

Meeting Date
October 7, 2014



AGENDA	
Section	Consent
Item No.	II.D.3

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	A Resolution of the Board of County Commissioners of Brevard County, Florida Adopting the Agreement Between the County and the Cape Canaveral Volunteer Fire Department, Inc.(CCVFD) for E-911 Dispatch Services and Facility Use for a BCFR Ambulance. No Fiscal Impact
DEPT/OFFICE:	Fire Rescue Department

Requested Action:
It is requested the Board of County Commissioners adopt the attached Agreement between the County and the CCVFD for E-911 Dispatch Services and Facility Use for a BCFR Ambulance.

Summary Explanation & Background:

The CCVFD and County desire to enter into an Agreement for the purposes of the County to provide E-911 dispatching services and the CCVFD provide facility use for a County ambulance so as to better protect the lives and property of their citizens.

The County agrees to provide twenty-four (24) hour, seven days a week, E-911 fire and first responder dispatch services to the City/Canaveral Port Authority for radio communication, monitoring units during both emergency and non-emergency operations, for all emergency calls originating in the City/Canaveral/Port Authority response area.

The CCVFD agrees to provide the County operational use space at the CCVFD's fire station located at 190 Jackson Avenue, Cape Canaveral, FL. The County shall utilize the CCVFD's fire station facility to support the operations of a County staffed emergency response ambulance.

There shall be no payment to either the CCVFD or the County for services identified in this Agreement.


The Agreement will be in force and effective upon the approval and signing of said Agreement by both parties and shall terminate on September 30, 2018.

Fiscal Impact: None

CONTACT INFORMATION: Mark Schollmeyer, Interim Fire Chief/Director (321) 633-2056
mark.schollmeyer@brevardcounty.us

Clerk to the Board Instructions:

Exhibits Attached: Agreement Between the County and the City of Rockledge for E-911 Dispatch Services and Facility Use

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager, Mel Scott	Department Director / Extension					
Stockton Whitten	Assistant County Manager, Venetta Valdengo	 Mark Schollmeyer, Interim Fire Chief/Director Brevard County Fire Rescue					



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

October 8, 2014

M E M O R A N D U M

TO: Chief Mark Schollmeyer, Interim Fire Rescue Director

RE: Item II.D.3., Agreement with Cape Canaveral Volunteer Fire Department, Inc. (CCVFD) for E-911 Dispatching Services and Facility Use for a BCFR Ambulance

The Board of County Commissioners, in regular session on October 7, 2014, executed Agreement with Cape Canaveral Fire Department, Inc. for E-911 Dispatching Services and facility use for a BCFR ambulance. Enclosed is a fully-executed copy of the Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Contracts Administration

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM



SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Cape Canaveral Volunteer Fire Department, Inc .	
2. Fund/Account #: 1361/285400/	Division Name: Fire Rescue
4. Contract Description: E-911 Dispatch Services and Use of Space Agreement	
5. Contract Monitor: Assistant Chief Brad Hall/Carrie Cotter	6. Mail Stop #: 50
7. Dept./Office Director: Mark Schollmeyer, Interim Fire Chief	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BH	9/8/14
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		9/23/14

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

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

BC-29: EXHIBIT I

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: City of Cape Canaveral/Canaveral Port Authority	
2. Fund/Account #: 1350/284000/	Division Name: Fire Rescue
4. Contract Description: E-911 Dispatch Services and Automatic Aid	
5. Contract Monitor: Assistant Chief Brad Hall/Carrie Cotter	6. Mail Stop #: 50
7. Dept./Office Director: Mark Schollmeyer, Interim Fire Chief	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	X_____	_____	GV_____	9/23/14_____
County Attorney	_____	_____	_____	_____

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

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

BC-29: EXHIBIT I

AGREEMENT

THIS AGREEMENT (the "Agreement"), entered into this 7th day of October, 2014, by and between **Brevard County**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the **Cape Canaveral Volunteer Fire Department, Inc.** (hereinafter referred to as the "CCVFD").

WITNESSETH:

WHEREAS, the CCVFD and County desire to enter into this Agreement for the purposes of allowing the County and the CCVFD to share emergency resources, the County to provide E911 dispatching services, and the CCVFD to provide facility use for a County ambulance, so as to better protect the lives and property of the public; and

WHEREAS, the County finds that it is in the best interest of the public health, safety and welfare of its citizens, for the County and the CCVFD to share emergency response resources; an

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

SECTION 1. TERM:

This Agreement will be in force and effective upon the approval and signing of said Agreement by both parties and shall terminate on September 30, 2018.

