

**CITY OF BROOKSVILLE  
REGULAR CITY COUNCIL MEETING  
COUNCIL CHAMBERS  
201 HOWELL AVENUE**

**AGENDA**

March 16, 2009

**7:00 P.M.**

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

**1. Margaret R. Ghiotto Beautification Award – Residential Award**

Recognition of improvements to the properties of Steve Guckian located at 604, 606, 608 and 614 Lemon Avenue.

Presentation: Mayor  
Attachments: Award Certificate; Letters from Board dated 02/12/09

**2. Margaret R. Ghiotto Beautification Award - Commercial Award**

Recognition of improvements to the property owned by Terence J. McCarthy located at 725 Desoto Avenue, occupied by the business known as The Grand LLC.

Presentation: Mayor  
Attachments: Award Certificate; Letter from Board dated 02/12/09

**3. Beef O’Brady’s Check Presentation**

Presentation of check by Beef O-Brady’s to the City of Brooksville’s Parks and Recreation Department.

Presentation: Proprietor  
Attachments: None

**4. Red Light Camera Project**

Verbal update on the status of the project.

Presentation: Chief of Police  
Attachments: None

**D. CITIZEN INPUT**

**E. CONSENT AGENDA**

**1. Minutes**

December 15, 2008 Regular Meeting

**2. Mutual Aid Agreement with Hernando County Sheriff’s Office**

Consideration of approval of the Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with an effective date of March 31, 2009 through March 31, 2013.

**REGULAR COUNCIL MEETING AGENDA - MARCH 16, 2009**

**3. Southwest Florida Water Management District (SWFWMD) Reuse Reimbursement Request #5 and Repayment of City Oversizing Costs**

Consideration of reimbursement from the City to Hampton Ridge Developers, LLC, in conjunction with Reuse Reimbursement #5.

**CONSENT AGENDA APPROVAL (√)**

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Minutes; 2) Memo from Chief of Police dated 03/16/09, Agreement; 3) Memo from Director of Public Works dated 03/02/09

**F. REGULAR AGENDA**

**1. Award of Property Liability & Workman's Comp Insurance RFP No. FI2009-01**

Consideration of awarding bid for insurance renewal.

Presentation:	Director of Finance
Recommendation:	Approval of award of bid
Attachments:	To be provided prior to meeting as staff is still finalizing review and recommendation.

**G. ITEMS BY COUNCIL**

**H. ADJOURNMENT**

**CORRESPONDENCE TO NOTE**

*Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at [www.cityofbrooksville.us](http://www.cityofbrooksville.us). Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at (352) 540-3810.*

*Any person desiring to appeal any decision with respect to any matter considered at this meeting, may need a record of the proceedings including the testimony and evidence upon which the appeal is to be based, and therefore must make arrangements for a court reporter to ensure that a verbatim record of the proceedings is made.*

# City of Brooksville



February 12, 2009

Cortez Investment Group, LLC  
Steve Guckian  
410 S. Main Street  
Brooksville, FL 34601

Dear Mr. Guckian:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Residential Beautification Award for beautifying your properties at 604, 606, 608 and 614 Lemon Avenue.

The Certificate of Recognition and outdoor sign will be presented to you by a Board Representative at the next regular Council Meeting to be held Monday, March 16, 2009 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please call the Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Friday, February 27, 2009 by 5:00 p.m. if you will or will not be able to attend this meeting or if you have any further questions, 540-3810 x37163.

We extend our appreciation for your outstanding efforts in the improving and beautifying not only your home but the City of Brooksville.

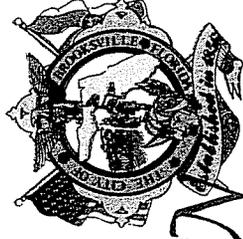
Sincerely,

Sally Sperling, Chairman  
Beautification Board

SS/lam

cc: Janice Peters, City Clerk

*Margaret R. Gholto*



# CERTIFICATE OF RECOGNITION

*City Council and the Beautification Board for the City of Brooksville, Florida  
recognize and honor the named recipient for improvements and beautification to  
their property located within the City*

*Cortez Investment Group - Steve Guckian*

*604. 606. 608 and 614 Leman Avenue, Brooksville, Florida 34601*

*Presented this 16th day of March, 2009.*

*Joe Beemochi*  
Mayor

*Janice L. Torres*  
City Clerk

# City of Brooksville



AGENDA ITEM NO. C-2  
3/16/09  
(352) 544-5400 (Phone)  
(352) 544-5424 (Fax)  
(352) 544-5420 (TDD)

February 12, 2009

The Grande LLC  
Terence J. McCarthy  
420 Bay Avenue  
Clearwater, FL 33756-5291

Dear Property Owner:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Beautification Award for beautifying your property located at 725 Desoto Avenue.

The Certificate of Recognition and outdoor sign will be presented to you by the Board Chairman and Mayor at the next regular Council Meeting to be held Monday, March 16, 2009 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please contact the Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Friday, February 27, 2009 by 5:00 p.m. if you will or will not be able to attend this meeting or if you have any further questions, 540-3810 x37163.

We extend our appreciation for your outstanding efforts in improving and beautifying not only your business but the City of Brooksville.

Sincerely,

*Sally Sperling/lam*  
Sally Sperling, Chairman  
Beautification Board

SS/lam

cc: Janice Peters, City Clerk

*Margaret A. Gholto*



# CERTIFICATE OF RECOGNITION

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recognize and honor the named recipient for improvements and beautification to  
their property located within the City*

*The Grande LLC*

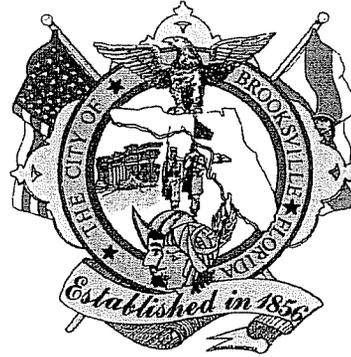
*725 Desoto Avenue, Brooksville, Florida 34601*

*Presented this 16th day of March, 2009.*

*Joel Semanchi*  
\_\_\_\_\_  
Mayor

*David J. Lee*  
\_\_\_\_\_  
City Clerk

# City of Brooksville



(352) 544-5400 (Phone)  
(352) 544-5424 (Fax)  
(352) 544-5420 (TDD)

February 12, 2009

The Grande LLC  
725 Desoto Avenue  
Brooksville, FL 34601

Dear Business Owner/Manager:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Beautification Award for beautifying your property located at 725 Desoto Avenue.

The Certificate of Recognition and outdoor sign will be presented to you by the Board Chairman and Mayor at the next regular Council Meeting to be held Monday, March 16, 2009 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please contact the Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Friday, February 27, 2009 by 5:00 p.m. if you will or will not be able to attend this meeting or if you have any further questions, 540-3810 x37163.

We extend our appreciation for your outstanding efforts in improving and beautifying not only your business but the City of Brooksville.

Sincerely,

Sally Sperling, Chairman  
Beautification Board

SS/lam

cc: Janice Peters, City Clerk

*Margaret A. Ghiotto*



# CERTIFICATE OF RECOGNITION

*City Council and the Beautification Board for the City of Brooksville, Florida  
recognize and honor the named recipient for improvements and beautification to  
their property located within the City*

*The Grande LLC*

*725 Desoto Avenue, Brooksville, Florida 34601*

*Presented this 16th day of March, 2009.*

*Joe S. Sarnachini*  
Mayor

*David L. Lee*  
City Clerk

CITY OF BROOKSVILLE  
REGULAR CITY COUNCIL MEETING  
COUNCIL CHAMBERS  
201 HOWELL AVENUE

MINUTES

December 15, 2008

7:00 P.M.

Brooksville City Council met in regular session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joseph E. Johnston, III, and Richard E. Lewis present. Also present were Thomas S. Hogan, Jr. and Jennifer Rey, City Attorneys; T. Jennene Norman-Vacha, City Manager; Karen M. Phillips, City Clerk; Janice L. Peters, Deputy City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today, Hernando Times were also present. Council Member David Council Member Pugh was absent.

The meeting was called to order by Mayor Bernardini, followed by an invocation and Pledge of Allegiance.

**CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

**Beautification Board - Holiday Decoration Contest**

Recognition of annual decoration contest winners for best City of Brooksville Residential and Commercial Displays for the 2008 Holiday Season. [Note: Winners to be announced at meeting]

Mayor Bernardini, presented awards to the following:

COMMERCIAL: Jacik Realty Investments of 307 Howell Avenue  
HONORABLE MENTION: Celebrations by Carrie

RESIDENTIAL: Brian Araniecke of 251 Pryor Street  
HONORABLE MENTIONS: Robert & Diane Huggins of 916 Wood Drive  
Howard & Mary Pearson of 615 Garden Street

All were present except the Pearsons. Council Member Lewis will deliver the award to them.

The winners were presented with a plaque, donated by Allstar Awards, the Hernando County Tourism's annual Christmas Ornament and a Poinsettia donated by Allen's Flowers. Honorable mention winners were presented with a certificate.

**Week of the Young Child**

Consideration of waiving fees in the amount of \$495 for the Week of the Young Child event at JBCC on Saturday, April 19, 2009.

Judy Everett, Penny Oliver and Colleen Talbot addressed Council and indicated it is their 20<sup>th</sup> Year Anniversary.

Mayor Bernardini asked if their organization has additional insurance. City Attorney Hogan advised they will need to name the City of Brooksville as additionally insured. Judy Everett indicated she will contact Deveraux Kids, Inc., who is the lead agency.

## REGULAR COUNCIL MEETING MINUTES - DECEMBER 15, 2008

### Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval contingent upon receipt of the insurance certificate. Motion carried 4-0.

### Florida Association of City Clerks (FACC) Resolution Presentation

Presentation of retirement resolution to City Clerk Karen M. Phillips by FACC Central West Director.

Kelly Koos, CMC, City Clerk, City of Lakeland and FACC's Central West Director read a resolution from FACC to retiring City Clerk Karen M. Phillips and presented it to her.

City Clerk Phillips thanked Kelly and asked that she extend her thanks to the board and members for recognizing her.

### CITIZEN INPUT

Mayor Bernardini pointed out that the agenda has been changed to allow for Citizen Input at this time and clarified that there will also be time allowed at the end of the meeting as well. There was no citizen input.

### CONSENT AGENDA

#### Minutes

October 6, 2008 Regular Meeting

#### Waterline Extension Bid Award UD2008-07 (Closed 11/14)

Consideration of bid award to Brooksville Civil Site Services, LLC for the not-to-exceed amount of \$309,227.50 and authorize the Mayor to sign Agreement for Contractor Services after legal review. Funds are available in CIP Budget 401-000-169-19049.

Vice Mayor Bradburn, referencing the Waterline Extension bid award, asked about notification to surrounding residents regarding hook up to the new lines.

Emory Pierce, Director of Public Works, indicated the plan is to do away with the old 2" lines and all residents will be added to the new system with no adverse change to their water pressure. Notification of construction and transferring of service to the new lines will be going out shortly.

Director Pierce advised he will be presenting a change order to Council for the next street scheduled for updating if the contractor will agree to do the work at the same price. If not, it will be bid out as a separate project.

Council Member Lewis asked if any fire hydrants were being replaced in conjunction with the installation of the larger pipes. Director Pierce indicated Irene, Bell, Olive and Howell will have hydrants replaced. The work on Howell Avenue will be done at night.

### Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of the Consent Agenda. Motion carried 4-0.

