

**Agenda**  
**Town of Indialantic**  
**Regular Meeting of the Town Council**  
**Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903**  
**Wednesday, January 11, 2023, at 7:00 p.m.**

**A. Call to Order:**

Honorable Mark McDermott, Mayor  
Honorable Stu Glass, Deputy Mayor  
Honorable Julie McKnight, Councilmember  
Honorable Doug Wright, Councilmember  
Honorable Loren Strand, Councilmember

1. Presentations: Automated License Plate Reading (Flock Safety)
2. Public Announcements:
  - There are openings on the following boards and committees: Board of Adjustment; Budget and Finance; Civil Service; and the Fifth Avenue Study Committee
  - Town Hall will be closed on Monday, Jan. 16, in observance of Martin Luther King Jr. Day
  - Annual beach parking permits for 2023 are available at Town Hall; bring current vehicle registration and \$40. Residency is not required to purchase.

**B. Consent Agenda:**

1. Approve Council Meeting Minutes 12-7-2022
2. Approve/designate special event Craft Fair (TNT Events, Inc) in Nance Park from 10 a.m. – 5 p.m., Feb. 25-26; authorize park closure
3. Approve Res. 01-2023 Supporting the Florida League of Cities Legislative Platform (Glass)
4. Approve \$7,675.20 firefighter assistance grant for thermal imaging camera

**C. Ordinances and Public Hearings: (None)**

**D. Unfinished Business: (None)**

**E. New Business:**

1. Request for Rectangular Rapid Flashing Beacon (RRFB) at S. Miramar Ave. and Eleventh Ave. (McDermott)
2. Promotion/utilization of the Everbridge Emergency Alert Notification System (Strand)
3. Benchmark email mailing lists (McDermott)
4. Beach Parking Permits for Town Employees (Glass)
5. Regular town council meeting schedule (McDermott)

**F. Public Comments, Non-Agenda Items:**

Persons wishing to address the Town Council on a matter not listed on the agenda may speak at this time. Speakers shall provide their name and address, observe the 3-minute time limit, and speak only after being recognized by the Mayor.

**G. Administrative Reports:**

1. Town Attorney
2. Town Manager

**H. Council Reports:**

**I. Adjournment:**

**Notice:** Pursuant to Section 286.0105, Florida Statutes, the Town hereby advises the public that if a person decides to appeal any decision made by this board, agency, or council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Town for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

**Americans with Disabilities Act:** Persons planning to attend the meeting who need special assistance must notify the office of the town clerk at 321-723-2242 no later than 48 hours prior to the meeting.

**Meeting Minutes**  
**Town of Indialantic**  
**Regular Meeting of the Town Council**  
**Council Chamber, 216 Fifth Avenue, Indialantic, FL 32903**  
**Wednesday, December 7, 2022 at 7:00 p.m.**

**A. Call to Order:**

A regular meeting of the Indialantic Town Council was called to order at 7:00 p.m. with the following members present:

Honorable Dave Berkman, Mayor  
Honorable Stu Glass, Deputy Mayor  
Honorable Simon Kemp, Councilmember  
Honorable Julie McKnight, Councilmember  
Honorable Doug Wright, Councilmember  
Honorable Mark McDermott, Mayor-elect  
Honorable Loren Strand, Councilmember-elect

Also present:

Michael Casey, Town Manager  
Paul Gougelman, Town Attorney  
Rebekah Raddon, Town Clerk  
Sgt. Adam Nigh, Police Dept.  
Sgt. Tim Weber, Police Dept.  
Sgt. Scott Holstine, Police Dept.

1. Mayor Berkman led the Pledge of Allegiance.
2. Presentations and proclamations:
  - a) Deputy Mayor Glass presented plaques to Mayor Berkman and Councilmember Kemp for their years of service to the Town.
3. The following members were sworn in by Town Attorney Gougelman:

Mark McDermott, Mayor  
Loren Strand, Council Seat #4  
Stu Glass, Council Seat #2

The meeting reconvened with the following members seated at the dais:

Honorable Mark McDermott, Mayor  
Honorable Stu Glass, Councilmember  
Honorable Julie McKnight, Councilmember  
Honorable Doug Wright, Councilmember

Honorable Loren Strand, Councilmember

4. Election of Deputy Mayor:

Motion by Councilmember Wright, seconded by Councilmember McKnight, to nominate Councilmember Glass to serve as Deputy Mayor [for a term of one year]. Councilmember Glass accepted the nomination.

Motion carried unanimously, 5-0.

5. Mayor's Nominations:

a) Space Coast League of Cities Voting Delegate and Alternate

Motion by Councilmember Strand, seconded by Mayor McDermott, and vote unanimous to appoint Deputy Mayor Glass to serve as voting delegate. Motion carried 5-0.

Motion by Deputy Mayor Glass, seconded by Mayor McDermott, and vote unanimous to appoint Councilmember Strand as alternate vote delegate. Motion carried 5-0.

b) South Beaches Coalition Representative and Alternate

Motion by Mayor McDermott, seconded by Deputy Mayor Glass, and vote unanimous to appoint Councilmember McKnight as representative. Motion carried 5-0.

Motion by Councilmember McKnight, seconded by seconded by Councilmember Strand, and vote unanimous to appoint Councilmember Wright as alternate. Motion carried 5-0.

6. Mayor McDermott read the following Public Announcements:

The annual Tree Lighting Ceremony will be held on Thursday, Dec. 8 at Nance Park at 7 p.m.; come early to enjoy the festivities and ornament decorating at 6 p.m.

There are openings on the following boards and committees: Board of Adjustment, Budget and Finance, Civil Service, General Employees' Pension Board, and the Fifth Avenue Study Committee\*

Town Hall will be closed for the holidays on the following dates: Dec. 23, 2022, Dec. 26, 2022 and Jan. 2, 2023

**B. Consent Agenda:**

1. Approve the November 16, 2022 Town Council Meeting Minutes
2. Adopt Resolution 14 -2022 designating personnel authorized to sign checks
3. Adopt Resolution 15 -2022 Budget Amendment Fiscal Year 21-22
4. Accept the Driver & Vehicle Information Database (DAVID) audit report
5. Approve the following Appointments/Reappointments:
  - a) Heritage Committee – Appoint Dory Fredrickson
  - b) Pension Board of Trustees, General Employees – Appoint Simon Kemp

6. Approve parking agreement with Bizzarro's Famous New York Pizza
7. Approve parking agreement with Indialantic Acai LLC (Café Surfinista)

Town Attorney Gougelman asked for items 6 and 7 to be removed from the Consent Agenda for discussion.

Motion by Councilmember Wright, seconded by Councilmember McKnight, and vote unanimous to approve Consent Agenda items 1-5 and pull items 6-7 for discussion. Motion carried 5-0.

Town Attorney Gougelman asked to add a new recital to both parking agreements, due to a recent court case regarding property rights for vendors. Mr. Gougelman spoke briefly regarding the case and advised that the recital will protect the Town. The recital is as follows:

*WHEREAS, the Licensee agrees that this Agreement and the periodic renewal of this Agreement shall not create a constitutionally or legally protected "property" interest in the Licensee's favor. Accord Williams v. City of Detroit, Case No. 22-1344, \_ F.3d\_\_ (6<sup>th</sup> Cir. Dec. 2, 2022).*

Motion by Councilmember Wright, seconded by Deputy Mayor Glass, and vote unanimous to approve items 6 and 7 as amended. Motion carried 5-0.

### **C. Ordinances and Public Hearings:**

1. Ordinance 2022-11 Second Reading/Final Public Hearing, Relating to Low Speed Vehicles:

AN ORDINANCE OF THE TOWN OF INDIALANTIC, BREVARD COUNTY, FLORIDA, RELATING TO TRAFFIC REGULATIONS; MAKING FINDINGS; CREATING SECTIONS 32-90 AND 32-100, TOWN CODE OF ORDINANCES, RELATING TO INTENT AND RECIPROCITY; AMENDING SECTION 32-91, TOWN CODE OF ORDINANCES RELATING TO DEFINITIONS; PROVIDING FOR SEVERABILITY/INTERPRETATION; AND PROVIDING AN EFFECTIVE DATE.

Mr. Gougelman read the ordinance by title.

There were no public comments.

Motion by Deputy Mayor Glass, seconded by Councilmember Strand, and vote unanimous to adopt Ordinance No. 2022-11 on second reading. Motion carried 5-0.

### **D. Unfinished Business:**

1. Authorize town manager to sign release and remit payment for 432 Melbourne Avenue right-of-way sod and fill:

Several councilmembers spoke in support of this item.

Motion by Councilmember McKnight, seconded by Councilmember Wright, and vote unanimous to authorize the town manager to sign the release and remit payment to the owner of 432 Melbourne Avenue to replace sod and fill in the right-of-way. Motion carried 5-0.

## 2. Legislative Priorities

Deputy Mayor Glass spoke regarding the legislative priorities the town adopted at last month's meeting and advised they could be presented to Representative Altman's office to be shared with the Brevard legislative delegation. Deputy Mayor Glass provided the council with a copy of the 2023 Florida League of Cities legislative action agenda.

### **E. New Business:**

1. Authorize building permit fee waiver for Hurricane Ian and Hurricane Nicole repairs:

Motion by Deputy Mayor Glass, seconded by Councilmember Wright to authorize a building permit fee waiver for Hurricane Ian and Hurricane Nicole repairs.

Town Manager Casey answered councilmembers' questions, noting that the Town has waived building permit fees in the past to reduce the financial burden of hurricane-induced property damage. The waiver will expire Feb. 28, 2023.

Lisa Packard, 441 Wayne Avenue, inquired about the number of anticipated permits and how much revenue would be lost.

Motion carried unanimously, 5-0.

### **F. Public Comments, Non-Agenda Items:**

Brett Miller, 220 Cocoa Avenue, congratulated the new councilmembers and shared information for the holiday golf cart parade.

Lisa Packard, 441 Wayne Avenue, inquired and received information regarding the parking agreements. She also inquired about how fees which get waived are tracked by the town. She offered congratulations all around.

### **G. Administrative Reports:**

1. Town Attorney – none.
2. Town Manager – A brief update regarding the FDOT approval for the median landscaping was provided.

### **H. Council Reports:**

Mayor McDermott would like his salary donated to public works for Nance Park maintenance. He advised the council that he got a phone call from someone wishing to donate a large sum of money to the town and have a park named after her mother.

Lengthy discussion ensued regarding the potential donation and re-naming of a park or facility. In summary, the council expressed interest but has concerns regarding the possibility that the donor and town won't be able to agree on a suitable park/facility to be named/renamed, and the money would need to be returned in that case.

From the audience, Lisa Packard (441 Wayne Ave.), Dave Berkman (225 Eighth Ave.) Brett Miller (220 Cocoa Ave), Mike Hill (100 Ormond Drive) and Dick Dunn (330 Tampa Ave.) offered input and advice on the topic. Further lengthy discussion ensued.

Motion by Councilmember Wright, seconded by Councilmember McKnight to authorize the town manager to have discussion with the donor and draft a letter expressing the town's interest and appreciation, and providing reasonable parameters, expectations, and the option to revoke the offer if necessary.

The motion carried unanimously, 5-0.

Councilmember Wright welcomed the new members and looks forward to serving alongside everyone.

Councilmember Strand expressed his sincere appreciation for the opportunity to serve and thanked those that came before him, and the volunteers who generously donate their time to the Town. He advised that he would like half his salary donated back to the town budget and half to the Candlelighters of Brevard, Inc. He wished everyone a happy holiday and prosperous new year.

Councilmember Glass spoke regarding the sheriff's reverse Christmas parade toy drive; he asked Sgt. Weber to convey the message to the county that the town enjoyed it and hopes it will continue in the future.

