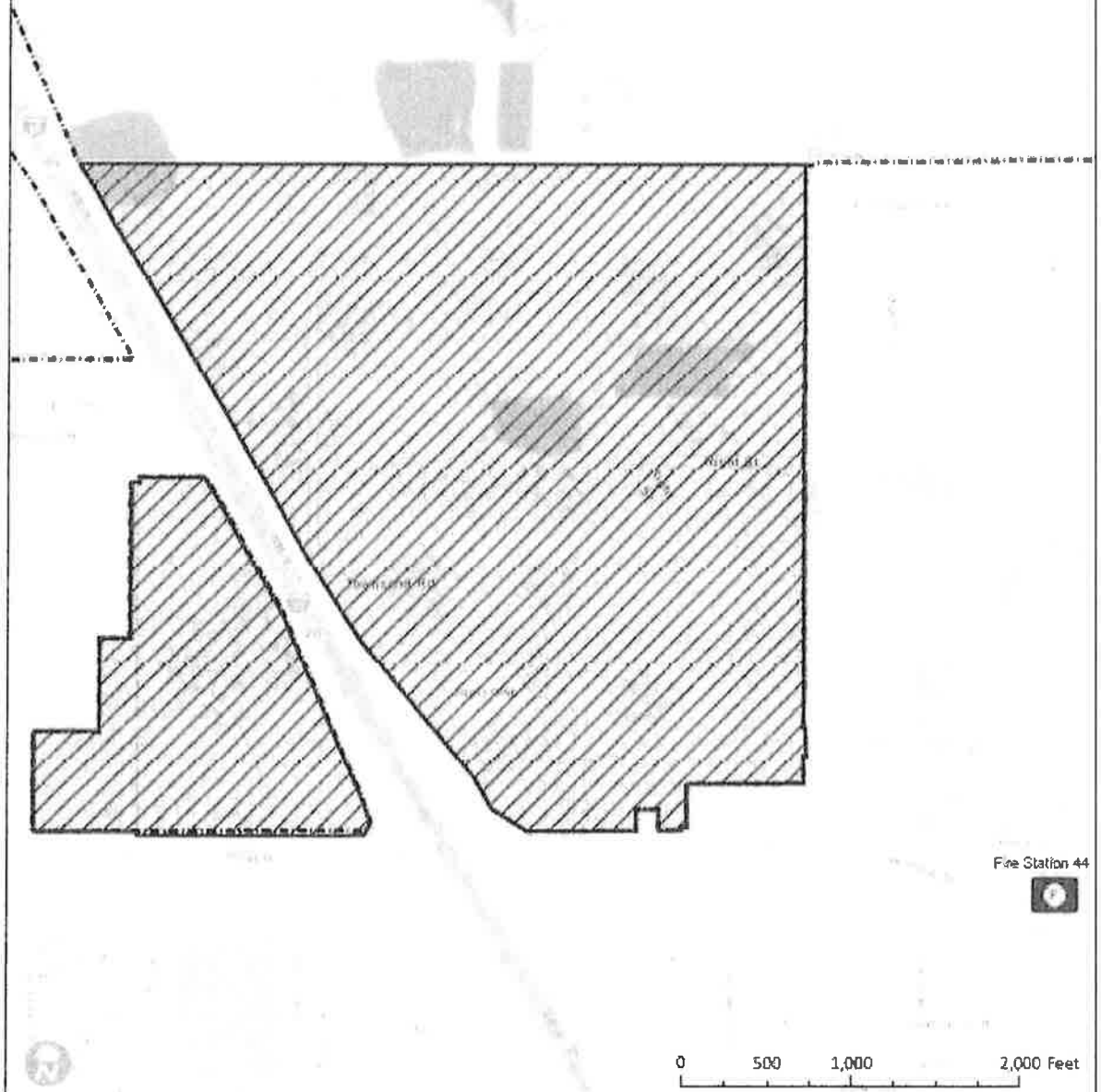
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ADDENDUM G



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas



Cocoa Fire



BCFR

Fire Station Locations



Cocoa Fire



Brevard County Fire Rescue



City Limits

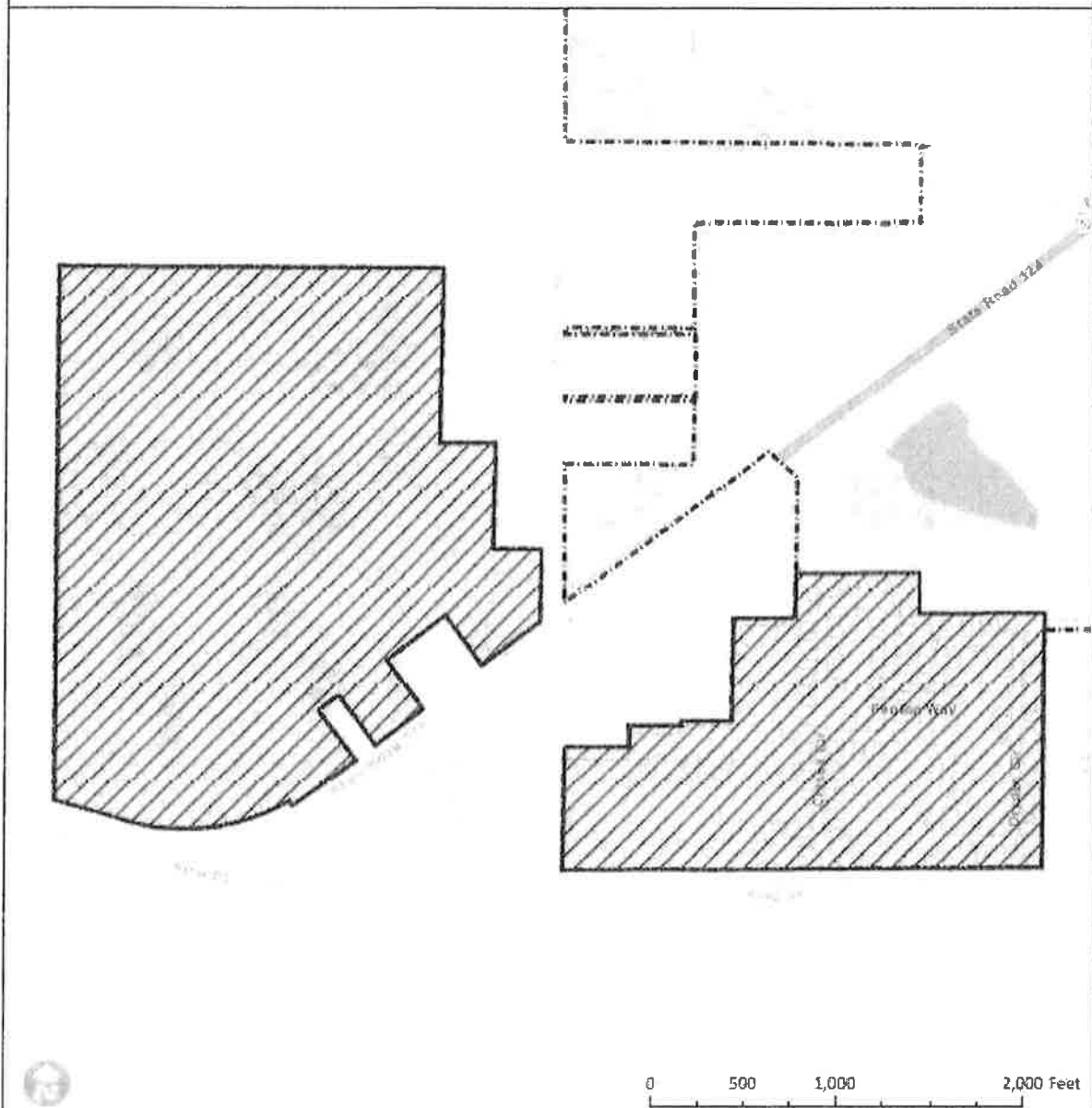
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ADDENDUM H



