Agenda Report



2725 Judge Fran Jamieson Way Viera, FL 32940

Consent

F.15.

9/12/2023

Subject:

Board Approval: Interlocal Agreement between Brevard County, the City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid.

Fiscal Impact:

None

Dept/Office:

Public Safety Group: Brevard County Fire Rescue

Requested Action:

It is requested the Board of County Commissioners approve the attached renewal Agreement.

Summary Explanation and Background:

The City of Cape Canaveral/Canaveral Port Authority and the County desire to renew an existing Agreement for the purpose of the County to provide E-911 Dispatching Services, the City of Cape Canaveral/Canaveral Port Authority providing unincorporated area coverage and all parties providing automatic aid as a closest unit response model for fire and emergency medical response. This agreement has been in effect since 1985.

The County provides twenty-four (24) hour, seven days a week, E-911 fire and first responder dispatch services to the City of Cape Canaveral/Canaveral Port Authority.

Emergency response to the unincorporated County area is provided by the City of Cape Canaveral/Canaveral Port Authority and shall be performed automatically.

The City of Cape Canaveral/Canaveral Port Authority and the County agree to provide automatic aid to each jurisdiction reciprocally. Automatic Aid is based on a predefined process that results in an immediate emergency response while sharing share both unique and common emergency response resources.

There are no monetary payments to any of the entities for services identified in this Agreement.

Clerk to the Board Instructions:

Please return three (3) fully executed agreements to Janine Ernst, Brevard County Fire Rescue



FLORIDA'S SPACE COAST

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



September 13, 2023

MEMORANDUM

TO: Chief Patrick Voltaire, Fire Rescue Director

Attn: Janine Ernst

RE:

Item F.15., Board Approval for Interlocal Agreement between Brevard County, the City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid

The Board of County Commissioners, in regular session on September 12, 2023, approved and executed the Interlocal Agreement between Brevard County and the City of Cape Canaveral/Canaveral Port Authority for E-911 Dispatch Services and Automatic Aid. Enclosed are three fully-executed Agreements.

Upon recordation, please return the recorded ILA to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

RACHEL M/SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/sm

Encls. (3)

CC:

County Attorney

Contracts Administration

INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF CAPE CANAVERAL AND THE CANAVERAL PORT AUTHORITY REGARDING AUTOMATIC AID FOR FIRE PROTECTION AND RESCUE SERVICES

THE INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this day of County, 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 Cape Canaveral, a municipality incorporated under the laws of Florida (hereinafter referred to as the "City."), and the Canaveral Port Authority, a political subdivision of the State of Florida (hereinafter referred to as the "Port Authority").

RECITALS:

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

WHEREAS, the County, the City, and the Port Authority 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, the City, and the Port Authority 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.

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, the City, and the Port Authority and filing with the Clerk of the Circuit Court in and for Brevard County, Florida, and shall be effective for a period of three (3) years. After the initial three (3) year term, the Agreement shall automatically be extended for two (2) one (1) year periods, unless terminated or amended as described in Section 2.

SECTION 2. TERMINATION/REVISION OF AGREEMENT:

- 2.1 This Agreement may be terminated by any of the parties, with or without cause, upon written notice of termination to the other party sixty (60) days prior to the date of such termination.
- Any of the parties 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 trilaterally by the County Manager or designee, the City, the Port Authority 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, the City, and the Port Authority agree that their respective fire rescue departments will provide primary emergency services within their own jurisdictions.