**I. Adjournment:**

There being no further discussion, the meeting was adjourned at 8:08 p.m.

\_\_\_\_\_  
Mark McDermott, Mayor

Attested by:

\_\_\_\_\_  
Rebekah Raddon, CMC, Town Clerk

**SUBJECT: Special Event – TNT Events, Inc. Art/Crafts Fair**

**Staff Report – Town of Indialantic**

**Meeting Date: Jan. 11, 2023**

**Summary:**

TNT Events, Inc., is requesting council's approval to hold an Art/Crafts Fair at Nance Park on Saturday and Sunday, Feb. 25 – Feb. 26, from 10am – 5 pm. The vendor estimates 50 arts/crafts tables and several food/beverage vendors. Nance Park would be closed to vehicle traffic and the event organizer will pay the parking fees in accordance with the town's policy.

**Recommendation:** Approve/designate special event TNT Events, Inc Art/Crafts Fair

**MOTION:** Approve/designate special event TNT Events, Inc Art/Crafts Fair and authorize use of Nance Park

Submitted by:

Approved for agenda:

*Rebekah Raddon*

\_\_\_\_\_  
Rebekah Raddon  
Town Clerk

\_\_\_\_\_  
Michael L. Casey  
Town Manager

# SPECIAL EVENT REQUEST

Forty-five (45) days prior to the scheduled event

Review Town Code of Ordinances Sec. 8-7 and/or  
Sec. 28-4 at [www.indialantic.com](http://www.indialantic.com)

*Complete all portions of this application fully and accurately, or your processing may be delayed. All requested information must be complete.*

APPLICANT AND EVENT HOLDER OR SPONSOR TNT Events INC Danny Ballini

EVENT ADDRESS James H Nance Park 201 N. Miramar Ave Indialantic FL

CONTACT NUMBER 321-652-1692

EVENT LOCATION (i.e. east side of building, etc.) Parking Lot

EVENT DATE START Feb 15, 2023 END Feb 26, 2023

TIME OF EVENT START 10 am END 5 pm

PURPOSE/TYPE OF REQUEST (Special event, grand opening, store anniversary, etc.)  
Ball Park

TYPE OF MERCHANDISE DISPLAYED/SET-UP (include a separate sheet of paper with a diagram of dimensions indicating where the items will be displayed/set-up)

(Private Property = Insurance and Letterhead not needed)

PAPERWORK NEEDED BEFORE PROCESS WILL BEGIN:

1. Additional Insured- Designated Person Or Organization
2. Certificate of Liability Insurance
3. Common Policy Declarations (ie Declarations Page)
4. Provide letter on Company/Sponsor/Organization letterhead: "indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any special event".
5. The applicant and event holder or sponsor agrees that the event **will not utilize any single-use plastic or polystyrene products** at the event and understand that it is the responsibility of the event applicant, sponsor or event holder to ensure no single-use plastic or polystyrene products are used. Failure to comply may result in an immediate cancellation of the special event permit by the Town Manager, or said Manager's designee. (Resolution 07-2020, effective 08-01-2020)

**Town of Indialantic  
216 Fifth Avenue  
Indialantic, FL 32903**

  
INITIALS

Sec. 8-7. Special events.

(b) A special events sponsor is liable for and shall in writing indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any special event. Prior to engaging in a special event, the sponsor shall present to the Town a copy of a liability insurance policy in the amount of at least \$200,000 per person/\$300,000 per occurrence insuring the sponsor and the town, as an additional insured. The policy, paid for by the sponsor, shall be written by a company authorized to write insurance within the State of Florida and shall be rated as a standard company rated at A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town

Town of Indialantic, 216 Fifth Avenue, Indialantic, Florida 32903  
321-723-2242 Office 321-984-3867 Fax

manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation.  
(Code 1993, § 5-8; Ord. No. 13-02, § 1, 11-20-2012)

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Sec. 28-4. Display of goods.

(c) Special events, grand openings and store anniversaries. In the R-P, C, C-1, C-2, and SC zoning districts, the town manager is hereby authorized to issue special permits for sidewalk sales, if the application meets all of the following standards:

(2) If the town permits a sidewalk sale or special event to occur such that any part of it is within the public right-of-way or on public property all vendors are liable for and shall in writing indemnify and hold harmless the town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any sale or special event. Prior to engaging in a sidewalk sale, the vendor shall present to the town a copy of a liability insurance policy in the amount of at least \$200,000.00 per person/\$300,000.00 per occurrence insuring the vendor and the town, as an additional insured. The policy, paid for by the vendor, shall be written by a company authorized to write insurance within the state and shall be rated as a standard company rated as A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation;

(Code 1962, § 24-3; Code 1993, § 13-3; Ord. No. 83-335, § 1, 8-16-1983; Ord. No. 94-7, § 1, 1-18-1994; Ord. No. 94-13, § 1, 6-21-1994; Ord. No. 02-16, § 1, 7-16-2002; Ord. No. 02-20, § 1, 9-17-2002; Ord. No. 03-10, § 1, 8-19-2003; Ord. No. 05-06, § 1, 12-16-2004; Ord. No. 06-02, § 1, 11-16-2005; Ord. No. 06-09, § 1, 6-20-2006; Ord. No. 07-02, § 1, 11-21-2006; Ord. No. 09-13, § 1, 7-21-2009; Ord. No. 12-08, §§ 1, 2, 5-9-2012)

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Sec. 28-4. Display of goods.

(b) Sidewalk sales generally authorized. In the R-P, C, C-1, C-2, and SC zoning districts, a general permit for sidewalk sales is hereby authorized and issued for sidewalk sales meeting the following standards:

(2) If the town permits a sidewalk sale or special event to occur such that any part of it is within the public right-of-way or on public property all vendors are liable for and shall in writing indemnify and hold harmless the town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any sidewalk sale. Prior to engaging in a sidewalk sale, the vendor shall present to the town a copy of a liability insurance policy in the amount of at least \$200,000.00 per person/\$300,000.00 per occurrence insuring the vendor and the town as an additional insured. The policy, paid for by the vendor, shall be written by a company authorized to write insurance within the state and shall be rated as a standard company rated at A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town manager. The policy shall be non-cancelable without at least ten days written notice to the town prior to cancellation.

(Code 1962, 24-3; Ord. No. 83-335, 1, 8-16-83; Ord. 94-7, 1, 1-18-94; Ord. 94-13, 1, 6-21-94; Ord. No. 02-16, 1, 7-16-02; Ord. No. 02-20, 1, 9-17-02; Ord. No. 03-10, 1, 8-19-03; Ord. No. 05-06, 1, 12-16-04; Ord. 06-02, 1, 11-16-05; Ord. 06-09, 1, 6-20-06; Ord. 07-02, 1, 11-21-06; Ord. 09-13, 1, 7-21-09; Ord. 12-08, 1-2, 5-9-12)

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Sec. 28-4. Display of goods.

(c) Special events, grand openings and store anniversaries. In the R-P, C, C-1, C-2, and SC zoning districts, the town manager is hereby authorized to issue special permits for sidewalk sales, if the application meets all of the following standards:

(1) No sidewalk sale immediately adjacent to the public right-of-way shall be completely blocked nor shall the flow of pedestrian traffic on any sidewalk be blocked by merchandise, dress carts, tables, displays, signs or any other form of support used in a sale or special event;

Town of Indialantic, 216 Fifth Avenue, Indialantic, Florida 32903  
321-723-2242 Office 321-984-3867 Fax

Applicant's signature acknowledges and agrees to abide to the rules and regulations set forth by the Town of Indialantic, The County of Brevard and the State of Florida, regarding Special Events within the Town of Indialantic, to include those aforementioned.

*[Handwritten Signature]*

Signature of Applicant

*Daniel R Gallini*

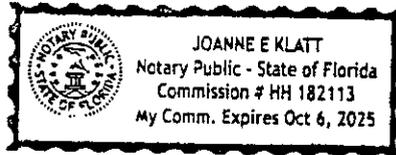
Printed Name of Applicant

State of Florida

Brevard County

The foregoing Special Event Request was acknowledge before me by means of:  physical presence or  online notarization, this 23rd day of December, 2022, by Daniel R. Gallini (owner).

Notary Seal:



*Joanne E. Klatt*

(Signature of Notary Public – State of Florida)

Personally Known \_\_\_\_\_ OR Produced Identification: FLA1

FOR OFFICE USE ONLY

Permit for this event is APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

With the following reasons: \_\_\_\_\_

Code Enforcement Officer/ Building Official \_\_\_\_\_

Fire Chief \_\_\_\_\_

Public Works Director \_\_\_\_\_

Town Manager \_\_\_\_\_

Police Chief \_\_\_\_\_

Administrative Assistant

Mailed \_\_\_\_\_ PD/FD \_\_\_\_\_ Filed \_\_\_\_\_



# TNT EVENTS, INC.

PO BOX 410219

MELBOURNE, FL 32941

TNT Events, Inc. shall defend, indemnify and hold harmless the Town of Indialantic and of the Town of Indialantic's officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of TNT Events, Inc., its officers, agents or employees in performance or non-performance of its obligations under this Agreement/Application. TNT Events, Inc. recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Town of Indialantic when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Town of Indialantic in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement/Application. Compliance with any insurance requirements required elsewhere within this Agreement/Application shall not relieve TNT Events, Inc. of its liability and obligation to defend, hold harmless and indemnify the Town of Indialantic as set forth in this article of the Agreement/Application. Nothing herein shall be construed to extend the Town of Indialantic's liability beyond that provided in section 768.28 Florida Statutes.

Signed:  TNT EVENTS Date: Dec 23, 2023  
Daniel R Gallini

## TNT EVENTS, INC.

P.O. Box 410219

Melbourne, FL 32941

321 652-1692

We professionally manage high quality Arts and Crafts Shows in Florida. We have a large database of Exhibitors that is growing every day. Our shows always have a good mix of local and national artists.

We also have food and drink vendors that sell non-alcoholic beverages such as lemonade and soda.

Sometimes we have easy-going acoustic musicians who contribute to the festival vibe.

Many times, we invite local nonprofit organizations to participate in our festivals, such as the Police, Fire Department, schools, or Animal Shelters. We provide free booth space for them.

We work hard with an aggressive advertising program and professional exhibitors to produce smooth-running, successful events from start to finish. We currently hold events at:

St Augustine Pier                      3 x year

Flagler Beach Veterans Park        3 x year

Holmes Beach City Park            2 x year

We have lived in Brevard County for 22 years and have sold and managed Arts and Crafts shows for over 10 years.

Thank you for your consideration,

June and Danny Gallini,

TNT Events, Inc.

TNT  
Events  
INC

P.O. Box 410219  
Melbourne FL  
32941



James  
Park  
Dogs all

ARTS & CRAFTS

Wave Crest Ave

Food

ARTS

Wave Crest Ave

Vegetables

4th Ave

HWY 1A

N Miramar Ave

The Original  
Famous New  
Pizza • \$

## **Resolution 01-2023**

### **SUPPORTING THE 2023 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM**

A RESOLUTION OF THE TOWN OF INDIALANTIC, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2023 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM.

WHEREAS, the Florida Legislature will convene the 2023 Legislative Session on March 7, 2023; and

WHEREAS, the membership of the Florida League of Cities adopted the 2023 FLC Legislative Platform during the FLC Legislative Conference on December 2, 2022; and

WHEREAS, the Town of Indialantic supports the 2023 FLC Legislative Platform, which includes:

Supporting the preservation of municipal authority to manage municipal revenue sources and realize a reasonable rate of return on their proprietary assets, investments, and services.

Supporting legislation that defines and clarifies mobility plans in order to provide a clear and concise regulatory framework for Florida cities to acquire, construct and implement both traditional and alternative modes of transportation.

