



**CITY OF BROOKSVILLE  
BUDGET WORKSHOP**

**AGENDA**

**August 25, 2009**

**6:00 P.M.**

**A. Call To Order**

**B. Election Process**

Discussion of the possibility of the County Supervisor of Elections office assuming the candidate qualifying process with associated record keeping for the City of Brooksville.

Presentation: City Attorney  
Attachment: Memo from City Attorney Jennifer Rey  
Dated 08/20/09

**C. Discussion of Analysis of Advanced Life Support Program**

Presentation: Chief Tim Mossgrove, Fire Department  
Attachment: Memo from Chief Mossgrove  
Dated 08/11/09

**D. Discussion and Direction for Capital Improvement Planning**

Presentation: City Manager  
Action: Review & Direction to Staff

**E. Unfinished Direction/Discussion**

Any unfinished direction/discussion for the FY2009/10 budget year.

**F. Adjournment**

*Meeting agendas and supporting documentation are available from the City Clerk's office, and online 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 352-540-3853.*

BUDGET WORKSHOP  
M E M O R A N D U M

AGENDA ITEM NUMBER **B**  
8/25/09  
Budget Workshop  
  
*[Handwritten Signature]*

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JENNIFER REY, ESQ.  
THE HOGAN LAW FIRM, LLC  
AS CITY ATTORNEY

*JCR*

SUBJECT: MUNICIPAL ELECTIONS COOPERATIVE AGREEMENT

DATE: AUGUST 20, 2009

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**GENERAL SUMMARY:** At the City Council meeting held on Monday, July 21, 2008, the City Council approved moving forward with making several changes to the municipal elections code. On August 18, 2008, City Council adopted Ordinance No. 761 revising the municipal elections code. Council directed staff to work with the Hernando County Supervisor of Elections regarding revising the Municipal Elections Agreement to provide for the Supervisor to serve as the designated election official.

Staff negotiated a Municipal Elections Cooperative Agreement which was presented to the Council at its January 5, 2009 meeting. The City Council decided to table the matter until a late date, but prior to the next election cycle. This matter is now being brought back to Council for further review and direction to precede the upcoming election process. Attached is a revised Municipal Elections Cooperative Agreement for Council's review. The attached agreement was presented to Annie Williams, Supervisor of Elections, for her review and consideration. Ms. Williams has requested further discussion on certain provisions of the agreement related to the City's oversight of the process and the request for a separate voting area; therefore, the attached is not yet a final agreement.

If a final agreement is reached and City Council desires to move forward with it, there are two other Council actions which would be required to properly implement the agreement. One element of the Agreement, regarding collection of qualifying fees, requires a revision to the current elections code; therefore, staff has prepared a proposed ordinance to amend Section 30-6 Qualifying Fees. In addition, City Council would have to adopt a resolution identifying the Supervisor of Elections as the designated City's Election Official.

**BUDGET IMPACT:** Under the current code, candidates are assessed a 3% filing fee based on the annual salary for a councilmember ( $\$5400 \times .03 = \$162$ /per qualifying candidate). This fee is retained in the general fund by the City. Should Council adopt the proposed resolution and authorize entry into the revised Agreement, the Supervisor of Elections would collect and retain this fee.

**LEGAL REVIEW:** It is within Council discretion and authority to amend the code of ordinances and to direct renegotiation of the current Municipal Elections Cooperative Agreement. Legal has reviewed the proposed ordinance and resolution, and has negotiated the proposed Agreement and finds that it is in proper legal form.

**ATTACHMENTS:** Proposed Municipal Elections Cooperative Agreement  
Ordinance No. 772  
Resolution No. 2009-01

## MUNICIPAL ELECTIONS COOPERATIVE AGREEMENT

**THIS AGREEMENT** entered into by and between the City of Brooksville, Florida, a municipal corporation, (hereinafter the "CITY") and the Office of Supervisor of Elections for Hernando County, Florida (hereinafter the "SUPERVISOR").

**WHEREAS**, the CITY requires regular municipal elections to be held on a schedule consistent with the prescribed dates of the general election conducted every other year by the SUPERVISOR; and,

**WHEREAS**, the CITY has requested the assistance of the SUPERVISOR in conducting its regular municipal elections; and,

**WHEREAS**, the CITY may also require a special municipal election or referendum to be conducted on its behalf; and,

**WHEREAS**, the SUPERVISOR is agreeable to providing such assistance to the CITY subject to the conditions set forth herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, PROMISES AND COVENANTS TO BE COMPLIED WITH, THE PARTIES HEREBY CONTRACT AND AGREE AS FOLLOWS:**

1. **INCORPORATION OF RECITALS.** The above recitals are true and correct and incorporated into this Agreement as if set forth in haec verba.

