

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

July 2, 2024

9:30 AM

Bradford County Courthouse
945 North Temple Avenue
Starke, Florida 32091

AGENDA

1. Chair to call meeting to order.
2. Public Hearing: Ordinance

(Please ask for Public Comments prior to Motion and Vote)

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA RELATING TO THE PROVISION AND FUNDING OF FIRE RESCUE SERVICES, AND FACILITIES; AUTHORIZING THE IMPOSITION AND COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS AGAINST REAL PROPERTY SPECIALLY BENEFITTED BY THE PROVISION OF SUCH SERVICES AND FACILITIES ESTABLISHED BY THE COUNTY HEREUNDER; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING, COLLECTING AND ADMINISTERING FIRE RESCUE ASSESSMENTS; PROVIDING THAT FIRE RESCUE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

3. Public Comments

- Three (3) minutes per speaker;
- Comments will not be accepted after the meeting begins;
- State your name and address into the record before addressing the board;
- Address your questions to the board, not county staff;
- Refrain from demands for an immediate board response; and
- No boisterous behavior, personal, impertinent, or slanderous remarks.

4. Approval of Consent Agenda

ACTION

- A. Meeting Minutes from 6-4-24
- B. Request for Promulgation Letter & Resolution Adopting 2024 Bradford County Comprehensive Emergency Management Plan:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA ADOPTING THE 2024 BRADFORD
COUNTY EMERGENCY MANAGEMENT PLAN.

5. State of Florida, Division of Emergency Management: 2023 Statewide Mutual Aid Agreement
6. Community Paramedicine Program Update
7. Pros and Cons of Implementing an Employee Evaluation System – Presentation by Jason Taylor with The Krizner Group
8. Clerk Reports – Denny Thompson, Clerk to the Board and Clerk of the Circuit Court
9. Sheriff Reports – Gordon Smith, Sheriff
10. County Manager Reports – County Manager, Scott Kornegay
11. County Attorney Reports – Rob Bradley
12. Commissioner’s Comments
13. Chair’s Comments

ACTION

Information

Information

NOTICE:

Pursuant to Section 286.0105, Florida Statutes, notice is hereby provided that, if a person decides to appeal any decision made by the Board of County Commissioners of Bradford County, Florida with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: July 2, 2024

AGENDA ITEM AN ORDINANCE OF BRADFORD COUNTY, FLORIDA RELATING TO THE PROVISION AND FUNDING OF FIRE RESCUE SERVICES, AND FACILITIES; AUTHORIZING THE IMPOSITION AND COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS AGAINST REAL PROPERTY SPECIALLY BENEFITED BY THE PROVISION OF SUCH SERVICES AND FACILITIES ESTABLISHED BY THE COUNTY HEREUNDER; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING, COLLECTING AND ADMINISTERING FIRE RESCUE ASSESSMENTS; PROVIDING THAT FIRE RESCUE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: County Manager

PURPOSE: Adoption of the ordinance authorizing the imposition and collection of non-ad valorem special assessments. This ordinance will allow for the collection of a future proposed fire assessment.

ASSOCIATED COST(S): None

ORDINANCE NO. _____

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA RELATING TO THE PROVISION AND FUNDING OF FIRE RESCUE SERVICES, AND FACILITIES; AUTHORIZING THE IMPOSITION AND COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS AGAINST REAL PROPERTY SPECIALLY BENEFITTED BY THE PROVISION OF SUCH SERVICES AND FACILITIES ESTABLISHED BY THE COUNTY HEREUNDER; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING, COLLECTING AND ADMINISTERING FIRE RESCUE ASSESSMENTS; PROVIDING THAT FIRE RESCUE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA:

ARTICLE 1
INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"**Annual Rate Resolution**" means the resolution described in Section 2.08 hereof, establishing the rate at which a Fire Rescue Assessment for a specific Fiscal Year will be computed. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which a Fire Rescue Assessment is imposed or reimposed.

"**Assessed Property**" means all parcels of real property included on the Assessment Roll that receive a special benefit from the delivery of the fire rescue services, programs or facilities identified in the Initial Assessment Resolution or a subsequent Preliminary Rate Resolution.

"**Assessment Coordinator**" shall mean the County Manager or his or her designee, and may include where the context requires any consultants engaged by the County to facilitate the annual imposition and collection of Fire Rescue Assessments.

"**Assessment Roll**" means the special assessment roll relating to a Fire Rescue Assessment approved by a Final Assessment Resolution pursuant to Section 2.06 hereof or an Annual Rate Resolution pursuant to Section 2.08 hereof.

"**Board**" means the Board of County Commissioners of Bradford County, Florida.

"**Building**" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind, including mobile homes. This term shall include the use of land in which lot or spaces are offered for use, rent or lease for the placement of mobile homes, travel trailers, or the like for residential purposes.

"**Certificate of Occupancy**" means the written certification issued by the County that a Building is ready for occupancy for its intended use. For the purposes of this Ordinance, a set up or tie down permit or its equivalent issued for a mobile home shall be considered a Certificate of Occupancy.