REGULAR COUNCIL MEETING MINUTES - DECEMBER 15, 2008

PUBLIC HEARINGS

Ordinance No. 771 - Special Exceptions to be brought to Council

Consideration of ordinance requiring all special exceptions be brought to City Council for review and approval/denial after Planning & Zoning Commission review. [First Reading 12/01/08]

City Clerk Phillips read Ordinance No. 771 by title, as follows:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF BROOKSVILLE, FLORIDA TO PROVIDE FOR THE GOVERNING BODY TO HEAR AND DECIDE ALL SPECIAL EXCEPTION USE PETITIONS AFTER REVIEW BY THE PLANNING AND ZONING COMMISSION; AMENDING CHAPTER 101, SUBPART B, LAND DEVELOPMENT CODE, GENERAL AND ADMINISTRATIVE, ARTICLE II, SECTION 101-36, ADDITIONAL FUNCTIONS OF PLANNING AND ZONING COMMISSION; AMENDING CHAPTER 117, MANUFACTURED HOMES AND TRAILERS, ARTICLE II. TRAVEL TRAILERS, MOTOR HOMES, RECREATIONAL VEHICLES AND TRAILER PARKS AND CAMPGROUNDS, DIVISION 2. TRAILER PARKS, SUBDIVISION II, SPECIFIC LAND USE REGULATIONS, SECTION 117-71. SPECIFIC EXCEPTION USE REQUIREMENT; AND AMENDING CHAPTER 137, ZONING AND LAND USE, ARTICLE II ADMINISTRATION AND ENFORCEMENT, SECTION 137-43, ADDITIONAL DUTIES OF PLANNING AND ZONING COMMISSION; PROVIDING FOR CODIFICATION, CONFLICTS, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval with discussion.

Vice Mayor Bradburn stated she considers this to be a strong first step in the process of revamping the City's codes and ordinances.

Mayor Bernardini asked for public input; there was none.

Motion carried 4-0 upon roll call vote, as follows:

Council Member Johnston	Aye
Council Member Pugh	ABS
Council Member Lewis	Aye
Vice Mayor Bradburn	Aye
Mayor Bernardini	Aye

REGULAR AGENDA

Southern Hills Plantation Reimbursement & Impact Fee Credit Request Verification Report Submittal #4

Consideration of approval of Submittal #4 in the amount of \$734,156.32 for sewer and \$126,345.00 for transportation for the purpose of booking the impact fee credits.

Director Pierce reviewed the request, indicating the requested sewer impact fee credits are for work completed on the Wiscon/Mobley Road force main. The transportation impact fee credits are for work completed on Governor's Blvd, more specifically, the fairgrounds property purchase. Tom Mountain was present to answer any questions.

**REGULAR COUNCIL MEETING MINUTES - DECEMBER 15, 2008**

Vice Mayor Bradburn thanked Coastal for putting the report together.

**Motion:**

Motion was made by Council Member Lewis and seconded by Council Member Johnston for approval of the request. Motion carried 4-0.

**Intergovernmental, Board Assignments and Organizations - City Council Member Appointments**

Appointments to various Boards and Committees

Appointments to the various Boards and Committees are as follows:

**City Boards/Committees**

Beautification Board  
Brooksville Cemetery Advisory Board  
CDBG Citizens Task Force (Inactive)  
Good Neighbor Trail Advisory Committee  
Parks and Recreation Advisory Board

**Representative**

Joe Bernardini  
Richard E. Lewis  
Council Member Johnston  
Lara Bradburn  
Joe Bernardini

**External Boards/Committees**

Anti Drug Coalition  
Brooksville Again  
Committee against Assault on LEO  
Community Alliance  
Elder Affairs  
Florida League of Cities Legislative  
Action Committees;  
Intergovernmental Committee  
Energy & Environmental Committee  
Finance & Taxation Committee  
Growth Management & Transportation  
Urban Administration Committee  
Heart of Florida (Inactive)  
Hernando County Fair Association  
Juvenile Justice Council  
Metropolitan Planning Organization  
Sheriff's Department/Community Board  
Suncoast League of Municipalities  
Take Stock in Children  
Tourist Development Council  
Withlacoochee Regional Planning Council  
Withlacoochee Regional Water Supply Auth.  
Youth and Family Alternatives

**Representative**

Richard E. Lewis  
Lara Bradburn  
Joe Johnston  
Check for inactivity  
Richard E. Lewis  
  
Joe Johnston  
Joe Bernardini  
David Pugh  
Lara Bradburn  
No Representative  
David Pugh  
Joe Bernardini  
Richard E. Lewis  
Lara Bradburn  
Inactive  
David Pugh  
Richard E. Lewis  
Richard E. Lewis  
Joe Johnston  
Joe Bernardini  
No Representative

Vice Mayor Bradburn commented on the Florida League of Cities state of their meetings. She indicated that one of the legislative priorities that passed was support of the Central Florida Rail System plan, which was only heard by one legislative committee in the Senate. It died because of the liability issue but there will be another push for the plan, a \$1.2B plan that does not increase capacity on any of the lines. CXS is obligated, under Federal Mandate, to improve the safety of their lines. They were already paying about \$600M and now the DOT has negotiated a deal underneath the table for \$1.2B of taxpayer's money. Paula Dockery took the lead and killed that piece of legislation but it will return this session with some major changes.

## **REGULAR COUNCIL MEETING MINUTES - DECEMBER 15, 2008**

Vice Mayor Bradburn indicated the committee she is on advised they support central Florida's plan to introduce rail to the state but not on the backs of local communities and only if it was part of a state-wide train or rail network.

### **Discussion of Goals for City Manager**

City Manager Norman-Vacha briefly reviewed the attachments to the agenda concerning accomplishments of the 2007/08 fiscal year and asked for Council goals.

Mayor Bernardini expressed that he was glad to see the goals accomplished this year on paper from the departments. He felt the list of current goals to be extensive and discussion is needed. He also recommended keeping the 2<sup>nd</sup> Monday of each month this year be kept open for possible workshops. City Clerk Phillips advised that Council adopted the 2<sup>nd</sup> Monday of every other month for tentative workshops when they adopted the meeting and holiday schedule. Vice Mayor Bradburn requested a 2-week notice of workshops.

Council consensus was to workshop the item for the 2<sup>nd</sup> Monday in January at 6:00 p.m.

The following is the collective list of goals as discussed by Council:

### **All Departments**

(As Applicable)

- Cost Cutting Possibilities
- Identifying Funding
- Suggestion Box for Employees Ideas  
    Gift cards for implementation

### **Administration/City Manager's Office**

- Records Management
  - Imaging
  - Destruction
  - Storage
- Paperless Processes - Efficiency
  - Laptops
  - Elimination of duplication
- Restroom Revamping
- Air Unit
- Restructuring Space Usage (Offices)
- HR Policy
- Job Descriptions
- Management Analyst in place
- Progress Energy - Back Owed Money (90 Days)

### **Community Development/Legal**

- Code/Ordinance Review (Timelines, the sooner the better.)
  - Development of Municipal Impacts (Local DRI)
- Good Neighbor Trail (Progress is being made)

## **REGULAR COUNCIL MEETING MINUTES - DECEMBER 15, 2008**

- Better Utilization of Certified Planner
- Master Drainage Plan for the City  
(Parsons Ditch, Cloverleaf, Milk-a-Way Farms, etc.)
- US41 Landscaping (within 3 months?)
- Zoning Changes
- Usage of City's Properties for Cell Phone Towers
- Wilkes Oil Property Cleanup & Acquisition
- JPA - Annexation (within 6 months?)
- Continued and increased intergovernmental communication and cooperation between the City and County  
South Brooksville Area
- Address enclaves within the City
- Seagate Annexation
- Comp Plan & Future Land-use Map upgrading & revamping
  - Identify future commercial zones
  - Identify manufactured housing
  - Identify multi-family housing
- Building Division Transfer Prep - (In house or moving them to City hall, before next budget cycle ends)
- Upgrade to Code Enforcement
  - Training
  - Restructuring of Staff
- Revitalization
  - Look at economic development in a new way
  - Options for working with Mike McHugh's office
  - Options for doing more in-house
  - Creating more jobs in the City by attracting new businesses
  - Economic Program - Enterprise Zone
  - Infrastructure
  - Brick Street Restoration (Funding)
  - Historic Preservation

### **Finance**

- Budget Process Revamping, including continuation of streamlined budget process
- Elimination of budget amendments because of oversights via built-in mechanisms
- Transition of 3-Tiered Audit Process for subsequent years
- Rewrite & Update of Policy

### **Fire Department**

- Analysis of Advanced Life Support (ALS)
- City/County Joint Station
- Greater identification of low-pressure water areas in the City  
Fireflow
- SOP Guidelines Update

### **Parks & Recreation**

- Enrichment Center Project
- Emergency Shelter Project

## REGULAR COUNCIL MEETING MINUTES - DECEMBER 15, 2008

- Quarry Marketing Plan
- Paving of Walking Trail
- Action on Going Green Initiatives
  - Energy Efficiency (2-3 Months)
- Landscaping
  - All around the City
  - City Hall (median)
  - Entrance to the Quarry
- BBQ Festival Revival
- Canopied Streets
  - Protection of current trees
  - Replanting (quarterly?)
- As-builts for Quarry Updated
- Cooperation with County Parks & Recreation
  - Joint Projects
- Veteran's Memorial at Parks or Cemetery through Ginny Brown-Waite's office
- Improved Advisory Board Involvement
- Communication Level

### Police

- Continued advancement of Accreditation Process (3-year Process)
- Continuance of Prostitution & Drug Stings
- Barricade at Union Streets (next agenda)
- Red Light Cameras Program (quickly) Test captured 500 violations.
- Improving Media Relations

### Public Works

- Right-of-way & Drainage Ditch Maintenance (Immediately)
- MLK Sidewalk (Priority)
- Storage Tank Cleanup Stats
- Colored circles on sidewalks downtown?
- Water Reuse (Sooner the Better)
- Reuse water being pumped to the mines be re-routed to Southern Hills for free
- Radio Read Meters
- GPS Mapping of Water & Sewer Lines (Top Priority)
  - Mapping Camera Balls
- Investigate funding possibilities
  - Matching Funds

City Manager Norman-Vacha asked what format Council would like for the workshop.

Vice Mayor Bradburn recommended a big-board concept with lists including costs, length of project, long-term goals etc.

REGULAR COUNCIL MEETING MINUTES - DECEMBER 15, 2008

ITEMS BY COUNCIL

Lara Bradburn, Vice Mayor

December 13 Activities

Vice Mayor Bradburn thanked all for their input in celebration of the Great Brooksvillian event and indicated about \$50,000 was raised for Partners in Health.

Christmas

She wished all a blessed Christmas Day and encouraged all to reflect on what they have been given.

Richard E. Lewis, Council Member

Council Member Lewis wished all Happy Holidays and Merry Christmas.

Joe Johnston, Council Member

Christmas Parade

Council Member Johnston thanked staff and all who contributed to the event and wished everyone Merry Christmas and Happy Holidays.

Thomas S. Hogan, Jr., City Attorney

He wished all Merry Christmas and Happy New Year.

Jennifer C. Rey, City Attorney

Attorney Rey wished all Merry Christmas.

T. Jennene Norman-Vacha, City Manager

City Manager Norman Vacha expressed appreciation in being able to work with Council. She felt the workshop in January to be the time to start ironing out priorities and looks forward to accomplishing great things in the new year.

Karen M. Phillips, City Clerk

She indicated this to be her final meeting, stating it has been a great pleasure and honor to work with everyone.

Joe Bernardini, Mayor

Mayor Bernardini thanked City Clerk Philips for the number of years she contributed to the City of Brooksville.

Christmas Parade & Great Brooksvillian Event

He felt this to be the biggest and most prestigious events to date and stated that 100% of the money raised for Partners in Health is used for helping people. No administrative fees are paid out of those donations.

He also wished employees and citizens Merry Christmas and Happy New Year. He is looking forward to setting goals and accomplishing more within the coming year.

REGULAR COUNCIL MEETING MINUTES - DECEMBER 15, 2008

CITIZEN INPUT

Kojack Burnett

He recommended moving Citizen Input back to the end of the Agenda and wished all Merry Christmas.

ADJOURNMENT

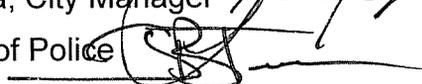
There being no further business to bring before Council, the meeting adjourned at 8:57 p.m.