2. **AUTHORITY.** All municipal elections will be conducted under the legal authority of the City Charter, applicable codes and ordinances of the CITY and any sections of Chapters 97 through 106, Florida Statutes (the State Election Code) which specifically reference municipal elections or which have been officially adopted by the City. A copy of the City of Brooksville Election Code is attached hereto as 'Exhibit A'. Any modifications to this code will be provided to the SUPERVISOR upon adoption of same by the CITY.

3. **DESIGNATED ELECTION OFFICIAL.** Pursuant to Code of Ordinances of the City of Brooksville Section 30-3, the CITY designates the SUPERVISOR as its designated election official for municipal elections, special municipal elections, and referendums.

4. **ELECTION DATES.** Regular municipal elections will be held on the first Tuesday after the first Monday in November of each even numbered year, concurrent with the general election conducted by the SUPERVISOR, unless City Council issues a resolution canceling same due to the fact that only one candidate qualified. In the event that a special municipal election or referendum is called by City Council, to be conducted with the assistance of the SUPERVISOR, the date of said election shall be coordinated with the SUPERVISOR pursuant to the applicable provisions of City Charter, City Code

or Florida Statutes. The CITY will make every attempt to set the date of such special municipal election or referendum with as much advance notice as possible, preferably ninety (90) days in advance but not less than thirty (30) days prior to the date.

**5. SPECIAL MUNICIPAL ELECTION OR REFERENDUM.** In the event that the CITY schedules a special municipal election or referendum not held during an election regularly conducted by the SUPERVISOR, unless other arrangements are made, the SUPERVISOR shall assist the CITY in conducting the special municipal election or referendum under the provisions provided herein for regular municipals elections.

**6. QUALIFYING OFFICIAL.** The SUPERVISOR shall serve as the Qualifying Officer for all municipal candidates, and will maintain qualification and campaign financing paperwork and reports and remit the required election assessment fees to the Department of State as required in the State Election Code.

**7. QUALIFYING FEES AND ELECTION ASSESSMENT.** The SUPERVISOR shall collect and retain qualifying fees for the purposes of funding the obligations under this Agreement. The SUPERVISOR shall collect the election assessment fees and remit said fees to the Department of State as required in the State Election Code.

**8. ELECTION ADVERTISING, NOTICES AND REPORTING.** The SUPERVISOR will place all required legal advertisements, and notices required as they relate to the regular or special municipal elections or referendums. Supervisor will notify the Division of Elections of election, qualified candidates, cancellation of election, if appropriate, and election results once officially declared by City Council.

**9. ELECTION BALLOTS.** The SUPERVISOR shall provide the CITY with a final slate of qualified candidates, such that the City Council may adopt, by resolution, the qualified candidates to be listed on the municipal election ballot. The SUPERVISOR shall include municipal candidates and municipal ballot questions, once officially announced and adopted by resolution of the CITY, on any printed materials prepared by SUPERVISOR or information given out verbally.

**10. CONDUCT OF ELECTIONS.** The SUPERVISOR shall conduct all aspects of regular municipal election, unless otherwise provided or exempted herein, including the programming of the election tabulating equipment, testing the system and certifying the tabulating software as required by the Division of Elections and State Election Code, providing the facility to tabulate the election results, ordering all ballots and precinct registers, and issuing and maintaining the absentee votes. With the exception of early voting, when CITY voters share a polling place with non-CITY voters, SUPERVISOR shall establish and maintain a separate voting place for CITY voters to include a separate voter check-in and ballot issuance. SUPERVISOR shall make provisions to allow at least one CITY designated representative to (1) attend and participate in meetings and trainings regarding municipal elections including poll worker training, (2) to review, monitor and provide oversight at City precincts on election days; and (3) shall allow at

least one CITY designated representative into the equipment room during the tabulating process.

**11. VOTER REGISTRATION AND DETERMINATION.** CITY shall notify SUPERVISOR of changes in CITY boundaries which effect voter registration and eligibility as a municipal voter. The CITY may audit municipal voter records to confirm that CITY boundary changes have been properly incorporated into the municipal voter roll. The SUPERVISOR shall maintain registered voter records by CITY precincts and provide a list of registered municipal voters by precinct to CITY when requested, following close of registration books. SUPERVISOR shall notify registered voters of any change in CITY precinct boundaries or polling place location changes in accordance with the State Election Code.

**12. CANVASSING BOARD.** The Hernando County Canvassing Board and SUPERVISOR'S staff shall be legally responsible for regular municipal elections held concurrent with the general election and the canvass of election returns thereof. In the case of a special municipal election or referendum not held in conjunction with a county-wide election, the CITY shall be legally responsible for and shall appoint a Canvassing Board unless other provisions are made with the SUPERVISOR in advance. The CITY shall make arrangements and bear the expense for legal representation of the County Canvassing Board in any election challenge, protest or quo warranto proceedings resulting from a regular municipal election.

**13. ELECTION RESULTS.** The SUPERVISOR shall provide three (3) certified copies of election results in printed format, by precinct and final tally, with absentee ballots being tabulated as a separate precinct. The SUPERVISOR shall present to the CITY the elections results such that the City Council shall officially declare all election results as stipulated in City Code. All results of municipal elections shall be considered unofficial until so declared by City Council.

