

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

**BOARD AGENDA ITEM – June 13, 2023**

**DEPARTMENT/SCHOOL INITIATED AGREEMENT**

**23-888-A-WH - 9-1-1 Telecommunicator Program**

(BW) Bids Waived                       (A) Agreement

**REQUESTOR:** Career and Technical Education

**Legal Review Required:**  Yes     No

**Standard Template Used with No Changes:**  Yes     No

**Standard Template Type:** N/A

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Brevard County Board of County Commissioners	N/A	Mutually supportive agreement for a 9-1-1 telecommunicator program
<b>Total</b>	N/A	

<input type="checkbox"/> <b>Contract Renewal</b>	<b>New Contract Amount</b>	N/A
<input type="checkbox"/> <b>Recurring Contract</b>	<b>Previous Contract Amount</b>	N/A
<input checked="" type="checkbox"/> <b>New Contract</b>	<b>Variance</b>	N/A

**PRICE INCREASE / DECREASE EXPLANATION:** N/A

**DISCUSSION:**

As an enhancement to our criminal justice programs at Rockledge High and Palm Bay Magnet High schools, we added a 911 telecommunicator capstone course. Our existing dispatcher course has been offered at Titusville High School for the last three years. In partnership with our community, we identified a need for 911 simulators for these programs to enhance the curriculum and classroom experience for the students. These simulators provide a real world application of the material students are learning in the course.

The purpose of this Agreement is to provide a mechanism for Brevard County 9-1-1 Systems to support the Brevard Public Schools 9-1-1 Telecommunicator vocational program via reimbursement for approved costs and outline the roles and responsibilities of each party Statute 365.172.

An interlocal agreement has been used and approved by Legal Services on May 18, 2023.

**CONTRACT TERM:**

The initial contract term shall commence on the date fully signed by the parties and will be renewed for as long as the 9-1-1 Telecommunicator program is in place.

**RECOMMENDATION:**

It is the recommendation of Dr. Stephanie Soliven, Assistant Superintendent of Secondary Leading and Learning, and Rachel Rutledge, Director of Career and Technical Education to approve the attached agreement with The Brevard County Board of County Commissioners.

**AUTHORITY FOR ACTION:**

Section 163.01, Florida Statutes

## Interlocal Agreement

Between the Brevard County Board of County Commissioners and

The School Board of Brevard County, Florida

### Support of the 9-1-1 Telecommunicator program by 9-1-1 Systems Administration

This Interlocal Agreement (“Agreement”) is made by and between The School Board of Brevard County, Florida a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as “School Board”) and The Brevard County Board of County Commissioners, a political subdivision of the State of Florida, whose business address is 2725 Judge Fran Jamieson Way, Building A, Suite 120, Viera Florida 32940 (hereinafter referred to as “Board”).

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers to work together to provide services and facilities in a manner best suited to geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes, permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; The manner in which the parties to an interlocal agreement will provide from their treasuries the financial support for the purpose set forth in the interlocal agreement; and

WHEREAS, Part 1 of Section 1003.491 Florida Statutes, the Florida Career and Professional Education Act, improve middle and high school academic performance by providing rigorous and relevant curriculum opportunities; provide rigorous and relevant career-themed courses that articulate to postsecondary-level coursework and lead to industry certification; support local and regional economic development; respond to Florida’s critical workforce needs; and provide state residents with access to high-wage and high-demand careers; and

WHEREAS, the Board and School Board, together constituting the “Parties” to this Agreement, mutually acknowledge a shortage of Certified 9-1-1 Public Safety Telecommunicators within Brevard County; and

WHEREAS, in response to critical workforce needs, the School Board Office of Career and Technical Education Department (hereinafter referred to as “CTE”) developed a new Program called: “9-1-1 Telecommunicator” to be offered in three School Board Schools: Palm Bay Magnet High School, Rockledge High School, and Titusville High School; and

WHEREAS, the goal of the program is to prepare students for a career in Public Safety as a certified State of Florida 9-1-1 Public Safety Telecommunicator; and

WHEREAS, both parties recognize the Standards set forth by the Florida Department of Education Curriculum Framework and Career Ready Practices for the Secondary – Career Preparatory 43-5031 Police, Fire, and Ambulance Dispatchers program;

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

#### 1. RECITALS

The parties agree that the foregoing recitals are true and correct and are incorporated herein.

2. PURPOSE

The purpose of this Agreement is to provide a mechanism for Brevard County 9-1-1 Systems to support the Brevard Public Schools 9-1-1 Telecommunicator vocational program via reimbursement for approved costs and outline the roles and responsibilities of each party Statute 365.172.

3. TERM.

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under the Contract, and shall automatically renew as long as the School Board continues to provide the Brevard Public Schools 9-1-1 Telecommunicator vocational program and seeks reimbursement as described further herein.

4. ROLES AND RESPONSIBILITIES

**A. The School Board of Brevard County**

- a. 1. The School Board will be responsible for:
  - i. Designating a Resource Teacher in Career and Technical Education (“Resource Teacher”) as Point of Contact to serve as the primary representative for the School Board and is responsible for managing the partnership outlined in this Agreement
  - ii. Submitting a 9-1-1 Request for Reimbursement Form to the 9-1-1 Systems Manager, twenty-one days prior to the purchase of items to ensure the expenditure qualifies under Section 365.172, Florida Statutes, and funds are available for reimbursement.
  - iii. Paying for authorized items in full before requesting reimbursement from 9-1-1 Systems.
  - iv. Submitting to the 9-1-1 Systems Manager a 9-1-1 Reimbursement Request Form, applicable receipts and all required backup documentation for all reimbursement requests within four months of the expenditure.
  - v. Cooperating with the 9-1-1 Systems Manager to provide any additional requested documentation not specifically outlined in this agreement needed to successfully support the School Boards requests.
  - vi. Attending quarterly meetings with the 9-1-1 Systems Manager to address any program needs and preplan future proposals.
  - vii. Coordinating with the 9-1-1 Systems Manager on any request for an instructor or guest speaker from existing Public-Safety Answering Points(“PSAPs”).
  - viii. Arranging instructor or student PSAP observation with the 9-1-1 Systems Manager.