Supporting legislation that restores authority to local governments for the regulation of short-term rental properties as necessary for quality of life, public safety and the creation of fair lodging standards. Supporting legislation clarifying that existing, grandfathered municipal short-term rental ordinances can be amended without penalty. Opposing legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

Supporting legislation that requires all money from the Sadowski State and Local Housing Trust Fund be used only for Florida's affordable housing programs that are targeted to meet the needs of workforce housing, including home ownership and rental availability.

Supporting legislation establishing a statewide coordinated planning and prioritization approach for water resource investments that funds Florida's current and projected water needs in an equitable manner and authorizing Comprehensive Watershed Management projects to qualify for funding under the state Water Protection and Sustainability Trust Fund.

WHEREAS, the Town of Indialantic also supports the FLC policy positions relating to:

- Property Tax Protection
- Residential Zoning
- Transportation Funding
- Water and Wastewater Plant Operator Licensure

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF INDIALANTIC:

Section 1. The Town of Indialantic will work with our local legislative delegation in support of these and other issues affecting Florida's cities, towns and villages during the upcoming 2023 Legislative Session.

Section 2. A copy of this resolution shall be provided to members of our local legislative delegation and the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Town Council of the Town of Indialantic, Brevard County, FL, this 11<sup>th</sup> day of January, 2023.

TOWN OF INDIALANTIC

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Mark McDermott, Mayor

Attest:

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Rebekah Raddon, CMC, Town Clerk

**SUBJECT: Firefighter Assistance Grant**

**Staff Report – Town of Indialantic**

**Meeting Date: January 11, 2023**

**Summary:**

Council is being requested to approve an agreement with the Florida Department of Financial Services enabling the Town to accept grant funds. These funds are being secured under the Firefighter Assistance Grant Program.

The grant for \$7,675.20 was secured by Fire Chief Tom Flamm to obtain a Thermal Image Camera.

**Recommendation:** Approve an agreement with the Florida Department of Financial Services for the Town to obtain \$7,675.20 in Firefighter Assistance Grant Program funds for a Thermal Image Camera.

**MOTION:** Approve an agreement with the Florida Department of Financial Services for the Town to obtain \$7,675.20 in Firefighter Assistance Grant Program funds for a Thermal Image Camera.

Submitted by:

Approved for agenda:

\_\_\_\_\_  
Rebekah Raddon  
Town Clerk

MC  
\_\_\_\_\_  
Michael L. Casey  
Town Manager



**JIMMY PATRONIS**  
CHIEF FINANCIAL OFFICER  
STATE FIRE MARSHAL  
STATE OF FLORIDA

December 20, 2022

RETURN RECEIPT MAIL

Indialantic Fire Rescue  
216 Fourth Av  
Indialantic, FL 32903

Re: Florida Firefighter Assistance Grant Program

Dear Chief Flamm:

On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application submitted under the Fiscal Year 2022/23 Florida Firefighter Assistance Grant Program has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant. The approved project is to purchase one NFPA compliant Thermal Imaging Camera not to exceed a cost of \$7,675.20. There would be no cost to you, unless you exceed the maximum amount of the award.

In order for your department to participate in this grant award, you are required to accept the grant award within 30 calendar days of receipt. Please send your acceptance/denial email to [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com). Additionally, if accepted, the department/fire service provider is required to approve and execute the Agreement and submit a copy of the entire contract document by email to [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com).

As per grant award, the department/fire service provider is required to be in "full" Safety Compliance from the Bureau of Fire Standards and Training. Any outstanding compliance items are to be completed within 90 days of the grant award notification. If not completed, then the grant award will be revoked.

If you have any questions, concerns, or need assistance with regards to this process, please call Charles Frank at 352-369-2830.

Charles Frank

Cc: Mark Harper, Chief

Att.: Grant Agreement

CHARLES FRANK • STATE VOLUNTEER FIRE COORDINATOR  
STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING  
11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2830 • FAX 352-732-1374  
EMAIL • [CHARLES.FRANK@MYFLORIDACFO.COM](mailto:CHARLES.FRANK@MYFLORIDACFO.COM)  
AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

**GRANT AGREEMENT  
BETWEEN  
DEPARTMENT OF FINANCIAL SERVICES  
AND  
TOWN OF INDIALANTIC**

**THIS GRANT AGREEMENT** (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Town of Indialantic (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

**THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:**

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds for the 2022-2023 State fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

**NOW, THEREFORE**, the Department and the Grantee do mutually agree as follows:

**1. Performance Requirements:**

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

**2. Compliance with Laws, Rules, Regulations, and Policies:**

The Grantee shall comply with the applicable state and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

**3. Agreement Duration:**

The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

**4. Payment and Funding Considerations:**

- 4.1. **Funding:** This Agreement is a cost-reimbursement agreement, not to exceed the amount of funds stated in Attachment I, Specific Grant Awards. Such funds shall be paid by the Department in consideration for the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.
- 4.2. **Payment Process:** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 4.3. **Grantee Rights:** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- 4.4. **Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
- 4.5. **Invoicing and Acceptance:** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

**5. Expenditures:**

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at: [referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf](http://referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf) ([myfloridacfo.com](http://myfloridacfo.com))

The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

**6. Governing Laws of the State:**

- 6.1. Governing Law:** The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- 6.2. Ethics:** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.
- 6.3. Employment Eligibility Verification:** N/A
- 6.4. Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 6.5. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

**7. Mandatory Disclosure Requirements:**

- 7.1. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 7.2. Convicted Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has

been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

- 7.3. **Discriminatory Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”
- 7.4. **Continuing Duty of Disclosure of Legal Proceedings:** N/A
- 7.5. **Antitrust Violator Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
- 7.6. **Department Inspection of Records:** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
- 7.7. **Foreign Gifts and Contracts:** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

**8. Funding Requirements of Section 215.971(1), F.S.:**

- 8.1. The Grantee shall perform all tasks contained in the SOW.
- 8.2. Receipt by the Grantee of the Department’s written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee’s compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department

shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

- 8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
  - 8.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
  - 8.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
  - 8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.
9. **Advance Payments:** If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.
10. **Final Invoice:** The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.
11. **Return or Recoupment of Funds:**
- 11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
  - 11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.
12. **Audits and Records:**
- 12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General, or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
  - 12.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
  - 12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.

- 12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, or the period required by the General Records Schedule maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>), whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>).
- 12.5. The Grantee shall include the aforementioned audit and record-keeping requirements in all approved subgrantee agreements and assignments.
- 12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
- 12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
13. **Public Records:** The Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."
14. **Assignments, Subgrants, and Contracts:**
- 14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
- 14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements must be evidenced by

a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

- 14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
  - 14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.
15. **MyFloridaMarketPlace:** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.
16. **Nonexpendable Property:**
- 16.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
  - 16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
  - 16.3. PPE and SCBA property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated

- herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
  - 16.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
  - 16.6. PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.
  - 16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

**17. Disposition of Property:**

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

**18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:**

N/A

**19. Data Security and Information Resource Acquisition: N/A**

**20. Insurance:**

- 20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.
- 20.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

**21. Patents, Copyrights, and Royalties: N/A**

- 22. Intellectual Property Rights:** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.
- 23. Independent Contractor Status:** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.
- 23.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
- 23.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- 23.3.** The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State, nor an agent, servant, or partner of the State as a result of this Agreement.
- 23.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
- 23.5.** The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.
- 23.6.** At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.
- 24. Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- 25. Entire Agreement:** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:
- i. Attachment 1, Specific Grant Awards;
  - ii. Attachment 2, Statement of Work;
  - iii. This Agreement;

- iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1); and
- v. Addendum A, Public Records Requirements.
- vi. Attachment 4, Index of Applicable Laws and Regulations.

**26. Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

**27. Termination:**

**27.1. Termination Due to the Lack of Funds:** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."

**27.2. Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.

**27.3. Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

**28. Dispute Resolution:** Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

**29. Indemnification:**

**29.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that

portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

- 29.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
- 29.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

30. **Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

- 31. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 32. Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 33. Execution in Counterparts:** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

**34. Contact Information for Grantee and Department Contacts:**

**Department's Contract Manager:**

Charles Frank, State Volunteer Fire Coordinator  
 Bureau of Fire Standards and Training  
 Division of State Fire Marshal  
 11655 NW Gainesville Road  
 Ocala, FL 34482  
 Telephone number: (352) 369-2800  
 Firefightergrant@myfloridacfo.com

**Grantee's Payee:**

**Grantee's Contract Manager:**

Name: Jennifer Small	Name: Tom Flamm
Address: 216 Fifth Ave. Indialantic, FL 32903	Address: 216 Fourth Ave. Indialantic, FL 32903
Phone: 321-723-2242	Phone: 321-723-0366
Fax: 321-984-3867	Fax: 321-984-3867
Email: jsmall@indialantic.com	Email: tflamm@indialantic.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

**35. Notices:**

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above, and in the attachments, addenda, and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee:

Department of Financial Services:

Town of Indialantic

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

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

Name: Mike Casey

Name: \_\_\_\_\_

Title: Town Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### **Attachment 1, Specific Grant Awards**

The Department has established a funding award for Grantee in an amount not to exceed \$7,675.20 for the grant period during the 2022-2023 State fiscal year.

Per the Grant Award Letter, Grantee is authorized to expend grant funds for the following:  
To purchase one (1) NFPA Compliant Thermal Imaging Camera and charger.

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

## Attachment 2, Statement of Work

### A. PROGRAM REQUIREMENTS

The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

The Grantee shall only use funds for those items specified in Attachment 1, Specific Grant Awards (Attachment 1). Such items must comply with the requirements of section 633.135, F.S., and Rules 69A-37.501 and .502, F.A.C.

The following definitions apply to the Agreement and its attachments:

- a) **“Combination fire department”** means a fire service provider utilizing a combination of volunteer and career firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- b) **“Volunteer fire department”** means a fire service provider utilizing only volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- c) **“Fire service provider”** means a municipality or county, the state, the Division, or any political subdivision of the state, including authorities and special districts, that employs firefighters or uses volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term includes any organization under contract or other agreement with such entity to provide such services.
- d) **“NFPA”** means the National Fire Protection Association.

### B. SCOPE OF WORK

#### 1. The Grantee’s Responsibilities:

- a. The Grantee shall perform the following tasks:
  - 1) Provide to the Department within thirty (30) calendar days of grant award notification an itemized list of firefighter equipment to be purchased under this Agreement. This itemized list must include an expected cost per item.
  - 2) Provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. The list must provide the names of the students trained, dates the training was conducted, the instructor’s name and certification number, the location of the final practical skills training, and the location of live fire training. Funds to be used to procure the training must be obligated by the ending date of this Agreement.
  - 3) Provide to the Department all documentation supporting the purchase, delivery, and receipt of firefighter equipment identified as part of the grant award within thirty (30) calendar days of receiving such equipment.
  - 4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within thirty (30) calendar days of receiving a Volunteer Firefighter Certificate of Completion.

- 5) Within thirty (30) calendar days after submission of final invoices, the Grantee shall return any unspent funds to the Department.
- b. Performance Requirements for Deliverables:
  - 1) Maintain all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
  - 2) Submit all incident reports to the Florida Fire Incident Reporting System (FFIRS) for 12 months following the effective date of this Agreement.
  - 3) Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
  - 4) Maintain a written Agreement with the fire service provider under which the fire department is operating.

**2. The Department's Responsibilities:**

- a. Provide the online Firefighter 1 training program, delivered by the Bureau of Fire Standards and Training, needed to achieve Volunteer Firefighter Certificate of Completion.
- b. Provide reimbursement of pre-approved instructional costs incurred by the Grantee to complete practical skill training.
- c. Conduct all verification activities associated with the Grantee's payment for, and receipt of, firefighter equipment and training identified as part of the grant award.
- d. Verify and collect any unspent funds from Grantee that were not expended in accordance with the grant award and the requirements herein.