SECTION 2. TERMINATION/AMENDMENT OF AGREEMENT:

2.1 This Agreement may be terminated by either party upon written notice of termination to the other party at least forty-five (45) days prior to the date of such termination.

2.2 Either party may request that this Agreement be revised. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed amended language. The amendment must be approved and executed by both parties.

SECTION 3. SERVICES PROVIDED:

3.1 **Statement of Reciprocity** - In that the services are provided by both the CCVFD and County in a mutually beneficial manner, there shall be no monetary payments to either the CCVFD or the County 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/Port Authority. The City/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/Port Authority is responsible for any and all equipment and costs necessary to receive voice and data communications from the BCFR Dispatch Center.

3.3 **Fire Station Facility Usage** – The CCVFD hereby agrees to provide the County operational use space at the CCVFD's fire station located at 190 Jackson Avenue, Cape Canaveral, FL 32920. The County shall utilize the CCVFD's fire station facility to support the operations of a County staffed emergency response ambulance. The legal description of the CCVFD's fire station location is as follows:

24-37-23-CG-00025.0-0015.0

(a) Apparatus Space – The CCVFD hereby agrees to provide an apparatus stall space for an ambulance in the CCVFD fire station.

(b) Living Quarters - The CCVFD hereby agrees to provide a bunkroom for County employees with a minimum of three (3) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room.

- (c) Maintenance – The County agrees to assist the CCFVD with any maintenance (including preventive) in equitable proportion to the County's utilization of the facility.
- (d) Insurance – The County agrees to provide insurance for County owned/operated vehicle(s) and County employees.
- (e) Damage – The County agrees to repair, replace and/or reimburse the CCFVD for any and all damages caused to property and equipment owned by the CCFVD and resulting from the actions of County employees. The County shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the CCFVD.
- (f) Supplies – The County agrees to provide consumable station supplies for use by County employees.

SECTION 4. PAYMENT:

There shall be no payment to either the CCFVD or the County for services identified in this Agreement.

SECTION 5. ADDITIONAL EQUIPMENT:

No additional equipment is contemplated by the CCFVD or the County for services identified in this Agreement.

SECTION 6. NOTIFICATION:

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

David Sargeant, Fire Chief
Cape Canaveral Fire Department
8970 Columbia Road
Cape Canaveral, FL 32920

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

With a copy to:

Corporate Secretary
Cape Canaveral Fire Department
190 Jackson Avenue
Cape Canaveral, FL 32920

Stockton Whitten, County Manager
Brevard County Government Center
2725 Judge Fran Jamieson Way
Viera, FL 32940

Any notice to be sent to the County or the CCVFD 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 CCVFD or the County 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 to or the address of said person by giving notice to the other party as provided for herein.

SECTION 7. AUDITING, RECORDS AND INSPECTION:

7.1 In the performance of this Agreement, the CCVFD 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 superceded 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 CCVFD for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statutes.

7.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the CCVFD in the United States or any other country.

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

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

SECTION 8. 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 9. 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 10. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by the County to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Agreement. The remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

SECTION 11. INDEMNIFICATION/HOLD HARMLESS:

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the CCVFD shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the negligence of the CCVFD.

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the CCVFD and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this

Agreement, but only to the extent such claim, damage, loss, or expense is caused, in whole or part, by the negligence of the County.

In agreeing to this provision, neither party intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the County or the CCVFD to be sued by third parties in any matter arising out of any contract. The parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 12. INDEPENDENT CONTRACTORS:

The County and the CCVFD 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 CCVFD 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 13. 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") while such agents are acting outside their jurisdiction. In no event shall either party's liability for damages exceed the monetary limits, or the type of damages recoverable, under section 768.28, Florida Statutes, as that section may be amended from time to time.

SECTION 14. ASSIGNMENTS:

Neither the CCVFD nor the County, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party.

SECTION 15. ENTIRE AGREEMENT:

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

SECTION 16. INTERPRETATION:

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


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:




Scott Ellis, Clerk

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

By: 

Mary Bolin Lewis, Chairman
Brevard County Commission

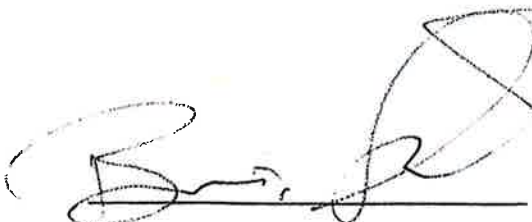
Approved by the Board on 10/07/2014

Reviewed for Legal Form and Content: 

Assistant County Attorney

ATTEST:

CAPE CANAVERAL VOLUNTEER FIRE DEPARTMENT, INC.



Brian Teek, Corporate Secretary

By: 

David Sargeant, Fire Chief