**14. ELECTION PROTESTS.** The SUPERVISOR will be responsible for decisions regarding election protests and/or requests for recounts of the vote of such regular municipal elections held concurrent with the general election. Such protests and requests shall be made to the County Canvassing Board in accordance with the provisions of the State Election Code. The CITY Canvassing Board shall be responsible for decisions regarding election protests and/or requests for recounts of the vote of such special municipal election and referendums not held in conjunction with county-wide elections. Such protests and requests shall be made to the CITY Canvassing Board in accordance with the provisions of the CITY'S municipal charter and the State Election Code.

**15. ELECTIONS COSTS.** The CITY shall reimburse the SUPERVISOR for any additional costs incurred by SUPERVISOR for incorporation of regular municipal election in the county election process. Upon agreement of the parties as to the cost of a special municipal election or municipal referendum, the CITY shall reimburse SUPERVISOR for election expenses, including personnel costs incurred which are

necessary to conduct the special municipal election or referendum. The CITY shall pay reasonable replacement costs involved to repair equipment damaged during special municipal elections or referendums to the extent not covered and paid for by any insurance.

**16. TERM OF AGREEMENT.** This AGREEMENT shall remain in effect through December 31, 2012, and shall be automatically renewed for additional two-year terms thereafter until and unless either party hereto gives the other not less than one-hundred eighty (180) days notice in writing of its desire to terminate the Agreement at the end of the then current term.

**17. MODIFICATION AND ASSIGNMENT.** This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. This Agreement may not be assigned, transferred, or pledged by either party without the other parties' written consent.

**18. GOOD FAITH.** Each of the parties hereto does herewith agree to take such action and forebear such actions as agreed necessary to carry the meaning and intent of this Agreement and all of its terms and conditions.

**19. DEFAULT.** Neither party shall declare the other in default of any provisions of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

**20. DISPUTE RESOLUTION.** All personnel of the SUPERVISOR and CITY are expected to cooperate to assure the highest level of service and efficiency for the citizens. In the event that there is an operational or procedural conflict between the personnel of the SUPERVISOR or CITY, the dispute shall be resolved between the SUPERVISOR, the City Manager, and the Mayor.

**21. NOTICE.** All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

**Supervisor of Elections**  
20 N. Main Street, Room 165  
Brooksville, Florida 34601

**City of Brooksville**  
201 Howell Avenue  
Brooksville, Florida 34601

**22. HOLD HARMLESS.** The CITY will be held harmless from any adverse legal or financial actions, or liability resulting from or incident to any of the SUPERVISOR'S activities under this Agreement.

23. **DISCLAIMER.** Other than the covenants and performance contemplated herein, neither party has made promises, representations or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.

24. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.

25. **WAIVER.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

26. **SEVERABILITY.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

27. **ATTORNEY'S FEES.** If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.

28. **GENERAL.** The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. This Agreement constitutes the entire Agreement among the parties and supersedes all prior agreements, whether oral or written. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

29. **GOVERNING LAW.** All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties only in the County or Circuit Court in and for Hernando County, Florida or U.S. District Court for the Middle District of Florida, Tampa Division, Hillsborough County, Florida and each of the parties irrevocably consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

IN WITNESS WHEREOF the City of Brooksville and the Hernando County Supervisor of Elections have respectively signed this Agreement and caused their seals to be affixed and attested as of this day and year first above written.

**SUPERVISOR OF ELECTIONS  
HERNANDO COUNTY, FLORIDA**

**CITY OF BROOKSVILLE**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Annie D. Williams

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

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
Supervisor of Elections

\_\_\_\_\_  
Mayor, City Council

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

STATE OF FLORIDA

COUNTY OF HERNANDO

Subscribed and sworn before me by,  
Annie D. Williams, Supervisor of  
Elections, who is personally known to  
me, on this \_\_\_\_\_ day of \_\_\_\_\_,  
200\_\_.

\_\_\_\_\_  
*Seal*

\_\_\_\_\_  
*Notary Public:*

\_\_\_\_\_  
*Attested to by City Clerk,*

\_\_\_\_\_  
*My Commission Expires:*

\_\_\_\_\_  
*Seal:*

Approved as to form for the reliance of  
the Supervisor of Elections.

Approved as to form for the reliance of  
the City of Brooksville.

\_\_\_\_\_  
*County Attorney*

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

RESOLUTION NO: 2009-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, DESIGNATING THE SUPERVISOR OF ELECTIONS FOR HERNANDO COUNTY AS THE CITY'S ELECTION OFFICIAL; AND PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 30-2 of the Code of Ordinances, the City Council may designate an election official; and,

WHEREAS, City elections are generally held in conjunction with general county-wide elections; and,

WHEREAS, the City of Brooksville desires to collaborate with the Supervisor of Elections of Hernando County in an effort to provide municipal election services in an efficient and cost-effective manner; and,

WHEREAS, the Supervisor of Elections for Hernando County has expressed a desire to provide municipal elections services on behalf of the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, that:

**SECTION 1. DESIGNATED ELECTION OFFICIAL.** The Supervisor of Elections for Hernando County is designated as the Elections Official for the City of Brooksville and shall carry out those functions and duties as set forth in the State Election Code, City Election Code and in the Municipal Elections Cooperative Agreement.