"**Clerk**" means the Clerk of the Circuit Court for Bradford County, Florida, as ex-officio Clerk of the Board, or any Deputy Clerk or designee of the Clerk.

"**County**" means Bradford County, Florida.

"**County Manager**" means the chief administrative officer of the County, designated by the Board to be responsible for coordinating Fire Rescue Assessments, or such person's designee.

"**Final Assessment Resolution**" means the resolution described in Section 2.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the initial imposition of Fire Rescue Assessments.

"**Fire Rescue Assessment**" means a special assessment lawfully imposed by the Board against Assessed Property to fund all or any portion of the cost of the provision of fire rescue services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property.

"**Fire Rescue Assessed Cost**" means the amount determined by the Board to be assessed in any Fiscal Year to fund all or any portion of the cost of the provision of fire rescue services, facilities, or programs which provide a special benefit to Assessed Property, and shall include, but not be limited to, the following components: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the County to provide fire rescue services; (M) all costs associated with the structure, implementation,

collection, and enforcement of the Fire Rescue Assessments, including any service charges of the Tax Collector or Property Appraiser and amounts necessary to off-set discounts received for early payment of Fire Rescue Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Fire Rescue Assessments collected pursuant to Section 3.02 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of fire rescue services, facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the Board by subsequent resolution; (O) a reasonable amount for contingency and anticipated delinquencies and uncollectible Fire Rescue Assessments; and (P) reimbursement to the County or any other Person for any moneys advanced for any costs incurred by the County or such Person in connection with any of the foregoing components of Fire Rescue Assessed Cost. In the event the County also imposes an impact fee upon that part of new growth or development for fire rescue related capital improvements paid by impact fees, the Fire Rescue Assessed Cost shall not include that part of such costs attributable to capital improvements necessitated by new growth or development that will be paid by such impact fees.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the County.

"Government Property" means property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Initial Assessment Resolution" means the resolution described in Section 2.02 hereof which shall be the initial proceeding for the identification of the Fire Rescue Assessed Cost for which an assessment is to be made and for the imposition of a Fire Rescue Assessment.

"Maximum Assessment Rate" means the highest rate of a Fire Rescue Assessment established by the Board in an Initial Assessment Resolution or Preliminary Rate Resolution and confirmed by the Board in the Final Assessment Resolution or Annual Rate Resolution.

"Ordinance" means this Fire Rescue Assessment Ordinance.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Preliminary Rate Resolution" means the resolution described in Section 2.08 hereof initiating the annual process for updating the Assessment Roll and directing the reimposition of Fire Rescue Assessments pursuant to an Annual Rate Resolution.

"Property Appraiser" means the Bradford County Property Appraiser.

"Tax Collector" means the Bradford County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. GENERAL FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 1, Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, the Board has all powers of local self-government to perform county functions and to render county services in a manner not inconsistent with law, and such power may be exercised by the enactment of County ordinances.

(B) In addition to its powers of self-government, the Board is authorized by section 125.01(1)(q), Florida Statutes, to impose Fire Rescue Assessments in all or a portion of the unincorporated area and within municipal areas through the creation of a municipal service benefit unit. The creation of a municipal service benefit unit which consists of any property situated within an incorporated area requires the consent of the affected municipality pursuant to section 125.01(1)(q), Florida Statutes. Additionally, the Board derives authority to impose Fire Rescue Assessments within a municipal service benefit unit from the home rule power of counties in Article VIII, section 1(f), Florida Constitution, section 125.01, Florida Statutes, and specifically section 125.01(1)(r), Florida Statutes.

(C) This Ordinance authorizes the imposition of Fire Rescue Assessments through a municipal service benefit unit hereafter created in a Final Assessment Resolution or Annual Rate Resolution adopted pursuant to this Ordinance. Additionally and alternatively, this Ordinance authorizes the imposition of a Fire Rescue Assessment throughout a geographic area designated by the Board in an Initial Assessment or Preliminary Rate Resolution, without requiring the creation of a new, or the use of an existing, municipal service benefit unit. This Ordinance authorizes the Board to designate all or a portion of the unincorporated area, and municipal areas with such municipality's consent, as subject to the Fire Rescue Assessments authorized hereunder.

(D) The purpose of this Ordinance is to (1) provide procedures and standards for the imposition of county Fire Rescue Assessments under the general home rule powers of a county to impose special assessments and the express statutory authority to create municipal service benefit units set forth in section 125.01(1)(q), Florida Statutes; (2) authorize a procedure for the funding of fire rescue services, facilities, or programs providing special benefits to property within the County; and (3) legislatively determine the special benefit provided to Assessed Property from the provision of fire rescue services by the County.

(E) The annual Fire Rescue Assessments to be imposed using the procedures provided in this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(F) The Fire Rescue Assessments to be imposed using the procedures provided in this Ordinance are imposed by the Board, not the Clerk, Property Appraiser or Tax Collector. The

duties of the Clerk, Property Appraiser and Tax Collector under the provisions of this Ordinance and the Uniform Assessment Collection Act are ministerial.