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas



Cocoa Fire



BCFR

Fire Station Locations



Cocoa Fire



Brevard County Fire Rescue



City Limits

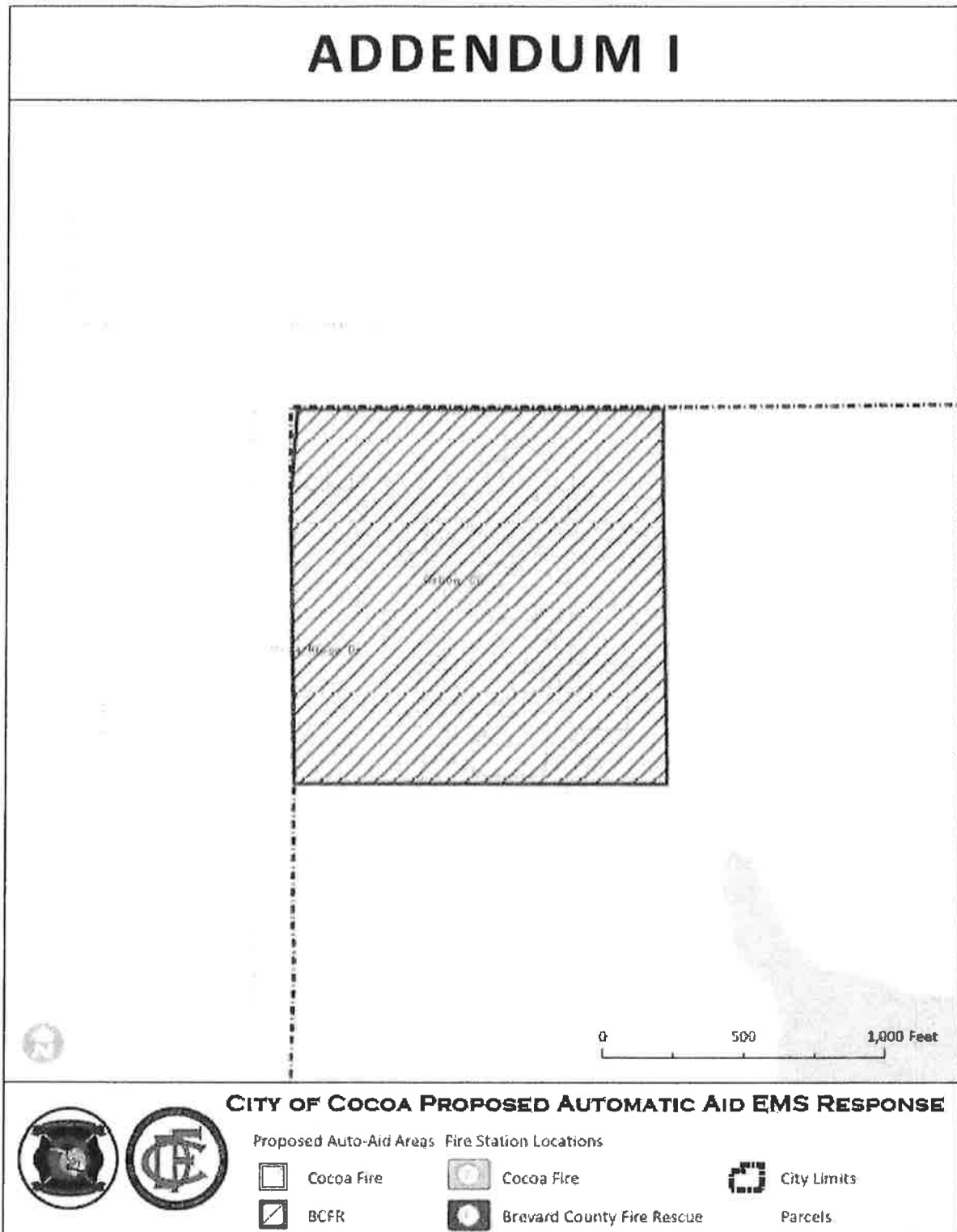
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ADDENDUM I

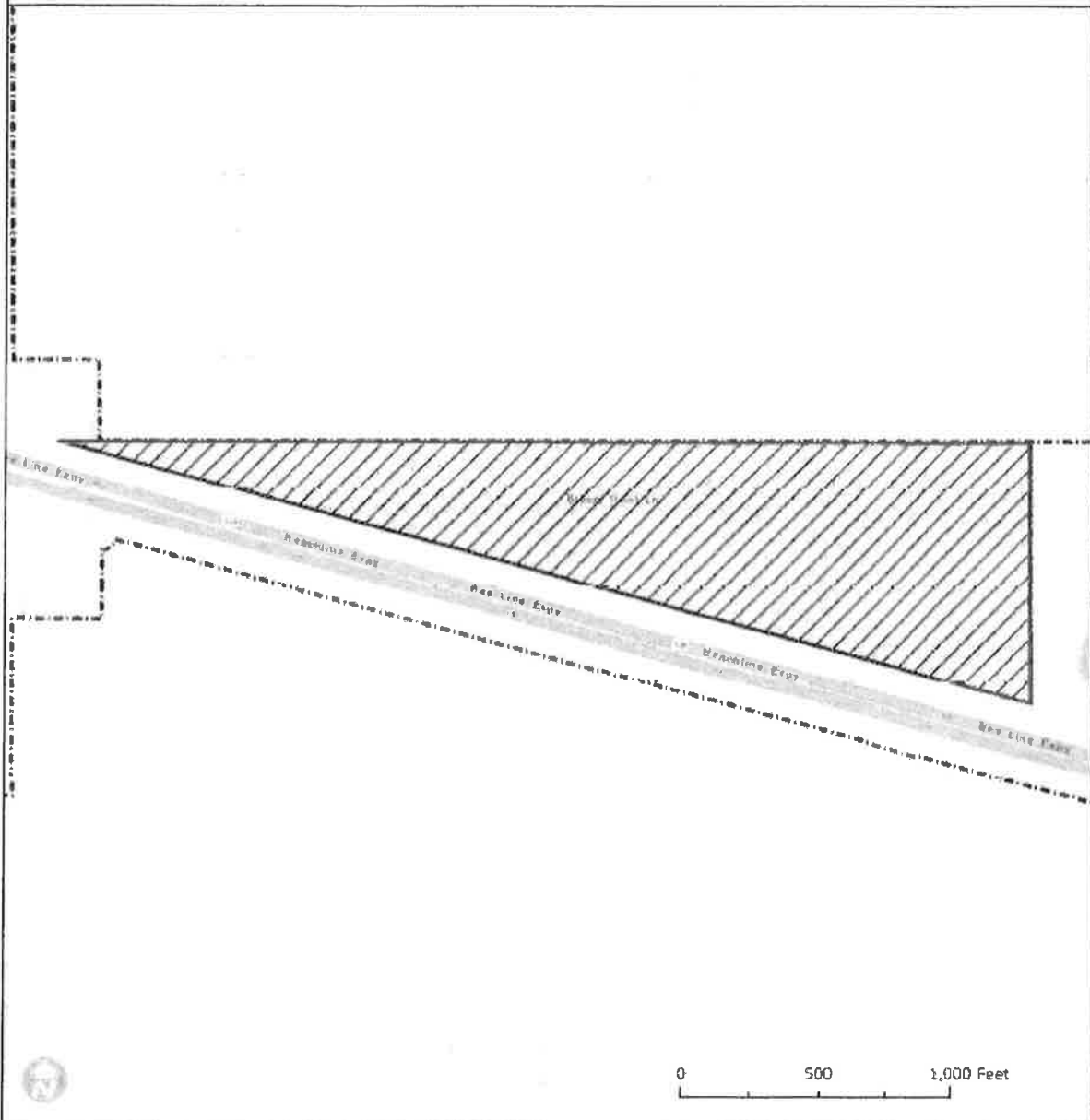


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ADDENDUM J



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas Fire Station Locations



Cocoa Fire



BCFR



Cocoa Fire



Brevard County Fire Rescue



City Limits

Parcels

Map printed 6/25/2021

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ADDENDUM K

SHORT FORM LEASE AGREEMENT COCOA FIRE STATION #2

This Agreement is made this 19 day of Sept., 2017 to be effective for the term stated herein, by and between the **CITY OF COCOA**, the Lessor, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" and **BREVARD COUNTY**, the Lessee, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, the CITY and COUNTY have entered into a separate INTERLOCAL AGREEMENT, dated _____, for purposes of allowing the COUNTY to provide and operate primarily EMS/ALS Services and secondarily (if necessary) fire protection services from the Fire Station #2 Property located within the jurisdictional limits of the city of Cocoa and legally described below ("Interlocal Agreement"), and,

WHEREAS, in furtherance of the Interlocal Agreement, the CITY has agreed to lease the CITY owned Fire Station #2 Property to the COUNTY,

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and the COUNTY agree as follows:

1. LEASED PREMISES

Legal Description: [INSERT LEGAL DESCRIPTION AND/OR MAP OF PROPERTY]

Physical Address: 113 South Fiske Blvd., Cocoa, Florida (inclusive of fire station building and rear paved parking area)

(Hereinafter referred to as Fire Station #2 Property)

2. TERM

The Agreement shall run concurrently with the Interlocal Automatic Aid Agreement between the CITY and COUNTY providing for the COUNTY to provide and operate primarily EMS/ALS Services and secondarily (if necessary) fire protection services from the Fire Station #2 Property with the following terms:

The Agreement shall be for five (5) years from the date of execution by the County and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall automatically renew for additional one (1) year terms unless terminated as described in Section 2. Termination/Revision of Agreement of the Interlocal Automatic Aid Agreement.