**SECTION 2. MUNICIPAL ELECTIONS COOPERATIVE AGREEMENT.** The City Council authorizes the City Manager to negotiate a cooperative agreement, and any amendments thereto, with the Supervisor of Elections for Hernando County to provide municipal elections services on behalf of the City.

**SECTION 3. CONFLICT.** Any resolution or policy of the City, or any portion thereof, in conflict with the provisions of this Resolution, is hereby repealed to the extent of such conflict.

**SECTION 4. SEVERABILITY.** In the event that any portion or section of this Resolution is determined to be invalid, illegal

or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

**SECTION 5. EFFECTIVE DATE.** This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.**

**CITY OF BROOKSVILLE**

By: \_\_\_\_\_  
Joe Bernardini, Mayor

ATTEST: \_\_\_\_\_  
City Clerk

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

VOTE OF CITY COUNCIL  
Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Johnston \_\_\_\_\_  
Lewis \_\_\_\_\_  
Pugh \_\_\_\_\_

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

ORDINANCE NO. 772

AN ORDINANCE AMENDING THE CODE OF THE CITY OF BROOKSVILLE, FLORIDA, CHAPTER 30, "ELECTIONS;" AMENDING SECTION 30-6 QUALIFYING FEES; PROVIDING FOR CODIFICATION, CONFLICTS, REPEALING, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Brooksville, Florida is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances; and,

WHEREAS, the City Council has previously adopted Ordinance No. 553, Ordinance No. 546, Ordinance No. 553, Ordinance No. 546-A, Ordinance 2000-15, Ordinance No. 546-B, and Ordinance No. 761 relating to municipal elections; and,

WHEREAS, in accordance with Section 30-3 of the Code of Ordinances, the City Clerk is the designated election official and the city council has the authority to appoint an alternative official as may be necessary; and,

WHEREAS, the City has a current cooperative agreement with the County Supervisor of Elections to conduct certain aspects of municipal elections; and,

WHEREAS, the City is amending its current agreement with the County Supervisor of Elections to designate the Supervisor of Elections for Hernando County to serve as the designated election official for the City; and,

WHEREAS, the City Council of the City of Brooksville, Florida desires to amend its Code of Ordinances, relating to municipal elections, in order to clarify the authority for the county Supervisor of Elections to perform on the City's behalf under the municipal elections cooperative agreement.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL MEMBERS OF THE CITY OF BROOKSVILLE, AS FOLLOWS:

**SECTION 1. AMENDMENT TO SECTION 30-6.** The Code of the City of Brooksville, Florida, Chapter 30, "Elections", Section 6 Qualifying Fees is hereby amended to read as follows:

**Sec. 30-6. Qualifying fees.**

(a) Each candidate for office, except for a person qualifying as a write-in candidate, at the time of qualifying as a candidate for office, shall pay to the designated election official a filing fee of three percent of the annual salary of a city councilmember at the time the oath is taken. ~~This filing fee will be deposited into the general fund of the city.~~

(b) Pursuant to F.S. § 99.093, the candidate must also pay an election assessment at the time of qualifying, which will be forwarded to the state as stipulated. An exemption to the required payment is referenced therein.

(c) A qualifying fee shall be returned to the candidate, less ten percent for administrative handling costs, if the candidacy is withdrawn before the last date to qualify.

(Code 1988, § 2-236); **State law references:** Qualifying fee, F.S. § 99.092; election assessment, F.S. § 99.093.

**SECTION 2. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or application hereof, is for any reason held invalid, unlawful or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 3. CONFLICTS AND REPEALER.** All ordinances or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 4. AMENDMENT TO CODE.** This Ordinance shall be and become a part of the Code of the City of Brooksville, Florida, to amend and supplement Chapter 30 "Elections" as directed herein.

**SECTION 5. CODIFICATION.** It is the intention of the City Council of the City of Brooksville that the provisions of this

Ordinance shall become and be made part of the Code of Ordinances of the City of Brooksville, Florida and the word "ordinance," or similar words may be changed to "section," "article," or other appropriate word or phrase and the sections of the ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 2, 3, 4, and 5 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

**APPROVED** on **FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2009.

**NOTICE PUBLISHED** on \_\_\_\_ day of \_\_\_\_\_, 2009.

**ADOPTED** on the **SECOND READING AFTER DUE PUBLIC NOTICE AND HEARING, CITY OF BROOKSVILLE** this \_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF BROOKSVILLE**

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

**ATTEST:** \_\_\_\_\_  
City Clerk

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

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

**VOTE OF COUNCIL:**

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

## T. Jennene Norman-Vacha

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**From:** Steve Baumgartner  
**Sent:** Thursday, August 20, 2009 5:59 PM  
**To:** Mike Walker; T. Jennene Norman-Vacha  
**Cc:** Jim Delach  
**Subject:** RE: Scanned from MFP-06942424 08/20/2009 13:46

Here are some suggestions to throw out:

General Fund could transfer \$13,000 one time to fund it.