  
\_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
Mayor

BROOKSVILLE POLICE  
DEPARTMENT

## MEMORANDUM

TO: Honorable Mayor and City Council Members  
VIA: T. Jeanne Norman-Vacha, City Manager   
FROM: George B. Turner, Chief of Police   
DATE: March 16, 2009  
SUBJECT: Mutual Aid Agreement with H.C.S.O., (March 31, 2009 – March 31, 2013.)

**General Information:** Since 1994 the Hernando County Sheriff's Office and the City of Brooksville Police Department have had a "Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement." The agreement has been revised and updated from time to time. The last such Agreement was approved by Sheriff Nugent, the Police Chief and the City Council in January 2005, with the most recent revision made in September 2008. (provided as Attachment 1 and 2) This agreement expires on March 31, 2009.

The attached "Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement " (attachment 3 ) is the renewal which will take effect on March 31, 2009 and remain in effect until March 31, 2013.

The renewal Agreement, as proposed, is an extension of the present Agreement and is supported by both Sheriff Richard Nugent and Chief of Police George Turner.

If approved, the agreement requires the signature of the Mayor, Police Chief and Sheriff and will be in full force and effect through March 31, 2013.

**Budget Impact :** There is no budgetary impact associated with this agreement.

**Legal Review:** Legal has reviewed the Mutual Aid Agreement and finds that it is legally sufficient and in proper legal form.

**Staff Recommendation:** Staff recommends that City Council approve the Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement, as provided in Attachment 3 and authorize signature of the Mayor.

# Attachment 1

*Chief Turner*

**COMBINED  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT**

WITNESSETH

WHEREAS, THE SUBSCRIBING LAW ENFORCEMENT AGENCIES ARE SO LOCATED IN RELATION TO EACH OTHER THAT IT IS TO THE ADVANTAGE OF EACH TO RECEIVE AND EXTEND MUTUAL AID IN THE FORM OF LAW ENFORCEMENT SERVICES AND RESOURCES TO ADEQUATELY RESPOND TO:

- (1) CONTINUING, MULTI-JURISDICTIONAL CRIMINAL ACTIVITY SO AS TO PROTECT THE PUBLIC PEACE AND SAFETY, AND PRESERVE THE LIVES AND PROPERTY OF THE CITIZENS; AND,
- (2) INTENSIVE SITUATIONS, INCLUDING, BUT NOT LIMITED TO, NATURAL OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES; AND,

WHEREAS, THE HERNANDO COUNTY SHERIFF'S OFFICE AND THE CITY OF BROOKSVILLE, FLORIDA (BROOKSVILLE POLICE DEPARTMENT), HAVE THE AUTHORITY UNDER THE FLORIDA MUTUAL AID ACT, CHAPTER 23, PART I, FLORIDA STATUTES, TO ENTER INTO A COMBINED MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICE WHICH:

- (1) PERMITS VOLUNTARY COOPERATION AND ASSISTANCE OF A ROUTINE LAW ENFORCEMENT NATURE ACROSS JURISDICTIONAL LINES; AND,
- (2) PROVIDES FOR RENDERING OF ASSISTANCE IN A LAW ENFORCEMENT EMERGENCY.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION**

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH ANY VIOLATIONS OF FLORIDA STATUTES TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, INVESTIGATING HOMICIDES, SEX OFFENSES, ROBBERIES, BURGLARIES, THEFTS, GAMBLING, MOTOR VEHICLE THEFTS, CONTROLLED SUBSTANCES VIOLATIONS, DUI VIOLATIONS AND WITH BACKUP SERVICES DURING PATROL ACTIVITIES, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS.

**SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE**

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, DEALING WITH CIVIL DISTURBANCES, LAW ENFORCEMENT EMERGENCIES, LARGE PROTEST DEMONSTRATIONS, AIRCRAFT DISASTERS, FIRES, HURRICANES, TORNADOES OR OTHER WEATHER-RELATED CRISES, SPORTING EVENTS, CONCERTS, PARADES, ESCAPES FROM DETENTION FACILITIES, AND INCIDENTS REQUIRING UTILIZATION OF SPECIALIZED UNITS.

### **SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE**

IN THE EVENT THAT A PARTY TO THIS AGREEMENT IS IN NEED OF ASSISTANCE AS SET FORTH ABOVE, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY REQUESTING ASSISTANCE SHALL NOTIFY THE AGENCY HEAD OR HIS/HER DESIGNEE FROM WHOM SUCH ASSISTANCE IS REQUESTED. THE AGENCY HEAD OR AUTHORIZED AGENCY REPRESENTATIVE WHOSE ASSISTANCE IS SOUGHT SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND IN A MANNER HE/SHE DEEMS APPROPRIATE.

THE AGENCY HEAD IN WHOSE JURISDICTION ASSISTANCE IS BEING RENDERED MAY DETERMINE WHO IS AUTHORIZED TO LEND ASSISTANCE IN HIS/HER JURISDICTION, FOR HOW LONG SUCH ASSISTANCE IS AUTHORIZED AND FOR WHAT PURPOSE SUCH AUTHORITY IS GRANTED. THIS AUTHORITY MAY BE GRANTED EITHER VERBALLY OR IN WRITING AS THE PARTICULAR SITUATION DICTATES.

NO CITY POLICE OFFICER IS AUTHORIZED UNDER THIS AGREEMENT TO OPERATE IN THE COUNTY WITHOUT PRIOR APPROVAL OF THE SHERIFF OR HIS/HER DESIGNEE.

THE AGENCY HEAD'S DECISION IN THESE MATTERS SHALL BE FINAL.

### **SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY**

THE PERSONNEL AND EQUIPMENT THAT ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE IMMEDIATE COMMAND OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD. SUCH SUPERVISING OFFICER SHALL BE UNDER THE DIRECT SUPERVISION AND COMMAND OF THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE AGENCY REQUESTING ASSISTANCE.

**CONFLICTS:** WHENEVER AN OFFICER, DEPUTY SHERIFF OR OTHER APPOINTEE IS RENDERING ASSISTANCE PURSUANT TO THIS AGREEMENT, THE OFFICER, DEPUTY SHERIFF OR APPOINTEE SHALL ABIDE BY AND BE SUBJECT TO THE RULES AND REGULATIONS, PERSONNEL POLICIES, GENERAL ORDERS AND STANDARD OPERATING PROCEDURES OF HIS/HER OWN EMPLOYING AGENCY. IF ANY SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR STANDARD OPERATING PROCEDURE IS CONTRADICTED, CONTRAVENED OR OTHERWISE IN CONFLICT WITH A DIRECT ORDER OF A SUPERIOR OFFICER OF THE REQUESTING AGENCY, THEN SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR PROCEDURE SHALL CONTROL AND SHALL SUPERSEDE THE DIRECT ORDER.

**HANDLING COMPLAINTS:** WHENEVER THERE IS CAUSE TO BELIEVE THAT A COMPLAINT HAS ARISEN AS A RESULT OF A COOPERATIVE EFFORT AS IT MAY PERTAIN TO THIS AGREEMENT, THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE REQUESTING AGENCY SHALL BE RESPONSIBLE FOR THE DOCUMENTATION OF SAID COMPLAINT TO ASCERTAIN AT A MINIMUM:

1. THE IDENTITY OF THE COMPLAINANT.
2. AN ADDRESS WHERE THE COMPLAINING PARTY CAN BE CONTACTED.
3. THE SPECIFIC ALLEGATION.
4. THE IDENTITY OF THE EMPLOYEES ACCUSED WITHOUT REGARD AS TO AGENCY AFFILIATION.

IF IT IS DETERMINED THAT THE ACCUSED IS AN EMPLOYEE OF THE ASSISTING AGENCY, THE ABOVE INFORMATION, WITH ALL PERTINENT DOCUMENTATION GATHERED DURING THE RECEIPT AND PROCESSING OF THE COMPLAINT, SHALL BE FORWARDED WITHOUT DELAY TO

THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE ASSISTING AGENCY FOR ADMINISTRATIVE REVIEW. THE REQUESTING AGENCY MAY CONDUCT A REVIEW OF THE COMPLAINT TO DETERMINE IF ANY FACTUAL BASIS FOR THE COMPLAINT EXISTS AND/OR WHETHER ANY OF THE EMPLOYEES OF THE REQUESTING AGENCY VIOLATED ANY OF THEIR AGENCY'S POLICIES OR PROCEDURES.

**SECTION V: LIABILITY**

EACH PARTY ENGAGING IN ANY MUTUAL COOPERATION AND ASSISTANCE, PURSUANT TO THIS AGREEMENT, AGREES TO ASSUME RESPONSIBILITY FOR THE ACTS, OMISSIONS, OR CONDUCT OF SUCH PARTY'S OWN EMPLOYEES WHILE ENGAGED IN RENDERING SUCH AID PURSUANT TO THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, WHERE APPLICABLE.

**SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

a. EMPLOYEES OF THE HERNANDO COUNTY SHERIFF'S OFFICE AND BROOKSVILLE POLICE DEPARTMENT WHEN ACTUALLY ENGAGING IN MUTUAL COOPERATION AND ASSISTANCE OUTSIDE OF THEIR JURISDICTIONAL LIMITS BUT INSIDE THIS STATE, UNDER THE TERMS OF THIS AGREEMENT, SHALL, PURSUANT TO THE PROVISIONS OF SECTION 23.127(1), FLORIDA STATUTES, HAVE THE SAME POWERS, DUTIES, RIGHTS, PRIVILEGES AND IMMUNITIES AS IF THE EMPLOYEE WAS PERFORMING DUTIES INSIDE THE EMPLOYEE'S POLITICAL SUBDIVISION IN WHICH NORMALLY EMPLOYED.

b. EACH PARTY AGREES TO FURNISH NECESSARY PERSONNEL, EQUIPMENT, RESOURCES, AND FACILITIES AND TO RENDER SERVICES TO EACH OTHER PARTY TO THE AGREEMENT AS SET FORTH ABOVE; PROVIDED, HOWEVER, THAT NO PARTY SHALL BE REQUIRED TO DEplete UNREASONABLY ITS OWN PERSONNEL, EQUIPMENT, RESOURCES, FACILITIES, AND SERVICES IN FURNISHING SUCH MUTUAL AID.

c. A POLITICAL SUBDIVISION THAT FURNISHES EQUIPMENT PURSUANT TO THIS AGREEMENT MUST BEAR THE COST OF LOSS OR DAMAGE TO THAT EQUIPMENT AND MUST PAY ANY EXPENSE INCURRED IN THE OPERATION AND MAINTENANCE OF THAT EQUIPMENT.

d. THE AGENCY FURNISHING AID PURSUANT TO THIS AGREEMENT SHALL COMPENSATE ITS APPOINTEES/EMPLOYEES DURING THE TIME SUCH AID IS RENDERED AND SHALL DEFRAY THE ACTUAL TRAVEL AND MAINTENANCE EXPENSES OF ITS EMPLOYEES WHILE THEY ARE RENDERING SUCH AID, INCLUDING ANY AMOUNTS PAID OR DUE FOR COMPENSATION DUE TO PERSONAL INJURY OR DEATH WHILE SUCH EMPLOYEES ARE ENGAGED IN RENDERING SUCH AID.

e. THE PRIVILEGES AND IMMUNITIES FROM LIABILITY, EXEMPTION FROM LAWS, ORDINANCES AND RULES, AND ALL PENSION, INSURANCE, RELIEF, DISABILITY, WORKERS' COMPENSATION, SALARY, DEATH AND OTHER BENEFITS THAT APPLY TO THE ACTIVITY OF AN EMPLOYEE OF AN AGENCY WHEN PERFORMING THE EMPLOYEE'S DUTIES WITHIN THE TERRITORIAL LIMITS OF THE EMPLOYEE'S AGENCY APPLY TO THE EMPLOYEE TO THE SAME DEGREE, MANNER, AND EXTENT WHILE ENGAGED IN THE PERFORMANCE OF THE EMPLOYEE'S DUTIES EXTRATERRITORIALLY UNDER THE PROVISIONS OF THIS MUTUAL AID AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL APPLY WITH EQUAL EFFECT TO PAID, VOLUNTEER, AND AUXILIARY EMPLOYEES.

f. NOTHING HEREIN SHALL PREVENT THE REQUESTING AGENCY FROM REQUESTING SUPPLEMENTAL APPROPRIATIONS FROM THE GOVERNING AUTHORITY HAVING BUDGETING

JURISDICTION TO REIMBURSE THE ASSISTING AGENCY FOR ANY ACTUAL COSTS OR EXPENSES INCURRED BY THE ASSISTING AGENCY PERFORMING HEREUNDER.

g. NOTHING IN THIS AGREEMENT IS INTENDED OR IS TO BE CONSTRUED AS ANY TRANSFER OR CONTRACTING AWAY OF THE POWERS OR FUNCTIONS OF ONE PARTY HERETO TO THE OTHER.