SECTION 1.04. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT.

It is hereby ascertained and declared that the fire rescue services, facilities, and programs provide a special benefit to property that is improved by the existence or construction of a Building based upon the following legislative determinations:

(A) Fire rescue services possess a logical relationship to the use and enjoyment of improved property by: (1) protecting the value of the improvements and structures through the provision of available fire rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of improvements and structures within improved parcels; (3) lowering the cost of fire insurance by the presence of a professional and comprehensive fire rescue program within the County; and (4) containing the spread of fire incidents occurring on vacant property with the potential to spread and endanger the structures and occupants of improved property.

(B) The fire rescue services provided by the County enhance and strengthen the relationship of such services to the use and enjoyment of Buildings within improved parcels of property within the areas served by the County.

(C) The fire rescue services provided by the County enhance the value of business and commercial property that is improved by the existence or construction of a Building which enhanced value can be anticipated to be reflected in the rental charge or value of such business or commercial property.

ARTICLE II
ANNUAL FIRE RESCUE ASSESSMENTS

SECTION 2.01. GENERAL AUTHORITY.

(A) The Board is hereby authorized to impose an annual Fire Rescue Assessment to fund all or any portion of the Fire Rescue Assessed Cost upon benefitted property at a rate of assessment based on the special benefit accruing to such property from the County's provision of fire rescue services, facilities, or programs. All Fire Rescue Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the Fire Rescue Assessment imposed in a Fiscal Year against a parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a methodology determined by the Board to provide a fair and reasonable apportionment of the Fire Rescue Assessed Cost among properties on a basis reasonably related to the special benefit provided by fire rescue services, facilities, or programs funded with assessment proceeds.

(C) Nothing contained in this Ordinance shall be construed to require the imposition of Fire Rescue Assessments against Government Property.

SECTION 2.02. INITIAL PROCEEDINGS.

(A) The initial proceeding for the imposition of a Fire Rescue Assessment shall be the adoption of an Initial Assessment Resolution by the Board, (1) containing a brief and general description of the fire rescue services, facilities, or programs to be provided, (2) determining the Fire Rescue Assessed Cost to be assessed, (3) describing the method of apportioning the Fire Rescue Assessed Cost and the computation of the Fire Rescue Assessment for specific properties,

(4) establishing an estimated assessment rate for the upcoming Fiscal Year, (5) establishing a Maximum Assessment Rate, if desired by the Board, and (6) directing the Assessment Coordinator to (a) prepare the initial Assessment Roll, as required by Section 2.03 hereof, (b) publish the notice required by Section 2.04 hereof, and (c) mail the notice required by Section 2.05 hereof using information then available from the Tax Roll.

(B) The Initial Assessment Resolution shall also sufficiently identify property that may be subject to the imposition of Fire Rescue Assessments by designating a geographic area within the County where the Board provides fire rescue services, facilities and programs as follows:

(1) Such Board designated geographic area may consist of all or a portion of the unincorporated area, all or a portion of the incorporated area, or any combination of the foregoing. The Board may designate such geographic area by creating a new municipal service benefit unit, which contains a description of the property to be included or the Board may use an existing municipal service benefit unit heretofore created by the Board.

(2) Alternatively, the Board shall identify such property by providing a summary description of the parcels, conforming to the description on the Tax Roll, located within the County that receive a special benefit from the provision of fire rescue services, facilities or programs.

SECTION 2.03. INITIAL ASSESSMENT ROLL.

(A) The Assessment Coordinator shall prepare, or direct the preparation of, the initial Assessment Roll, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll

(2) The name of the Owner of the Assessed Property.

(3) The amount of the Fire Rescue Assessment to be imposed against each such parcel of Assessed Property.

(B) The initial Assessment Roll shall be retained by the County Manager and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Fire Rescue Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 2.04. NOTICE BY PUBLICATION. Upon completion of the initial Assessment Roll, the County Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the County a notice stating that at a meeting of the Board on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Board will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (A) a geographic depiction of the property subject to the Fire Rescue Assessment; (B) a brief and general description of the fire rescue services, facilities, or programs to be provided; (C) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (D) the procedure for objecting provided in Section 2.06 hereof; (E) the method by which the Fire Rescue Assessment will be collected; and (F) a statement that the initial Assessment Roll is available for inspection at the office of the County Manager and all interested

persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the County Manager.

SECTION 2.05. NOTICE BY MAIL. In addition to the published notice required by Section 2.04, the Assessment Coordinator shall provide notice, or direct the provision of notice, of the proposed Fire Rescue Assessment by first class mail to the Owner of each parcel of property (except Government Property) subject to the Fire Rescue Assessment. Such notice shall include (A) the purpose of the Fire Rescue Assessment; (B) the rate of assessment to be levied against each parcel of property including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (C) the unit of measurement applied to determine the Fire Rescue Assessment; (D) the number of such units contained in each parcel of property; (E) the total revenue to be collected by the County from the Fire Rescue Assessment; (F) a statement that failure to pay the Fire Rescue Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (G) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Board within 20 days of the notice; and (H) the date, time, and place of the hearing. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The Assessment Coordinator may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor

release or discharge any obligation for payment of a Fire Rescue Assessment imposed by the Board pursuant to this Ordinance.