**3. Deliverables:**

The Grantee shall perform the following tasks as specified:

<b>Table 1 Deliverables</b>		
<b>Deliverable 1 - Authorized Training</b>		
<b>Tasks</b>	<b>Performance Measures and Due Date</b>	<b>Financial Consequences</b>
As described in Attachment 1.	Proof of payment to the vendor (e.g., copies of canceled checks) for the pre-approved instructor cost must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee).	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to the Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all

		stated terms and conditions for the training.
<b>Deliverable 1 payment amount must not exceed amount stated in Attachment 1.</b>		
<b>Deliverable 2 – Authorized Equipment Purchases</b>		
<b>Tasks</b>	<b>Performance Measures and Due Date</b>	<b>Financial Consequences</b>
As described in Attachment 1	<p>Within thirty (30) calendar days from the effective date of this Agreement, submit to the Department a copy of vendor quotes containing an itemized list of firefighter equipment to be purchased, the cost per item, and an estimated delivery date.</p> <p>Proof of payment to the vendor (e.g., copies of canceled checks) must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee).</p> <p>Within thirty (30) calendar days of receiving firefighter equipment, submit to the Department copies of signed and dated shipping/packaging documents clearly demonstrating the equipment has been received.</p>	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
<b>Deliverable 2 payment amount must not exceed amount stated in Attachment 1.</b>		
<b>TOTAL PAYMENT AMOUNT (must not exceed total grant award stated in Attachment 1)</b>		

**4. Expenditure and Reconciliation Report:**

Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Contract Manager requests documentation from the Grantee's Contract Manager for these purposes, the Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request. See Section C.2. below for further detail regarding the reporting of expenditures.

**C. SPECIAL PROVISIONS**

**1. Demonstration of Performance and Acceptance of Deliverables:**

The deliverables requiring payment will be accepted by the Department's Contract Manager only after the Grantee has provided proof of payment and receipt of the authorized items; deliverables not requiring payment must be evidenced by submittal of the documentation as stated herein. If the Department rejects a deliverable, all costs associated with correction of that deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the deliverable shall be considered to occur when the deliverable has been approved by the Department. The Agreement will be considered complete upon acceptance by the Department of all deliverables required under the Agreement. The Department may independently verify the receipt by Grantee of deliverables beyond the methods described in this Section. The Grantee must provide proof of payment and receipt of the authorized items to be entitled to retain funds provided under the Agreement.

- 2. Payment Amount, Invoice Submittal, and Payment Schedule:** The payment obligation of the Department shall not exceed the amount stated in Attachment 1. The deliverable amount specified in Attachment 1 establishes the maximum reimbursable amount for the authorized item and not the value of the item. The Grantee's entitlement to retain funds is dependent upon the following: the Grantee timely submitted an accurate and acceptable invoice and any other necessary supporting documentation as described in Section B.3., Deliverables; the funds were fully obligated by the Grantee as of June 30<sup>th</sup> of the State's fiscal year in which the grant was awarded and were disbursed by the Department on or before September 30<sup>th</sup> of the same calendar year; and, in accordance with the Agreement Section 8, entitled "Funding Requirements of Section 215.971, F.S.," the amount of allowable costs incurred and expended by Grantee in performance of the requirements of this Agreement.

In addition to the documents identified in Section B.3., Deliverables, the Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

If the Agreement is terminated early, the Department shall only pay for completed and accepted deliverables.

- 3. Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.
- 4. Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section B.3., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in

particular, as specified above in Section B.3., Deliverables, will result in assessment by the Department of the specified financial consequences. This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

5. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.
6. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
  - a. Stop work under the Agreement on the date and to the extent specified in the notice.
  - b. Complete performance of such part of the work as shall not have been terminated by the Department.
  - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
  - d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
7. **Nondiscrimination:** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
8. **Insurance Coverage:** In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.
9. **Limitation of Liability:**
  - a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
  - b. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

*- End of Attachment 2, Statement of Work -*



Department of Financial Services  
*Division of Accounting and Auditing – Bureau of Auditing*

**AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

2. Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
3. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
4. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

**Part III: Other Audit Requirements**

N/A

**Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com)

or

Paper (hard copy):  
Charles Frank  
Bureau of Fire Standards and Training  
Department of Financial Services  
11655 NW Gainesville Road  
Ocala, Florida 34482

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

**Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:  
*N/A*
2. Federal Program B:  
*N/A*

**Compliance Requirements Applicable to the Federal Resources  
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:  
*N/A*
2. Federal Program B:  
*N/A*

**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

1. Federal Program A:  
*N/A*
2. Federal Program B:  
*N/A*

**Subject to Section 215.97, F.S.:**

1. State Project A:  
State Project: Volunteer Firefighter Grant Assistance Program  
State Awarding Agency: State of Florida, Department of Financial Services  
Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006  
Amount: \$1,000,000.00  
*Not to exceed \$1,000,000.00 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2022-2023.*
2. State Project B:  
*N/A*

**Compliance Requirements Applicable to State Resources Awarded  
Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

**Attachment 4**  
**Index of Applicable Laws and Regulations**

**1. Statutory Requirements:**

Chapter 112, F.S. (conflict of interest)  
Chapter 119, F.S. (public records and exceptions to disclosure)  
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)  
Section 216.1366, F.S. (inspection of records)  
Section 286.101, F.S. (foreign gifts and contracts)  
Section 286.25, F.S. (sponsorship)  
Section 287.133, F.S. (convicted vendor list)  
Section 287.134, F.S. (discriminatory vendor list)  
Section 287.137, F.S. (antitrust violator vendor list)  
Americans with Disabilities Act  
Immigration and Nationality Act

**2. Audit Requirements:**

Section 20.055, F.S. (audit investigations)  
Section 215.34, F.S. (return or recoupment of funds)  
Section 215.97, F.S., Florida Single Audit Act  
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

**3. Financial Requirements:**

Section 215.422, F.S. (payments from state funds)  
Section 273.02, F.S. (nonexpendable tangible personal property)  
Section 287.0585, F.S. (payments to subcontractors)  
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)  
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

**DEPARTMENT OF FINANCIAL SERVICES**  
**Public Records Requirements**

**Addendum A**

**1. Public Records Access Requirements.**

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

**2. Public Records Requirements Applicable to All Contractors.**

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

**Addendum A**

**3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

**Telephone: (850) 413-3149**  
**Email: [PublicRecordsRequest@myfloridacfo.com](mailto:PublicRecordsRequest@myfloridacfo.com)**  
**Mailing Address: The Department of Financial Services**  
**Office of Open Government**  
**PL-11, The Capitol**  
**Tallahassee, Florida 32399-0301**

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

**SUBJECT: Rectangular Rapid Flashing Beacons**

**Staff Report – Town of Indialantic**

**Meeting Date: January 11, 2023**

**Summary:**

Mayor McDermott has been approached by a citizen about the possibilities of getting a Rectangular Rapid Flashing Beacon (RFFB) at S. Miramar and Eleventh Ave. Several years ago Council requested RFFBs at other locations on N. Miramar and S. Miramar that are currently installed.

Discussion if Council wants the Town Manager to write a letter and work with FDOT to request a RFFB for that location.

**Recommendation:** Approve the Town Manager to write a letter and work with FDOT to request a RFFB at S. Miramar and Eleventh Ave.

MOTION: Approve the Town Manager to write a letter and work with FDOT to request an RFFB a RFFB at S. Miramar and Eleventh Ave.

Submitted by:

Approved for agenda:

\_\_\_\_\_  
Rebekah Raddon  
Town Clerk

  
\_\_\_\_\_  
Michael L. Casey  
Town Manager

**SUBJECT: Effective Usage of and Promotion of Emergency Alert System to Residents**

**Staff Report – Town of Indialantic**

**Meeting Date: January 11, 2023**

**Summary:**

Councilman Strand has asked for a discussion of effective usage of and promotion of emergency alert system to residents. Attached to this item is a memo prepared by Councilman Strand. I have also attached some information from Deputy Mayor Glass on this subject.

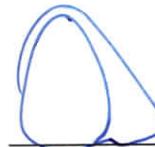
**Recommendation:** Discussion.

MOTION:

Submitted by:

Approved for agenda:

\_\_\_\_\_  
Rebekah Raddon  
Town Clerk



\_\_\_\_\_  
Michael L. Casey  
Town Manager

# Legislation - Effective Usage of and Promotion of Emergency Alert System to Residents

## Background

The town has recently implemented a single-source alert system to deliver important and emergency information to residents using common devices that most people use (mobile phones).

Examples of important emergency information include, but are not limited to: electrical outages, water/sewer breaks, severe weather, evacuations, police and fire events, school-related messages, boil water alerts, yard and waste pickup issues, after storm yard debris pickups, and road closures and detours.

Over the years, posts by residents on social media show a lack of timely information flowing from the town to residents about important and emergency information. Rather than residents asking other residents “what is happening?” on social media, if they were subscribed to the town’s alert system, they would promptly receive accurate messages on their mobile device . Therefore, they need not resort to asking questions on social media or calling 911 or the town’s non-emergency number – which queues up calls to our dispatch operator.

Also, residents may not choose or have access to Nextdoor, Facebook and similar sites. They may not have those apps on their mobile device. They may find those sites/apps too burdensome to learn or too difficult to easily locate important and emergency information in their news feeds.

Having a free alert system that is highly subscribed to by residents fills an important gap in our current communication strategy.

The alert system is not intended for use for community events and lesser important messages.

**Note:** Indianantic Police Department Policies and Procedures 200.12. PIO and 200.11 Social Media exist related to **use** of the alert system and **posting** to social media. This legislation is **not** intended to directly alter those policies. Although, if it is determined that updates to the policies will advance the intent of the legislation, we ought to improve the policies.

# Objectives

1. Improve awareness of this service to all current residents and residents moving to the town.
2. Increase the number of town residents subscribed to our Alert System.
3. Evaluate and improve the timeliness, type and content of messages sent from our Alert System.
4. Provide for cross training and documentation of the Alert System. There ought to be one other person fully trained to use the system should Chief Connor be unable to send alerts.

# Glossary

- **Alert System:** Town staff, primarily the Chief of Police, uses a sub account on the EverBridge cloud service used with permission under the Brevard County Emergency Management. The service allows individuals to opt in and opt out devices (phone, email, text). Town staff initiates messages sent out to devices via desktop or app. Individuals receive the messages including TDD format (hearing impaired). Town staff have delivery reports including delivered, undelivered and unknown.
- **Code Red:** A brand name of the previous alert system. This system goes away during fiscal year 2022-23.
- **Messages:** The content sent out through the Alert System including, but not limited to, emergency and important information: electrical outages, water/sewer breaks, severe weather, evacuations, police and fire events, school-related messages, boil water alerts, yard and waste pickup issues, after storm yard debris pickups, and road closures and detours.
- **Public Information Officer (PIO):** Chief Connor is the department's public information officer. Currently, he controls and releases important and emergency information to the public via four methods of electronic message delivery: Everbridge, Facebook, Nextdoor and Code Red.

- **OnSolve:** The company that now owns the Code Red Service.
- **Subscriber:** Any individual who has signed up one or more devices to receive alerts messages from the Town of Indialantic.
- **User:** A town staff member who composes messages to send out via the Alert System or actually initiates the sending process.