3. RENTAL

The COUNTY shall pay the CITY the sum of one dollar and no cents (\$1.00) annually.

4. REPAIRS AND MAINTENANCE

The COUNTY agrees to maintain, at its expense, during the term of this Agreement the Fire Station #2 Property in a clean condition, free from debris, normal wear and tear excepted. In addition, the COUNTY will provide maintenance services for the grounds and structural portion of the buildings, at its expense, including, but not limited to such items as perimeter roll-up doors, electrical system, underground storage tanks, HVAC, fire alarm/sprinkler system testing and inspection pest control, emergency generator power, roof repairs, doors, windows, walls and plumbing. The COUNTY shall also maintain, at its expense, all other portions of the building including daily cleaning, carpet, appliances, interior wall coverings, exterior doors, all furniture and fixtures and other such building items.

5. STRUCTURAL CHANGES OR MODIFICATIONS BY COUNTY

Any proposed changes, modifications, or capital improvements to the Fire Station #2 Property and buildings thereon by the COUNTY shall first be submitted to the CITY for review and approval. All changes, modifications, or capital improvements shall be at the COUNTY'S expense and must be permitted and constructed under all requirements of the CITY'S building codes.

6. UTILITIES

The COUNTY agrees to pay all including, but not be limited to, electric, water, cable, sewer, and solid waste removal through the term of this Agreement.

7. LIABILITY

The COUNTY assumes all liability for any and all losses and claims for damages as the result of its operations at the Fire Station #2 Property. The COUNTY agrees to defend, indemnify and hold the CITY harmless for all such losses and claims for damages as permitted by Florida Statute 768.28. Further, should the COUNTY purchase commercial insurance to finance such losses, the CITY shall be listed as an additional insured and it shall be understood that any such insurance shall be primary over any existing CITY insurance for losses and claims for damages arising out of the acts and operations of the COUNTY. If the COUNTY relies on Fire Legal Liability afforded by a Comprehensive General Liability Insurance policy to provide self coverage, the sub-limit must be increased by endorsement to adequately insure the replacement cost value of the Fire Station #2 leased facility. Nothing herein is intended to waive or limit the COUNTY's or CITY's right to sovereign immunity under Section 768.28, Florida Statutes or any other applicable provision of law.

8. CONTINUED USE

The COUNTY agrees it will not close, vacate, relocate or change the use of the Fire Station #2 Property unless permitted by the Interlocal Agreement. If the COUNTY closes, vacates, relocates or changes the use of Fire Station #2 Property without prior written approval of the CITY, then possession of the station so closed, vacated, relocated or changed shall revert to the CITY.

9. NOTICES

All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

For the CITY: City Manager
 City of Cocoa
 65 Stone Street
 Cocoa, Florida 32922
 (321) 433-8660

For the COUNTY: County Manager
 Brevard County
 2725 Judge Fran Jamieson Way
 Viera, Florida 32740
 (321) 633-2001

10. INTERLOCAL AGREEMENT


The terms and conditions set forth in the Interlocal Agreement are hereby fully incorporated herein by this reference.

11. MISCELLANEOUS.


This lease shall be governed by Florida law. Venue for any dispute shall be Brevard County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this instrument on their behalf, at the time set forth below.

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


CURT SMITH, CHAIRMAN


ATTEST:


Scott Ellis, Clerk of the Circuit and County Courts

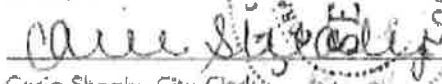
Approved as to Form and legal sufficiency:


Becky Behl-Hill, Assistant County Attorney

CITY OF COCOA, Florida


Henry U. Parrish, III, Mayor

ATTEST:


Carrie Shealy, City Clerk

Approved as to Form and legal sufficiency:


Anthony A. Garganese, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE CITY OF COCOA REGARDING AUTOMATIC AID FOR FIRE PROTECTION AND
RESCUE SERVICES AND LEASE OF FIRE STATION #2 (BCFR Station #46)**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered by and between the **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **City of Cocoa**, a municipality incorporated under the laws of Florida, hereinafter referred to as the "City", and replaces that Interlocal Agreement entered into between the County and the City dated July 7, 2009, and hereinafter referred to as the "Original Agreement", and replaces Amendment No. 1, to the Original Agreement dated, February 9, 2010, hereinafter referred to as Amendment No. 1, and replaces the Interlocal Agreement for the Lease of Fire Station #2, dated, September 19, 2017, hereinafter referred to as the Lease Interlocal.

RECITALS:

WHEREAS, the Parties desire to enter into this Agreement for the purposes of securing automatic-aid first response fire protection and rescue service to each of the Parties, in specific areas and under certain conditions, so as to better protect the lives and property of its citizens; and

WHEREAS, the City currently owns and maintains the Fire Station #2 property located at 113 South Fiske Blvd. Cocoa, Florida 32922 (hereinafter referred to as "Fire Station #2"); and

WHEREAS, the County and City wish to continue with the current Lease Agreement for Fire Station #2 property; and

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

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

SECTION 1. TERM:

This Agreement will commence and be effective upon its approval and execution by the elected bodies of both the County and the City, and filing with the Clerk of the Circuit Court in and for Brevard County, Florida, 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. Termination/Revision of Agreement.

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. In the event this Agreement is terminated by either party, the Lease for Fire Station #2, a copy of which is attached

hereto as Addendum K, shall terminate on the same date as this Agreement unless otherwise mutually agreed upon by the parties in writing. To the extent that this provision is determined to be in conflict with Section 2 of the Lease this provision shall apply.

2.2 Either party may request that this Agreement be amended. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective governing bodies, 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 fire rescue departments will provide primary emergency services within their respective jurisdictions.

3.1 Statement of Reciprocity- The County and the City agree to share both unique and common emergency response resources for the purpose of expeditious and effective emergency service delivery to City and County citizens alike. In that the services are provided by both the County and the City in a mutually beneficial manner, there shall be no monetary payments to either the City or the County for services identified in this Agreement. For purposes of this section "services" does not include the rental sum of one dollar and no cents (\$1.00) for the lease of Fire Station #2.

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. "Automatic Aid" means and refers to the automatic dispatch of, and response by, an emergency medical services unit and/or fire suppression units to an emergency within an identified service area without the initiation of a mutual aid request. Automatic Aid shall be based on a mutually agreed upon (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 **County** shall provide Automatic Aid within the following incorporated boundaries of the City:

1. First Response fire protection and Advanced Life Support (ALS) first responder medical service to the geographical areas identified in the attached Addendums A, and E through J, to this Agreement; with
2. Single engine and single rescue first response fire protection to the incorporated areas bounded by the Indian River to the East, including the causeways, the St. Johns River to the West, Canaveral Groves Boulevard to the North, and the City of Rockledge boundary to the South.

The **City** shall provide Automatic Aid within the following unincorporated areas of the County:

3. First response Advanced Life Support (ALS) medical rescue service to the unincorporated enclaves identified in Addendums A through D, to this Agreement; with
4. Single engine first response fire protection to the unincorporated areas of the County bounded by the Indian River to the East, including the causeways, St. Johns River to the West, Camp Road to the North, and the City of Rockledge boundary to the South.