SECTION 2.06. ADOPTION OF FINAL ASSESSMENT RESOLUTION. At the day and time named in such notice, or to which an adjournment or continuance may be taken by the Board, the Board shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Board adopt the Final Assessment Resolution which shall (A) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Board; (B) establish the rate of assessment to be imposed in the upcoming Fiscal Year; (C) establish a Maximum Assessment Rate that may be imposed in the event such rate was included in the Initial Assessment Resolution; (D) approve the initial Assessment Roll, with such amendments as it deems just and right; and (E) determine the method of collection. The adoption of the Final Assessment Resolution by the Board shall constitute a legislative determination that all parcels assessed derive a special benefit from the fire rescue services, facilities, or programs to be provided or constructed and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit. All written objections to the Final Assessment Resolution shall be filed with the County Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Fire Rescue Assessments are imposed or reimposed hereunder.

SECTION 2.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Fire Rescue Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final

adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the initial rate of assessment; the Maximum Assessment Rate, if any; the initial Assessment Roll; and the levy and lien of the Fire Rescue Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Fire Rescue Assessments, such other official as the Board by resolution shall designate.

SECTION 2.08. ADOPTION OF ANNUAL RATE RESOLUTION.

(A) The Board shall adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year following the initial Fiscal Year for which a Fire Rescue Assessment is imposed hereunder.

(B) The initial proceedings for the adoption of an Annual Rate Resolution shall be the adoption of a Preliminary Rate Resolution by the Board (1) containing a brief and general description of the fire rescue services, facilities, or programs to be provided; (2) determining the Fire Rescue Assessed Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the Board; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the Assessment

Coordinator to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the County.

(C) The Annual Rate Resolution shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Board deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the Board from providing annual notification to all Owners of Assessed Property in the manner provided in either or both Sections 2.04 or 2.05 hereof.

(E) The Board may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 2.04 and 2.05 hereof.

(F) In the event (1) the proposed Fire Rescue Assessment for any Fiscal Year exceeds the rates of assessment adopted by the Board including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, (2) the purpose for which the Fire Rescue Assessment is imposed

or the use of the revenue from the Fire Rescue Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Fire Rescue Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 2.04 and 2.05 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Fire Rescue Assessment imposed by the Board pursuant to this Ordinance.

(G) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Fire Rescue Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board action on the Annual Rate Resolution. Nothing contained herein shall be construed

or interpreted to affect the finality of any Fire Rescue Assessment not challenged within the required 20-day period for those Fire Rescue Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Fire Rescue Assessments, such other official as the Board by resolution shall designate. If the Fire Rescue Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

SECTION 2.09. LIEN OF FIRE RESCUE ASSESSMENTS. Upon the adoption of the Assessment Roll, all Fire Rescue Assessments shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for a Fire Rescue Assessment shall be deemed perfected upon adoption by the Board of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for a Fire Rescue Assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for a Fire Rescue Assessment collected under the alternative method of Collection provided in Section 3.02 shall be deemed perfected upon adoption by the Board of the

Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.10. REVISIONS TO FIRE RESCUE ASSESSMENTS. If any Fire Rescue Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Board is satisfied that any such Fire Rescue Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Board has failed to include or omitted any property on the Assessment Roll which property should have been so included, the Board may take all necessary steps to impose a new Fire Rescue Assessment against any property benefited by the Fire Rescue Assessed Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Fire Rescue Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Fire Rescue Assessments until a valid Fire Rescue Assessment is imposed.

SECTION 2.11. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Fire Rescue Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Fire Rescue Assessment as finally approved shall be competent and sufficient evidence that such Fire Rescue Assessment was duly levied, that the Fire Rescue Assessment was duly made and adopted, and that all other proceedings adequate to such Fire Rescue Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby.

SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, County Manager, Assessment Coordinator, Board, or their deputies or employees, shall operate to release or discharge any obligation for payment of a Fire Rescue Assessment imposed by the Board under the provision of this Ordinance.

(B) When it shall appear that any Fire Rescue Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of fire rescue services, facilities, or programs, but that such property was omitted from the Assessment Roll or was not listed on the Tax Roll as an individual parcel of property as of the effective date of the Assessment Roll approved by the Annual Rate Resolution for any upcoming Fiscal Year, the Board may, upon provision of a notice by mail provided to the Owner of the omitted parcel in the manner and form provided in Section 2.05, impose the applicable Fire Rescue Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Fire Rescue Assessment due for the prior two Fiscal Years. Such Fire Rescue Assessment shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided in Article III hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(C) Prior to the delivery of the Assessment Roll to the Tax Collector in accordance with the Uniform Assessment Collection Act, the County Manager shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any property subject to a Fire Rescue Assessment, to reclassify property based upon presentation of

competent and substantial evidence, and correct any error in applying the Fire Rescue Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the Fire Rescue Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the County Manager and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the County Manager.