We could assign a revenue source to McKethan as you brought up. An easy one would be part of the revenues from the School Board.

We could transfer a set amount to McKethan as we do for Multi-Capital

Also, remember new antenna revenues (future) are likely to go to McKethan per Council discussions

Your numbers are correct; we are transferring \$20,000 out of McKethan for the new First Tee Fund, but that is probably the right thing to do.

Steve Baumgartner, Finance Director,  
201 Howell Avenue, Brooksville, FL 34601 voice 352-540-3888 fax 352-544-5433 [www.cityofbrooksville.us](http://www.cityofbrooksville.us)

-----Original Message-----

**From:** Mike Walker  
**Sent:** Thursday, August 20, 2009 4:11 PM  
**To:** T. Jennene Norman-Vacha; Steve Baumgartner  
**Subject:** FW: Scanned from MFP-06942424 08/20/2009 13:46

Attached is a letter stating that we once again did not secure the funding to re-pave the TVP trail.....with that being said, I did request in the budget to have \$30,000 from the McKethan fund available to have this partially done in the 09/10 year if we did not receive this funding, the project has received a bid of \$43,125 to complete all of the trail. It was bid out with the JBCC and GNT, the McKethan fund does not have enough to cover the total cost of the project, nor does the McKethan fund have a revenue source any longer.....it use to receive 100% of park revenue, excluding Quarry revenue, then two years ago it went down to 50%, now 0%.....do we have \$13,000 somewhere to complete the project this year?

I will be out of town next Tuesday night.

Thanks

Mike Walker  
City of Brooksville  
Director, Parks/Facilities and Recreation (352)540-3830 \* (352)544-5496 - Fax [mwalker@cityofbrooksville.us](mailto:mwalker@cityofbrooksville.us)

P Please consider the environment before printing my e-mail.



# Brooksville Fire Department

AGENDA ITEM NO. C

9/25/09  
Budget  
Workshop

**To:** Honorable Mayor and City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager *(Signature)*  
**From:** Timothy Mossgrove, Fire Chief  
**Date:** August 11, 2009  
**Reference:** Preliminary Analysis of Advanced Life Support Program

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## Background/Overview

In November 2008 City Council requested an analysis of implementing an Advanced Life Support (ALS) program within the City of Brooksville. At the time of discussion the question was ask "Why we do not have paramedics on our fire apparatus". Further discussion by council and direction was to do an analysis of our current program and report back. At council's direction action research was conducted to identify the following questions.

- Current funding and status of the ALS program that is currently in place.
- Analysis of implementing Advanced Life Support transport program
- Analysis of implementing Advanced Life Support non-transport program
- Cost of training and retaining personnel to complete the Paramedic program
- Discussion of the options of implementing Advanced Life Support non-transport program in cooperative efforts with Hernando County Fire Rescue

## Budget Impact

The budget impact for this analysis is unknown at this time; a more define impact will be known when an option is selected.

## Staff Recommendation

Staff will proceed with the council's direction on this project.

## Current funding and status of the ALS program currently in place

Currently the ALS program that is in place to serve the City of Brooksville is with signed ordinance 640 consenting to the inclusion of all of the city of Brooksville within a municipal service benefit or taxing unit or other specific geographical area to provide Advanced Life Support. The information contained in the ordinance allows Hernando County to create or identify a municipal service taxing or benefit unit to collect uniform assessments for Advanced Life Support and Transport Services. Currently the methodology used to collect these fees is taking the taxable value and multiplying it with a millage rate. The following chart shows the last five years of funding generated by the tax base in the City of Brooksville using the adopted millage rate for the fiscal years outlined in the chart below.

Figure 1

Fiscal Year	Taxable Value	Mills	Amount
<b>2008 - 2009</b>	\$568,653,310	.5598	\$318,331.95
<b>2007 - 2008</b>	\$543,050,744	.5839	\$317,086.90
<b>2006 - 2007</b>	\$486,674,322	.67	\$326,071.58
<b>2005 - 2006</b>	\$355,254,847	.67	\$238,020.18
<b>2004 - 2005</b>	\$279,807,297	.67	\$187,470.69

The funding shown in figure 1 represents funding generated by the city's tax base to help fund Hernando County Fire Rescue Emergency Medical Service Fund 1651 shown in Figure 1.1