## Challenges

1. Some residents are unaware of the Alert System, do not understand the benefits of the service or have struggled to sign up.
2. The town does not have an accurate account of the number of unique adult residents who are signed up for the service. It is vital that we have a goal to educate 90% or more of residents to encourage a strong sign-up rate.
3. Currently, when there is a school-related issue, residents call Indialantic dispatch (911 or the non-emergency number). This rush of high volume of inbound calls places a strain on the operator to answer each person in a timely manner.
4. Some residents who seek emergency and important information go to social media sites (i.e. Facebook, Nextdoor) for answers. A typical exchange is: 1) a resident posts on a timely issue, and 2) a town official posts a Message on the social site to convey relevant information. However, a number of residents do not use those social sites and, therefore, won't see official Messages posted to those sites.
5. Messages posted by town staff to social media do not necessarily have prominence (i.e. posts that remain at the top of the news feed). Town staff cannot make alerts stay at the top of a feed. Therefore, important information gets quickly buried (and goes unnoticed).
6. Town staff are unable to know if Messages were delivered to Subscribers.
7. Town staff receive little feedback from residents on the timeliness, clarity and value of Messages. Residents may be unaware how to give feedback, even for those who – if they knew how/where/when to give feedback – would give feedback.

# Scope

## Actions to increase Subscribers:

- Send one or more well-written mail pieces via USPS Every Door Direct Mail (EDDM) via the five postal routes in Indialantic. This action increases awareness of the service and instructions on how to sign up.
- After a mail campaign, identify households where residents have not subscribed. Ask and equip volunteers to knock on those doors to personally introduce the service and answer questions. This action increases awareness and education.
- Define specific, measurable, actionable realistic and time-bound goals to be met that show the town did an excellent job increasing subscribers. "What success looks like."

## Actions to improve messaging and continuity:

- Create rules around the format and content of Messages. Make sure the Messages are concise, clear and well-written. Decide what types of Messages will and will not be sent through the Alert System. Review how policies 200.11 and 200.12 meet the goals of this legislation.
- Identify Users who are trained and are to be cross-trained to properly use the Alert System. Create a training manual. Identify who is responsible for training and who is responsible for documentation. Ensure that the Indialantic Police Department has adequate training materials in-house that includes topics presented by Brevard County Emergency Management's initial training.
- Create a process for undeliverable messages and how someone reaches out to Subscribers to help them update their information so that alerts are delivered.

- Define specific, measurable, actionable realistic and time-bound goals to be met that show the town did an excellent job to improve messaging and continuity. “What success looks like.”

## Proposed Next Step

Pass a motion to authorize the Town Manager to develop a strategy and action plan to improve awareness of the Alert System to residents, provide for direct discussion with residents – who are not subscribed – about the benefits, how to subscribe and (if needed) direct assistance subscribing, improve the timeliness, type and content of messages sent from the Alert System, and provide adequate cross training and documentation of the Alert System. Additional requirements may be identified at the Town Manager’s discretion. This proposal will be delivered to the council for consideration in a timely manner.

## Additional Recommendations

The Town Manager is encouraged to collaborate with Chief of Police and resident Loren Goldfarb on the proposal to be presented to council. As the Public Information Officer, Chief Connor has the greatest knowledge of the EverBridge System. Mr. Goldfarb has expressed interest in this project and has professional experience in public communications. Mr. Goldfarb would likely provide valuable input. Mr. Goldfarb will not use the System or write Messages.

The Town Manager may involve others, at his discretion, for input to create the strongest proposal possible.

— end —



- Village of Islamorada <https://www.islamorada.fl.us/>

**Two Companies specializing in Municipal Communication:**

- Ms. Holly McPhail - Windwood Communications and creator of FLC Multimedia Learning Library <https://www.windwoodcommunications.com>
- Mr. Carlos Garcia - Government Social Media Academy. His company provides hyper focused strategic social media services and video production tailored for municipalities. started and created a wildly popular social media program for the **Village of Islamorada**, and it reaches thousands of residents monthly; this program is the most effective communications tool ever deployed by the village. As a result, other nearby cities are implementing similar strategies and opening up their cities to a more inclusive form of communication.

I believe Market driven solutions therefor would recommend first holding an advertised Workshop. The Workshop purpose would be collect resident driven impressions and suggestions for improving Indialantic's Alerting Systems and information sharing platforms. If resident recommendations warrant additional action, then place the subject on a Council Agenda for consideration.

Stu Glass

Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**SUBJECT: Expanding Use of Email Services for Notification**

**Staff Report – Town of Indialantic**

**Meeting Date: January 11, 2023**

**Summary:**

Mayor McDermott has requested expanding the use and adding a few mailing list to the current service we use to distribute agendas to the public by email.

Currently we distribute Council agendas by email. Citizens can go to the Town of Indialantic home page and submit their information to be added to the email service. The town subscribes to the service from Benchmark for this ability.

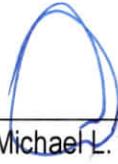
**Recommendation:** Give staff directions on how to proceed.

MOTION:

Submitted by:

Approved for agenda:

\_\_\_\_\_  
Rebekah Raddon  
Town Clerk

  
\_\_\_\_\_  
Michael L. Casey  
Town Manager

**SUBJECT: Beach Parking Permits**

**Staff Report – Town of Indialantic**

**Meeting Date: January 11, 2023**

**Summary:**

Deputy Mayor Glass requested to matter of beach parking permits. Currently all town board members receive two beach parking permits per member and employees receive one beach parking permit per employee. Deputy Mayor Glass has requested all employees receive two parking permits per employee consistent with town board members.

**Recommendation:** Approve all employees be granted two beach parking permits per employee per year.

MOTION: All employees be granted two beach parking permits per employee per year.

Submitted by:

Approved for agenda:

\_\_\_\_\_  
Rebekah Raddon  
Town Clerk

  
\_\_\_\_\_  
Michael L. Casey  
Town Manager

**SUBJECT: Change Council Meeting Day**

**Staff Report – Town of Indialantic**

**Meeting Date: January 11, 2023**

**Summary:**

Mayor McDermott has requested Council approve changing the methodology of what day the Council meetings are held. Currently by ordinance the Council shall meet regularly at least once a month on the Wednesday preceding the second Thursday of the month at 7:00 p.m. at the town hall.

Mayor McDermott has proposed changing the Council meeting day to be held on the second Wednesday of the month. If Council desires the change it will need done by an ordinance change that will require the Town Attorney draft and bring before Council for two readings.

**Recommendation:** Give staff directions on how to proceed.

MOTION:

Submitted by:

Approved for agenda:

\_\_\_\_\_  
Rebekah Raddon  
Town Clerk

  
\_\_\_\_\_  
Michael L. Casey  
Town Manager

# TOWN MANAGER'S REPORT

January 11, 2023

## 1. Intergovernmental Activity:

- a. **US-192/SR-500 Resurfacing:** FDOT is proposing to resurface US-192/SR-500 (aka Fifth Avenue) from the easternmost relief bridge to SR-A1A in FY-22. (04/16/18) FDOT has agreed to analyze the mid-block crossings and determine if Rectangular Rapid Flashing Beacons (RRFBs) are warranted. (06/18/18) FDOT has determined that pedestrian counts indicate that Rapid Rectangular Flashing Beacons (RRFBs) are not warranted at the Fifth Avenue mid-block pedestrian crossings. However, FDOT did recommend improving the lighting and signage at these locations which will be factored into the resurfacing project that should commence in FY-22. (04/16/19) FDOT has determined that pedestrian activated crossing signals are not warranted for mid-block crossings on Fifth Avenue at this time. (05/08/19) Resurfacing scheduled for FDOT fiscal year 2023, scheduled for 11/22 (2/3/20) FDOT notified of input meetings coming up soon.(11/4/20) FDOT sent notification of changes for crossings during repaving, adding now midblock RRFBs crossings in updated plans. Changes to crossing at Palm for school crossing (2/2/21) Had meeting with FDOT 2/24/21 was advised start date after July 2022 for the state 2023 fiscal year (3/3/21) FDOT updated information on midblock crossings and design (7/6/21) FDOT to give presentation at December Council meeting (11/2/21) FDOT hosting meeting 2/22/22 virtually and in person Eau Gallie Shriners (2/2/22) FDOT is now placing traffic light at Palm Ave. & US-192, raised crosswalks and lowering speed limit to 30 MPH, project late summer to fall time to begin (3/2/22) FDOT to May Council meeting give presentation.(3/29/22) After May meeting council desires to not have traffic light at median, meeting set with FDOT 5/27/2022 to discuss updates (5/27/22) Resolution red flashing light 5<sup>th</sup> & Palm (6/6/22) Waiting for updated plans (7/11/22) Scheduled resurfacing to being 2/6/23 (11/1/22)
- b. **Pedestrian Crossing Signals:** FDOT inspected the US-192 intersections at Riverside Drive and SR-A1A on 2/22/19 and are evaluating possible audible pedestrian signal improvements. (03/13/19) Spoke to DOT sent Jay email 8/15/19. FDOT looking at updating traffic lights and crossing conducting study to work into the resurfacing in 22/23 FDOT fiscal year (2/27/20) During meeting 2/24/21 told they are being done during resurfacing in 22/23 FDOT fiscal year (3/3/21) FDOT is now placing traffic light at Palm Ave. & US-192, raised crosswalks and lowering speed limit to 30 MPH, project late summer to fall time to begin (3/2/22) After May meeting council desires to not have traffic light at median, meeting set with FDOT 5/27/2022 to discuss updates (5/27/22) Hybrid crossing at Palm/Fifth waiting updated plans(8/3/22)
- c. **Pedestrian Crossing SRA1A:** FDOT adding crossing just north of Watson expected spring of 2022. Also all crossing getting flashing lights in street from US192 to Pineda in future (12/6/21) Have begun from Pineda working south installing lights the end of February and in Satellite Beach this week

# TOWN MANAGER'S REPORT

(3/2/22) Progressing south prep work began (3/29/22) Finished upgrading in road lights flashing and all crosswalks, FDOT will be installing new signage post in middle of roadway in next few weeks (5/27/22) Finished all upgrades waiting for Watson & Miramar (7/14/22)

- d. **H&H Study Grant:** DEP has grant waiting for final approval (12/6/21) Received email update from FDEP stating the grant is been selected for the resiliency and under final review (3/2/22) Received email awarding the \$86,810 award for H&H completed paperwork for FDEP for contacts and insurance submittal as requested, was told they are reviewing and will follow up soon (5/27/22) State sent additional paperwork to complete (6/27/22) Completing required paperwork to submit to FDEP (8/3/22) Submitted paperwork to FDOT (9/7/22) Grant approved and signed with FDEP, met with engineers to past week to work on timeline (10/6/22) Expecting to start project in January (12/5/22) Quarterly report to state (11/3/23)
- e. **FDOT Repaving S. SRA1A from US192:** Repaving from US192 to Oak St. in fiscal year 2026 (5/4/22)

## 2. Fiscal Activity:

- 1. **Fifth Avenue median:** The Town is soliciting proposals from Registered Landscape Architects for consideration to develop a plan to replace the existing plants in the Fifth Avenue median. (06/18/18) A recommendation will be presented to Council for 8/8/18. (08/08/18) Staff is negotiating a contract with Susan Hall Landscape Architecture, Inc. (09/12/18) Workshop will be held 10-18-18 at 6:30 p.m. (10-10-18) Options will be presented to Council at the January meeting for approval. (01/09/19) Some counties in the median are being relocated to Nance and Douglas parks and to the Fifth Avenue median east of SR-A1A to determine if the areas are suitable for relocation once the new plants are installed in the median. (02/13/19) The grant application was sent to FDOT on 3/7/19. (04/16/19) FDOT has approved the application with funding projected in FY-23. (05/08/19) FDOT contacted me and we are on schedule for FY-23 and working with Susan Hall Landscape Architecture, Inc on first past review of submission (7/29/19). Ryan from Susan Hall's sent preliminary information state approved first pass. Working with Ryan on Bid documents (8/1/19) Received initial Project Schedule, Landscape Plans, ITB and Opinion of Project Costs from Susan Halls office for initial submission to DOT for review and I submitted them to FDOT for first review 8/20/19. Heard from DOT Dawn Latchum assigned project number is 442883-2-58-01 for submission (8/21/19). Received comments from FDOT and Susan Hall Landscaping Architecture, Inc is reviewing comments (9/30/19) Spoke with Ryan and his is looking into if lighting can be used (10/28/19) Ryan responded to comments from FDOT on median plans (11/1/19). FDOT wants meeting with landscape architect and town (11/15/19). Meeting wet with