**SECTION VII: LIABILITY INSURANCE**

EACH PARTY SHALL PROVIDE SATISFACTORY PROOF OF LIABILITY INSURANCE BY ONE OR MORE OF THE MEANS SPECIFIED IN SECTION 768.28(16)(a), FLORIDA STATUTES, IN AN AMOUNT WHICH IS, IN THE JUDGMENT OF THE GOVERNING BODY OF THAT PARTY, AT LEAST ADEQUATE TO COVER THE RISK TO WHICH THAT PARTY MAY BE EXPOSED. SHOULD THE INSURANCE COVERAGE, HOWEVER PROVIDED, OF ANY PARTY BE CANCELED OR UNDERGO MATERIAL CHANGE, THAT PARTY SHALL NOTIFY ALL PARTIES TO THIS AGREEMENT OF SUCH CHANGE WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OR ACTUAL KNOWLEDGE OF SUCH CHANGE.

**SECTION VIII: EFFECTIVE DATE**

THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL JANUARY 5, 2009. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

**SECTION IX: CANCELLATION**

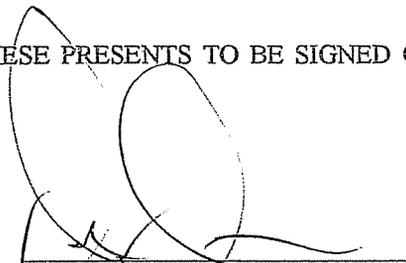
ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT UPON DELIVERY OF WRITTEN NOTICE TO THE OTHER PARTY OR PARTIES. CANCELLATION WILL BE AT THE DIRECTION OF ANY SUBSCRIBING PARTY.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

ON BEHALF OF THE CITY OF BROOKSVILLE, FLORIDA:

  
BOYCE "ED" TINCHER  
CHIEF OF POLICE  
BROOKSVILLE POLICE DEPARTMENT

DATE APPROVED 01-24-05

  
JOSEPH E. JOHNSTON, III  
MAYOR  
CITY OF BROOKSVILLE

DATE APPROVED 01-24-05

ON BEHALF OF THE HERNANDO COUNTY SHERIFF'S OFFICE:

  
RICHARD B. NUGENT  
SHERIFF  
HERNANDO COUNTY

DATE APPROVED 1-28-05

APPROVED AS TO LEGAL FORM & CONTENT FOR THE RELIANCE OF THE CITY OF BROOKSVILLE ONLY:

  
DAVID LACROIX, CITY ATTORNEY

# Attachment 2

**AMENDED COMBINED  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT**

WITNESSETH

**WHEREAS**, THE SUBSCRIBING LAW ENFORCEMENT AGENCIES ARE SO LOCATED IN RELATION TO EACH OTHER THAT IT IS TO THE ADVANTAGE OF EACH TO RECEIVE AND EXTEND MUTUAL AID IN THE FORM OF LAW ENFORCEMENT SERVICES AND RESOURCES TO ADEQUATELY RESPOND TO:

- (1) CONTINUING, MULTI-JURISDICTIONAL CRIMINAL ACTIVITY SO AS TO PROTECT THE PUBLIC PEACE AND SAFETY, AND PRESERVE THE LIVES AND PROPERTY OF THE CITIZENS; AND,
- (2) INTENSIVE SITUATIONS, INCLUDING, BUT NOT LIMITED TO, NATURAL OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES; AND,

**WHEREAS**, THE HERNANDO COUNTY SHERIFF'S OFFICE AND BROOKSVILLE POLICE DEPARTMENT HAVE THE AUTHORITY UNDER THE FLORIDA MUTUAL AID ACT, CHAPTER 23, PART I, FLORIDA STATUTES, TO ENTER INTO A COMBINED MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICE WHICH:

- (1) PERMITS VOLUNTARY COOPERATION AND ASSISTANCE OF A ROUTINE LAW ENFORCEMENT NATURE ACROSS JURISDICTIONAL LINES; AND,
- (2) PROVIDES FOR RENDERING OF ASSISTANCE IN A LAW ENFORCEMENT EMERGENCY.

**NOW, THEREFORE**, THE PARTIES AGREE AS FOLLOWS:

**SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION**

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH ANY VIOLATIONS OF FLORIDA STATUTES TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, INVESTIGATING HOMICIDES, SEX OFFENSES, ROBBERIES, BURGLARIES, THEFTS, GAMBLING, MOTOR VEHICLE THEFTS, CONTROLLED SUBSTANCES VIOLATIONS, DUI VIOLATIONS AND WITH BACKUP SERVICES DURING PATROL ACTIVITIES, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS.

**SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE**

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, DEALING WITH CIVIL DISTURBANCES, LAW ENFORCEMENT EMERGENCIES, LARGE PROTEST DEMONSTRATIONS, AIRCRAFT DISASTERS, FIRES, HURRICANES, TORNADOES OR OTHER WEATHER-RELATED CRISES, SPORTING EVENTS, CONCERTS, PARADES, ESCAPES FROM DETENTION FACILITIES, AND INCIDENTS REQUIRING UTILIZATION OF SPECIALIZED UNITS.

### **SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE**

IN THE EVENT THAT A PARTY TO THIS AGREEMENT IS IN NEED OF ASSISTANCE AS SET FORTH ABOVE, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY REQUESTING ASSISTANCE SHALL NOTIFY THE AGENCY HEAD OR HIS/HER DESIGNEE FROM WHOM SUCH ASSISTANCE IS REQUESTED. THE AGENCY HEAD OR AUTHORIZED AGENCY REPRESENTATIVE WHOSE ASSISTANCE IS SOUGHT SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND IN A MANNER HE/SHE DEEMS APPROPRIATE.

THE AGENCY HEAD IN WHOSE JURISDICTION ASSISTANCE IS BEING RENDERED MAY DETERMINE WHO IS AUTHORIZED TO LEND ASSISTANCE IN HIS/HER JURISDICTION, FOR HOW LONG SUCH ASSISTANCE IS AUTHORIZED AND FOR WHAT PURPOSE SUCH AUTHORITY IS GRANTED. THIS AUTHORITY MAY BE GRANTED EITHER VERBALLY OR IN WRITING AS THE PARTICULAR SITUATION DICTATES.

NO CITY POLICE OFFICER IS AUTHORIZED UNDER THIS AGREEMENT TO OPERATE IN THE COUNTY WITHOUT PRIOR APPROVAL OF THE SHERIFF OR HIS/HER DESIGNEE.

THE AGENCY HEAD'S DECISION IN THESE MATTERS SHALL BE FINAL.

**PROCEDURES FOR PATROL/INVESTIGATIVE MUTUAL AID ASSISTANCE:** IT HAS BECOME APPARENT THAT ONE OF THE IMPORTANT BENEFITS OF COMBINED COMMUNICATIONS IS THE OPPORTUNITY FOR PERSONNEL OF THE AGENCIES TO RENDER ASSISTANCE TO THE OTHER AS NEEDED WHEN RESPONDING TO CALLS AND CONDUCTING INVESTIGATIONS. EACH AGENCY AGREES THAT THE ASSISTANCE MAY BE PROVIDED IMMEDIATELY FOR SAFETY OF PERSONNEL AND CITIZENS, WITHOUT COMPLIANCE WITH FORMAL PROCEDURES FOR REQUESTING MUTUAL AID, AS FOLLOWS:

IF PERSONNEL OF EITHER OF THE AGENCIES OR CITIZENS WITHIN THE PRIMARY JURISDICTION OF EITHER SHOULD REQUIRE IMMEDIATE ASSISTANCE, AN AUTHORIZED SUPERVISOR OF THE AGENCY REQUIRING ASSISTANCE SHALL GIVE VERBAL OR WRITTEN APPROVAL OF THE REQUEST FOR ASSISTANCE FROM THE OTHER AGENCY TO THE COMBINED COMMUNICATIONS CENTER. AN AUTHORIZED SUPERVISOR FROM THE AGENCY WHOSE ASSISTANCE IS SOUGHT SHALL EVALUATE THE SITUATION AND RESPOND IN A MANNER DEEMED APPROPRIATE AFTER CONSIDERING FACTORS SUCH AS THE TYPE OF ASSISTANCE BEING REQUESTED, CONCERN FOR SAFETY OF INDIVIDUALS, AND AVAILABILITY OF PERSONNEL TO PROVIDE THE REQUESTED ASSISTANCE. THE SUPERVISOR MAY DECIDE TO CONSULT HIS OR HER OWN SUPERVISOR REGARDING THE REQUEST BEFORE ACTING.

THE PROVISIONS SET OUT BELOW ARE NOT INTENDED TO GRANT GENERAL AUTHORITY TO RESPOND WITHOUT REQUEST TO EMERGENCIES ALREADY BEING ADDRESSED BY THE AGENCY OF PRIMARY JURISDICTION, BUT ARE INTENDED TO ADDRESS CRITICAL, LIFE-THREATENING SITUATIONS AND PREVENT BODILY INJURY TO OFFICERS AND DEPUTIES. UPON ARRIVAL OF SUFFICIENT UNITS FROM THE AGENCY HAVING PRIMARY JURISDICTION, THE ASSISTING AGENCY SHALL CEASE FURTHER ACTION AND PROVIDE ONLY SUCH ASSISTANCE AS MAY BE REQUESTED INCLUDING, PREPARATION OF A REPORT DOCUMENTING THE EVENT AND ACTION TAKEN.

IN THE EVENT AN EMERGENCY SITUATION OCCURS AND A RESPONDING OFFICER OR DEPUTY SHERIFF APPEARS TO REQUIRE IMMEDIATE ASSISTANCE FROM PERSONNEL OF THE OTHER AGENCY, THE TELECOMMUNICATOR MAY DISPATCH PERSONNEL OF THE OTHER AGENCY TO ASSIST WITHOUT SUPERVISORY APPROVAL. THE SHIFT SUPERVISOR OF THE COMBINED COMMUNICATIONS CENTER WILL ASSURE TIMELY NOTICE IS GIVEN TO SUPERVISORS OF EACH AGENCY CONCERNING THE RESPONSE TO PROVIDE ASSISTANCE.

IN THE EVENT THAT A DELAYED RESPONSE WOULD LIKELY RESULT IN INJURY TO THE ASSIGNED DEPUTY OR OFFICER, PERSONNEL OF THE OTHER AGENCY MAY IMMEDIATELY RESPOND TO ASSIST AFTER NOTICE TO THE COMMUNICATIONS CENTER. THE SHIFT SUPERVISOR OF THE COMBINED COMMUNICATIONS CENTER WILL ASSURE TIMELY NOTICE IS GIVEN TO SUPERVISORS OF EACH AGENCY CONCERNING THE RESPONSE TO PROVIDE ASSISTANCE.

**SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY**

THE PERSONNEL AND EQUIPMENT THAT ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE IMMEDIATE COMMAND OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD. SUCH SUPERVISING OFFICER SHALL BE UNDER THE DIRECT SUPERVISION AND COMMAND OF THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE AGENCY REQUESTING ASSISTANCE.