Figure 1.1

HCFR/EMS Fund 1651	FY2006 ACTUAL	FY 2007 ACTUAL	FY 2008 BUDGET	FY 2009 APPROVED
	\$4,920,384	\$ 6,918,342	\$ 7,802,294	\$ 7,890,633
<b>TOTAL - REVENUE</b>	<b>\$4,920,384</b>	<b>\$ 6,918,342</b>	<b>\$ 7,802,294</b>	<b>\$ 7,098,894</b>
<b>EXPENDITURES</b>				
Personnel Services	\$3,450,720	\$ 3,674,580	\$ 4,690,677	\$ 4,835,218
Operating Expenses	\$1,213,697	\$1,722,281	\$1,860,669	\$1,882,693
Capital Outlay	\$1 4,088	\$8 ,985	\$103,100	\$12,000
Debt Service	-	-	-	-
Grants and Aid	\$3,745	\$4,379	\$5,060	\$5,819
Transfers and Reserves	-	-	\$1,142,788	\$1,154,903
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,682,250</b>	<b>\$ 5,410,225</b>	<b>\$ 7,802,294</b>	<b>\$7,890,633</b>
<b>AUTHORIZED PERSONNEL</b>	<b>50.20</b>	<b>49.30</b>	<b>52.35</b>	<b>55.44</b>

## **Analysis of implementing Advanced Life Support Transport program**

Implementing an advanced life support transport program involves the transportation of patients to a medical / treatment facility. There are a number of processes / steps in order to have such a service. The following information is provided to give an analysis of what it would cost and procedure along with the approval process.

### *Application Process*

*\$1,375*

- Approval of Certificate of Public Convenience and Necessity (COPCN) from Hernando County Board of County Commissioners per F.S. 401.25 2d.
- Advanced Life Support Application: F.S 401.34 outlines the application process that would need to be submitted and renewed biennially at a cost of \$1,375.00.
- Provide insurance information per F.S. 401.25 2c
- Drivers must meet the requirements of F.S. 401.281 whereas employees who drive transport units meet the requirements of not being convicted of reckless driving or driving under the influence in the last three years. Brooksville Fire Department already follows these practices because we drive county rescues in the event we are needed to do so.

### *Purchasing and inspection of transport vehicle*

*\$170,000*

The Brooksville Fire Department does not currently have a rescue unit to transport patients to a medical facility and would require the purchase of transport unit with an average cost of \$170,000 in today's market. There are options to purchase used vehicles at a reduced cost but it should be cautioned in the emergency service of purchasing a used or pre owned transport unit as a first response unit because of the unknown prior history and care a pervious agency may have had with it.

After purchasing the transport vehicle the State of Florida will require the vehicle to be inspected to the state standards required for emergency response vehicles.

- Inspection and permitting of response transport vehicles costing \$50.00 for each vehicle designated to be used for advanced life support.

### *Equipment carried on transport unit*

*\$40,000*

There are numerous pieces of medical equipment and medication that is carried on a transport unit; the following table outlines those minimum requirements per state standards.

**TABLE II  
GROUND VEHICLE ALS EQUIPMENT AND MEDICATIONS**

<b>MEDICATION</b>	<b>WT/VOL</b>
1. Atropine Sulfate.	
2. Dextrose, 50 percent.	
3. Epinephrine HCL.	1:1,000
4. Epinephrine HCL.	1:10,000
5. Ventricular dysrhythmic.	
6. Benzodiazepine sedative/anticonvulsant.	
7. Naloxone (Narcan).	
8. Nitroglycerin.	0.4 mg.
9. Inhalant beta adrenergic agent with nebulizer apparatus, as approved by the medical director.	
<b>I.V. SOLUTIONS</b>	
1. Lactated Ringers or Normal Saline.	
<b>EQUIPMENT</b>	
(a) Laryngoscope handle with batteries.	
(b) Laryngoscope blades; adult, child and infant sizes.	
(c) Pediatric I.V. arm board or splint appropriate for I.V. stabilization.	
(d) Disposable endotracheal tubes; adult, child and infant sizes. Those below 5.5 shall be uncuffed. 2.5 mm - 5.0 mm uncuffed; 5.5 mm - 7.0 mm; 7.5 mm - 9.0 mm).	
(e) Endotracheal tube stylets pediatric and adult.	
(f) Magill forceps, pediatric and adult sizes.	
(g) Device for intratracheal meconium suctioning in newborns.	
(h) Tourniquets.	
(i) I.V. cannulae 14 thru 24 gauge.	
(j) Micro drip sets.	
(k) Macro drip sets.	
(l) I.V. pressure infuser.	
(m) Needles 18 thru 25 gauge.	
(n) Intraosseous needles and three way stop cocks.	
(o) Syringes, from 1 ml. to 20 ml.	
(p) D.C. battery powered portable monitor with defibrillation and pacing capabilities, ECG printout and spare battery. The unit shall be capable of delivering pediatric defibrillation (energy below 25 watts/sec and appropriate equipment).	
(q) Monitoring electrodes for adults and pediatrics.	
(r) Pacing electrodes. Pediatric and Adult.	
(s) Glucometer.	
(t) Approved sharps container per Chapter 64E-16, F.A.C.	
(u) Flexible suction catheters.	
(v) Electronic waveform capnography capable of real-time monitoring and printing record of the intubated Patient (effective 01/01/2008).	
<b>Cost</b>	<b>\$40,000</b>

*Technology*

*\$22,500*

Transitioning into the ALS program does come with having to upgrade software programs for completing medical reports. Currently the department is basic life support (BLS) first response and, we input the information into our reporting system in the medical section of the National Incident Reporting System (NIFRS).