- 3.1 Statement of Reciprocity- The County, the City, and the Port Authority agree to share both unique and common emergency response resources for the purposes of expeditious and effective emergency services delivery to County, the City, and the Port Authority citizens alike. In that the services are provided in a mutually beneficial manner, there shall be no monetary payments to either the County, the City, and the Port Authority for services identified in this Agreement.
- 3.2 E911 Dispatch Services The County hereby agrees to provide twenty-four (24) hour, seven days a week, E911 fire and first responder dispatch service to the City/Port Authority. Services include receiving emergency calls through the Countywide E911 system, processing the call (EMD or EFD), alerting, radio communication, monitoring units during both emergency and non-emergency operations, providing access to the Brevard County Fire Rescue (BCFR) computer aided dispatch (CAD) system and providing appropriate annual statistics and reports as requested by the City or Port Authority. The City and Port Authority will provide to the BCFR Dispatch Center predetermined unit response assignments for the 1st, 2nd and 3rd alarm responses as well as all auto-aid agreements between other emergency service providers and the City/Port Authority. The City and Port Authority are responsible for any and all equipment and costs necessary to receive voice and data communications from the BCFR Dispatch Center.
- 3.3 Unincorporated Area Coverage The City and Port Authority agree to provide fire protection and first responder emergency medical services to the unincorporated area identified in Appendix A. Emergency response to the unincorporated area (Appendix A) by the City and Port Authority shall be performed automatically. The County's dispatch center shall dispatch the City and Port Authority based on pre-defined response assignments.
- Automatic Aid- To provide the highest level of protection possible within the Response Area defined herein, the County, the City, and the Port Authority 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, the City, and the Port Authority) predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of, or along with, the Receiving Party, without regard to municipal City or unincorporated County boundaries. The process shall be

initiated through the BCFR Dispatch Center. "Receiving Party" shall mean and refer to the authority having jurisdiction of the subject emergency location within the Response Area that is receiving automatic aid pursuant to this Agreement. "Responding Party" shall mean and refer to the authority responding to the request for automatic aid pursuant to this Agreement.

- a) Automatic Aid Response Area- The geographical area, in which the County, the City, and the Port Authority agree to provide closest unit response automatic aid, is identified in Appendix B, 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, the City, and the Port Authority 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, the City, and the Port Authority, and as may be otherwise required by law. Communications procedures and protocols between the County, the City, and the Port Authority 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, County, the City, and the Port Authority, 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. The parties shall participate together in fireground company training on a quarterly basis.

- e) Communication and Notification of Non-response Should either the County, the City, and the Port Authority 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, the City, and the Port Authority, 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, all 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 a party to this Agreement, other than an emergency call and dispatch, shall be delivered to the other parties' representatives at the following locations:

David Sargeant, Fire Chief Canaveral Fire Rescue 190 Jackson Avenue Cape Canaveral, FL 32920

Chief Executive Officer Canaveral Port Authority 445 Challenger Road Suite 301 Cape Canaveral, FL 32920

Cape Canaveral City Manager City of Cape Canaveral 100 Polk Avenue Cape Canaveral, FL 32920 Patrick Voltaire, Fire Chief Brevard County Fire Rescue 1040 S. Florida Avenue Rockledge, FL 32955

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, the City, and the Port Authority 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, the City, and the Port Authority, 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. A 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 parties as provided for herein.

SECTION 5. AUDITING, RECORDS AND INSPECTION:

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

As to County:

CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS c/o MS. JANINE ERNST, <u>JANINE.ERNST@BREVARDFL.GOV</u>, 1040 SOUTH FLORIDA AVENUE, ROCKLEDGE, FLORIDA 32955.

As to City:

CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS c/o MIA GOFORTH, CITY CLERK, (321) 868-1220 X207, 100 POLK AVENUE, CAPE CANAVERAL, FLORIDA 32920-.

As to Port Authority:

CONTACT THE PORT AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS c/o GEORGE KISTNER III, FCRM, CPE (321)783-7831, PUBLICRECORDS@PORTCANAVERAL.COM, 445 CHALLENGER ROAD SUITE 301, CAPE CANAVERAL, FLORIDA 32920.