SECTION 2.13. INTERIM ASSESSMENTS. An interim Fire Rescue Assessment shall be imposed against all property for which a Certificate of Occupancy is issued after the adoption of the Annual Rate Resolution. The amount of the interim Fire Rescue Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year in which the Certificate of Occupancy is issued. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Fire Rescue Assessment shall also include an estimate of the subsequent Fiscal Year's Fire Rescue Assessment. No Certificate of Occupancy shall be issued until full payment of the interim Fire Rescue Assessment is received by the County. Issuance of the Certificate of Occupancy by mistake or inadvertence, and without the payment in full of the interim Fire Rescue Assessments, shall not

relieve the Owner of such property of the obligation of full payment. Any interim Fire Rescue Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 3.01 of this Ordinance, under the alternative collection method provided in Section 3.02 or by any other method authorized by law. Any interim Fire Rescue Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

SECTION 2.14. INCLUSION OF MUNICIPAL AREAS.

(A) The areas provided fire rescue services, facilities, and programs by the County and subject to the imposition of Fire Rescue Assessments may include incorporated areas. However, any municipality not heretofore providing evidence of consent to such assessments by ordinance, shall evidence a request for inclusion and consent to such inclusion by ordinance in accordance with section 125.01(1)(q), Florida Statutes.

(B) Any municipal request or consent for inclusion given to the County shall thereafter be deemed given in advance and automatically renewed for each Fiscal Year thereafter unless such request and consent is timely withdrawn by the adoption of an ordinance abandoning the municipality's request and consent and providing a certified copy of such ordinance to the Board prior to May 1 preceding the Fiscal Year for which such request and consent is being

withdrawn. Inclusion of any municipality shall be irrevocable for any Fiscal Year in which Fire Rescue Assessments are levied by the County within an incorporated area.

**ARTICLE III
COLLECTION AND USE OF FIRE RESCUE ASSESSMENTS**

SECTION 3.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the Board, the Fire Rescue Assessments shall be collected pursuant to the uniform method provided in the Uniform Assessment Collection Act, and the County shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act or other provision of law.

(B) The amount of a Fire Rescue Assessment to be collected using the uniform method pursuant to the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the Owner as required under the Uniform Assessment Collection Act, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Fire Rescue Assessment upon certification of a non-ad valorem roll to the Tax Collector by the County.

SECTION 3.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of utilizing the Uniform Assessment Collection Act, the Board may elect to collect the Fire Rescue

Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(A) The Board shall provide Fire Rescue Assessment bills by first class mail to the Owner of each affected parcel of property, other than Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Fire Rescue Assessment, (2) a description of the unit of measurement used to determine the amount of the Fire Rescue Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Fire Rescue Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Fire Rescue Assessment is due, and (7) a statement that the Fire Rescue Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Fire Rescue Assessments shall be recorded in the Official Records of the County. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The Board shall have the right to foreclose and collect all delinquent Fire Rescue Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A Fire Rescue Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The Board or its agent shall notify any property owner who is delinquent in payment of his or her Fire Rescue Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the Board or its agent will either (1) initiate a foreclosure action or

suit in equity and cause the foreclosure of such property subject to a delinquent Fire Rescue Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Fire Rescue Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the County may be the purchaser to the same extent as any Person. The Board or its agent may join in one foreclosure action the collection of Fire Rescue Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the Board and its agents, including reasonable attorney fees, in collection of such delinquent Fire Rescue Assessments and any other costs incurred by the Board as a result of such delinquent Fire Rescue Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent Fire Rescue Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Fire Rescue Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(F) Notwithstanding the Board's use of an alternative method of collection, the County Manager shall have the same power and authority to correct errors and omissions as provided to him or other County officials in Section 2.12 hereof.

(G) Any Board action required in the collection of Fire Rescue Assessments may be by resolution.

SECTION 3.03. GOVERNMENT PROPERTY.

(A) In the event Fire Rescue Assessments are imposed against Government Property, the Board shall provide Fire Rescue Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Fire Rescue Assessment, (2) a description of the unit of measurement used to determine the amount of the Fire Rescue Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Fire Rescue Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Fire Rescue Assessment is due.

(B) Fire Rescue Assessments imposed against Government Property shall be due on the same date as all other Fire Rescue Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) A Fire Rescue Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The Board shall notify the Owner of any Government Property that is delinquent in payment of its Fire Rescue Assessment within 60 days from the date such assessment was due. Such notice shall state that the Board will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent Owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the County, including reasonable attorney fees, in collection of such delinquent Fire Rescue Assessments and any other costs incurred by the Board as a result of such delinquent Fire Rescue Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, a Fire Rescue Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in periodic installments with a remedy of a mandamus action in the event of non-payment. The Board may contract for such billing services with any utility, whether or not such utility is owned by the County.

**ARTICLE IV
GENERAL PROVISIONS**

SECTION 4.01. APPLICABILITY. This Ordinance and the Board's authority to impose assessments pursuant hereto shall be applicable throughout the unincorporated area of the County and throughout the incorporated area of any municipality whose governing body has heretofore or hereafter requested and consented to the provision of the fire rescue services, facilities and programs by the County.