With an ALS program would bring technology further out into the field to the patient for capturing on scene data to complete the medical report by using a “Tough Book”. A tough book is essentially a laptop build to withstand the conditions of the elements emergency response personnel face when treating a patient in the public. The cost for this type of technology is as follows:

<b>Tough Book</b>	<b>\$ 3,500.00</b>
<b>Software</b>	<b>\$ 4,000.00</b>
<b>Administrative setup and support</b>	<b>\$15,000.00</b>

*Hiring of additional personnel (7)*

*\$360,000*

The department will need to hire 6 additional firefighter/paramedics to staff the transport unit. At this time the fire department has one firefighter who has completed the paramedic program but has not been through the orientation / preceptor program.

The addition of EMS chief to oversee the ALS program and quality and assurance to ensure the program is staying current and meeting the state standards along with state and local protocols. There would also need to be a contractual agreement with a billing agency to handle the billing process for this service.

At the time of this report the actual cost for the hiring of additional personnel cannot be determined until such a time they would be hired therefore the cost shown are in today's cost with pay and benefits average (\$50,000 per firefighter/medic)(\$60,000 EMS Chief). Billing agencies are typically contracted on a percentage basis or administrative fee.

## **Analysis of implementing Advanced Life Support First response non-transport program**

Implementing an advanced life support first response non-transport program involves a number of processes in order that mirrors an ALS transport program through the application and permitting process. The following information is provided to give an analysis of what it would cost and procedure along with the approval process for a non-transport ALS program.

### *Application Process*

**\$1,375**

- Approval would not be needed for a Certificate of Public Convenience and Necessity (COPCN) from Hernando County Board of County Commissioners per F.S. 401.25 2d
- Advanced Life Support Application: F.S 401.34 outlines the application process that would need to be submitted and renewed biennially at a cost of \$1,375.00.
- Provide insurance information per F.S. 401.25 2c
- Drivers must meet the requirements of F.S. 401.281 whereas employees who drive transport units meet the requirements of not being convicted of reckless driving or driving under the influence in the last three years. Brooksville Fire Department already follows these practices because we drive county rescues in the event we are needed to do so.
- Purchase of transport unit would not be needed as going through the permitting process and inspection would be of the current emergency response vehicles we have.

### *Inspection and permitting of first response vehicles*

**\$150**

Inspection and permitting of response vehicles would cost \$50.00 for each vehicle. Those vehicles that would be inspected and permitted are Tower 61, Engine 61 and Squad 61 with a total cost of \$150.00. The reasoning for permitting of three vehicles is if one of the vehicles goes out of service for a reason you have another vehicle that has been through the permitting process and approved by the State of Florida. The second reason is if you have more than one paramedic working at a time you have the ability to have two ALS units in service.

### *Equipment carried on non-transport units*

**\$20,000**

Advanced life support non-transport vehicles, staffed pursuant to paragraph 64J-1.003(6) (c), F.A.C., are not required to carry the equipment and supplies identified in Table II. Such vehicles when personnel are providing advanced life support treatment or care, or when responding to calls in an ALS capacity shall at a minimum carry portable oxygen, defibrillation equipment, airway management supplies and equipment, and medications and fluids authorized by the medical director of the licensed service.

Under our current medical protocols all of the current ALS non-transport units meet this requirement.

*Technology*

*\$22,500*

<b>Tough Book</b>	<b>\$ 3,500.00</b>
<b>Software</b>	<b>\$ 4,000.00</b>
<b>Administrative setup and support</b>	<b>\$15,000.00</b>

*Hiring of additional personnel (1)*

*\$60,000*

The addition of an EMS chief to oversee the ALS program and quality assurance to ensure the program is staying current and meeting the state standards along with state and local protocols. There would also need to be a contractual agreement with a billing agency to handle the billing process for this service.

### **Cost of training and retaining personnel to complete the Paramedic program**

*Training*

Training personnel to become certified as paramedics would involve a process of either having a current paramedic program that would allow the city to expend public monies to train employees to become paramedics. If the city does not have a current paramedic program and wishes to implement a higher level of medical service to the community there are grants available from the State of Florida to do so. A grant program under F.S. 401.113 2b allows for 75 / 25 matching funds to be used to carry forward this process.

At the time of this report the current average cost of training an employee to become certified as a paramedic is \$5,000.00. This cost includes tuition, books and lab fees.