- (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. Response by fire, rescue, and other support units will be 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.
- (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 considerations or when the Receiving Party has adequate resources on scene to mitigate the emergency, as determined by the officer in charge of the scene. The authority having jurisdiction will be responsible for conducting any fire investigation.

3.3 Fire Station Facility Usage – The County shall continue the lease for Fire Station #2 property, located at 113 South Fiske Boulevard, Cocoa, Florida 32922, for the sum of one dollar and no cents (\$1.00) annually to provide and operate primarily EMS/ALS Ambulance Services and secondarily (if necessary) fire protection services within the jurisdictional limits of the City and unincorporated areas of Brevard County. The terms and conditions of the lease are contained within the Lease Agreement and fully incorporated herein. A copy of the fully executed Lease Agreement is attached hereto as Appendix K.

SECTION 4. ADDITIONAL EQUIPMENT:

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

SECTION 5. 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:

Jonathan Lamm, Fire Chief
Cocoa Fire-Rescue
1740 Dixon Boulevard
Cocoa, Florida 32922

Mark Schollmeyer, Fire Chief/Director
Brevard County Fire Rescue
1040 South Florida Avenue
Rockledge, Florida 32955

With a copy to:

Stockton Whitten, City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Frank Abbate, County Manager
Brevard County Manager's Office
2725 Judge Fran Jamieson Way
Viera, Florida 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 6. AUDITING, RECORDS AND INSPECTION:

6.1 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 69I-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the 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.

6.2 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.

6.3 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.

6.4 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 7. JURISDICTION, VENUE AND CHOICE OF LAW:

All questions pertaining to the validity and interpretations of this Agreement and the Lease Agreement attached hereto as Appendix K, 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 or the Lease Agreement attached hereto as Appendix K, 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 8. ATTORNEY'S FEES AND COSTS:

In the event of any litigation between the parties arising out of this Agreement or the Lease Agreement attached hereto as Appendix K, each party will bear its own attorney's fees and costs.

SECTION 9. 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 10. 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 for 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 11. INDEPENDENT CONTRACTORS:

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

SECTION 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 3.3(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.

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

ATTEST:


Rachel Sadoff, Clerk
(SEAL)

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

By: 
Rita Pritchett, Chair
As approved by the Board on 10/26/21

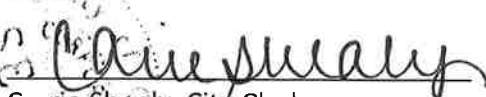
Reviewed for BCFR Content:


Scott M. Jurgensen, Deputy Fire Chief

Reviewed for Legal Form and Content:


Melissa Powers, Assistant County Attorney

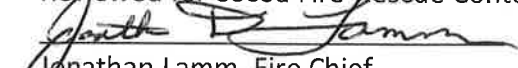
ATTEST:


Garrie Shealy, City Clerk
(SEAL)

CITY OF COCOA, FLORIDA

By: 
Michael C. Blake, Mayor

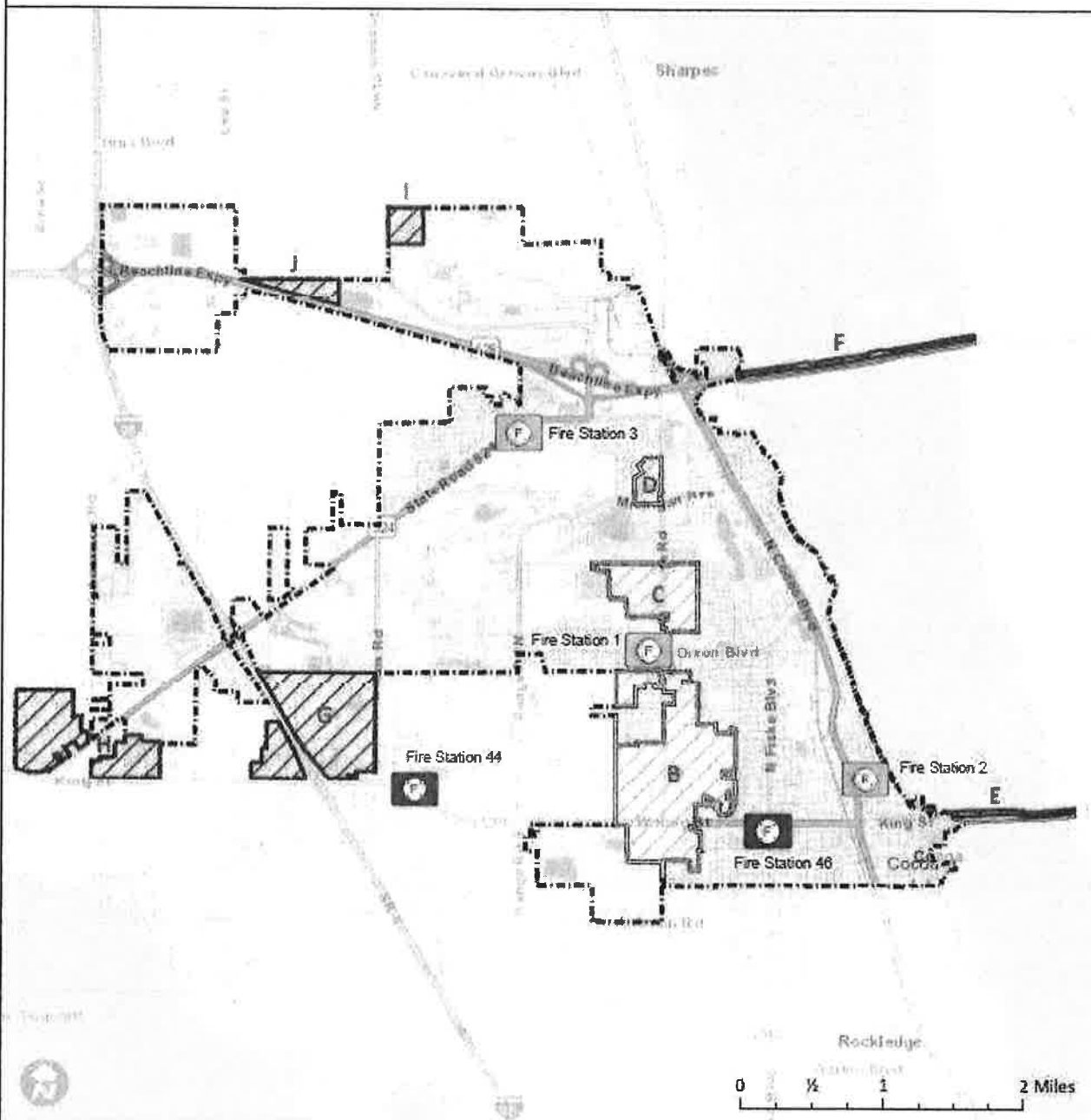
Reviewed for Cocoa Fire-Rescue Content:


Jonathan Lamm, Fire Chief

Reviewed for Legal Form and Content:


Anthony A. Garganese, City Attorney

ADDENDUM A



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas Fire Station Locations



Cocoa Fire



BCFR



Cocoa Fire



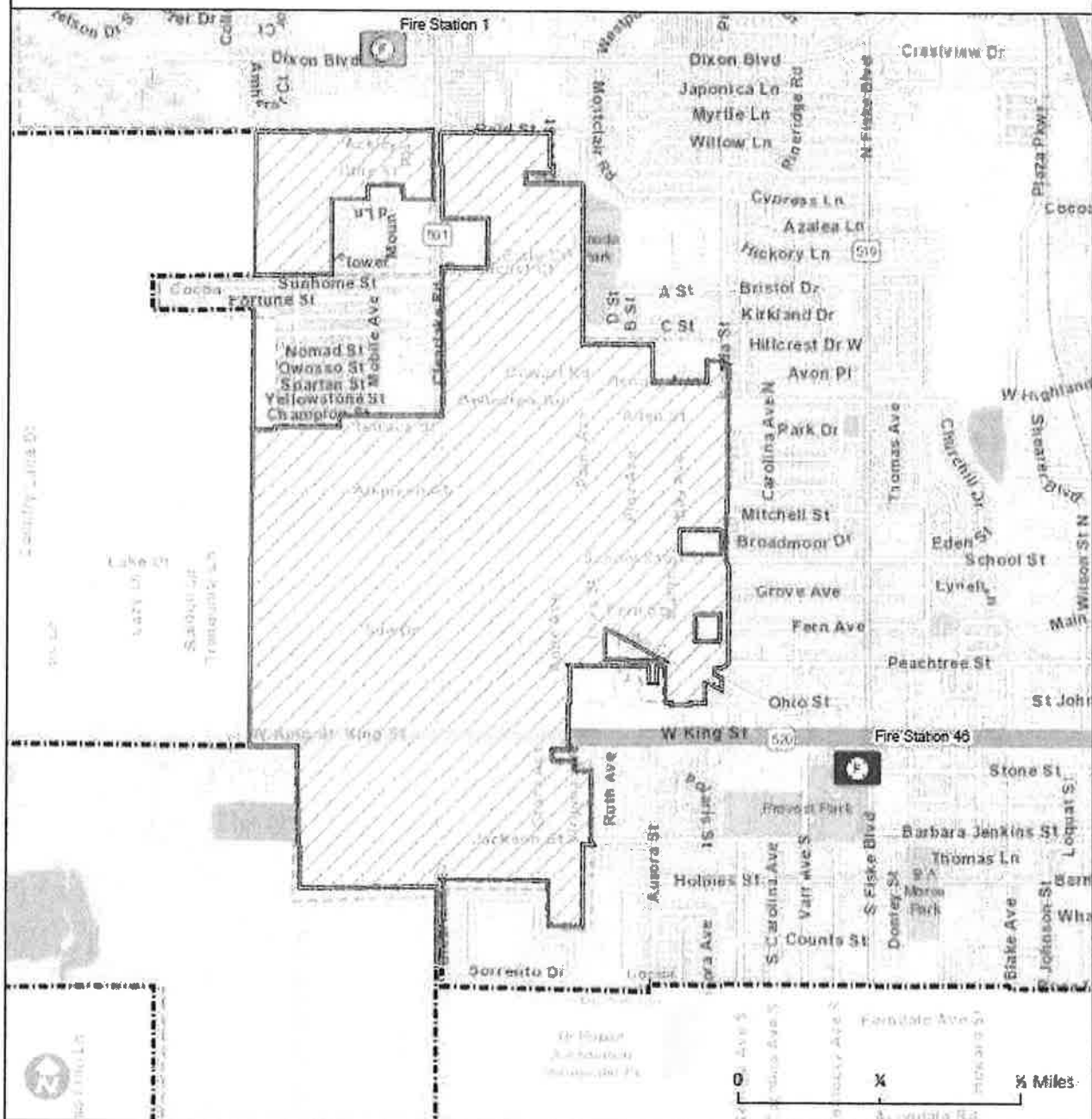
Brevard County Fire Rescue



City Limits

Parcels

ADDENDUM B



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas Fire Station Locations



Cocoa Fire



BCFR



Cocoa Fire



Brevard County Fire Rescue



City Limits

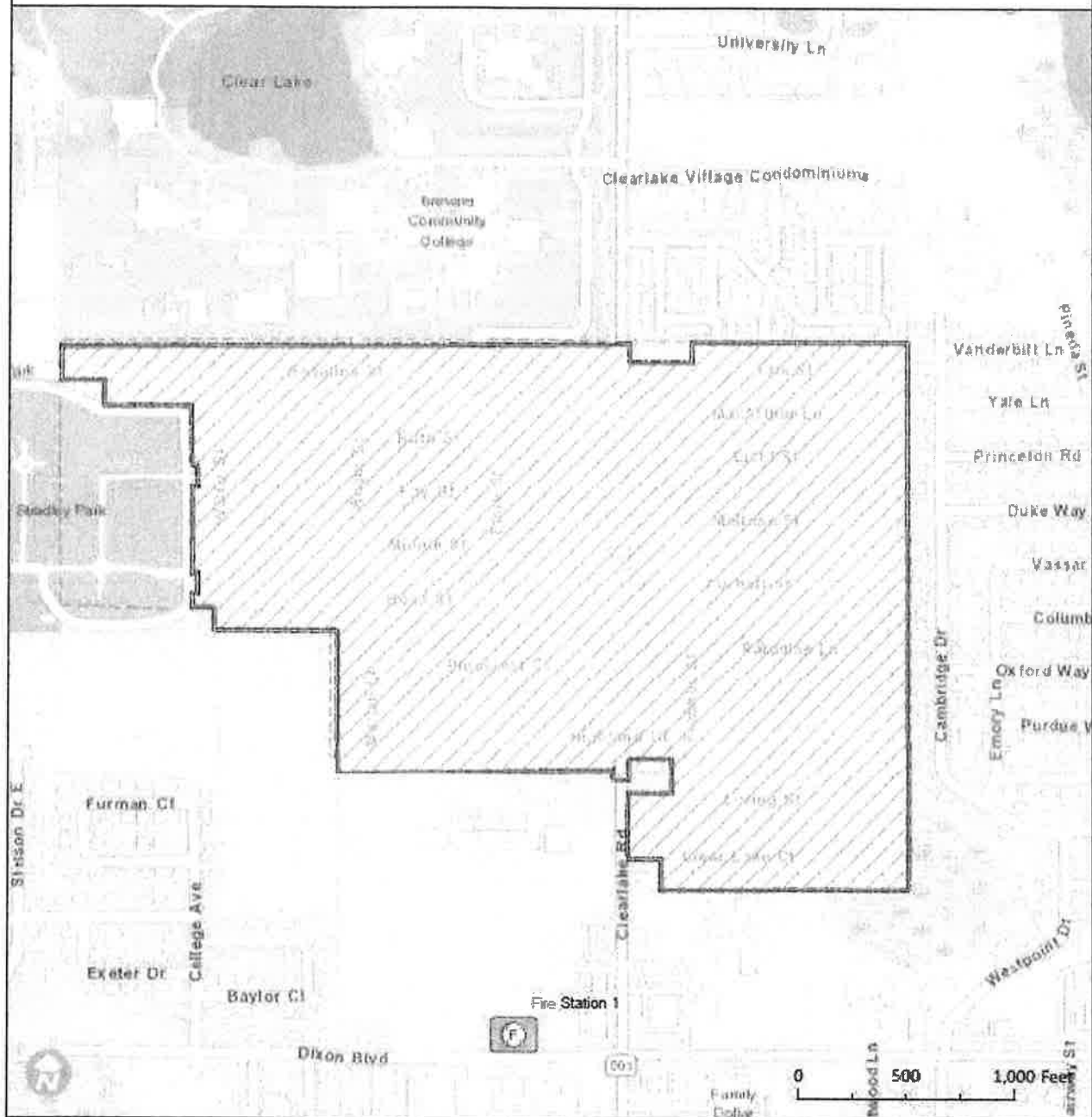
Parcels

Map printed 6/25/2021

2 of 10

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ADDENDUM C



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas Fire Station Locations



Cocoa Fire



BCFR



Cocoa Fire



Brevard County Fire Rescue



City Limits

Parcels

Map printed 6/25/2021

3 of 8