# TOWN MANAGER'S REPORT

FDOT and Susan Hall on 1/28/20 at 2 PM FDOT Deland (11/25/19)  
Attending meeting and project is still moving forward. Nothing can be done until after repaving is done. Project funded in FDOT 2023 fiscal year earliest project could happen in 8/22 (2/3/20) Ryan recently responded to comments from FDOT (8/4/20) FDOT holding virtual meetings for planning (12/3/20) Updated Susan Hall on new plans for midblock crossings RRFBs (2/2/21) Repaving now scheduled for 22/23 fiscal year (3/1/21) Spoke with Susan Hall gave update on paving project, she advised the final plans are due in June based upon schedule. She has some concerns about current availability and disease issues with vegetation chosen along with a council member question about trees. She would like to schedule speaking at the April Council meeting (3/2/22) FDOT to May meeting do to date change (3/15/22) Meeting with Susan Hall & Kemp on 3/24/22 (3/22/22) Had meeting with Susan Hall and she is updating plans and giving presentation to May Council meeting (3/28/22) Meeting with Susan Hall 4/27 and needs to meeting with SG, emailed presentation for May council meeting (4/25/22) After May meeting council wanted to go to Parks and Rec where Susan Hall gave presentation, Parks and Recreation Committee voted to use the Royal Palm, Ilex Stokes Dwarf, Spider Lily and for ground cover the Asiatic Jasmine, this will be on the June council agenda for final approval (5/27/22) On Council agenda 6/8/22 (6/6/22) Susan waiting on updated plans (7/11/22) Got plans from Susan Hall forwarded to FDOT & received back email from FDOT under review (8/22/22) Received questions to FDOT Susan Hall will answer (9/6/22) Working on answers for FDOT grant (9/26/22) Submitted response to Susan Hall for FDOT response (10/6/22) FDOT rejected Royal Palm, Susan Hall to present at the 11/9/22 council meeting options (11/1/22) Submitted final plans to FDOT with updated trees waiting for answer (12/5/22)

### 3. **Organizational Activity:**

- a. **Swale:** Public works installing swale in at 405 Orlando Blvd.(9/30/20) Environmental task force reviewing swale ordinance to make changes, native plant portion separated at going to P&Z December meeting (12/3/20) Native plant and swale ordinance separated plant ordinance before council (2/2/21) Environmental task force working on (6/3/21) Public works installed swale 400 block Melbourne Ave. (8/3/21) EATF is working on swale ordinance again. EATF still working on updating ordinance (9/30/21) EATF still working on swale ordinance, public works installed swale at 211 Eighth (11/2/21) Stability Committee sample swale Orlando & Ramona (2/2/22) Sustainability Committee working on issues (3/29/22) Public works will be installing swale on N. Shannon in front of the Chalets to resolve standing water issue in the next few weeks (5/27/22) Public works installed swale Ormond & Ramona as requested by Sustainability Board (8/3/22) Swale installed in front of Chalet and has resolved issue. Wavecrest by Casuarina Club complaint of water standing, worked with HOA and public works will

## TOWN MANAGER'S REPORT

- install a swale agreed by HOA (9/7/22) Locates complete public works will install January 2023 (1/3/23)
- b. Riverside Pier met with town engineer about the condition of pier. Pier was built in 2001 at a cost of \$141,700. Some boards on the decking have been replaced over years to repair but majority is original. Decking is in need of replacement. Working with town engineer with options and approximate cost of these repairs. Also looking at the possibility of adding a kayak launch from pier. (10/5/21) First estimate to repair decking only \$120,000 (11/2/21) Placing money into reserves for FY 24 \$125,000 (7/14/22)
  - c. Town Hall: Public works removed carpets from hallway & conference room damaged from leaking roof. Mold found on drywall and was removed and replaced by public works. Tile has been ordered to replace carpets. Project should take several weeks to complete (11/2/21) Finished with work and tile, removing molding drywall (12/6/21) Police department having quality of air issues along with concerns about carpeting from employees, PO issued to treat A/C unit and getting quotes on removing and replacing carpets (3/2/22) Needs new duct work at PD also no candles (3/7/22) Joe waiting on quotes 1<sup>st</sup> \$22,000 (3/28/22) PO issued and waiting on scheduling from Durham (5/4/22) Durham waiting on duct board on backorder but will be treating vents in next few weeks for mold (5/22/22) Work on PD duct work ongoing and next town hall (7/14/22) PD duct work completed and town hall in the process (8/3/22) All A/C work completed and floors being replaced in PD this month (9/7/22) Floors replaced in PD and all of town hall building partially painted and should be complete next week (10/6/22) Painting of building completed & carpet replaced in chambers, waiting on quotes for door replacement for part of council chambers (11/1/22) Doors ordered for replacement (12/5/22)
2. Nance Playground Committee: Fundraising is going on and have on hand \$90,000. Committee has event planned for 1/16/22 at Village Market. Finalizing plans and should bring contract to Council soon for playground (11/2/21) Contract signed with and excess of \$190,000 raised. Pre build meeting 2/7/22 with build date of 4/19/22 (2/2/22) Fund raising goal met, public works removed trees and site preparation underway, build date 4/19 to 4/23 (3/2/22) Trees removed and site work has begun (2/28/22) Contract signed for tents and artificial grass (3/15/22) Area prepped and signs ordered(3/29/22) Playground sent delivery date 4/11/22, next playground meeting 4/15 at 10:30 am and team leader meeting 4/18 (4/7/22) Playground built some touchup work and grading is taking place this week. Cement work should begin along with instillation of ground cover, tentative grand opening set for 5/6 or 5/7 (4/25/22) Playground opening and ribbon cutting 5/13/22 (5/4/22) Playground complete but waiting on vendor to correct some issues with turf before final payment is made, we are working with him to resolve (5/27/22) Issue resolved, state approved \$200,000 but waiting on committee to meet 8/5/22 (7/14/22) Committee approved changes to include shade structures now application will be submitted (9/7/22) Told the \$200,000

## TOWN MANAGER'S REPORT

- needed to be spent after July 1, 2022 working on resolution to issue (9/20/22)  
allowed to use previous work from original build will be allowed for county  
toward contributions working on numbers to submit to FDEP (9/26/22)  
Submitted budget and timeline to FDEP for approval (10/6/22) FDEP says we  
should have agreement in next week, council agenda 11/9 meeting to order  
playground equipment (11/1/22) Ordered equipment and grant approved but  
need updated paperwork submitted and waiting on title search from PG  
(12/5/22) In progress of completing submission by end of week (1/3/23)
- d. American Rescue Plan Act (ARPA) received first payment from FDEM.  
Working on stormwater project to be funded from ARPA with town engineer  
(11/2/21) Final rule for ARPA issued allowed to take up ten million in  
income loss, on council agenda to approve change do to final rule and  
simplification of reporting along with firm to assist (3/2/22) Signed agreement  
with James Morre Accounting for ARPA Reporting and Compliance (3/29/22)  
Working with firm to make first report due 4/30 (4/7/22) First report  
submitted last week (4/25/22) second and final payment of ARPA received.  
(9/7/22) Submitted paper reference audit requirements (10/6/22)
  - e. Boardwalk damage from vehicle accident waiting on engineer expectation of  
cost. Money from insurance received from both crashes and town engineer  
working on getting quotes to award contract (2/2/22) Engineer is finalizing  
design to include guardrail and planters to protect area from further damage  
(3/29/22) Met with SG and he is making intersection crossing ADA  
compliant, also sent sample of planter (4/7/22) Gave SG the approval on  
design and he is getting quotes and bids, public works going to build planters  
(4/25/22) Joe has ordered planters supplies, SG is waiting on contractor to  
finalize prices so we can enter into contract, issues with the difficulty in  
getting cement also is one of the issues (5/27/22) SG working on getting bids  
for work and timeline (6/21/22) Sent email to SG today looking for update  
(7/11/22) Repairs approved by council at July meeting at work has begun  
(8/3/22) Concrete work expected 2<sup>nd</sup> week of September (9/7/22) Work  
finished on roadway and awaiting install of guardrails and replace rotted  
piling (10/6/22) Boardwalk back open, guardrail and planters waiting install  
for pipe repair (11/1/22) Temporarily installed jersey barriers to project  
boardwalk (1/3/23)
  - f. Comp plan amendment Chapter 163, *Florida Statutes* (F.S.), requirement for  
local governments to adopt an updated Water Supply Facilities Work Plan  
and related comprehensive plan amendment within 18 months of governing  
board approval of the CSEC RWSP per SJRWMD. Sent email to Jim LaRue  
(4/19/22) Expect this to be finalized for submittal in June (5/27/22) Spoke to  
Jim LaRue this past week and he is working on update (11/1/22)
  - g. Council approved ordering new firetruck, \$400,000 from already reserved  
money and \$181,426.09 from ARAP funds truck ordered in April expect 22  
to 24 month delivery by Chief Flamm (5/27/22) Chief Flamm and Captain

## TOWN MANAGER'S REPORT

Burnett scheduled preconstruction meeting with Sutphen Fire Truck (9/7/22)  
Fire Chief advised after preconstruction meeting deliver date expected April  
2024 (10/6/22)

- h.** Removing County from lease from Nance & Sunrise Park. Working with county but issues may exist because of state wanting to open to other parties (8/15/22) Sent email to Jason Steele and Commissioner Zonka (8/29/22)
- i.** Hurricane Ian damages and issues, 1400 block Miami road damage, Riverside & Orlando partial collapse, 400 block Oakland pipe issues, 400 block of Genesse, 500 block Watson, Debris pickup interlocal agreement with county put into action (10/4/22) working on FEMA estimates for county (10/6/22) All Debris material picked up and back to normal services with Waste Management (11/1/22) Working with FEMA and have follow up meetings scheduled (1/3/23)
- j.** Hurricane Nicole no damage to town property but a few shingles on town hall. Dune erosion but no crossovers or structures damaged. (12/2/22)

# Indialantic Police Department

## Monthly Activity Report

November 2022

### OPERATIONS:

\* The Department Responded to 934 Incidents.

\* 19 Subpoenas were issued.