SECTION 4.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the County, shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the Board from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the County, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 4.03. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

[Remainder of page intentionally left blank]

SECTION 4.04. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. This Ordinance shall take effect immediately upon its filing with the Department of State.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this ____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: DIANE ANDREWS, as its Chair

ATTEST:

By: DENNY THOMPSON, as Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: RICHARD KOMANDO, as County Attorney

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: July 2, 2024

AGENDA ITEM Meeting minutes from 06-04-2024.

DEPARTMENT: Clerk's Office

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

June 4, 2024

9:30 A.M.

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

MEETING MINUTES

BOARD MEMBERS PRESENT: Commissioner District 1 – Chair Carolyn Spooner
Commissioner District 4 – Vice-Chair Danny Riddick
Commissioner District 2 – Kenny Thompson
Commissioner District 3 – Joseph C. Dougherty
Commissioner District 5 – Diane Andrews

PRESS PRESENT: Bradford County Telegraph

STAFF MEMBERS IN ATTENDANCE: County Manager Scott Kornegay; Executive Assistant Amanda Brown; County Attorney Rob Bradley; Clerk of Court Denny Thompson; Chief Deputy Clerk Rachel Rhoden; Finance Director Dana LaFollette; Public Works Director Jason Dodds; Solid Waste Director Bennie Jackson; Community Development Director Kelly Canady; Zoning Director Randy Andrews; Library Assistant Director Kimberly Crawford; Fire Rescue Chief Ben Carter; Fire Rescue Division Chief Dylan Rodgers; and Sheriff Gordon Smith.

1. **CALL TO ORDER:** Chair Spooner called the meeting to order at 9:30 A.M.
2. **PUBLIC HEARING – ROAD CLOSURE – ZONING DIRECTOR RANDY ANDREWS**

Chair Spooner opened the hearing for public comments; there being none, the hearing was closed. Mr. Andrews presented a road closure application for board consideration.

- **A 30 FOOT PLATTED STREET RUNNING NORTH AND SOUTH THRU LOTS 54,55,58 & 59 OF WOODLAWN, PLAT BOOK 1, PAGE 17 OF THE PUBLIC RECORDS OF BRADFORD COUNTY, FLORIDA AND LYING SOUTH OF NE 247TH ST., A COUNTY MAINTAINED ROAD, EAST OF STATE ROAD 200/US HIGHWAY 301 AND WEST OF CSX TRANSPORTATION RAILROAD IN SECTION 12, TOWNSHIP 5 SOUTH, RANGE 22 EAST, BRADFORD COUNTY FLORIDA.**
- **A 30 FOOT PLATTED STREET, LYING IN WOODLAWN, PLAT BOOK 1, PAGE 17 OF THE PUBLIC RECORDS OF BRADFORD COUNTY, FLORIDA, WITH HE CENTERLINE BEING THE SOUTHERLY BOUNDARY OF SECTION 12, TOWNSHIP 5 SOUTH RANGE 212 EAST AND THE NORTHERLY BOUNDARY OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 22 EAST, AND LYING IN LOTS 57 & 58 OF SAID SECTION 12 AND LOTS 7 & 8 OF SECTION 13, ALL LYING EAST OF STATE ROAD 200/US HIGHWAY 301 AND WEST OF CSX TRANSPORTATION RAILROAD, BRADFORD COUNTY FLORIDA.**

Discussion: none

It was **MOVED** by Commissioner Andrews and **SECONDED** by Commissioner Thompson to approve the proposal as read.

Motion Carries 5-0

3. PUBLIC COMMENTS - none

4. APPROVAL OF CONSENT AGENDA ITEMS:

- A. AWARD SHIP DEMO/REPLACEMENT FILE # 2019-6-S TO M&R CONSTRUCTION IN THE AMOUNT OF \$135,949.00 (LOWEST BID).**
- B. CONSIDER APPROVAL OF DEVIATING FROM OUR LHAP ON SHIP FILE # 2019-6-S IN THE AMOUNT OF \$135,949.00.**
- C. AWARD A CONTRACT BETWEEN BOCC AND M&R CONSTRUCTION ON SHIP DEMO/REPLACEMENT FILE # 2019-6-S IN THE AMOUNT OF \$135,949.00.**
- D. SATISFACTION OF MORTGAGE ON SHIP DEMO/REPLACEMENT – SHIP FILE # 2017-10-S.**
- E. INVENTORY SURPLUS/DELETE LIST.**
- F. APPROVAL OF DETAILED WORK PLAN BUDGET FOR MOSQUITO CONTROL, 24-25 FISCAL YEAR. STATE GRANT - \$65,494.12; COUNTY MATCH - \$65,494.12; TOTAL BUDGET - \$130,988.24.**
- G. TDC – ADVERTISING GRANT STARKE SPANGLED SPLASH BASH (\$7,500).**
- H. SMARTCOP – IGCFCOMMITTEE IS REQUESTING \$55,537.00 TO BE PAID OUT OF IGCFCOMMITTEE AND \$7,000 TO BE PAID OUT OF JAIL SET ASIDE FUNDS. (BALANCE OF IGCFCOMMITTEE ACCOUNT AS OF 4-29-2024 IS \$60,376.39).**
- I. REQUEST APPROVAL OF WRITE-OFF FOR ACCOUNTS PLACED WITH NRA FOR COLLECTIONS (109 ACCOUNTS) FOR \$61,949.44; DECEASED PATIENT ACCOUNTS (8) FOR \$1,579.90; AND SMALL BALANCE ACCOUNTS (1) FOR \$.50. TOTAL WRITE-OFF AMOUNT: \$63,529.84.**
- J. MEETING MINUTES FROM 5-7-2024 REGULAR MEETING.**