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 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 any of the parities acting within the scope of this Agreement shall be entitled to sovereign immunity. All parties agree to be liable to the activities of its respective trustees, officers, employees, and agents (collectively referred to as "personnel") to the extent permitted in Section 768.28(19), Florida Statutes, and up to but not exceeding the limits set forth in Section 768.28, Florida Statutes. CITY and Port Authority agree to hold harmless and indemnify COUNTY and its personnel from all claims, suits, judgments, reasonable attorney's fees or damages, arising out of the their respective acts or omissions or their respective employees or agents in the performance of the services contemplated hereunder, subject to the sovereign immunity protections afforded to it under Florida law. COUNTY agrees to hold harmless and indemnify CITY and Port Authority and its personnel from all claims, suits, judgments, reasonable attorney's fees 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. Nothing in this section shall be construed to require any of the Parties to indemnify or insure the other Parties for any of the other parties' negligence or to assume any liability for any of the other parties 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. The indemnifying Party shall have no obligation to indemnify the other Party under this Agreement for any amounts paid in settlement of any action, suit or proceeding without the indemnifying Party's prior written consent and nor shall the obligation to indemnify be assignable to any third party. Nothing herein shall constitute a waiver of each Party's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision. This indemnification section shall survive the termination of this Agreement.

SECTION 10. INDEPENDENT CONTRACTORS:

The County, the City, and the Port Authority 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, the City, and the Port Authority 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 Statues, as that section may be amended from time to time.

SECTION 12. ASSIGNMENTS:

Neither the County, the City, and the Port Authority, 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 parties' 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, the City, and the Port Authority are authorized to mutually agree in writing to predefined unit response assignments as set forth in Section 3.4(b).

SECTION 14. INTERPRETATION:

The County, the City, and the Port Authority 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 any one party as the drafter hereof.

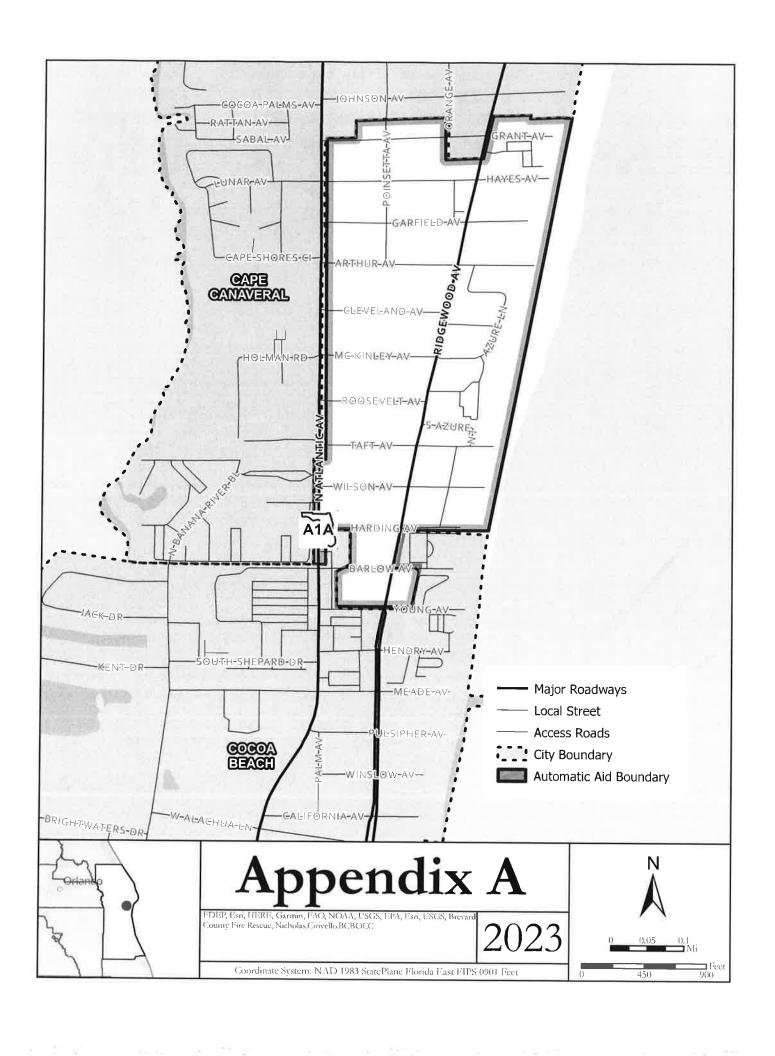
SECTION 15. COUNTERPARTS AND AUTHORITY:

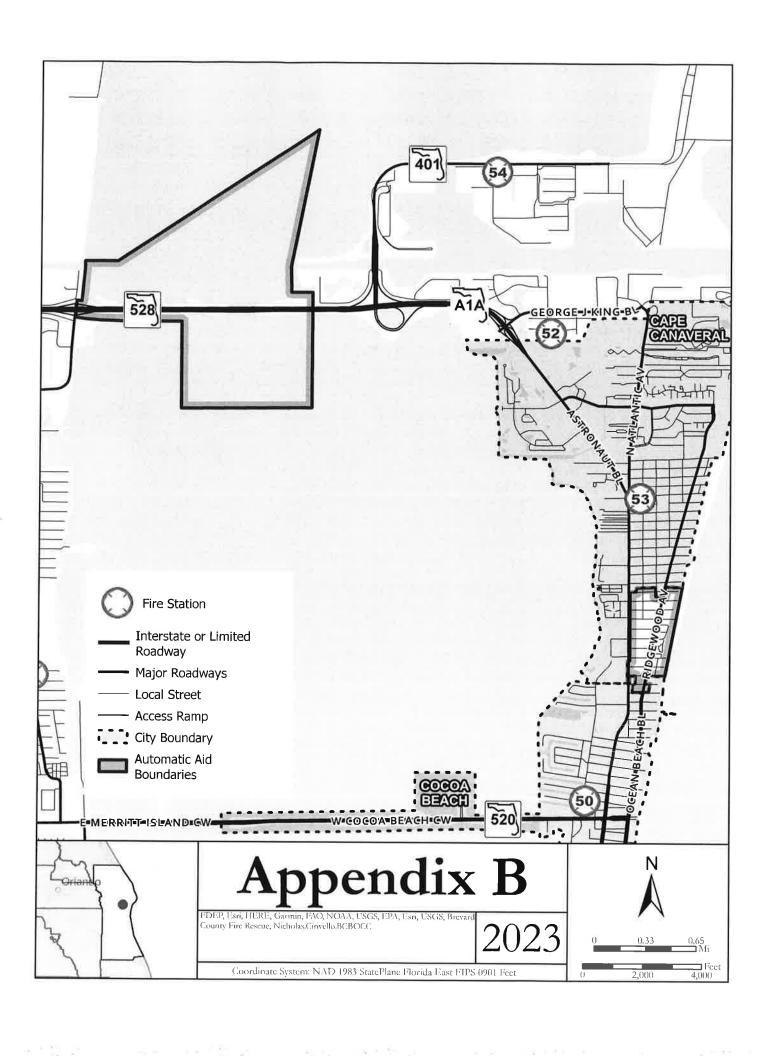
This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated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

[SIGNATURE PAGE FOLLOWS]

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
11 M	COMMISSIONERS OF BREVARD COUNTY, FLORIDA
1 Kolled W WOH	By:
Rachel M. Sadolit, Clerk	Rita Pritchett, Chair
	As approved by the Board on: SEP 12 2023
Reviewed for BCFR Content:	Reviewed for Legal Form and Content:
Sit M Juger	Stephens 7/4/2003
Scott M. Jurgensen, Deputy Fire Chief	Becky Behl-Hill, Assistant County Attorney
ATTEST:	CITY OF CAPE CANAVERAL, FLORIDA
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Mia Goforth, City Clerk	Todd Morley, City Manager
ATTEST:	CANAVERAL PORT AUTHORITY
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	John Murray, Chief Executive Office
	Canaveral Port Authority
Reviewed for Cape Canaveral Fire Dept Content:	Reviewed for Legal Form and Content:
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Dave Sargeant, Fire Chief	Charge 3 8/23/23