\* Activity            13    Arrests  
                              2    Felony  
                              3    Misdemeanor  
                              8    Traffic

1 DUI & 0 Drug

84    Traffic Citations  
186    Traffic Stops  
129    Verbal Warnings  
1    Capias Filed

### TRAINING:

Indianalantic Police Department  
 Monthly Crime Index  
 November 2022

Part I	Reported	Cleared	Prior	Total	%
Murder	0				0%
Sexual Battery	0				0%
Robbery	0				0%
Agg Assault	0				0%
Burglary	0				0%
Larceny	5	3			60%
Veh Theft	1	0			0%
Assault/Battery	1	1			100%
Arson	0				0%
<b>Total Part I</b>	<b>7</b>				
<b>Part II</b>					
Kidnapping	0				
Fraud/Forgery	0				
Criminal Mischief	1				
Weapons	1				
Sex Offenses	0				
Narcotics	0				
DUI	0				
Liquor Laws	0				
Disorderly	1				
Ordinance/Litter	6				
Trespass	3				
<b>Total Part II</b>	<b>12</b>				
<b>Part III &amp; IV</b>					
Patrol Area	589				
911 Investigations	76				
Citizen Contact	3				
Juvenile	0				
Warrant	0				
Misc Traffic	71				
Traffic Accidents	13				
Sick/Injured	1				
Death	2				
Mentally Ill	0				
Suicide/Attempt/Threat	1				
Animal	6				
Information	11				
Alarm/Open Door	17				
Fire	2				
Lost/Found	13				
Disturbances	6				
Susp Incidents	47				
Assists	53				
Details	4				
Missing Persons	0				
<b>Total III &amp; IV</b>	<b>915</b>				
<b>Grand Total</b>	<b>934</b>				

Indialantic Police Department  
YTD Information Report  
November 2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Value Stolen	\$ -	\$ 305	\$ -	\$ 250	\$ 3,182	\$ 4,290	\$ 45,737	\$ 1,949	\$ 3,976	\$ 9,044	\$ 22,313		\$ 91,046
Value Recovered	\$ -	\$ 258	\$ -	\$ -	\$ -	\$ 3,768	\$ 14,002	\$ 5,359	\$ -	\$ -	\$ 21,950		\$ 45,337
Traffic Warnings	0	1	0	0	0	1	0	0	0	0	0		2
Equip Warnings	0	0	0	0	0	0	0	0	0	0	0		0
Verbal Warnings	123	165	207	167	205	108	119	26	89	173	129		1511
Field Interrogation	0	0	0	0	0	0	0	0	0	0	0		0
Parking Violations	11	4	18	11	18	15	5	3	6	13	11		115
Parking Fines	\$ 220	\$ 80	\$ 360	\$ 225	\$ 345	\$ 305	\$ 100	\$ 60	\$ 140	\$ 405	\$ 385		\$ 2,625
Traffic Citations	65	103	136	181	164	132	64	70	47	97	84		1143
Arrests	5	18	8	17	20	17	9	9	8	9	13		133
DUI Charges	0	2	0	1	0	2	1	0	0	1	1		8
Drug Charges	0	0	0	0	0	0	2	0	0	0	0		2
Wavecrest Activity	61	57	101	89	99	65	62	47	67	45	41		734

## Indialantic Fire Rescue Monthly Report for December 2022

<b>FIRES</b>		
Structure Fires		1
Brush Fires		2
Vehicle Fires		
Trash Fires		1
Other Fire Calls		1
<b>RESCUE &amp; EMERGENCY MEDICAL</b>		
Medical		31
Well Being Check		
Water Rescue		3
Motor Vehicle/Pedestrian Accident with injuries		2
Motor Vehicle with no injuries		3
<b>HAZARDOUS CONDITIONS (No Fire)</b>		
Electrical Wiring/Equipment Problem/Gas Leak		2
<b>GOOD INTENT CALL</b>		
Dispatched and Cancelled Enroute		6
Dispatched and Cancelled on Scene		
<b>FALSE ALARM &amp; FALSE CALLS</b>		
False Alarm or False Call		3
Smoke Detector activation due to smoke or dust		1
<b>SPECIAL INCIDENT TYPE</b>		
Fire Inspection/Business Tax Receipt (BTR)		4
Public Service Calls		
Assist Other Government Agency		
Special Type of Incident		2
Hydrant Inspections		
Public Education Demonstrations/talks		
<b>TOTAL CALLS</b>		62
<b>RUNNING TOTAL OF PREVIOUS MONTHS</b>		595
<b>TOTAL CALLS YEAR TO DATE</b>		657
<b>MUTUAL AIDE</b>		
	GIVEN	4
	RECEIVED	3

<b>AVERAGE RESPONSE TIME</b>	INDIALANTIC FIRE	1:58
	BREVARD COUNTY	8:03

<b>VOLUNTEER HOURS</b>	227.25
<b>SAVINGS REALIZED BY THE TOWN</b>	\$4,545

<b>VOLUNTEER F/F ACTIVITY</b>	The Volunteers held their monthly business meeting on 12/6/22 and training on 12/13 & 12/20. They assisted in the Town's Annual Tree Lighting ceremony by assisting Santa to the park. On Christmas Eve the Volunteers with the assistance of past councilman Simon Kemp as Santa deliver 207+ gifts to children.
<b>CAREER F/F ACTIVITY</b>	The on-duty crews continued performing annual fire safety inspections throughout the Town. The Firefighters replaced a radiator hose on the Engine and a bulb at the bottom of the ladder on the Ladder Truck. The crews completed 96 hours of training. Chief Flamm attended an after action meeting for Hurricane Nicole on 12/9/22 at Brevard County Emergency Management.

## Annualized Response Time Data

**2022**

<b>A Shift</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annualized</b>
Number of Calls	15	11	18	10	15	11	16	15	11	5	6	18	151
Average Turn Out	1.098	1.590	1.116	1.550	1.190	1.700	1.480	1.050	2.070	0.620	0.500	1.410	1.28
Average Response	2.8080	2.1600	1.9300	1.8800	1.0200	2.2100	1.6800	2.3400	3.3100	2.0000	3.0900	2.6600	2.26
Average Total Response	3.9060	6.8000	2.9370	3.4300	2.2200	3.9200	2.3300	3.3900	5.3800	2.6100	3.6000	4.0700	3.72
Time on Scene	19.6780	18.9600	23.8600	16.7800	20.8500	21.7000	11.2700	17.1200	53.4500	18.5800	18.9600	28.1300	22.44

<b>B Shift</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annualized</b>
Number of Calls	13	8	12	10	8	15	10	9	16	16	20	16	153
Average Turn Out	1.316	1.410	1.284	1.530	1.560	1.620	1.480	1.390	1.170	0.99	1.100	0.420	1.27
Average Response	2.230	1.7400	1.8900	3.1300	2.0000	1.6600	1.3700	1.6900	1.8600	0.90	2.3100	1.2400	1.84
Average Total Response	3.546	5.3400	2.1220	4.6500	3.5700	3.2800	2.8500	3.0700	3.0400	1.88	3.4100	1.6500	3.20
Time on Scene	17.470	14.9800	21.2900	17.7800	15.7500	22.6200	14.3100	15.6300	14.3000	9.11	19.0500	9.5800	15.99

<b>C Shift</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annualized</b>
Number of Calls	10	12	7	13	12	18	14	15	35	16	6	9	167
Average Turn Out	0.950	1.550	1.640	1.140	1.440	1.810	0.640	1.15	0.940	1.080	1.280	1.220	1.24
Average Response	2.5700	3.3300	2.4660	1.5500	1.7100	2.5700	1.9900	2.19	2.2600	3.1100	2.6600	2.0000	2.37
Average Total Response	3.5200	6.2000	4.1070	2.6900	3.1400	4.3800	2.6400	3.34	3.2000	4.1900	4.0700	3.2200	3.72
Time on Scene	14.5960	23.1880	21.0000	16.78	19.3900	17.6900	17.8300	17.67	15.9300	29.7300	12.2200	18.2600	18.69

<b>Department</b>													<b>Annualized</b>
Number of Calls	38	31	37	33	35	44	40	39	62	37	32	43	471
Dispatch Time	3.58	2.31	2.31	3.72	2.18	2.22	4.25	1.34	3.33	2.25	3.26	3.18	2.83
Average Turn Out	1.12	1.52	1.35	1.41	1.40	1.71	1.27	1.20	1.39	0.90	0.96	1.02	1.27
Average Response	2.54	2.41	2.10	2.19	1.58	2.15	1.90	2.07	2.48	2.00	2.69	1.97	2.17
Average Total Response	3.66	6.11	3.06	3.59	2.98	3.86	3.42	3.27	3.87	2.89	3.69	2.98	3.61
Time on Scene	17.2480	19.0427	22.0500	17.1133	18.6633	20.6700	14.4700	16.8077	27.8933	19.1400	16.7433	18.6567	19.04

- Dispatch Time      The average amount of time it took the Dispatchers to dispatch the Fire Department from the time the 911 call was answered.
- Average Turn Out      On average, once the fire station is paged over the radio, how long did it take the Firefighters to get to the apparatus and begin their response.
- Average Response Time      The average time it took the Firefighters to actually arrive on the scene of the emergency once they have announced their response to the emergency.
- Average Total Response      The average time from the fire station being paged over the radio to the Firefighters arrival on the scene of the emergency.
- Time on Scene      The average amount of time the Firefighters spend on the scene of emergencies.

This spreadsheet does not reflect calls which were cancelled prior to arrival, dispatched and cancelled prior to response, annual fire safety inspections or calls that may have been grouped together such as calls responded to during hurricanes.

## TOWN OF INDIALANTIC BUILDING REPORT

December-22			
	<u>CURRENT</u>	<u>YTD 22</u>	<u>YTD 21</u>
NO. OF PERMITS ISSUED	17	998	548
TOTAL PERMIT FEES	\$2,352.00	\$352,519.99	\$134,968.91
TOTAL CONSTRUCTION VALUE	\$246,316.00	\$40,713,459.07	\$17,748,780.70
PLAN REVIEW FEES	\$0.00	\$57,550.00	\$18,969.00
TOTAL SIGN FEES	\$64.00	\$1,378.80	\$636.00
NO. OF SIGN PERMITS ISSUED	1	16	8
NEW CONVENTIONAL HOMES	0	11	6
NEW MULTI FAMILY HOMES	0	11	7
NEW COMMERCIAL BUILDINGS	0	1	0
MISC. ADDITIONS/ALTERATIONS	0	42	27
CERTIFICATE OF OCCUPANCY	2	21	15
BUILDING CODE INSPECTIONS	64	1734	875

# Permit List

01/03/2023

Permit #	Address	Category	Applicant Name	Date Issued	Valuation	Amount Billed
PB21-0294	1401 S MAGNOLIA DR	HVAC Replacement	WALTERS REFRIGERATION	12/05/2022	2,744.00	79.00
PB22-0502	400 S Riverside Dr	Replacement	W ANTHES INC	12/06/2022	31,500.00	231.75
PB22-0516	120 DELAND AVE	Replacement	W ANTHES INC	12/06/2022	2,400.00	84.00
PB22-0539	1401 S Riverside Dr	Roofing	FLORIDA NATIVE ROOFING INC	12/01/2022	22,070.00	185.40
PB22-0540	136 14TH AVE	Replacement	Advanced Plumbing Contractors, Inc	12/05/2022	8,850.00	114.00
PB22-0541	108 EIGHTH AVE	Roofing	PATRICK ROOFING INC	12/06/2022	23,270.00	190.55
PB22-0542	700 S RIVERSIDE DR	HVAC Replacement	WALTERS REFRIGERATION	12/05/2022	6,785.00	79.00
PB22-0543	440 TWELFTH AVE	Roofing	FLORIDA NATIVE ROOFING INC	12/13/2022	20,070.00	175.10
PB22-0544	301 S MIRAMAR AVE	Electrical Remodel	EAU GALLIE ELECTRIC INC	12/14/2022	19,198.00	169.95
PB22-0545	306 COCOA AVE	Replacement	DRAIN MECHANICS	12/19/2022	13,500.00	139.05
PB22-0546	431 3RD AVE	Replacement	HOWARD GARAGE DOORS INC	12/29/2022	3,050.00	89.00
PB22-0548	440 WATSON DR	Roofing	Preferred Contractor Group	12/20/2022	17,000.00	154.50
PB22-0550	435 SECOND AVE	Electrical Remodel	ALL ABOUT ELECTRICAL LLC	12/20/2022	1,850.00	79.00
PB22-0551	411 5TH AVE	Permanent	DERATANY, TIMOTHY	12/21/2022	683.00	64.00
PB22-0552	101 DELAND AVE	Roofing	RAYMOND N SMITH	12/22/2022	57,000.00	360.50
PB22-0553	304 DELAND AVE	HVAC Replacement	DURHAM & SONS INC.	12/30/2022	12,546.00	79.00
PB22-0554	204 N RAMONA AVE	HVAC Replacement	Kenneth Wilder	12/30/2022	3,800.00	79.00