It was **MOVED** by Commissioner Dougherty and **SECONDED** by Vice Chair Riddick to approve the consent agenda.

Motion Carries 5-0

- 5. ADOPTION OF A RESOLUTION TO INCREASE THE MAXIMUM AMOUNT FOR LHAP (LOCAL HOUSING ASSISTANCE PLAN) FOR SHIP REHABILITATION PROJECTS FROM \$35,000 TO \$45,000 AND DEMO/REPLACEMENT PROJECTS FROM \$84,500 TO \$99,500, AS RECOMMENDED BY THE STATE.**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING DIRECTION TO THE CHAIRMAN AND STAFF; AND PROVIDING AN EFFECTIVE DATE.

Chair Spooner recognized Ms. Canady who presented a resolution for board consideration to increase the LHAP amounts for SHIP rehabilitation projects and demolition projects. Mr. Bradley read the resolution title into the record.

Discussion: none

It was MOVED by Commissioner Thompson and SECONDED by Commissioner Andrews to approve the resolution.

Motion Carries 5-0

6. ROADWAY MANAGEMENT TECHNOLOGIES (RMT) SOFTWARE PRESENTATION.

Chair Spooner recognized Aaron Rimes, Regional Consultant with RMT who presented a PowerPoint presentation highlighting how the software system works to obtain objective data of roadway infrastructure. RMT is a cloud-based software that collects road quality data using sensors and cameras that are mounted on vehicles; the system makes recommendations for maintenance and repairs.

Discussion:

- RMT is able to analyze the road surface when making recommendations.
- Based on all data points collected via camera photos, the algorithm will decide what is relevant and what are outliers.
- RMT is an annual standardized subscription model with a 4-year commitment. The customer has a 30-day notice termination period each year.
- The full price of the software system is \$90,000 per year; however, RMT will reduce the price to \$50,000 per year, all inclusive.
- Partners utilizing the system. Comments suggesting that staff get in touch with RMT users to learn how the system functions for them.
- RMT was founded in 2017 and went to market in 2019.
- Research funding opportunities to help offset the cost of the software.
- Jason Dodds recommended RMT because it is the most cost-effective software he has researched, and the system will provide the board with factual data rather than his opinion on which road to maintain and how.
- Comments made that RMT could produce long-term cost savings in maintenance of roads.

The board was in CONSENSUS to move forward with further discussion and research to bring before the board for action at the late meeting in June or in July.

7. CONSIDER THE CLOSURE OF BOCC DEPARTMENTS ON WEDNESDAY, JUNE 19, 2024 FOR JUNETEENTH AND FRIDAY, JULY 5, 2024 FOR THE DAY AFTER INDEPENDENCE DAY.

Discussion: none

It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Thompson to approve the closure as presented.

Motion Carries 5-0

8. CLERK REPORTS – DENNY THOMPSON

Clerk Thompson reported that his office expects to receive estimates from the Property Appraiser of Ad Valorem taxes in July.

9. SHERIFF REPORTS – GORDON SMITH – none

10. COUNTY MANAGER REPORTS – SCOTT KORNEGAY

- Advised the board that he attended the Florida City and County Manager’s Association Annual Conference last week in Orlando. The keynote speaker was Stephen Covey.
- Reminded the board of the Florida Association of Counties Annual Conference in late June.

11. COUNTY ATTORNEY REPORTS – ROB BRADLEY - none

12. COMMISSIONER’S COMMENTS

Commissioner Andrews

- Announced that Thursday, June 6th is the countywide employee appreciation day luncheon. Lunch will be served at 11:30 a.m. She recognized Sheriff Smith, Major Dawn McKinley, and the sheriff’s cooking team for their efforts in helping to coordinate the luncheon.

Vice Chair Riddick

- Reminder that on June 6, 1944, 80-years ago, US troops invaded Normandy.

13. CHAIR’S COMMENTS

- Comments on recently held science STEM program at Hampton School.
- Announced that several schools will provide food for students over the summer break.
- Acknowledged the board's approval of the Juneteenth board office closure.
- Encouraged board members to organize town hall meetings to address concerns about the budget and fire assessment.
- Reminder of Florida Association of Counties (FAC) conference and ethics training.
- Encouraged staff to explore their budgets for saving opportunities

- Recognized Mr. Kornegay who reminded the board to complete Form 6 by July 1.
- Recognized Clerk Thompson who asked for a status update on eliminating dirt road subdivisions. Mr. Kornegay responded that Mr. Andrews is working with the planning council to resolve the matter.