YOUR PAYMENT HAS PRO	CESSED AND THIS IS YOUR RECEIP	'T
Brevard County Clerk of Court 400 South Street, Titusville, FlorIda 32780 Transaction Processed S INVOICE #: f8e26805-843	•	
Description	ID	Amount
Recording	3485124	\$147.50
1		\$147.50
Date Paid: 9/15/2023 3:19:59 P	M EDT	Service Fee: \$5.16 Total Amount Paid: \$152.66

Payment On Behalf Of
First Name:
janine
Last Name:
ernst

Billing Information First Name: JANINE Last Name: **ERNST Email Address:** CustomerService@nCourt.com Card Type: Visa Card Number: **********6278 **Transaction Type** Sale **Host Response** Approval Number 036080 AID A000000031010 App Label VISA CREDIT Cryptogram TC 1D2DD8098DCD176B

Important Information
Thank you for your payment.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

	SECTION	I- GENERAL	INFORMATION		
1. Contractor: City of Ca	spe Canaveral/Ca	ınaveral Port	Authority 2. An	nount: \$0.00	
3. Fund/Account #: N/A		4.	Department Name	: BCFR	
5. Contract Description: E	911 Disnatch Se				
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of Community of Monday Control of the Control of th					
7. Dept/Office Director: Patrick Voltaire, Fire Chief INTERGOVT/LOCAL					/LOCAL
9. Type of Procurement: C	Other				
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			DIGITATIONS		
User Agency					
Purchasing					
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County Attorney					
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County Attorney			Shelve	ft 4	14/203_
SECT	ION IV - CONTRAC	CTS MANAGEN	IENT DATABASE C	HECKLIST	
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Department Information					
Department					
Program					
Contact Name					
Cost Center, Fund, and G/L Account					
Vendor Information (SAP Vendor #)					
Contract Status, Title, Type,	and Amount				
Storage Location (SAP)					
Contract Approval Date, Effective Date, and Expiration Date					
Contract Absolute End Dat	e (No Additional Re	enewals/Exten	sions)		
Material Group				**	
Contract Documents Uploc				Attorney/ Risk	
Management/Purchasing		xecuted Conf	ract)		
"Right To Audil" Clause Inclu	ided in Contract Lto database (Insu				

AO-29: EXHIBIT I

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

	SECTION	II- GENERAL	. INFORMATION		
1. Contractor: City of Ca	 pe Canaveral/Ca	naveral Port	Authority 2.	Amount: 0.00	* * * * * * * * * * * * * * * * * * * *
3. Fund/Account #: N/A		4.	Department Nan	ne: BCFR	
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5. Contract Description: E					
6. Contract Monitor: AC	Richard Conno	or/Janine E	rnst	8. Contract Type	:
7. Dept/Office Director: Patrick Voltaire, Fire Chief					OCAL
9. Type of Procurement: O	ther	•		3.00	
	SECTION II - RE	VIEW AND APF	PROVAL TO ADVE	RTISE	
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Purchasing					
Risk Management			7		
County Attorney					
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County Attorney					
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CM DATABASE REQUIRED FI	ELDS		"		Complete ✓
Department Information					
Department					
Program					
Contact Name					
Cost Center, Fund, and G/I					
Vendor Information (SAP Vendor					
Contract Status, Title, Type,	and Amount				
Storage Location (SAP)					
Contract Approval Date, Effective Date, and Expiration Date					
Contract Absolute End Date (No Additional Renewals/Extensions)					
Material Group					
Contract Documents Uploo Management/ Purchasing				y Attorney/ Risk	
"Right To Audit" Clause Inclu		LAGCUIGU CON	macij		
Monitored items: Uploaded		ırance Bonds	etc l		