**B. The Brevard County Board of County Commissioners**

- b. 1. The County will be responsible for:

- i. Designating the 9-1-1 Systems Manager as the primary representative for the County and charging her/him with managing the partnership with the Resource Teacher as outlined in this Agreement.
- ii. Reviewing a 9-1-1 Request for Reimbursement Form, approving the eligible expense amount, and returning to the School Board designee, within fourteen days of receipt of the request form
- iii. Processing a 9-1-1 Reimbursement Request Form and collecting all required backup documentation for all reimbursement requests, including but not limited to all applicable receipts, and submitting the Form to the Brevard County Clerk's Office for reimbursement within 30 days of receipt of all required documentation.
- iv. Requesting additional documentation as needed for reimbursement requests.
- v. Coordinating and participating in quarterly meetings with the Resource Teacher in order to prepare for future requests or expenses, address program needs and preplan future proposals.
- vi. Arranging and scheduling guest speakers or instructors from existing PSAPs when requested.
- vii. Coordinating dates, times, and requirements for instructor or student PSAP observation.
- viii. Providing training for instructors or other staff to maintain their State of Florida Public Safety Telecommunicator Certification.

## 5. LIABILITY AND SOVEREIGN IMMUNITY

- a. To the extent allowed by law and subject to the provisions set forth in Section 768.28 and Chapter 252 (particularly Section 252.51), Florida Statutes, each Party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement.
- b. Nothing contained within this Agreement requires either Party to indemnify the other Party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents, or representatives.
- c. Neither Party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Section 768.28, Florida Statutes, as may be amended from time to time. Each Party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement.

## 6. INSURANCE

The Parties represent they are each self-insured and agree to maintain general liability insurance and workers' compensation insurance as required by law. The Parties further agree to provide each other with a copy of such insurance upon request.

#### 7. INDEMNIFICATION

- a. Subject to the provisions and limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties understand their liability for tort liability for injury, damage to property, personal injury or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment.
- b. No provision herein shall be construed as (i) a waiver by either Party to any right, defense or immunity to which either Party has pursuant to Section 768.28, Florida Statutes, or Chapter 768, Florida Statutes, generally, or any other statute; (ii) an agreement by either Party to indemnify the other; or (iii) consent by either Party to be sued by third parties.

#### 8. AUDIT/PUBLIC RECORDS

The County and the School Board shall otherwise comply with Chapter 119, Florida Statutes, Florida's Public Records Laws, and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further the parties will ensure that records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

#### 9. NON-DISCRIMINATION

The Parties shall not unlawfully discriminate against any individual on the basis of his/her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring under this Agreement.

#### 10. INDEPENDENT CONTRACTORS

The Parties acknowledge that they are independent contractors to each other. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

#### 11. WAIVER OR DELAY

No waiver or delay of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or will be deemed a waiver of such provision at any other time.

#### 12. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire agreement between the County and the School Board concerning the purposes set forth herein. This Agreement may only be amended or supplemented by written Agreement duly executed by the Parties hereto.

### 13. NOTICES

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

To the COUNTY:  
Frank Abbate, County Manager  
Brevard County, County Manager's Office  
2725 Judge Fran Jamieson Way Bldg "C" , Suite  
Viera, FL 32940

John Scott, Emergency Management Director  
Brevard County Office of Emergency Management  
1746 Cedar St  
Rockledge, FL 32955

To The School Board of Brevard County, Florida:

Brevard Public Schools  
Director of Career and Technical Education  
2700 Judge Fran Jamieson Way  
Viera, FL 32940

The designated official/employee and/or address to which a notice or demand is to be sent may be changed by the changing Party giving written notice to the other Party.

### 13. DISPUTE RESOLUTION

- a. As a condition precedent to a Party bringing a lawsuit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the alleged breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties.
- b. The existence of a dispute shall not excuse the Parties from performance of any other duty not in dispute under this Agreement.
- c. This remedy is supplemental to any other remedies available at law.

### 14. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Florida. Venue for any legal action by a Party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and ANY TRIAL SHALL BE NON-JURY.

15. ATTORNEYS FEES AND COSTS

In the event of any legal action or proceeding to enforce the terms of this Agreement, each Party shall be responsible for its own attorney's fees and costs/expenses.

16. SEVERABILITY

The invalidity or unenforceability of any provision of clause in this Agreement shall not affect the validity or enforceability of any other clause or provision.

17. CONSTRUCTION OF THE AGREEMENT

The Parties acknowledge and agree that they have fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be more strictly construed or interpreted against one Party as opposed to the other Party as if it were the drafter of the Agreement.

18. TERMINATION

This Agreement may be terminated by either Party upon giving six (6) months' notice in writing to the other Party.

19. EFFECTIVE DATE

Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall take effect after it has been properly approved and signed by both the County and the School Board, and upon being filed with the Clerk of the Court of Brevard County.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates(s) written below.

SCHOOL BOARD OF BREVARD  
COUNTY, FLORIDA

BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_

Matthew J. Susin, Board Chairman

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date