**CONFLICTS:** WHENEVER AN OFFICER, DEPUTY SHERIFF OR OTHER APPOINTEE IS RENDERING ASSISTANCE PURSUANT TO THIS AGREEMENT, THE OFFICER, DEPUTY SHERIFF OR APPOINTEE SHALL ABIDE BY AND BE SUBJECT TO THE RULES AND REGULATIONS, PERSONNEL POLICIES, GENERAL ORDERS AND STANDARD OPERATING PROCEDURES OF HIS/HER OWN EMPLOYING AGENCY. IF ANY SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR STANDARD OPERATING PROCEDURE IS CONTRADICTED, CONTRAVENED OR OTHERWISE IN CONFLICT WITH A DIRECT ORDER OF A SUPERIOR OFFICER OF THE REQUESTING AGENCY, THEN SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR PROCEDURE SHALL CONTROL AND SHALL SUPERSEDE THE DIRECT ORDER.

**HANDLING COMPLAINTS:** WHENEVER THERE IS CAUSE TO BELIEVE THAT A COMPLAINT HAS ARISEN AS A RESULT OF A COOPERATIVE EFFORT AS IT MAY PERTAIN TO THIS AGREEMENT, THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE REQUESTING AGENCY SHALL BE RESPONSIBLE FOR THE DOCUMENTATION OF SAID COMPLAINT TO ASCERTAIN AT A MINIMUM:

1. THE IDENTITY OF THE COMPLAINANT.
2. AN ADDRESS WHERE THE COMPLAINING PARTY CAN BE CONTACTED.
3. THE SPECIFIC ALLEGATION.
4. THE IDENTITY OF THE EMPLOYEES ACCUSED WITHOUT REGARD AS TO AGENCY AFFILIATION.

IF IT IS DETERMINED THAT THE ACCUSED IS AN EMPLOYEE OF THE ASSISTING AGENCY, THE ABOVE INFORMATION, WITH ALL PERTINENT DOCUMENTATION GATHERED DURING THE RECEIPT AND PROCESSING OF THE COMPLAINT, SHALL BE FORWARDED WITHOUT DELAY TO THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE ASSISTING AGENCY FOR ADMINISTRATIVE REVIEW. THE REQUESTING AGENCY MAY CONDUCT A REVIEW OF THE COMPLAINT TO DETERMINE IF ANY FACTUAL BASIS FOR THE COMPLAINT EXISTS AND/OR WHETHER ANY OF THE EMPLOYEES OF THE REQUESTING AGENCY VIOLATED ANY OF THEIR AGENCY'S POLICIES OR PROCEDURES.

**SECTION V: LIABILITY**

EACH PARTY ENGAGING IN ANY MUTUAL COOPERATION AND ASSISTANCE, PURSUANT TO THIS AGREEMENT, AGREES TO ASSUME RESPONSIBILITY FOR THE ACTS, OMISSIONS, OR CONDUCT OF SUCH PARTY'S OWN EMPLOYEES WHILE ENGAGED IN RENDERING SUCH AID PURSUANT TO THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, WHERE APPLICABLE.

## **SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

a. EMPLOYEES OF THE HERNANDO COUNTY SHERIFF'S OFFICE AND BROOKSVILLE POLICE DEPARTMENT WHEN ACTUALLY ENGAGING IN MUTUAL COOPERATION AND ASSISTANCE OUTSIDE OF THEIR JURISDICTIONAL LIMITS BUT INSIDE THIS STATE, UNDER THE TERMS OF THIS AGREEMENT, SHALL, PURSUANT TO THE PROVISIONS OF SECTION 23.127(1), FLORIDA STATUTES, HAVE THE SAME POWERS, DUTIES, RIGHTS, PRIVILEGES AND IMMUNITIES AS IF THE EMPLOYEE WAS PERFORMING DUTIES INSIDE THE EMPLOYEE'S POLITICAL SUBDIVISION IN WHICH NORMALLY EMPLOYED.

b. EACH PARTY AGREES TO FURNISH NECESSARY PERSONNEL, EQUIPMENT, RESOURCES, AND FACILITIES AND TO RENDER SERVICES TO EACH OTHER PARTY TO THE AGREEMENT AS SET FORTH ABOVE; PROVIDED, HOWEVER, THAT NO PARTY SHALL BE REQUIRED TO DEplete UNREASONABLY ITS OWN PERSONNEL, EQUIPMENT, RESOURCES, FACILITIES, AND SERVICES IN FURNISHING SUCH MUTUAL AID.

c. A POLITICAL SUBDIVISION THAT FURNISHES EQUIPMENT PURSUANT TO THIS AGREEMENT MUST BEAR THE COST OF LOSS OR DAMAGE TO THAT EQUIPMENT AND MUST PAY ANY EXPENSE INCURRED IN THE OPERATION AND MAINTENANCE OF THAT EQUIPMENT.

d. THE AGENCY FURNISHING AID PURSUANT TO THIS AGREEMENT SHALL COMPENSATE ITS APPOINTEES/EMPLOYEES DURING THE TIME SUCH AID IS RENDERED AND SHALL DEFRAY THE ACTUAL TRAVEL AND MAINTENANCE EXPENSES OF ITS EMPLOYEES WHILE THEY ARE RENDERING SUCH AID, INCLUDING ANY AMOUNTS PAID OR DUE FOR COMPENSATION DUE TO PERSONAL INJURY OR DEATH WHILE SUCH EMPLOYEES ARE ENGAGED IN RENDERING SUCH AID.

e. THE PRIVILEGES AND IMMUNITIES FROM LIABILITY, EXEMPTION FROM LAWS, ORDINANCES AND RULES, AND ALL PENSION, INSURANCE, RELIEF, DISABILITY, WORKERS' COMPENSATION, SALARY, DEATH AND OTHER BENEFITS THAT APPLY TO THE ACTIVITY OF AN EMPLOYEE OF AN AGENCY WHEN PERFORMING THE EMPLOYEE'S DUTIES WITHIN THE TERRITORIAL LIMITS OF THE EMPLOYEE'S AGENCY APPLY TO THE EMPLOYEE TO THE SAME DEGREE, MANNER, AND EXTENT WHILE ENGAGED IN THE PERFORMANCE OF THE EMPLOYEE'S DUTIES EXTRATERRITORIALLY UNDER THE PROVISIONS OF THIS MUTUAL AID AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL APPLY WITH EQUAL EFFECT TO PAID, VOLUNTEER, AND AUXILIARY EMPLOYEES.

f. NOTHING HEREIN SHALL PREVENT THE REQUESTING AGENCY FROM REQUESTING SUPPLEMENTAL APPROPRIATIONS FROM THE GOVERNING AUTHORITY HAVING BUDGETING JURISDICTION TO REIMBURSE THE ASSISTING AGENCY FOR ANY ACTUAL COSTS OR EXPENSES INCURRED BY THE ASSISTING AGENCY PERFORMING HEREUNDER.

g. NOTHING IN THIS AGREEMENT IS INTENDED OR IS TO BE CONSTRUED AS ANY TRANSFER OR CONTRACTING AWAY OF THE POWERS OR FUNCTIONS OF ONE PARTY HERETO TO THE OTHER.

## **SECTION VII: LIABILITY INSURANCE**

EACH PARTY SHALL PROVIDE SATISFACTORY PROOF OF LIABILITY INSURANCE BY ONE OR MORE OF THE MEANS SPECIFIED IN SECTION 768.28(15)(a), FLORIDA STATUTES, IN AN AMOUNT WHICH IS, IN THE JUDGMENT OF THE GOVERNING BODY OF THAT PARTY, AT LEAST ADEQUATE TO COVER THE RISK TO WHICH THAT PARTY MAY BE EXPOSED. SHOULD THE INSURANCE COVERAGE, HOWEVER PROVIDED, OF ANY PARTY BE CANCELED OR UNDERGO MATERIAL CHANGE, THAT PARTY SHALL NOTIFY ALL PARTIES TO THIS AGREEMENT OF SUCH CHANGE WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OR ACTUAL KNOWLEDGE OF SUCH CHANGE.

**SECTION VIII: EFFECTIVE DATE**

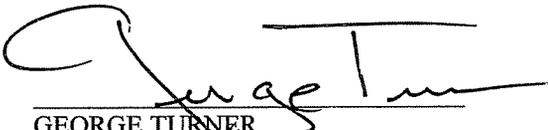
THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL MARCH 31, 2009. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

**SECTION IX: CANCELLATION**

ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT UPON DELIVERY OF WRITTEN NOTICE TO THE OTHER PARTY OR PARTIES. CANCELLATION WILL BE AT THE DIRECTION OF ANY SUBSCRIBING PARTY.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

ON BEHALF OF THE CITY OF BROOKSVILLE, FLORIDA:

  
\_\_\_\_\_  
GEORGE TURNER  
CHIEF OF POLICE  
BROOKSVILLE POLICE DEPARTMENT

DATE APPROVED 7-3-08

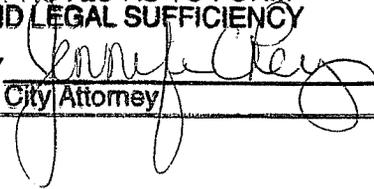
  
\_\_\_\_\_  
DAVID PUGH  
MAYOR  
CITY OF BROOKSVILLE

DATE APPROVED 9-15-08

ON BEHALF OF THE HERNANDO COUNTY SHERIFF'S OFFICE:

  
\_\_\_\_\_  
RICHARD B. NUGENT  
SHERIFF  
HERNANDO COUNTY

DATE APPROVED 9-23-08

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY   
\_\_\_\_\_  
City Attorney

# Attachment 3

**COMBINED  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT**

WITNESSETH

**WHEREAS**, THE SUBSCRIBING LAW ENFORCEMENT AGENCIES ARE SO LOCATED IN RELATION TO EACH OTHER THAT IT IS TO THE ADVANTAGE OF EACH TO RECEIVE AND EXTEND MUTUAL AID IN THE FORM OF LAW ENFORCEMENT SERVICES AND RESOURCES TO ADEQUATELY RESPOND TO:

- (1) CONTINUING, MULTI-JURISDICTIONAL CRIMINAL ACTIVITY SO AS TO PROTECT THE PUBLIC PEACE AND SAFETY, AND PRESERVE THE LIVES AND PROPERTY OF THE CITIZENS; AND,
- (2) INTENSIVE SITUATIONS, INCLUDING, BUT NOT LIMITED TO, NATURAL OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES; AND,

**WHEREAS**, THE HERNANDO COUNTY SHERIFF'S OFFICE AND BROOKSVILLE POLICE DEPARTMENT HAVE THE AUTHORITY UNDER THE FLORIDA MUTUAL AID ACT, CHAPTER 23, PART I, FLORIDA STATUTES, TO ENTER INTO A COMBINED MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICE WHICH:

- (1) PERMITS VOLUNTARY COOPERATION AND ASSISTANCE OF A ROUTINE LAW ENFORCEMENT NATURE ACROSS JURISDICTIONAL LINES; AND,
- (2) PROVIDES FOR RENDERING OF ASSISTANCE IN A LAW ENFORCEMENT EMERGENCY.

**NOW, THEREFORE**, THE PARTIES AGREE AS FOLLOWS:

**SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION**

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH ANY VIOLATIONS OF FLORIDA STATUTES TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, INVESTIGATING HOMICIDES, SEX OFFENSES, ROBBERIES, BURGLARIES, THEFTS, GAMBLING, MOTOR VEHICLE THEFTS, CONTROLLED SUBSTANCES VIOLATIONS, DUI VIOLATIONS AND WITH BACKUP SERVICES DURING PATROL ACTIVITIES, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS.

**SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE**

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, DEALING WITH CIVIL DISTURBANCES, LAW ENFORCEMENT EMERGENCIES, LARGE PROTEST DEMONSTRATIONS, AIRCRAFT DISASTERS, FIRES, HURRICANES, TORNADOES OR OTHER WEATHER-RELATED CRISES, SPORTING EVENTS, CONCERTS, PARADES, ESCAPES FROM DETENTION FACILITIES, AND INCIDENTS REQUIRING UTILIZATION OF SPECIALIZED UNITS.

**SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE**

IN THE EVENT THAT A PARTY TO THIS AGREEMENT IS IN NEED OF ASSISTANCE AS SET FORTH ABOVE, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY REQUESTING ASSISTANCE SHALL NOTIFY THE AGENCY HEAD OR HIS/HER DESIGNEE FROM WHOM SUCH ASSISTANCE IS REQUESTED. THE AGENCY HEAD OR AUTHORIZED AGENCY REPRESENTATIVE WHOSE ASSISTANCE IS SOUGHT SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND IN A MANNER HE/SHE DEEMS APPROPRIATE.

THE AGENCY HEAD IN WHOSE JURISDICTION ASSISTANCE IS BEING RENDERED MAY DETERMINE WHO IS AUTHORIZED TO LEND ASSISTANCE IN HIS/HER JURISDICTION, FOR HOW LONG SUCH ASSISTANCE IS AUTHORIZED AND FOR WHAT PURPOSE SUCH AUTHORITY IS GRANTED. THIS AUTHORITY MAY BE GRANTED EITHER VERBALLY OR IN WRITING AS THE PARTICULAR SITUATION DICTATES.

NO CITY POLICE OFFICER IS AUTHORIZED UNDER THIS AGREEMENT TO OPERATE IN THE COUNTY WITHOUT PRIOR APPROVAL OF THE SHERIFF OR HIS/HER DESIGNEE.

THE AGENCY HEAD'S DECISION IN THESE MATTERS SHALL BE FINAL.

**PROCEDURES FOR PATROL/INVESTIGATIVE MUTUAL AID ASSISTANCE:** IT HAS BECOME APPARENT THAT ONE OF THE IMPORTANT BENEFITS OF COMBINED COMMUNICATIONS IS THE OPPORTUNITY FOR PERSONNEL OF THE AGENCIES TO RENDER ASSISTANCE TO THE OTHER AS NEEDED WHEN RESPONDING TO CALLS AND CONDUCTING INVESTIGATIONS. EACH AGENCY AGREES THAT THE ASSISTANCE MAY BE PROVIDED IMMEDIATELY FOR SAFETY OF PERSONNEL AND CITIZENS, WITHOUT COMPLIANCE WITH FORMAL PROCEDURES FOR REQUESTING MUTUAL AID, AS FOLLOWS:

IF PERSONNEL OF EITHER OF THE AGENCIES OR CITIZENS WITHIN THE PRIMARY JURISDICTION OF EITHER SHOULD REQUIRE IMMEDIATE ASSISTANCE, AN AUTHORIZED SUPERVISOR OF THE AGENCY REQUIRING ASSISTANCE SHALL GIVE VERBAL OR WRITTEN APPROVAL OF THE REQUEST FOR ASSISTANCE FROM THE OTHER AGENCY TO THE COMBINED COMMUNICATIONS CENTER. AN AUTHORIZED SUPERVISOR FROM THE AGENCY WHOSE ASSISTANCE IS SOUGHT SHALL EVALUATE THE SITUATION AND RESPOND IN A MANNER DEEMED APPROPRIATE AFTER CONSIDERING FACTORS SUCH AS THE TYPE OF ASSISTANCE BEING REQUESTED, CONCERN FOR SAFETY OF INDIVIDUALS, AND AVAILABILITY OF PERSONNEL TO PROVIDE THE REQUESTED ASSISTANCE. THE SUPERVISOR MAY DECIDE TO CONSULT HIS OR HER OWN SUPERVISOR REGARDING THE REQUEST BEFORE ACTING.

THE PROVISIONS SET OUT BELOW ARE NOT INTENDED TO GRANT GENERAL AUTHORITY TO RESPOND WITHOUT REQUEST TO EMERGENCIES ALREADY BEING ADDRESSED BY THE AGENCY OF PRIMARY JURISDICTION, BUT ARE INTENDED TO ADDRESS CRITICAL, LIFE-THREATENING SITUATIONS AND PREVENT BODILY INJURY TO OFFICERS AND DEPUTIES. UPON ARRIVAL OF SUFFICIENT UNITS FROM THE AGENCY HAVING PRIMARY JURISDICTION, THE ASSISTING AGENCY SHALL CEASE FURTHER ACTION AND PROVIDE ONLY SUCH ASSISTANCE AS MAY BE REQUESTED INCLUDING, PREPARATION OF A REPORT DOCUMENTING THE EVENT AND ACTION TAKEN.

IN THE EVENT AN EMERGENCY SITUATION OCCURS AND A RESPONDING OFFICER OR DEPUTY SHERIFF APPEARS TO REQUIRE IMMEDIATE ASSISTANCE FROM PERSONNEL OF THE OTHER AGENCY, THE TELECOMMUNICATOR MAY DISPATCH PERSONNEL OF THE OTHER AGENCY TO ASSIST WITHOUT SUPERVISORY APPROVAL. THE SHIFT SUPERVISOR OF THE COMBINED COMMUNICATIONS CENTER WILL ASSURE TIMELY NOTICE IS GIVEN TO SUPERVISORS OF EACH AGENCY CONCERNING THE RESPONSE TO PROVIDE ASSISTANCE.

IN THE EVENT THAT A DELAYED RESPONSE WOULD LIKELY RESULT IN INJURY TO THE ASSIGNED DEPUTY OR OFFICER, PERSONNEL OF THE OTHER AGENCY MAY IMMEDIATELY RESPOND TO ASSIST AFTER NOTICE TO THE COMMUNICATIONS CENTER. THE SHIFT SUPERVISOR OF THE COMBINED COMMUNICATIONS CENTER WILL ASSURE TIMELY NOTICE IS GIVEN TO SUPERVISORS OF EACH AGENCY CONCERNING THE RESPONSE TO PROVIDE ASSISTANCE.

**SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY**

THE PERSONNEL AND EQUIPMENT THAT ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE IMMEDIATE COMMAND OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD. SUCH SUPERVISING OFFICER SHALL BE UNDER THE DIRECT SUPERVISION AND COMMAND OF THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE AGENCY REQUESTING ASSISTANCE.

**CONFLICTS:** WHENEVER AN OFFICER, DEPUTY SHERIFF OR OTHER APPOINTEE IS RENDERING ASSISTANCE PURSUANT TO THIS AGREEMENT, THE OFFICER, DEPUTY SHERIFF OR APPOINTEE SHALL ABIDE BY AND BE SUBJECT TO THE RULES AND REGULATIONS, PERSONNEL POLICIES, GENERAL ORDERS AND STANDARD OPERATING PROCEDURES OF HIS/HER OWN EMPLOYING AGENCY. IF ANY SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR STANDARD OPERATING PROCEDURE IS CONTRADICTED, CONTRAVENED OR OTHERWISE IN CONFLICT WITH A DIRECT ORDER OF A SUPERIOR OFFICER OF THE REQUESTING AGENCY, THEN SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR PROCEDURE SHALL CONTROL AND SHALL SUPERSEDE THE DIRECT ORDER.

**HANDLING COMPLAINTS:** WHENEVER THERE IS CAUSE TO BELIEVE THAT A COMPLAINT HAS ARISEN AS A RESULT OF A COOPERATIVE EFFORT AS IT MAY PERTAIN TO THIS AGREEMENT, THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE REQUESTING AGENCY SHALL BE RESPONSIBLE FOR THE DOCUMENTATION OF SAID COMPLAINT TO ASCERTAIN AT A MINIMUM:

1. THE IDENTITY OF THE COMPLAINANT.
2. AN ADDRESS WHERE THE COMPLAINING PARTY CAN BE CONTACTED.
3. THE SPECIFIC ALLEGATION.
4. THE IDENTITY OF THE EMPLOYEES ACCUSED WITHOUT REGARD AS TO AGENCY AFFILIATION.

IF IT IS DETERMINED THAT THE ACCUSED IS AN EMPLOYEE OF THE ASSISTING AGENCY, THE ABOVE INFORMATION, WITH ALL PERTINENT DOCUMENTATION GATHERED DURING THE RECEIPT AND PROCESSING OF THE COMPLAINT, SHALL BE FORWARDED WITHOUT DELAY TO THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE ASSISTING AGENCY FOR ADMINISTRATIVE REVIEW. THE REQUESTING AGENCY MAY CONDUCT A REVIEW OF THE COMPLAINT TO DETERMINE IF ANY FACTUAL BASIS FOR THE COMPLAINT EXISTS AND/OR WHETHER ANY OF THE EMPLOYEES OF THE REQUESTING AGENCY VIOLATED ANY OF THEIR AGENCY'S POLICIES OR PROCEDURES.

**SECTION V: LIABILITY**

EACH PARTY ENGAGING IN ANY MUTUAL COOPERATION AND ASSISTANCE, PURSUANT TO THIS AGREEMENT, AGREES TO ASSUME RESPONSIBILITY FOR THE ACTS, OMISSIONS, OR CONDUCT OF SUCH PARTY'S OWN EMPLOYEES WHILE ENGAGED IN RENDERING SUCH AID PURSUANT TO THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, WHERE APPLICABLE.

**SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

a. EMPLOYEES OF THE HERNANDO COUNTY SHERIFF'S OFFICE AND BROOKSVILLE POLICE DEPARTMENT WHEN ACTUALLY ENGAGING IN MUTUAL COOPERATION AND ASSISTANCE OUTSIDE OF THEIR JURISDICTIONAL LIMITS BUT INSIDE THIS STATE, UNDER THE TERMS OF THIS AGREEMENT, SHALL, PURSUANT TO THE PROVISIONS OF SECTION 23.127(1), FLORIDA STATUTES, HAVE THE SAME POWERS, DUTIES, RIGHTS, PRIVILEGES AND IMMUNITIES AS IF THE EMPLOYEE WAS PERFORMING DUTIES INSIDE THE EMPLOYEE'S POLITICAL SUBDIVISION IN WHICH NORMALLY EMPLOYED.

b. EACH PARTY AGREES TO FURNISH NECESSARY PERSONNEL, EQUIPMENT, RESOURCES, AND FACILITIES AND TO RENDER SERVICES TO EACH OTHER PARTY TO THE AGREEMENT AS SET FORTH ABOVE; PROVIDED, HOWEVER, THAT NO PARTY SHALL BE REQUIRED TO DEplete UNREASONABLY ITS OWN PERSONNEL, EQUIPMENT, RESOURCES, FACILITIES, AND SERVICES IN FURNISHING SUCH MUTUAL AID.

c. A POLITICAL SUBDIVISION THAT FURNISHES EQUIPMENT PURSUANT TO THIS AGREEMENT MUST BEAR THE COST OF LOSS OR DAMAGE TO THAT EQUIPMENT AND MUST PAY ANY EXPENSE INCURRED IN THE OPERATION AND MAINTENANCE OF THAT EQUIPMENT.

d. THE AGENCY FURNISHING AID PURSUANT TO THIS AGREEMENT SHALL COMPENSATE ITS APPOINTEES/EMPLOYEES DURING THE TIME SUCH AID IS RENDERED AND SHALL DEFRAy THE ACTUAL TRAVEL AND MAINTENANCE EXPENSES OF ITS EMPLOYEES WHILE THEY ARE RENDERING SUCH AID, INCLUDING ANY AMOUNTS PAID OR DUE FOR COMPENSATION DUE TO PERSONAL INJURY OR DEATH WHILE SUCH EMPLOYEES ARE ENGAGED IN RENDERING SUCH AID.

e. THE PRIVILEGES AND IMMUNITIES FROM LIABILITY, EXEMPTION FROM LAWS, ORDINANCES AND RULES, AND ALL PENSION, INSURANCE, RELIEF, DISABILITY, WORKERS' COMPENSATION, SALARY, DEATH AND OTHER BENEFITS THAT APPLY TO THE ACTIVITY OF AN EMPLOYEE OF AN AGENCY WHEN PERFORMING THE EMPLOYEE'S DUTIES WITHIN THE TERRITORIAL LIMITS OF THE EMPLOYEE'S AGENCY APPLY TO THE EMPLOYEE TO THE SAME DEGREE, MANNER, AND EXTENT WHILE ENGAGED IN THE PERFORMANCE OF THE EMPLOYEE'S DUTIES EXTRATERRITORIALLY UNDER THE PROVISIONS OF THIS MUTUAL AID AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL APPLY WITH EQUAL EFFECT TO PAID, VOLUNTEER, AND AUXILIARY EMPLOYEES.

f. NOTHING HEREIN SHALL PREVENT THE REQUESTING AGENCY FROM REQUESTING SUPPLEMENTAL APPROPRIATIONS FROM THE GOVERNING AUTHORITY HAVING BUDGETING JURISDICTION TO REIMBURSE THE ASSISTING AGENCY FOR ANY ACTUAL COSTS OR EXPENSES INCURRED BY THE ASSISTING AGENCY PERFORMING HEREUNDER.

g. NOTHING IN THIS AGREEMENT IS INTENDED OR IS TO BE CONSTRUED AS ANY TRANSFER OR CONTRACTING AWAY OF THE POWERS OR FUNCTIONS OF ONE PARTY HERETO TO THE OTHER.