Number of Permits: 17

Total of Plan Review Fees: \$

Total Construction Value: \$246,316.00

Total of Fees Paid: \$2,352.80

Population: All Records

Permit.DateIssued Between 12/1/2022 12:00:00 AM AND

12/31/2022 11:59:59 PM

AND

Permit.AddressDisplayString = <Prompt For Value>

# Inspection Totals

01/03/2023

64

Population: All Records

Inspection.DateTimeCompleted Between 12/1/2022  
12:00:00 AM AND 12/31/2022 11:59:59 PM

**Grand Total**

64

Code Enforcement  
December 2022

Location:	Description:	Date:	Notice Frame	Code:	Extra Info:	Status:	Notes
	<b>Notified Date</b>	<b>CB Date</b>					
411 Fifth Ave	12/15/2022	01/17/23					
<b>Zone 1</b>	North of Fifth Avenue/Westside						
580 Watson Dr	Prohibited Use	11/4/2022		Sec 113-335 (3)b	Vacation rental	complied/recheck 20 days	Nextdoor app post regarding short term rentals in Indialantic being in violation. AirBNB and VRBO both checked only violation found hosted by Viviane. Certified, RR letter sent 11/23/22. rechecked 12/22/22 not listing found
545 Watson	utility complaint	12/14/2022				unfounded	email compl regarding AT&T power junction box, power supply line on the ground and unsafe. CS & MC checked property, CS advised he does not regulate any utility activity and the wires are insulated and will be eventually placed underground, no hazard exist. Compl will need to contact FPL or AT&T if they feel the setup needs to be changed.
204 N Ramona/401 Third Ave		12/15/2022			general property cleanliness	unfounded	Ofc Fournier had a walk up compl regarding occupants moving and leaving trash and furniture al over lawn. CS & MC checked area, WM was on site doing a pick-up and 4 tires were left with some small overflow litter, no viol observed.
<b>Zone 2</b>	North of Fifth Avenue/Eastside						
220 Wayne Ave	Commercial Vehicle	8/18/2022	PD to check 10/21-23/22	Sec 32-34(a)	commercial vehicle	complied	IPD# 04 observed a ford Transit van with "Reynolds Air & Heat" on 08/18/2022 @ 1:22 am, courtesy letter sent 08/18/2022, IPD# 4 observed vehicle on 09/20/2022@10:49pm, second notice of violation sent 09/22/2022. IPD#04 observed 10/25/22 at 11:16pm, final notice sent certified, rr on 10/26/22. Sgt. Holstein observed commercial van in the driveway 12/02/22 @0140. Sgt Holstein observed no viol on 12/3. Sgt Dovel observed no viol 12/04
333 Fourth Ave	Landscaping	11/16/22		Sec 103-286	overgrown lawn	complied	letter sent 11/16/2022
326 Oakland Ave	Landscaping	11/15/2022		Sec 103-286(a)	ROW	open	JG & MC observed H/O had landscaping timbers, crushed coquina and mulch within 5 feet of edge of pavement, letter sent 11/16/2022
337 Second Ave	RV parking, storage	12/5/2022		Sec 113.236(b)(3)	rv and trailer in driveway	complied	09/02/22- H/O called in inquire about living in an RV while working on his house and a phone message was left advising him that was against code. RV and trailer parked in driveway, RV is hocked up and the slide is out. Observed 12/02/22 by JG/MC and MC 12/05/2022. Letter sent 12/05/2022. H/O called and advised they were moving clothes into the RV for a house reno and asked for in extension on the time to move the RV, CS denied because the RV has already been there for an extensive amount of time.
<b>Zone 3</b>	South of Fifth Avenue/Westside						
411 Fifth Ave	Prohibited Signs	10/10/2022	PD to check 10/21-23/22	Sec 113-303(2)(a)	2 flags	complied	business has two mobile flags in front, VM observed 10/05/2022, MC observed 10/08/2022. letter sent 10/11/2022 to owner and tenant, 10/19/22 MC rec'd email from business owner who advised he is working on permit application, business owner was email response indicating to remove all flags and banners until Banner permit is issued. 10/20/2022 banners and blow-up sign observed by IPD#5 and MC. MC observed flags and balloon guy on 10/21/22 @1715 and 10/22/22@ 10:55. IPD #04 observed flags and balloon guy on 10/22/22@1751hr (see report). MLC denied banner permit app because the flag was 2'x11.5' exceeding the 3'x5' size limit. 11/21/2022 CS & MC spoke to store rep to remove the flag posted in the west side neighbor's ROW. Final notice sent certified, RR, 1st class 12/01/22
411 Fifth Ave	Signs authorized in various zones	10/11/2022	Post biz with notice to appear	Sec 113-305	window sign	in-process	a window sign was put up with no approved building permit application, possible violation of percentage of window covered, letter sent 10/11/2022 to owner and tenant. MC and CS observed 11/02/22- window and door signs still on the business. 10/25/22 CS returned permit application and informed the business that the sign application was denied and needs to be resubmitted with the required changes. The current window and door signage does not meet the requirements of the code. certified letter sent to owner and tenant 11/3/22. Door sign still on and no permit has been issued 11/15/2022. CS & MC spoke to store rep advising that proper sign permits have not been obtained, she advised she would inform the owner. Final notice sent certified, RR, 1st class 12/01/22. 12/14/2022 Spoke with rep to the business advsing them they are in viol of code and need to submit completed sign app immediately. 12/15/2022 CS & MC served shop hand delivered a Notice of Hearing to the occupant at 411 Fifth Ave, first class and Certified letter were sent to propertyowner. 12/21/2022 sign permit applied for and issued, CS advised tenant and P/O the perrmit must be approved and finalized by 1/17/2023 to avoid meeting

Code Enforcement  
December 2022

333 Fifth Ave	Trash Container Areas	11/3/2022		Sec 103-283	dumpster screen/enclosure	reported	The town recv'd a walkin comp reg the dumpster area at BOA, compl stated the enclosure door is broken and left open and the dumpster area contains junk and filth. Letter sent to the business 11/15/2022. MC & JG observed dumpster in compliance. 12/06/22 comp came in to Town Hall complaining again about the dumpster and said he felt it was still in violation.
417 Fifth Ave	obsolete signs	11/3/2022	1/13/2022	Sec 113-303	OOB	in-process	FD reported that Beachside Physical Therapy is not longer at the address but the monument sign is still there. Letter sent 11/16/22. 12/13/2022 Spoke to realator, said new tenant will be using sign will be replaced or covered within 30 day extension.
306 Cocoa Ave	RV parking, storage	11/15/2022		Sec 113.236(b)(3)	boat in driveway	complied	MC & JG observed 11/15/2022 while following up on ather boat compl in the area
443 Tenth Ave	Trash Containers Areas	12/6/2022		Sec 26-31/Sec 103-283	trash can	closed	the town recv'd an email compl regarding trash cans being store street side. 12/06/22 MC & MLC observed 4 trash cans in the street and two being stored on the edge of the street. 1 trash can was moved to the driveway of the owner at 444 Tenth Ave and 4 trash cans and 1 recycle can were moved into the respective driveways. 12/06/2022 a courtesy letter was sent 12/06/2022
300 blk Ormond Dr		12/14/2022			empty lot	unfounded	compl called regarding the undeveloped lot behind her house at 327 Melbourne Ave, stating the veg was growing into her yard. MC & CS inspected lot and the lot was partially cleared, cut and maintained. MC spoke to compl and advised that any veg that grew on to her property could be cut back to the property line.
301 S Shannon Ave	Storm Water	12/2/2022			silt fence in disrepair	complied	letter sent 12/02/2022
<b>Zone 4</b>	<b>South of Fifth Avenue/Eastside</b>						
315 Tampa Ave	RV parking, storage	11/4/2022		Sec 113.236(b)(3)	boat in driveway	complied	walk-in comp, letter sent 11/16/2022
245 Deland Ave	RV parking, storage	11/4/2022		Sec 113.236(b)(3)	boat in driveway	open	walk-in comp, 11/15/2022 JG & MC observed a boat on the driveway letter sent. Second notice sent 12/02/22
513 S Shannon Ave	RV parking, storage	11/15/2022		Sec 113.236		open	trailer in driveway, letter sent 11/16/22
201 Deland Ave	Dead Tree	11/15/2022		Sec 103.286	Dead tree	open	JG & MC observed a dead palm tree in the front yard, letter sent 11/16/2022
115 Tradewinds Ter	Fence	11/22/2022		Sec 103-289	broken fence	in-process	neighbor complained re his "pig" neighbor and his fence being broken and keeps falling over onto his side of the yard damaging his bushes and fence pieces in the street. 11/22/22 letter sent for fence. Pworks moved items off storm drain. 12/12/2022 JG & MC observed fence still leaning, second notice sent. 12/15/2022 CS spoke to owner and owner is having issues with getting a fence company to come out due to the storm, CS extended time to January 31st to comply. 12/27/2022 compl Michelson complained that the fence is still not repaired.
313 Seventh Ave	Prohibited Use	12/2/2022		Sec 113-335 (3)b	Vacation rental	unfounded	TOT to Weber for inv, unfounded
100 Tradewinds Ter	Storm Water	12/2/2022			silt fence in disrepair	complied	letter sent 12/02/2022
225 Melbourne Ave	Prohibited Use	12/1/2022		Sec 113-335 (3)b	Vacation rental	complied/recheck 20 days	TOT Weber for investigation, certified letter sent 12/05/22. 12/19/2022 spoke with H/O who sais you can not book less then 90 days, the site will not let you process final booking less than 90 days. Rechecked 12/22/2022 no listing found.
215 Fifth Ave	Prohibited Signs	11/23/2022		Sec 113-303	obsolete sign	complied	coverings on obsolete sign partially removed letter sent
118 Tradewinds Ter	RV parking, storage	12/12/2022		Sec 113.236(b)(3)	trailer in yard		trailer parked in the lawn on the north side of the driveway, letter sent 12/12/2022
109 Fifth Ave	Building Exterior	12/21/2022		Sec 103-285	paint	in-process	comp email TC regarding the disrepair on the exterior of the building of the businesses. The building was damaged by an electrical event during a hurricane. CS spoke to the building owner who advised the electrical repairs have been completed and the building has been made safe, the owner has been working with insurance company and is trying to find a contractor to repair the damage.
<b>Zone 5</b>	<b>SR500</b>						
<b>Zone 6</b>	<b>Miramar &amp; Wave Crest</b>						
101 S Miramar Ave	Fences and Walls	10/11/2022		Sec 103-289	broken fence/yard waste	in-progress	large sections of fencing is down around the back lot. The manager, Trish was notified by email on 10/11/2022. 10/12/2022 Trish emailed a response stating that they had an insurance adjuster out and are waiting to receive a notification from the insurance company before removing the fencing. This advised the fencing down on Wendy's parking lot has been removed 10/14/2022. 10/21/22 JG and MC saw fence down biking sidewalk on east and north side, an email was sent to the manager. 10/21/22 MGR responded and said they put the fence back up and removed it off of the sidewalk. they are in contact with several companies to get the fence replaced. 11/15/2022 mgr was emailed regarding the fence being down again. 12/18/2022 Manager emailed and said the fence was put back up.
700 Wave Crest Ave Unit 103	LBTR	12/7/2022		Sec 113-235C	Home Occupation	in-progress	CS & MC spoke to business owner Kathleen Minear regarding her advertisement on her website advertising visiting company at 700 Wave Crest Ave as well as providing directions for both Orlando and Melbourne airport. Minear advised she would have the information removed immediately and she has an at home office only, no customers come to the residence/business. The town recv'd an anon letter regarding the business not being a home occupation. 12/19/2022 H/O removed directions from airport but the Visit us @ address portion is still online, CS spoke to Minear and she advised she will get it removed.