

INTERLOCAL AGREEMENT WITH THE CITY OF PALM BAY REGARDING AUTOMATIC AID

THIS AGREEMENT (the "Agreement"), entered into this 1st day of October, 2020, by and between the following Parties: **Brevard County**, a political subdivision of the State of Florida (hereinafter referred to as the "**County**"), and the **City of Palm Bay**, a municipality incorporated under the laws of Florida (hereinafter referred to as the "**City**").

RECITALS:

WHEREAS, the City and County desire to enter into this Agreement for the purposes of allowing the County and the City to share emergency resources, utilize closest unit response, the County to provide E911 dispatching services, the County to provide the City operational use space at one (1) of the County's fire stations and the City to provide the County operational use space at two (2) of the City's fire stations so as to better protect the lives and property of their citizens; and

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

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

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 governing bodies of both the County and the City and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall be effective for an initial two (2) year period. Following the expiration of the initial two (2) year term, this Agreement shall automatically renew for three (3) successive one (1) year periods, unless either Party provides the other Party with written notice of termination of this Agreement as provided in Section 2 below. All terms and conditions hereof shall remain in full force and effect during the initial term and any renewal periods unless this Agreement is amended as provided in Section 2 below.

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. In order to be deemed effective, the amendment must

be approved by the respective governing bodies of the County and the City, and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

SECTION 3. SERVICES PROVIDED:

Except to the extent provided herein, the County and the City agree that their respective fire rescue departments will provide primary emergency services within their own jurisdictions. As Palm Bay's ability to provide services expands, the Parties agree that the Fire Chiefs for each jurisdiction may mutually update sections 3.2, 3.3, and 3.4 in writing, signed by both Chiefs, to conform to operational realities.

- 3.1 **Statement of Reciprocity** – The City and the County 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 City and County in a mutually beneficial manner, there shall be no monetary payments to either the City or the County for services identified in this Agreement.
- 3.2 **E911 Dispatch Services** - The County agrees to provide twenty-four (24) hour, seven days a week, E911 fire and first responder dispatch services to the City. 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. The City 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. The City 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 City agrees to provide the County operational use space at two (2) of the City's fire stations:

Station #1 located at 1201 Port Malabar Blvd. NE, Palm Bay, FL 32905

Station #2 located at 150 Malabar Road SE, Palm Bay, FL 32909

The County shall utilize the identified City fire station facilities to support the operations of a County staffed emergency response ambulance.

The County agrees to provide the City operational use space at Brevard County Fire Station 89 located at 2051 DeGroot Avenue SW, Palm Bay, FL 32908. The City shall utilize the identified County fire station facility to support the operations of a City staffed emergency response fire engine.

- (a) **Apparatus Space** – The City agrees to provide an apparatus stall space for an ambulance in the City fire stations identified herein above. The County agrees to provide an apparatus stall under a security lighted canopy with electrical outlets

for charging and maintaining equipment in the County fire station identified herein above.

- (b) Living Quarters - The City agrees to provide bunkrooms for County employees with a minimum of two (2) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room at each City fire station identified above. The County agrees to provide a bunkroom for City employees with a minimum of four (4) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room at the County fire station identified herein above.
- (c) Maintenance – The County agrees to assist the City with any maintenance (including preventive) in equitable proportion to those areas utilized a majority of the time by the County in the City fire stations identified herein above. The City agrees to assist the County with any maintenance (including preventive) in equitable proportion to those areas utilized a majority of the time by the City in the County's fire station identified herein above.
- (d) Insurance, Costs, Independent Contractors, Liability – Sections 11, 12, and 13 of the Interlocal Agreement between the County and the City shall govern insurance, costs, the relationship and status of the County and the City and their employees, and their liability for the actions of their respective employees and agents.
- (e) Damage – The County agrees to repair, replace and/or reimburse the City for any and all damages caused to property and equipment owned by the City 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 City. The City agrees to repair, replace and/or reimburse the County for any and all damages caused to property and equipment owned by the County and resulting from the actions of City employees. The City shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the County.
- (f) Supplies – The County agrees to provide consumable station supplies for use by County and City employees at the County fire station identified herein above. The City agrees to provide consumable station supplies for use by County and City employees at the City fire stations identified herein above. The County and City shall be responsible for their own medical supplies.