**SECTION VII: LIABILITY INSURANCE**

EACH PARTY SHALL PROVIDE SATISFACTORY PROOF OF LIABILITY INSURANCE BY ONE OR MORE OF THE MEANS SPECIFIED IN SECTION 768.28(16)(a), FLORIDA STATUTES, IN AN AMOUNT WHICH IS, IN THE JUDGMENT OF THE GOVERNING BODY OF THAT PARTY, AT LEAST ADEQUATE TO COVER THE RISK TO WHICH THAT PARTY MAY BE EXPOSED. SHOULD THE INSURANCE COVERAGE, HOWEVER PROVIDED, OF ANY PARTY BE CANCELED OR UNDERGO MATERIAL CHANGE, THAT PARTY SHALL NOTIFY ALL PARTIES TO THIS AGREEMENT OF SUCH CHANGE WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OR ACTUAL KNOWLEDGE OF SUCH CHANGE.

**SECTION VIII: EFFECTIVE DATE**

THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL MARCH 31, 2013. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

**SECTION IX: CANCELLATION**

ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT UPON DELIVERY OF WRITTEN NOTICE TO THE OTHER PARTY OR PARTIES. CANCELLATION WILL BE AT THE DIRECTION OF ANY SUBSCRIBING PARTY.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

ON BEHALF OF THE CITY OF BROOKSVILLE, FLORIDA:

\_\_\_\_\_  
JOE BERNARDINI  
MAYOR  
CITY OF BROOKSVILLE

DATE APPROVED \_\_\_\_\_

  
\_\_\_\_\_  
GEORGE TURNER  
CHIEF OF POLICE  
CITY OF BROOKSVILLE

DATE APPROVED MARCH 16, 2009

ATTEST:

\_\_\_\_\_  
JANICE L. PETERS  
CITY CLERK

ON BEHALF OF THE HERNANDO COUNTY SHERIFF'S OFFICE:

\_\_\_\_\_  
RICHARD B. NUGENT  
SHERIFF  
HERNANDO COUNTY

DATE APPROVED \_\_\_\_\_

## CONSENT AGENDA ITEM MEMORANDUM

To: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. Jennene Norman-Vacha, City Manager

Date: 03/02/09

From: Emory H. Pierce, Director of Public Works

Re: **Southwest Florida Water Management District (SWFWMD) Reuse Reimbursement Request #5 and Repayment of City Oversizing Costs**

**GENERAL SUMMARY/BACKGROUND:** As Council is aware SWFWMD reimburses the City for eligible reuse expenditures as per Cooperative Funding Agreement No. 04CON0079 at the rate of 60% and less a retainage amount of 10%. The City submitted \$210,869.94 in eligible expenses and has received another reuse reimbursement in the net amount of **\$113,869.76** ( $210,869.94 \times .6 = 126,521.96 - ((.10 \times 126,521.96) = (-12,652.20 \text{ retainage}))$ )

Based on our previous payment of \$210,673.12 (on 3/0508) to the developer for all oversizing costs related to this Mobley Rd. reuse line and the WMD's past reimbursement procedures and their withholding of 10% as retainage, our share of any reimbursements should be a total of  $((210,673.12 \times .6) \times .9)$  \$113,763.48 . To date we have taken/deducted the following amounts, from the WMD's payments, as reimbursements for our oversizing costs:

reimbursement # 3 (51,904.59)

reimbursement #4 (45,528.31)

Total **(\$97,432.90).**

Which leaves a balance due to the City of  $(113,763.48 - 97,432.90)$  **\$16,330.58** for previously paid oversizing costs. Since we have received a check back from the WMD for \$113,869.76 this \$16,330.58 should be deducted, from any payment back to the Developer, as the city's share of our oversizing costs. That amount less our \$350.00 processing fee, makes the net reimbursement from the City back to the developer  $(113,869.76 - 16,330.58 - 350.00)$  a total of **\$97,189.18**.

Eventually at some time, 4 or 5 years from now when the Cobb Rd. plant expansion is finished and reuse water is being produced, we will need to extract, from the WMD, the 10% retainage on our \$210,673.12 of oversizing costs , which will be  $(210,673.12 \times .6) \times .1$  \$12,640.39. As of this date, this is the City's total share of any and all retainage that the WMD may release at the end of the project. By the end of the project the total retainage held by the WMD will be \$200k - \$300k (10% of eligible reuse costs).

**BUDGET IMPACT:** As outlined above, reimbursement monies have been received from SWFWMD. Monies retained by the City should be amended into the 2008/09 budget, under Fund 409, SR 50 West/Cobb Rd. Expansion. The total reimbursement from SFWMD that the City received is \$113,869.76 and therefore an amendment should be made to Grants from Other Local Units (GL# 409 000 337 47000) in the amount of \$113,869.76. Due to the fact that based on accounting principles the City cannot book the reuse as Capital twice, since the Developer is being paid back from SWFWMD grant monies, we request an amendment to the Other Current Charges (Acct # 409 027 536 54900) in the amount of \$97,189.18, which is the net amount of

the Developers contributions and monies that we are required to reimburse, so far for this year.

**LEGAL REVIEW:** Legal has reviewed and has no legal concern with the reimbursement.

**STAFF RECOMMENDATION:** Staff recommends that City Council authorize reimbursement from the City in the amount of **\$97,189.18 to Hampton Ridge Developers, LLC**, in conjunction with Reuse Reimbursement #5 and for Staff to prepare City budget/amendments as discussed under BUDGET IMPACT.

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**AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCILMEN**  
**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**  
**FROM: STEVE BAUMGARTNER, FINANCE DIRECTOR**  
**SUBJECT: AWARD OF PROPERTY & WORKERS' COMPENSATION  
COVERAGE**  
**DATE: MARCH 16, 2009**

**GENERAL SUMMARY/BACKGROUND:** On April 1, 2009 the City's General Liability, Property coverage and Workers' Compensation insurances are due to renew. Staff requested proposals for coverage. We are in receipt of proposals from the following companies:

1. Public Risk Management (PRM)
2. Preferred Government Insurance Trust (PGIT)
3. Travelers
4. Florida Municipal Insurance Trust (FMIT)

All of the quoted programs are very good programs, with a long history and very good financial stability. Of the four, PGIT has the shortest history having been incepted for Workers' Compensation only in 1998 or 1999, and then having the property/liability coverages being added as new offerings in 2002, from an existing book of a business with a traditional carrier (Coregis Insurance Company) who pulled out of the State and ceased writing in Florida.

PRM and PGIT have the most conservative risk retention structures of the 3 pool or trust programs. All of the programs are currently showing more than an adequate amount of surplus for the amount of risk they retain individually, although financials from any of these Trusts are a lagging indicator. Financials are due to the State by the end of March for the prior year, so in the case of PGIT and FMIT the financials which will be coming out next month are for the year ended September 30th, 2008 and do NOT take into account any new or lost business on 10/1/2008 which is the common anniversary date for both PGIT and FMIT. Therefore, if either Trust lost or added a significant amount of business on 10/1/08, those changes would not be reflected in the most recent financial statements. PRM appears to be overfunded by a large amount.

APPROVED BY BROOKSVILLE  
CITY COUNCIL  
ON 3/16/09 INITIALS JB

Typically, that should result in return premiums or additional renewal credits to its members.

Travelers is an admitted carrier and assuming that all of their lines are through admitted companies, they provide protection of the guarantee fund should they become insolvent.

In review of all of the coverages, property is one of the biggest potential loss drivers that a City like Brooksville particularly since we are in Florida. There are significant differences between the programs. Attached is a matrix of coverages (Attachment 1) that outlines some of the greatest differences. An item that could add costs to the City throughout the policy year is whether there is a charge to add property/values throughout the policy year where we are automatically covered and for NO additional premium until renewal.

We also think that it is very important to consider the policy limitations and deductibles for wind/named storms. Travelers also has an additional policy loss limitation of \$25 million.

We reviewed the coverage should claims be incurred. We look to replacement cost value (RCV) and actual cost value (ACV) for vehicles as well as Inland Marine/mobile equipment.

Liability coverage is provided in the programs either as “claims made” or “claims occurrence”. Claims made is a term that indicates coverage at the time that a claim is “made”; while claims occurrence is a term that indicates coverage at the time that the claim is occurred/happens. This can be a concern when changing between the two (2) types of coverage. If you are moving from a “claims made” to “claims occurrence” programs, we would need either nose or tail coverage for any unknown exposures. This would add costs.

All of the programs were competitively priced. The results are included on the matrix (Attachment 1).

**BUDGET IMPACT:** Award of coverage with any of the programs would save the City money. Staff recommends renewal/award to PRM with a savings of \$103,206 for FY 2008-09 and an annual/policy year savings of approximately \$206,412.

**LEGAL REVIEW:** City Council has the authority to purchase insurance coverages.

**STAFF RECOMMENDATION:** After complete review of all coverage and comparison, we recommend that the Council renew/award business to Public Risk Management (PRM), in the amount of \$446,023 plus \$3,173 boiler and machinery coverage or a total of 449,196. This requires Council publically rescind our “Notice to Withdraw” dated February 5, 2009. Further we recommend that Council adopt Resolution No. 2009-06 that will provide notice to be allowed to consider withdrawal/other options for Policy Year 2010-11 (provided as Attachment 2).

# ***Attachment 1***

**CITY OF BROOKSVILLE  
INSURANCE  
Comparison of Coverage**

	P R M	deductible	P I G I T	deductible	Travelers	deductible	F M I T	deductible
<b>PROPERTY</b>								
BUILDINGS	\$18,791,200		\$18,791,200	\$1,000 per occr-	\$18,791,200		\$18,791,200	\$1,000 per occr-
CONTENTS	\$9,788,100		\$9,788,100	Replacement Costs* OR ACV for damages not repaired or rebuild in 2 years	\$9,788,100	\$2,500 per occr- RCV*	\$9,788,100	RCV/Blanket Coverage subject to current appraisal (typically in last 12 months)
SITE IMPROVEMENTS - declared	\$5,456,000	\$1,000 per occr- RCV*	\$5,455,600		\$5,456,000		\$5,456,000	

*\*see separate wind/named storm applicable deductibles*

**Total Property Values      \$34,035,300      \$34,034,900      \$34,035,300**

<b>BLANKET limitations/Margin Clauses</b>	Blanket Coverage - with No Margin Clause	Margin Clause: 125% of scheduled values for locations that have been appraised within the last 36 months or 110% of scheduled values for locations not appraised in last 36 months.
		Margin Clause: 110% per each location of scheduled value.
		Margin Clause: 110% of scheduled values.