*Retaining Personnel*

One of the biggest challenges emergency services face is the constant demand for retaining of certified paramedics to keep their ALS program moving forward. A popular practice is the adjustment of pay for completing and currently practicing as a paramedic within an agency.

Surrounding departments offer a variety of incentives in their attempts to keep paramedics. A survey of the surrounding departments found Hernando County Fire Rescue adjusts the salary of a practicing paramedic \$7,000.00 when they complete all the required training and orientation to fully practice as a paramedic. City personnel who complete the paramedic program and practice in the field using their certification would be entitled to this same adjustment. The City of Zephyrhills offers a similar plan for wage adjustment as well. Spring Hill Fire Rescue offers a pay adjustment at the end of their program for practicing paramedics.

## Options in a cooperative effort with Hernando County Fire Rescue

As a part of this analysis options were also explored of different approaches of implementing an advanced life support program with a minimum financial impact to the city. There are throughout the State of Florida different departments who approach advanced life support in this manner of working together.

Discussions with Hernando County Fire Rescue on this option have been positive and have resulted in research being done to put an ALS program in place in the Brooksville Fire Department. With the aforementioned information contained in this analysis as it relates to the cost of the ALS program can be significantly reduced if an interlocal agreement could be reached between the two agencies. The following information would provide a cost impact of a cooperative approach of putting paramedics on city emergency response apparatus.

*COPCN* \$0

A COPCN would not be needed as we could come under the current COPCN of Hernando County Fire Rescue eliminating the process of applying for our own for non transport or getting permission / authorization to operate under our own.

*Application Process* \$0

A cooperative effort / agreement would alleviate the application process as we would work under the opuses of the county's ALS program.

*Inspection of vehicles* \$150

City of Brooksville would incur the cost of having Tower 61, Engine 61 and Squad 61 inspected and permitted to use as a first response vehicle.

*Equipment carried on non-transport units* \$0

Under an agreement the cost of ALS equipment would be provided by Hernando County Fire Rescue whereas they would supply the Monitor, Respiratory equipment and the medical equipment to comply with local medical protocols.

*Technology* \$7,500

Under a cooperative effort the cost for technology would be to only purchase the tough book and software / Licensing. The administrative cost would be eliminated as we would be an extension of the current reporting system already in place with Hernando County.

<b>Tough Book</b>	<b>\$3,500.00</b>
<b>Software</b>	<b>\$4,000.00</b>

*Reporting and Quality Assurance* \$0

Reviewing of the medical reports requires a quality and assurance step before submission to the State of Florida. Currently Hernando County has a full time employee assigned for this

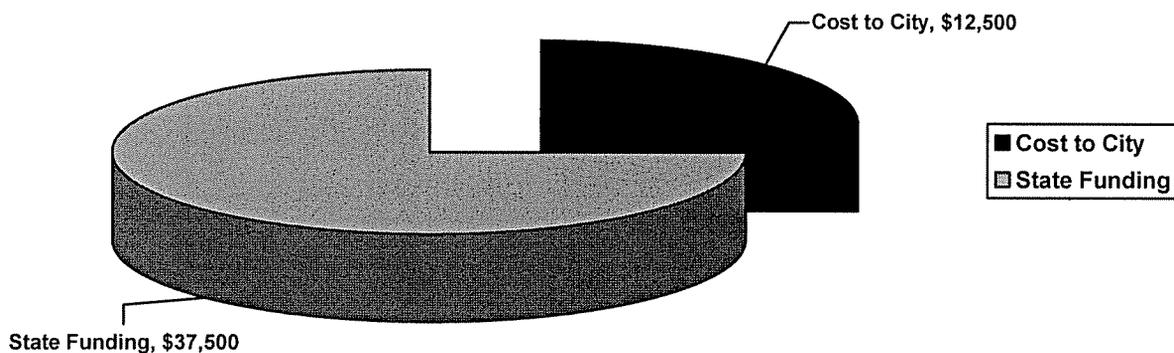
task. Being though an agreement and working together already out in the field they would provide this service at no cost to the city.

## Cost of Training Personnel

### *Training and Retaining Personnel*

Training of personnel would become available with having a paramedic program in place to open up training opportunities of funding to send personnel to school to become certified paramedic. This training cost can also be offset by applying for grant assistance under F.S 401.113 2b. Currently we have interdepartmental training with both departments, therefore the required continuing educational units needed for Emergency Medical Technician and Paramedic recertification will not have an impact as part of this cost.

The following chart shows the cost of training if ten personnel at a cost of \$5,000 per student to become paramedics if we are successful in receiving a grant for training.



Under cooperative efforts city personnel trained and practicing as a paramedic would be entitled to the same stipend incentive that is currently in place for Hernando County Fire Rescue personnel. They would receive an adjustment of \$7,000 to their current salary funded out of HCFR / EMS fund 1651.

# Cost summary for Equipment and Personnel