3.4 **Automatic Aid** - To provide the highest level of protection possible within the Response Area defined herein, the City and the County agree to provide Automatic Aid in a closest unit response mode for all emergency requests for service including, but not limited to, first responder medical calls, fire calls, and hazardous materials calls, the unincorporated area South of Micco Road, west of Babcock Street shall be automatic aid fire protection services only. "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 (City and County) 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 City and the County agree to provide closest unit response automatic aid, identified in Appendix A, incorporated herein by reference, which area shall be referred to as the Automated Aid Response Area (or the "Response Area") and shall consist of the identified City municipal areas and the County unincorporated areas.
- (b) Predefined Unit Response Assignments – The City and the County shall mutually agree on predefined unit response assignments for responding to emergency events within the Automatic Aid 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, ladder truck, tower, squad, battalion/supervisor unit, or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue, and other support units will be the closest units of appropriate type to provide the response to the emergency incident, and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the fire chiefs of the County and the City, and as may be otherwise required by law. Communications procedures and protocols between the County and the City will be continually monitored and reviewed by the fire chiefs and dispatch center directors. Policy and/or operational procedures will be regularly updated in order to promote operational efficiencies.
- (c) Officer in Charge - It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until the earlier of mitigation of the incident, or upon scene control being transferred to an officer having authority within the jurisdiction where the incident occurred. The first arriving command officer, whether County or City, will function as the incident commander. In the case where the first arriving command officer is not of the authority having jurisdiction for the area, incident command shall be transferred to the command officer of the authority having jurisdiction upon the arrival of such command officer. While providing automatic aid in the Response Area where an emergency exists, the Responding Party

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 City or the County 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 appropriate Dispatch Center.
- (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.
- (g) To meet obligations for Insurance Services Office (ISO) Section 507 subsection (4), there shall be an Inter-department Training component for units within proximity for auto-aid to ensure each Party (City or County) is able to attain performance values for each organizations ISO rating schedule. Both Parties shall encourage and schedule this training in advance through training division chief officers for units that have primary responsibilities to City or County areas.

SECTION 4. PAYMENT:

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

SECTION 5. ADDITIONAL EQUIPMENT:

There may be circumstances in which the County and 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 expeditious or efficient first responder and fire-rescue protection for the citizens of both Parties.

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:

Leslie Hoog, Fire Chief
Palm Bay Fire Rescue
899 Carlyle Avenue SE
Palm Bay, FL 32909

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

With a copy to:

Suzanne Sherman,
Acting City Manager
City of Palm Bay
120 Malabar Road SE
Palm Bay, FL 32909

Frank Abbate,
County Manager
Brevard County Government Center
2725 Judge Fran Jamieson Way
Viera, FL 32940

Any notice sent 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 City 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 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 7. AUDITING, RECORDS AND INSPECTION:

- 7.1 In the performance of this Agreement, 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 City for a period of 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 City in the United States or any other country.
- 7.3 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.

- 7.4 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 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 a court of competent jurisdiction 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 City 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 City.

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 City 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 City 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 City are each Independent Contractors of one another. It is specifically understood and agreed to by and between the Parties 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 acting 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 Party shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees or volunteers (hereinafter "agents") including when 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 City nor the County, their 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, 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), and to mutually update sections 3.2, 3.3, and 3.4 in writing, signed by each Chief, to conform to operational realities.

SECTION 16. INTERPRETATION:

Both Parties 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.

(Signatures on the following page)

ATTEST:

Scott Ellis, Clerk

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

By: _____
Bryan Andrew Lober, Chair
As approved by the Board on 8-25-2020

Reviewed for Legal Form and Content:

CSchverak 08/11/2020
Christine M. Schverak,
Assistant County Attorney

ATTEST:

Terese Jones, City Clerk

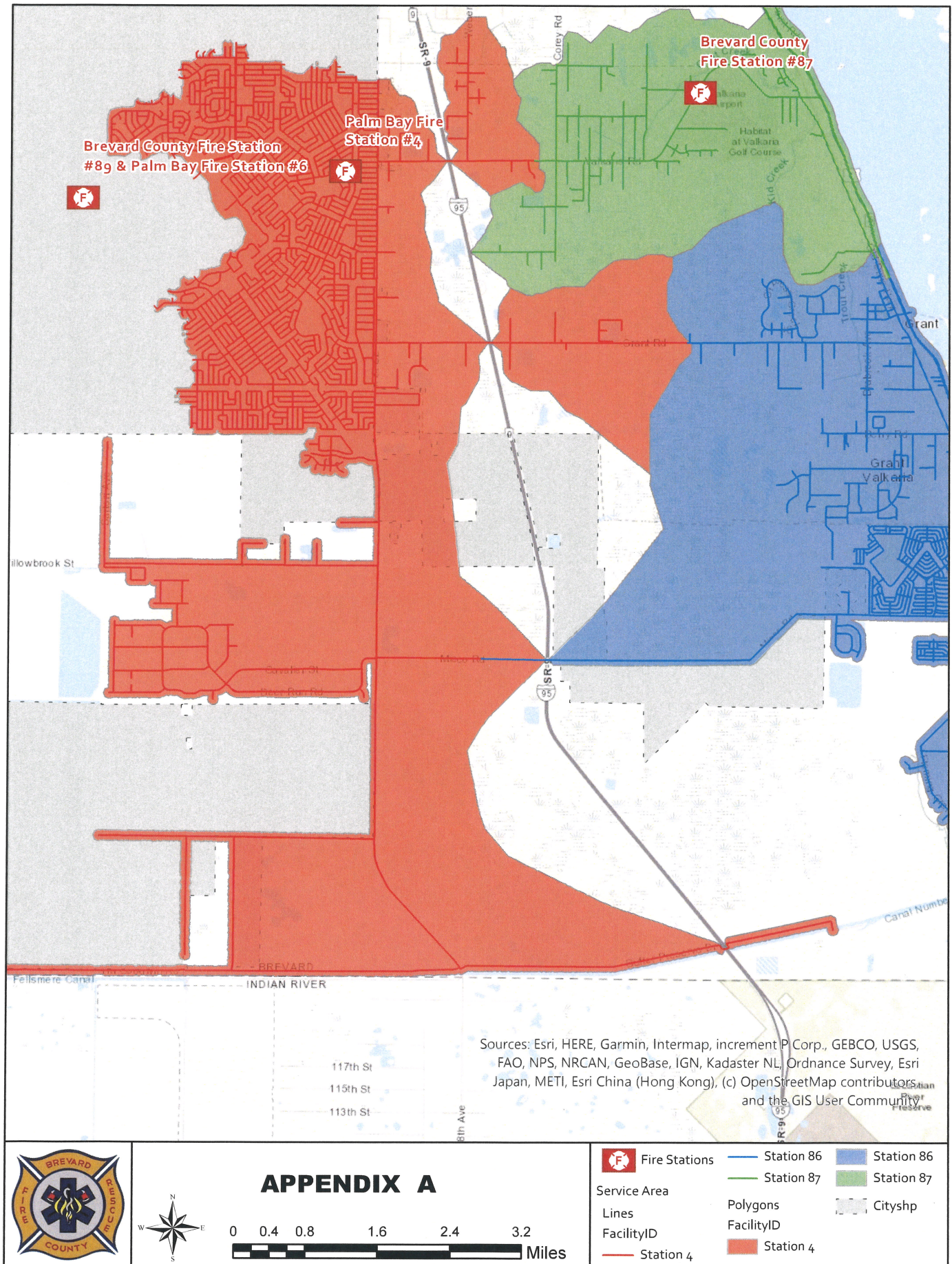
CITY OF PALM BAY, FLORIDA

By: _____
Suzanne Sherman, Acting City Manager

Reviewed for Legal Form and Content:

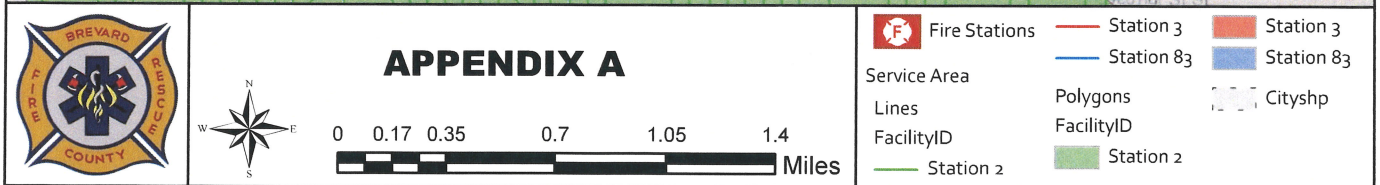
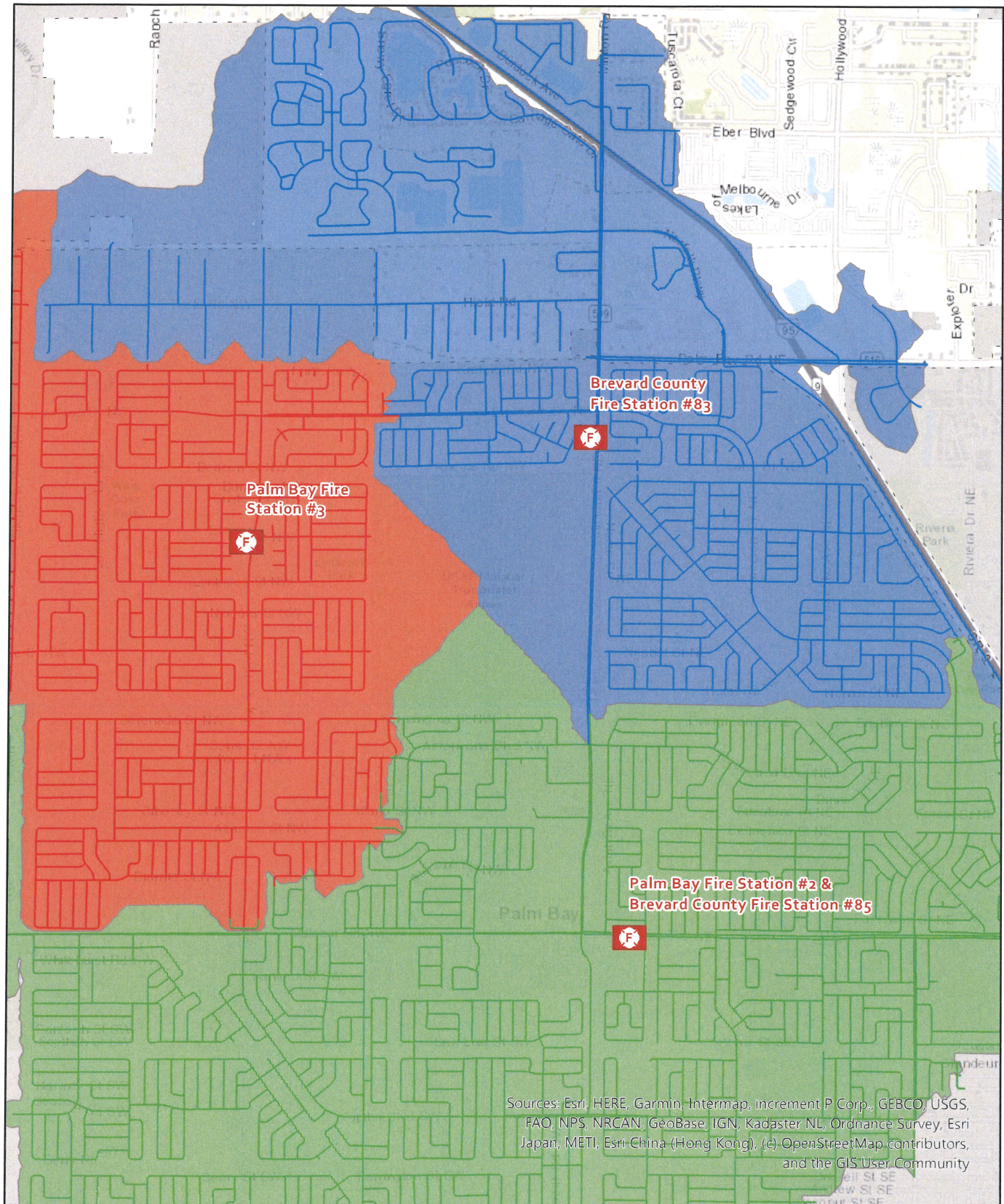
Patricia Smith, City Attorney

PALM BAY STATION 4 TO COUNTY AREA



Data Provided by Brevard County and Brevard County Fire Rescue.
 Map produced by Brevard County Fire Rescue GIS. Prepared for Chief Voltaire
 NAD 1983 StatePlane Florida East FIPS 0901 Feet
 Map is the property of Brevard County Fire Rescue.

BCFR STATION 83 TO PALM BAY AREA



Data Provided by Brevard County and Brevard County Fire Rescue.
 Map produced by Brevard County Fire Rescue GIS. Prepared for Chief Voltaire
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