**CITY OF BROOKSVILLE  
INSURANCE  
Comparison of Coverage**

<p><b>WIND/HAIL &amp;/or NAMED STORM deductibles and limitations</b></p>	<p>5% NAMED STORM deductible, not subject to a minimum per occurrence; PRM pays 1st \$250,000 of loss in Named Storm for all members with damage.</p>	<p>5% wind/hail deductible applies to each location, subject to a \$250,000 minimum per occurrence (regardless of the number of locations involved in the occurrence).</p>	<p>5% NAMED STORM deductible per building or per occurrence whichever is greatest.</p>
<p><b>TOTAL LOSS limitations specifically stated other than Policy limits and Sub-Limits</b></p>	<p>A \$25,000,000 loss limit applies to this policy - the combined total of all your property, inland marine, crime and covered loss or damage at those locations in any one event.</p>	<p>no coverage</p>	<p>no coverage</p>
<p><b>other coverages under Property</b></p> <p>Plants/Trees/Shrubs</p> <p>Building Ordinance/Law/Cost Incrs</p> <p>Debris Removal</p> <p>Builders Risk/Under Construction</p>	<p>up to \$1 mil per occ if unscheduled coverage up to \$25,000,000 limit</p> <p>\$5,000,000</p> <p>coverage</p>	<p>no coverage</p> <p>no coverage</p> <p>up to 25% of paid loss</p> <p>coverage</p>	<p>no coverage</p> <p>no coverage</p> <p>not mentioned</p> <p>coverage</p> <p>add up to \$2m (building) &amp; \$500k (content) during policy year without adding to scheduled and/or premiums</p>
<p><b>New Property/Building Coverage</b></p>	<p>add up to \$5m during policy year without adding to scheduled and/or added premiums</p>	<p>add up to \$1m (building) &amp; \$500k (contents) for first 180 days then must add; prem due from day added</p>	<p>add up to \$2m (building) &amp; \$500k (content) during policy year without adding to scheduled and/or premiums</p>

**CITY OF BROOKSVILLE  
INSURANCE  
Comparison of Coverage**

Service Interruption	\$5,000,000	\$100,000 limit	\$100,000 limit	\$200,000 per fund year
ACCOUNTS RECEIVABLE	\$2,000,000	\$1,250,000	\$100,000	\$50,000 per location to max of \$250,000 per occurrence
FINE ARTS	\$100,000	\$10,000	\$50,000	\$100,000
VALUABLE PAPERS	\$2,000,000	\$1,000,000	\$100,000	\$25,000 per location to max of \$250,000 per occurrence
POLICE DOGS/HORSES	\$15,000	\$1,000/\$5,000	\$5,000/\$10,000	5,000
<b>INLAND MARINE</b>				
<i>Electronic Data Processing</i>				
EDP EQUIPMENT (Hrdwr) (Software)	\$400,307 included	\$522,872 included	\$409,782 included	\$400,308 included
(Extra Expense)	included	included	included	included
BUSINESS INTERRUPTION & EXTRA EXPENSES	\$2,000,000	\$2,000,000	\$100,000	\$2,000,000
				no deduc
<b>Boiler &amp; Machinery</b>	added by endorsement	included in property	included in property	included in property
	\$1,000; \$10,000 for Transformer KVA	up to 100% of scheduled values.	\$2,500 - ACV	\$5,000 - ACV
				no deduc
				\$1,000 per occ - RCV; up to \$100,000 per occ for mechnl brkdwn

**CITY OF BROOKSVILLE  
INSURANCE  
Comparison of Coverage**

**Contractor's Equipment**

EQUIPMENT VALUES	\$1,143,979	\$997,294	\$1,000 - ACV or RVC if replaced within 2 years per schedule	\$1,142,800	\$1,000 - ACV	\$914,835	\$500 for items up to \$50,000 value and then items over \$50,000 2% of value.
MISCELLANEOUS PROPERTY RENTED, LEASED, BORROWED EQUIP	included in property coverage	included in property not covered	included in property	included in property can cover with endorsement	included in property	included in property not covered	
MOBILE RADIO/TELEPHONE	included in property	not covered		included in property		included in Inland Marine items under \$15,000	
EMPLOYEE TOOLS	\$50,000	\$25,000/\$50,000		\$50,000		\$50,000	

**AUTOMOBILE**

AUTOMOBILE VALUES	\$2,492,993	\$2,492,993		\$2,492,993		\$2,492,993	
AUTOMOBILE LIABILITY							
LIMIT OF LIABILITY	\$2,000,000	\$2,000,000	\$0	\$1,000,000	\$0	\$5,000,000	\$0
PIP	YES	YES	YES	YES		YES	
COMP./COLLISION	up to \$2.5 mil ACV	ACV or cost of repair	\$1,000	AVC	\$1,000	RCV for vehicles less than 18,000 miles and on schedule 12 months or less; otherwise ACV	\$1,000

**CITY OF BROOKSVILLE  
INSURANCE  
Comparison of Coverage**

GENERAL LIABILITY	P R M	P I G I T	Travelers	F M I T
TYPE OF COVERAGE	Claims Made	Claims Made	Claims Made	Claims Occurrence
LIMITS OF LIABILITY	\$2,000,000 Per Occurrence, No Aggregate, Additional Limits of \$3,000,000 Can Be Purchased	\$2,000,000 Per Occurrence, \$4,000,000 Annual Aggregate	\$2,000,000 per occurrence with Statutory limits \$100,000/200,000	\$5,000,000 per occurrence  No deduc
EMPLOYEE PRACTICES LIABILITY	\$2 mil/\$5.4 mil aggregate	\$2 mil	\$2 mil/\$2 mil wrongful practice	\$5 mil  No deduc
SEWER BACK UP	Same as General Liability coverage	limits \$1,000 per claimant/\$5,000 per occ	\$50,000 limit/coverage for negligent acts only	Same as General Liability coverage  No deduc
FIRE DAMAGE LIABILITY	coverage	up to \$500,000 max	coverage	up to \$250,000 max coverage
HOST LIQUOR/LIQUOR LIABILITY	coverage	no coverage		
PUBLIC OFFICIALS LIABILITY	P R M	P I G I T	Travelers	F M I T
TYPE OF COVERAGE	Claims Made	Claims Made	Claims Occurrence	Claims Occurrence
LIMITS	\$1,800,000 Per Occurrence	\$2,000,000 Per Occurrence	\$2 mil/\$2 mil wrongful acts	\$5,000,000 Per Occurrence  No Deduc
RETRO DATE/PRIOR ACTS	YES: 10-1-1987	YES: One Full Year	No: N/A	No: N/A
LAW ENFORCEMENT LIABILITY	Claims Occurrence	Claims Occurrence	Claims Occurrence	Claims Occurrence
TYPE OF COVERAGE	Claims Occurrence	Claims Occurrence	Claims Occurrence	Claims Occurrence
LIMITS OF LIABILITY				
EMPLOYEE PRACTICES LIABILITY				
SEWER BACK UP				
FIRE DAMAGE LIABILITY				
HOST LIQUOR/LIQUOR LIABILITY				
PUBLIC OFFICIALS LIABILITY				
TYPE OF COVERAGE				
LIMITS				
RETRO DATE/PRIOR ACTS				
LAW ENFORCEMENT LIABILITY				
TYPE OF COVERAGE				
LIMITS OF LIABILITY				

**CITY OF BROOKSVILLE  
INSURANCE  
Comparison of Coverage**

LIMITS	\$3,000,000	\$2,000,000	\$2,500 deduct	\$2,000,000 with Statutory Caps \$100,000/200,000	\$5,000 for each wrongful act claim	\$5,000,000	No Deduc
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**COMMERCIAL CRIME**

	P R M	P I G I T	Travelers	F M I T
FAITHFUL PERFORMANCE/EMPLOYEE DISHONESTY	\$100,000	\$100,000	\$500,000	\$500,000
FORGERY OR ALTERCATION	\$100,000	\$100,000	\$500,000	\$500,000
THEFT, DISAPPEARANCE, AND DESTRUCTION	\$100,000	\$100,000	\$500,000	\$500,000
IS COMPUTER FRAUD INCLUDED?	YES	YES	YES to \$50,000	YES to \$50,000

**WORKER COMPENSATION**

	P R M	deductible	P I G I T	deductible	Travelers	deductible	F M I T	deductible
STATUTORY W.C. BENEFITS PROVIDED	YES		YES				YES	
EMPLOYER'S LIABILITY	\$2,000,000	No Deduc	\$1,000,000	No Deduc	as provided through/by PG/IT		\$1,000,000	No Deduc
ALL STATES ENDORSEMENT	YES		NO				YES	
SUBJECT TO FINAL PAYROLL AUDIT	NO		YES				YES	

**CITY OF BROOKSVILLE  
INSURANCE  
Comparison of Coverage**

INSURANCE COSTS	P R M	P I G I T	Travelers	F M I T
Premium costs provided in RFP	\$535,958	\$456,022	\$443,364	\$468,812
<i>PRM had declared numbers were not final in RFP - this is their revised premium</i>	\$446,023			
*	0	\$12,375	\$12,375	\$12,375
<b>TOTAL</b>	<b>\$446,023</b>	<b>\$468,397</b>	<b>\$455,739</b>	<b>\$481,187</b>

\* Gallagher Bassett Claims Run-Off, if PIGIT, TRAVELERS or FMIT are awarded the business.

*note: Travelers cost includes costs for workers' compensation coverage under PGIT.*

## ***Attachment 2***

# **CITY OF BROOKSVILLE FINANCE DEPARTMENT**

**Date:** March 16, 2009

**To:** Honorable Mayor and City Council Members

**VIA:** T. Jennene Norman-Vacha, City Manager

**From:** Stephen J Baumgartner, Finance Director 

**RE:** Notification of intent to withdraw from Public Risk Management effective 4/1/10

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**SUMMARY:** The City wants to exercise the option to discontinue participation in the Public Risk Management Pool (PRM). The Pool requires a one year notification.

**GENERAL INFORMATION:** The attached Resolution will be forwarded to PRM based on 4.3 of the PRM By-Laws. The By-Laws require that participants, such as City of Brooksville, provide at least a 1 year notice to withdraw from the Pool. The current renewal dates are from 04/01/09 through 04/01/10. We are requesting approval of this Resolution to assure that we have the option to withdraw from the Pool should we determine that is in the best interest of the City. The next opportunity the City has to withdraw from membership is 4/01/2009. PRM provides property, liability, and Worker's Compensation Insurance to the City.

**BUDGET IMPACT:** There is no current budget impact concerning this Resolution.

**STAFF RECOMMENDATION:** Staff recommends approving Resolution in order to give City future flexibility and options for the City's insurance needs.

Sjb

G:sbaum/mydocs/JTV/memo PRM Notice for 04 01 2010.doc

RESOLUTION NO. 2009-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BROOKSVILLE, AUTHORIZING NOTIFICATION TO INSURANCE PROVIDER  
OF POTENTIAL DISCONTINUATION OF PARTICIPATION IN PROGRAM.

WHEREAS, the City of Brooksville, Florida contracts with Public Risk Management (PRM) for certain property, liability and workmen's compensation insurance coverage and related services; and,

WHEREAS, the Agreement between the City and PRM requires a minimum of one (1) year notice to discontinue participation in the insurance pool; and,

WHEREAS, the insurance market and the City requirements may change in the future.

NOW, THEREFORE, the City hereby notifies Public Risk Management that it may exercise the option to discontinue participation effective April 1, 2010 if the City Council determines in the future such discontinuance is in the best interest of the City.

PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2009..

City of Brooksville

\_\_\_\_\_  
Joe Bernardini  
Mayor

ATTEST: \_\_\_\_\_  
Janice L. Peters  
City Clerk

APPROVED AS TO FORM AND CONTENT  
FOR THE RELIANCE OF THE CITY OF  
BROOKSVILLE ONLY:

\_\_\_\_\_  
Thomas S. Hogan, Jr., City Attorney

VOTE OF COUNCIL:

Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Johnston \_\_\_\_\_  
Pugh \_\_\_\_\_  
Lewis \_\_\_\_\_