ADJOURN: There being no further business, the meeting adjourned at 10:19 a.m.

**BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA**

CAROLYN SPOONER, CHAIR

ATTEST:

DENNY THOMPSON, CLERK TO THE BOARD

MINUTES PREPARED BY:

RACHEL RHODEN, CHIEF DEPUTY CLERK

Minutes approved by the BOCC during a scheduled meeting on: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: July 2nd, 2024

AGENDA ITEM: Consent Agenda – Request for Promulgation Letter & Resolution Adopting 2024 Bradford County Comprehensive Emergency Management Plan

DEPARTMENT: Emergency Management

PURPOSE: Bradford County has recently completed its required CEMP review with the Florida Division of Emergency Management. Our plan was deemed in compliance with state standards. A letter of promulgation is now required.

ASSOCIATED COST(S): None

BUDGET LINE (G/L #): N/A

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA ADOPTING THE 2024 BRADFORD COUNTY EMERGENCY MANAGEMENT PLAN.

WHEREAS, Chapter 252, Florida Statutes, sets forth a comprehensive program for Emergency Management throughout the State of Florida; and

WHEREAS, Section 252.38, Florida Statutes, authorizes and directs each county to establish and maintain an emergency management agency and develop a county emergency management plan and program that is coordinated and consistent with the State emergency management plan; and

WHEREAS, Rule 27P-6, *Florida Administrative Code*, requires a review at a minimum of every four years of the County's Comprehensive Emergency Management Plan by the Florida Division of Emergency Management to determine the County Plan's compliance with the applicable State criteria; and

WHEREAS, the Bradford County Sheriff's Office Emergency Management Division received a letter dated April 26th, 2024, from the Florida Division of Emergency Management stating that the Bradford County's Comprehensive Emergency Management Plan is in compliance with Rule 27P-6, Florida Administrative Code; and

WHEREAS, Rule 27P-6, *Florida Administrative Code*, provides that, after a determination that a County Comprehensive Emergency Management Plan is in compliance, the approved plan must be adopted by resolution of the governing body of the jurisdiction.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Bradford County, Florida that, Bradford County's Comprehensive Emergency Management Plan is hereby adopted.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this 2nd day of July, 2024.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, as its Chair.

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: ROB BRADLEY, as
County Attorney

LETTER OF PROMULGATION

Approval Date: July 2nd, 2024

To: Officials, Employees, and Citizens of Bradford County

The preservation of life, property, and the environment is an inherent responsibility of local, state, and federal government. Bradford County, in cooperation with the county's constitutional officers, and nonprofit agencies, has prepared this Comprehensive Emergency Management Plan (CEMP) to ensure the most effective allocation of resources for the protection of people and property in time of an emergency.

While no plan can completely prevent injuries and damage, good plans carried out by knowledgeable and well-trained personnel can reduce losses. This plan establishes the emergency organization, assigns responsibilities, specifies policies, and provides for coordination of planning efforts of the various emergency staff and service elements using the Emergency Support Function concept.

The objective of this plan is to incorporate and coordinate the facilities and personnel of the County and its subsidiaries into an efficient organization capable of responding effectively to an emergency.

This CEMP is an extension of the State Comprehensive Emergency Management Plan. The County will periodically review and exercise the plan and revise it as necessary to meet changing conditions.

The Bradford County Board of County Commissioners gives its full support to this plan and urges all officials, employees, and the citizens to do their part in the total emergency preparedness effort.

This letter promulgates the Bradford County Comprehensive Emergency Management Plan, constitutes the adoption of the plan, and the adoption of the National Incident Management System (NIMS). This emergency plan becomes effective on approval by the Board of County Commissioners.

Chairperson
Bradford County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: July 2nd, 2024

AGENDA ITEM: State of Florida, Division of Emergency Management:
2023 Statewide Mutual Aid Agreement

DEPARTMENT: Emergency Management

PURPOSE: Request Bradford County BOCC sign the 2023 Statewide Mutual Aid Agreement (SMAA). Per Florida Statute § 252.40, the governing body of political subdivisions may enter into mutual aid agreements for emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted. The SMAA serves as a venue for the exchange of emergency resources throughout the State of Florida. The SMAA is intended to allow for more timely and cost-effective resource acquisition than out-of-state mutual aid or federal assistance typically provides.

ASSOCIATED COST(S): None

BUDGET LINE (G/L #): N/A



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elect additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: July 2, 2024

AGENDA ITEM Community Paramedicine Program Update

DEPARTMENT: County Manager

PURPOSE: Update by Chief Carter and Lt. David Weeks regarding the expenditures and progress of the Community Paramedicine Program.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: July 2, 2024

AGENDA ITEM Pros and Cons of Implementing an Employee Evaluation System – Presentation by Jason Taylor with The Krizner Group

DEPARTMENT: Florida Association of Counties – The Krizner Group