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ADDENDUM D



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas Fire Station Locations



Cocoa Fire



BCFR



Cocoa Fire



Brevard County Fire Rescue



City Limits



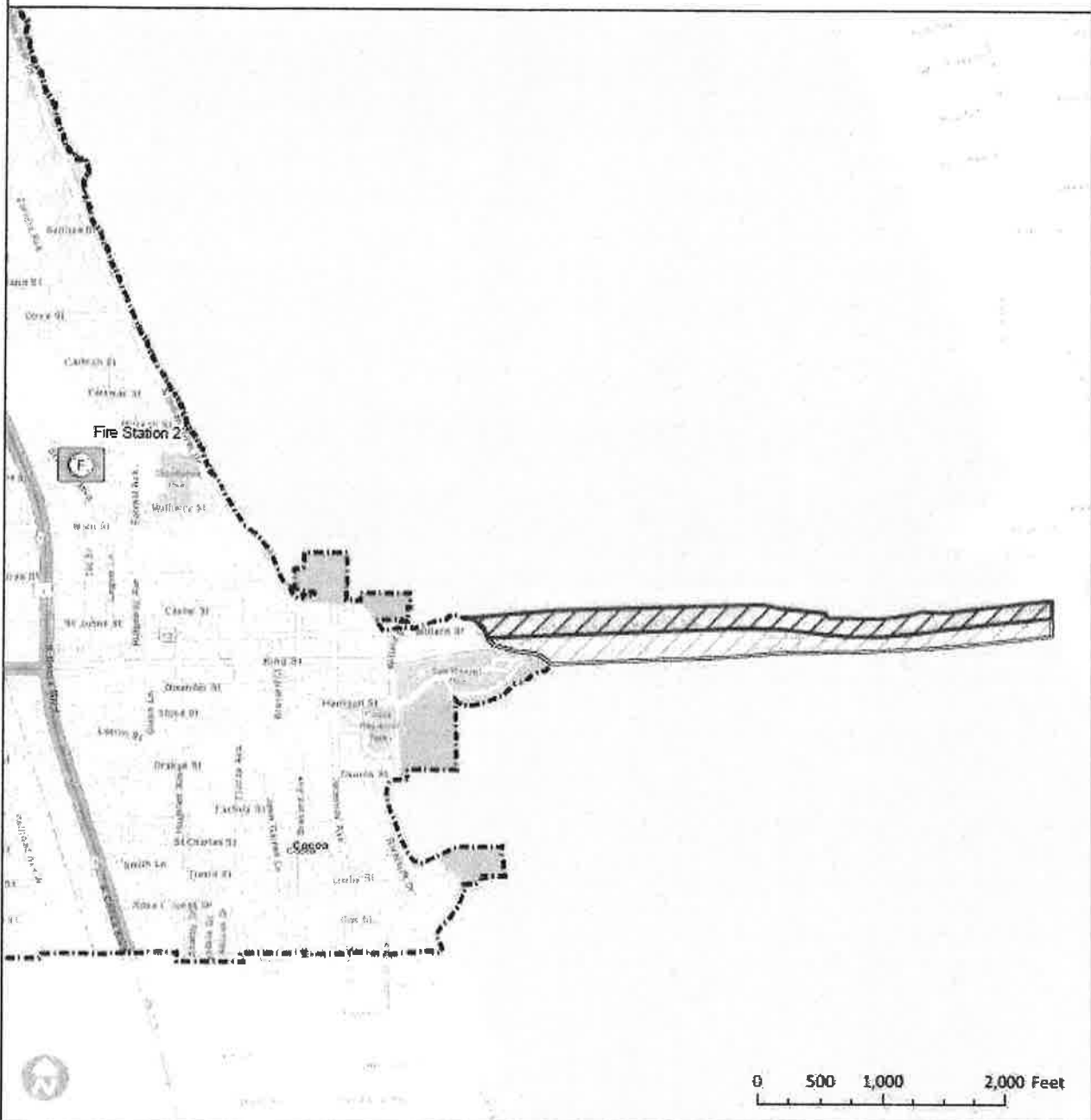
Parcels

Map printed 6/25/2021

4 of 10

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ADDENDUM E



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas Fire Station Locations



Cocoa Fire



Brevard County Fire Rescue



City Limits

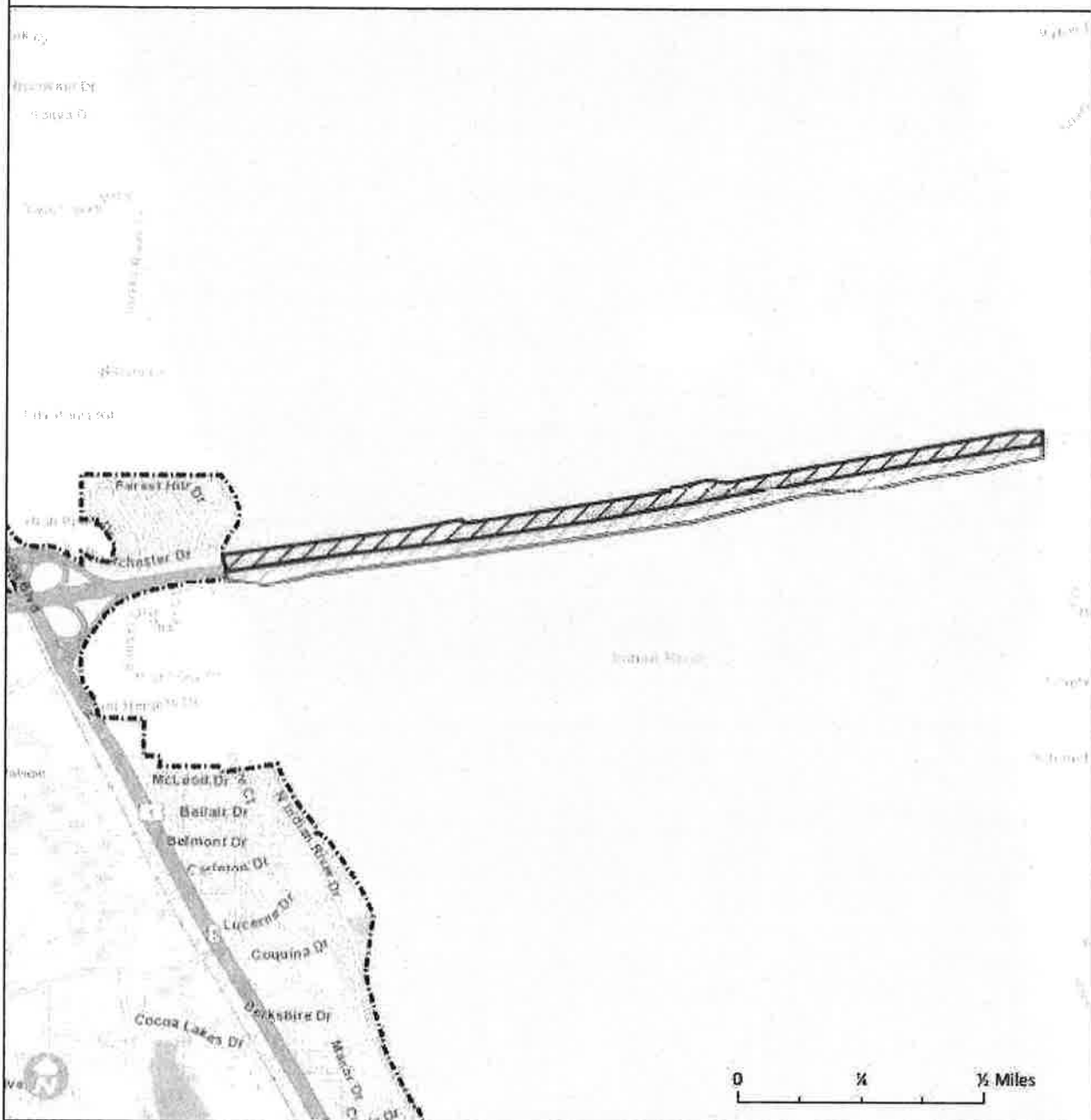
Parcels

Map printed 6/25/2021

5 of 10

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ADDENDUM F



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE



Proposed Auto-Aid Areas

- Cocoa Fire
- BCFR

Fire Station Locations

- Cocoa Fire
