

MEMORANDUM OF UNDERSTANDING REGARDING BRUSH FIRE ASSISTANCE BETWEEN THE CITY OF PALM BAY AND WAYNE IVEY, IN HIS OFFICIAL CAPACITY AS SHERIFF OF BREVARD COUNTY

WHEREAS, to better serve the public during seasonal wildfires, the City of Palm Bay's Fire Rescue (hereinafter "Fire Rescue" or "Palm Bay Fire Rescue") has enlisted Wayne Ivey, in his official capacity as the Sheriff of Brevard County, and the Brevard County Sheriff's Office Aviation Unit (hereinafter "Sheriff") (Fire Rescue and Sheriff are individually referred to as "Party" or collectively as "Parties" herein) aircraft and personnel to aid in controlling medium to large wildfires that may endanger homes, businesses, or other properties; and

WHEREAS, this Memorandum of Understanding is to define roles and responsibilities as it pertains to the use of the Brevard County Sheriff's Office aircraft and crews; and

WHEREAS, it is understood by both parties that the Brevard County Sheriff's Office core responsibility is in law enforcement; and

WHEREAS, it is also understood that aircraft assigned during a fire rescue event will be dedicated to such event until such time as it is released by the Incident Commander; and

WHEREAS, as part of this Memorandum of Understanding, it has been agreed that Palm Bay Fire Rescue agrees to reimburse Sheriff for all fuel costs associated with the request and response to Palm Bay Fire Rescue incidents pertaining to brush fires. Requests from other jurisdictions inside or outside of the City of Palm Bay are beyond the scope of this agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the adequacy and consideration of which is hereby acknowledged as good and acceptable and the receipt of which being hereby acknowledged:

SECTION I. RESPONSIBILITIES

1. The Sheriff shall:

- a. Notify Palm Bay Fire Rescue when they are unable to respond with brush fire capable aircraft for a period greater than 24 hours. The notification will be made to the Unified Communications Center who will page the on-duty Battalion Chiefs both when the aircraft is unable to respond and again when it is back in-service.
- b. Begin response upon being requested by Palm Bay Fire Rescue when units are available. This entails calling/notifying flight and ground crews and loading up supplies and equipment needed to respond.

- c. Ensure VHF-FM and 800 MHz radios are functioning in aircraft that respond to wildfires.
- d. Be under the direction of the Incident Commander during the emergency event.
- e. All flight activity will be conducted within rules and regulations outlined by the FAA.
- f. Only respond to the City of Palm Bay brush fire incidents at the request of authorized Palm Bay Fire Rescue personnel, as established by the Fire Chief.

2. Palm Bay Fire Rescue shall:

- a. Reimburse all fuel costs absorbed by the Sheriff during all incidents in which the Brevard County Sheriff's Office Aviation Unit was formally requested to respond and operate as part of a brush fire response. For example, as of the time of this agreement the fuel cost is approximately two dollars (\$2.17) per gallon which equates to about one-hundred eighty to two-hundred dollars (\$180.00-\$200.00) per hour. Both parties acknowledge this will fluctuate from day to day and parties agree that Palm Bay Fire Rescue will reimburse at the actual rate spent by Sheriff.
- b. Provide a list of personnel who have authority to request the Brevard County Sheriff's Office Aviation Unit for brush fire response.
- c. Budget funds for aerial support for fire suppression and establish and maintain accounts for transfer of funds.
- d. Transfer funds to Sheriff for invoiced fuel expenses occurring from brush fire responses on a quarterly basis.

SECTION II. MEETINGS [Annual Preliminary Wildfire Season Response Meeting]

At the beginning of wildfire season or whenever deemed necessary, Palm Bay Fire Rescue and Brevard County Sheriff's Office/Aviation Unit managers shall meet to discuss equipment and staffing availability, any coordination changes, and operation improvements or needs.

SECTION III. REVISIONS

This document provides an understanding of responsibilities for the Sheriff and the City of Palm Bay Fire Rescue and may be altered by written agreement by both agencies at any time.

As responsible managers of our respective organizations, our signature below commits our resources to this Memorandum of Understanding to better serve the citizens of

Brevard County and the City of Palm Bay. This agreement shall remain in effect for three (3) years upon the signature of both parties.

SECTION IV. LIABILITY/INDEMINIFICATION The parties agree and understand that each is a governmental entity of the State of Florida and entitled to sovereign immunity pursuant to Florida Statute §768.28. To the extent allowed by law, each shall be responsible for the actions of its own employees, deputies, officers, agents solely. Notwithstanding, nothing contained herein shall be construed as an admission of liability by either party.

Suzanne Sherman, City Manager
City of Palm Bay

Date

Wayne Ivey, Sheriff
Brevard County Sheriff's Office

Date