- Brevard County Fire Rescue

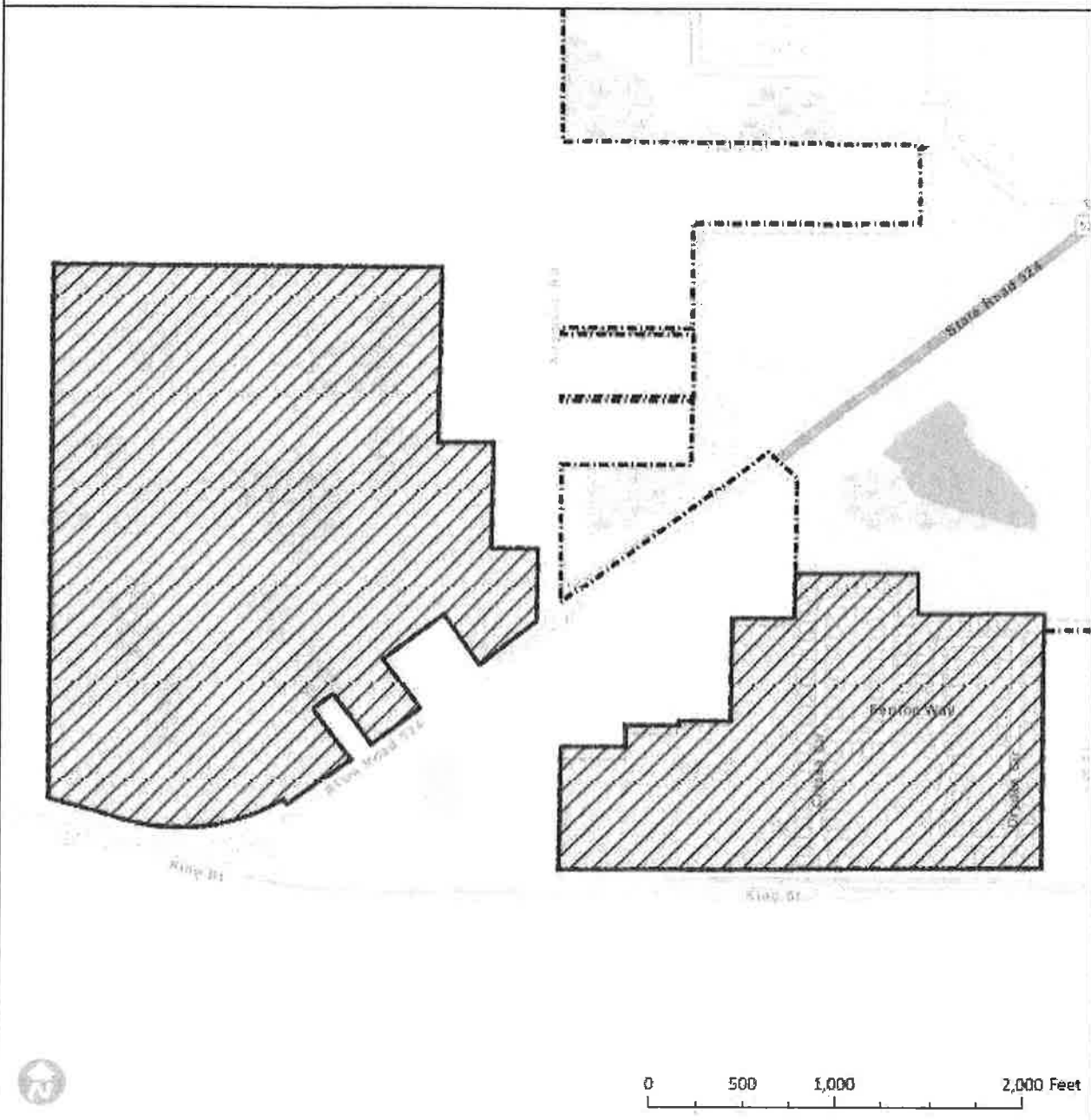
- City Limits
- Parcels

Map printed 6/25/2021

6 of 10

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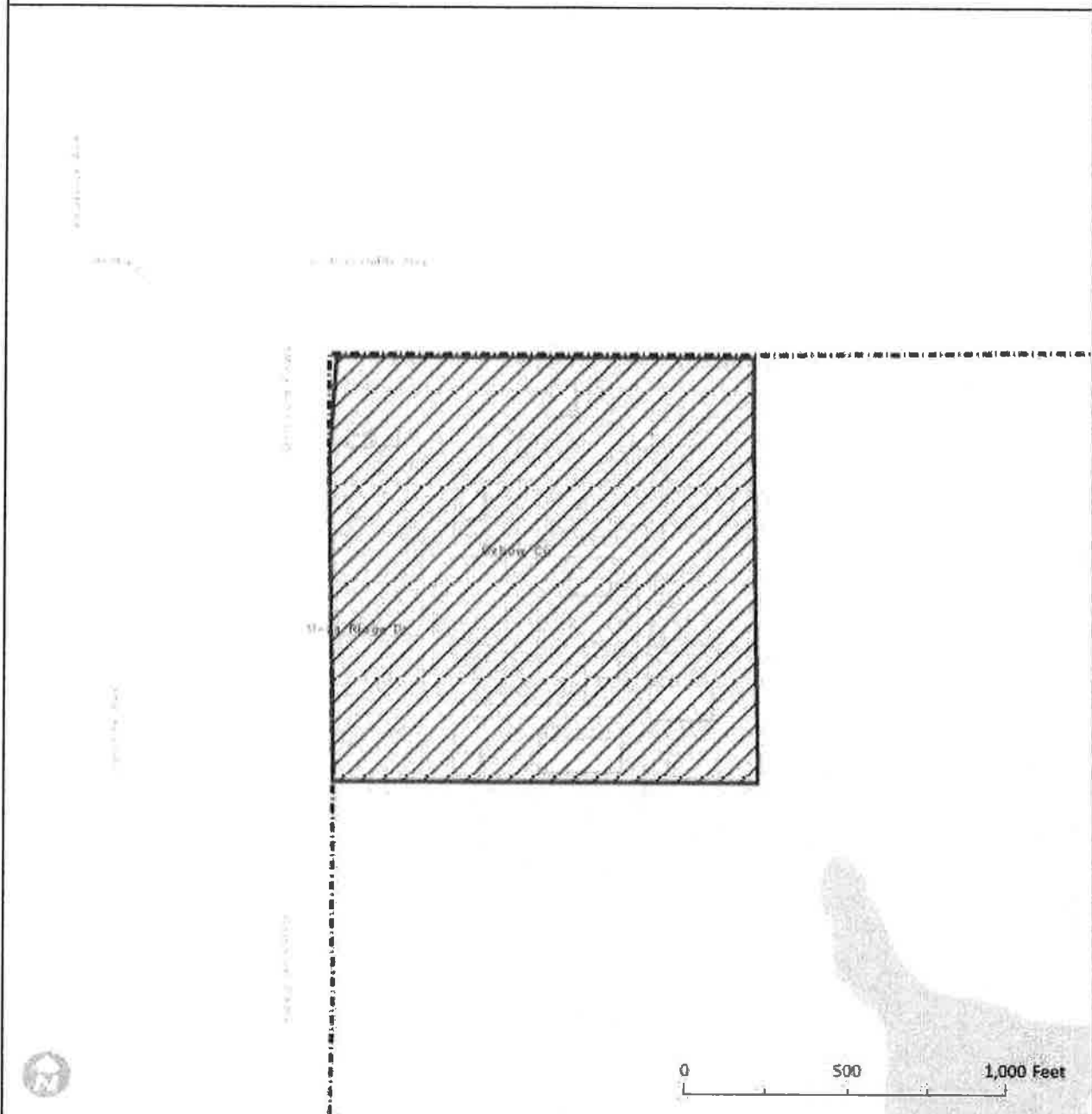
ADDENDUM H



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

<p>Proposed Auto-Aid Areas</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Cocoa Fire</p> </div> <div style="text-align: center;"> <p>BCFR</p> </div> </div>	<p>Fire Station Locations</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Cocoa Fire</p> </div> <div style="text-align: center;"> <p>Brevard County Fire Rescue</p> </div> </div>	<p>City Limits</p> <div style="text-align: center;"> <p>City Limits</p> </div> <p>Parcels</p>
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ADDENDUM I



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas Fire Station Locations



Cocoa Fire



BCFR



Cocoa Fire



Brevard County Fire Rescue

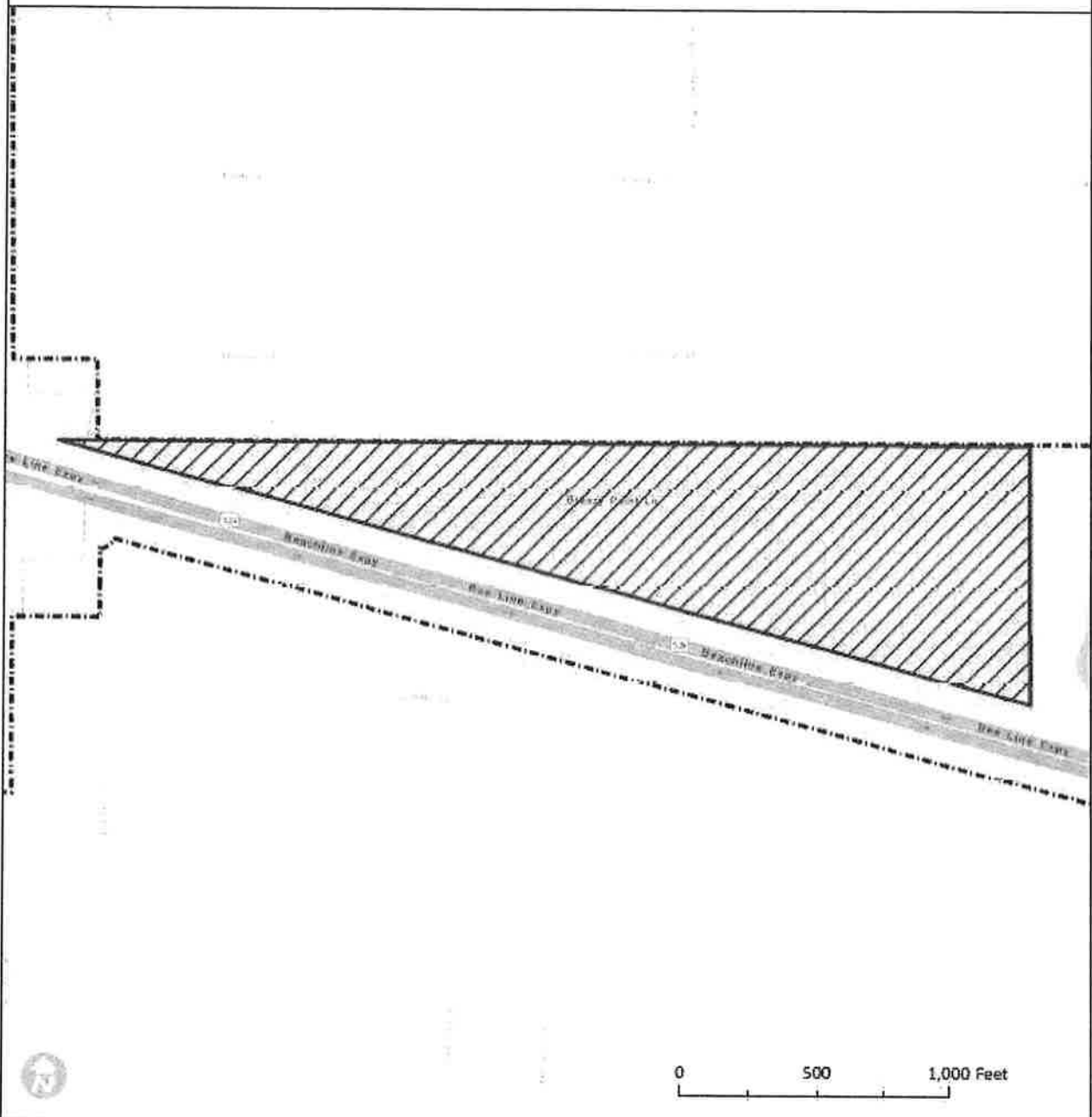


City Limits



Parcels

ADDENDUM J



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas



Cocoa Fire

BCFR

Fire Station Locations



Cocoa Fire

Brevard County Fire Rescue



City Limits

Parcels

Map printed 6/25/2021

10 of 10

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ADDENDUM K

SHORT FORM LEASE AGREEMENT COCOA FIRE STATION #2

This Agreement is made this 19 day of Sept., 2017 to be effective for the term stated herein, by and between the **CITY OF COCOA**, the Lessor, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" and **BREVARD COUNTY**, the Lessee, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, the CITY and COUNTY have entered into a separate INTERLOCAL AGREEMENT, dated _____, for purposes of allowing the COUNTY to provide and operate primarily EMS/ALS Services and secondarily (if necessary) fire protection services from the Fire Station #2 Property located within the jurisdictional limits of the city of Cocoa and legally described below ("Interlocal Agreement"), and,

WHEREAS, in furtherance of the Interlocal Agreement, the CITY has agreed to lease the CITY owned Fire Station #2 Property to the COUNTY,

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and the COUNTY agree as follows:

1. LEASED PREMISES

Legal Description: [INSERT LEGAL DESCRIPTION AND/OR MAP OF PROPERTY]

Physical Address: 113 South Fiske Blvd., Cocoa, Florida (inclusive of fire station building and rear paved parking area)

(Hereinafter referred to as Fire Station #2 Property)

2. TERM

The Agreement shall run concurrently with the Interlocal Automatic Aid Agreement between the CITY and COUNTY providing for the COUNTY to provide and operate primarily EMS/ALS Services and secondarily (if necessary) fire protection services from the Fire Station #2 Property with the following terms:

The Agreement shall be for five (5) years from the date of execution by the County and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall automatically renew for additional one (1) year terms unless terminated as described in *Section 2: Termination/Revision of Agreement* of the Interlocal Automatic Aid Agreement.

3. RENTAL

The COUNTY shall pay the CITY the sum of one dollar and no cents (\$1.00) annually.

4. REPAIRS AND MAINTENANCE

The COUNTY agrees to maintain, at its expense, during the term of this Agreement the Fire Station #2 Property in a clean condition, free from debris, normal wear and tear excepted. In addition, the COUNTY will provide maintenance services for the grounds and structural portion of the buildings, at its expense, including, but not limited to such items as perimeter roll-up doors, electrical system, underground storage tanks, HVAC, fire alarm/sprinkler system testing and inspection pest control, emergency generator power, roof repairs, doors, windows, walls and plumbing. The COUNTY shall also maintain, at its expense, all other portions of the building including daily cleaning, carpet, appliances, interior wall coverings, exterior doors, all furniture and fixtures and other such building items.

5. STRUCTURAL CHANGES OR MODIFICATIONS BY COUNTY

Any proposed changes, modifications, or capital improvements to the Fire Station #2 Property and buildings thereon by the COUNTY shall first be submitted to the CITY for review and approval. All changes, modifications, or capital improvements shall be at the COUNTY'S expense and must be permitted and constructed under all requirements of the CITY'S building codes.

6. UTILITIES

The COUNTY agrees to pay all including, but not be limited to, electric, water, cable, sewer, and solid waste removal through the term of this Agreement.

7. LIABILITY

The COUNTY assumes all liability for any and all losses and claims for damages as the result of its operations at the Fire Station #2 Property. The COUNTY agrees to defend, indemnify and hold the CITY harmless for all such losses and claims for damages as permitted by Florida Statute 768.28. Further, should the COUNTY purchase commercial insurance to finance such losses, the CITY shall be listed as an additional insured and it shall be understood that any such insurance shall be primary over any existing CITY insurance for losses and claims for damages arising out of the acts and operations of the COUNTY. If the COUNTY relies on Fire Legal Liability afforded by a Comprehensive General Liability insurance policy to provide said coverage, the sub-limit must be increased by endorsement to adequately insure the replacement cost value of the Fire Station #2 leased facility. Nothing herein is intended to waive or limit the COUNTY's or CITY's right to sovereign immunity under Section 768.28, Florida Statutes or any other applicable provision of law.

8. CONTINUED USE

The COUNTY agrees it will not close, vacate, relocate or change the use of the Fire Station #2 Property unless permitted by the Interlocal Agreement. If the COUNTY closes, vacates, relocates or changes the use of Fire Station #2 Property without prior written approval of the CITY, then possession of the station so closed, vacated, relocated or changed shall revert to the CITY.

9. NOTICES

All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

For the CITY: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8660

For the COUNTY: County Manager
Brevard County
2725 Judge Fran Jamieson Way
Viera, Florida 32740
(321) 633-2001

10. INTERLOCAL AGREEMENT


The terms and conditions set forth in the Interlocal Agreement are hereby fully incorporated herein by this reference.

11. MISCELLANEOUS.


This lease shall be governed by Florida law. Venue for any dispute shall be Brevard County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this instrument on their behalf, at the time set forth below.


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


CURT SMITH, CHAIRMAN


ATTEST:


Scott Ellis, Clerk of the Circuit and County Courts

Approved as to Form and legal sufficiency:


Becky Behl-Hill, Assistant County Attorney

CITY OF COCOA, Florida


Henry U. Parrish, III, Mayor

ATTEST:


Carrie Shealy, City Clerk

Approved as to Form and legal sufficiency:


Anthony A. Garganese, City Attorney