AGENDA

PARRISH FIRE DISTRICT

April 28, 2020 - 7:00p.m.

- 1. Open meeting for the Parrish Fire District
- 2. Prayer and Pledge
- 3. Minutes of meeting for February 25, 2020
- 4. Minutes for the Emergency Meeting March 18, 2020
- 5. Public Comment
- 6. Personal Growth Income Resolution 2020-02
- 7. Fire Assessments 2020-2021 Resolution 2020-03
- 8. Fiscal Audit 2018-19
- 9. IT Interlocal Agreement with Manatee County
- 10. Financial Report
- 11. Administration Report
- 12. Commissioners Report:

Commissioner Dirling Commissioner Trompke Commissioner Combee Commissioner Webb

Chairman's Report
Commissioner Chitty

If any person desires to appeal any decision of the Fire Commission or of any other Board or Commission of the Fire District, that person will 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. F.S. 286.0105

The Parrish Fire District does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability status in employment or in provision of services. Disabled individuals may receive special accommodation in services on one working day's notice. F.S. 286.011 (6)

February 25, 2020

The Board of Commissioners of the Parrish Fire District met in regular session on Tuesday, February 25, 2020, at 6:00 P.M. in the Commission Chamber.

Present were: Edward G. Chitty Chairman

Kevin L. Webb
Holly B. Combee
Steven M. Trompke
Jeff A. Dirling
Stacey S. Bailey
Wayne L. Ownbey

Vice-Chairman
Commissioner
Commissioner
Fire Chief
Asst. Chief

Chairman Chitty opened the meeting of the Parrish Fire Commission.

The minutes of the previous meeting held January 28, 2020 were approved on a motion by Commissioner Webb, seconded by Commissioner Combee and carried by a vote of 5-0.

Chairman Chitty called for public comment. There was none.

Chief Bailey gave a brief overview as to what was going on with the Station 2 property, it is expected to be out of Zoning by June then we can finalize the purchase of the property.

The financial report for month ending January 31, 2020 was presented. Chief Bailey indicated that the general fund received \$1,519,959.00 in revenue we are short by \$127,417.00 with money still coming in. So far for the expenditures we have spent 709,921.52. The Impact Fee account has taken in \$96,689.00. The financial report was approved on a motion by Commissioner Combee, seconded by Commissioner Dirling and carried by a vote of 5-0.

In the administration report Chief Bailey went over all the different items that were worked on this past month by staff. Chief Bailey advised that we need to start getting items to finish the expansion such as furniture an such. Chief Bailey asked the Board to approve up to \$30,000.00 for office furniture as we did not have the exact amount yet. After much discussion it was decided to wait on an approval for furniture till the board knows the exact amount. Also, Chief advised the board the 2nd meeting of Commissioners from Duette & Parrish is scheduled for May and is to be held at Parrish's station.

Chairman Chitty called for Commissioner comments, Commissioner Dirling advised the Chief that he is receiving several phone calls regarding the \$80.00 for fire that was posted on the Next-door app. Commissioner Dirling advised that we need to put out there that this \$80.00 for fire survey is to help staffing for station 2, also to push the turning our Firefighters into Paramedics. Commissioner Dirling asked about why we purchased the radios from the Impact Fee instead of General. Chief Bailey and Commissioner Trompke both advised we were not getting rid of our old radios as we still need them to communicate with Hillsborough Fire Rescue on calls as the radio dept has not programed our new radios with the frequencies from Hillsborough.

With no further business for the board, Commissioner Combee motioned to adjourn the meeting, seconded by Commissioner Webb, and carried by a vote of 5-0. Meeting adjourned at 7:50 P.M.

ATTEOT.	CHAIRMAN	
ATTEST:		
SECRETARY	_	

March 18, 2020

The Board of Commissioners of the Parrish Fire District met in emergency session on Friday, March 18, 2020, at 5:00 P.M. in the Commission Chamber.

Present were: Edward G. Chitty Chairman

Kevin L. Webb
Holly B. Combee
Jeff A. Dirling
Stacey S. Bailey
Vice-Chairman
Commissioner
Commissioner
Fire Chief

Absent were: Steven M. Trompke Commissioner

Chairman Chitty opened the emergency meeting of the Parrish Fire Commission.

Chairman Chitty advised the board of the necessity of declaring an emergency for the Parrish Fire District and adopting a resolution giving the Fire Chief certain authority during the state of emergency.

RESOLUTION NO. 2020-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARRISH FIRE DISTRICT OF MANATEE COUNTY, FLORIDA, DECLARING A STATE OF EMERGENCY, DUE TO COVID-19 AUTHORIZING EMERGENCY POWERS TO THE FIRE CHIEF, AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Webb to approve Resolution No. 2020-01, seconded by Commissioner Combee and carried by a vote of 3-1. Commissioner Dirling voting no

Commissioner Combee motioned to adjourn the emergency meeting, seconded by Commissioner Webb and carried by a vote of 4-0. Meeting adjourned at 5:10 pm.

	CHAIRMAN	
ATTEST:		
SECRETARY		

AGENDA PAGE NUMBER NUMBER

3 N/A Minutes of February 25, 2020

COMMISSION ACTION NECESSARY

Motion to approve minutes. Second. Vote.

4 N/A Minutes of March 18, 2020 Emergency Meeting

COMMISSION ACTION NECESSARY

Motion to approve minutes. Second. Vote.

5 N/A Public comment

All citizens wishing to speak to the Commission on an agenda item or a future agenda item must complete a speaker card. A citizen, after being recognized by the Chairman, should come to the podium and, for the public record, state their name and address and state whether they are in favor of or against the agenda item they wish to address. The length of time each citizen may address the Board of Commissioners shall be limited to two (2) minutes

6 1-4 Florida Personal Growth Income Resolution 2020-02

Establishing the methodology for the average annual growth Rate in Florida personal income over the previous five years for increasing non-advalorem fire assessment charges within The district for the 2020 tax year.

COMMISSION ACTION NECESSARY

Motion to approve/disapprove Resolution 2020-02 Second, Vote.

7	5-7	Public Hearing for Fire Assessments 2020-2021
		COMMISSION ACTION NECESSARY Open public hearing on fire assessments
		Public comment
		COMMISSION ACTION NECESSARY Motion to close public hearing. Second. Vote.
		COMMISSION ACTION NECESSARY Motion to approve/disapprove Resolution 2020-03 Second, Vote.
8	insert	Fiscal Audit 2018-2019
		COMMISSION ACTION NECESSARY Motion to approve/disapprove Fiscal Audit 2018-2019 Second, Vote.
9	8-18	IT Interlocal Agreement with Manatee County A 5-year replacement plan, with a annual payment they will maintain all truck computers & software.
		COMMISSION ACTION NECESSARY Motion to approve/disapprove Resolution 2020-04 Second, Vote.
10	19-22	Financial Report – February & March 2019
		COMMISSION ACTION NECESSARY Motion to approve/disapprove Financial Report Second, Vote.
11	N/A	Administration Report:
		COMMISSION ACTION NECESSARY None - Information Only

PARRISH FIRE DISTRICT

Methodology for determining (PIG) rate

https://www.bea.gov/

Tools

Interactive Data

Regional Data - GDP & Personal Income

Begin Using the data...

Annual Personal Income and Employment By State

Personal Income, Population, Per Capita Personal Income, Disposable Personal Income, and Per Capita Disposable Personal Income (SAINC1/SAINC51)

SAINC1 – Personal Income Summary: Personal Income, Population, Per Capita Personal Income

Area - Florida

Statistics – Personal income (millions of dollars)

Unit of Measure - Percent change from preceding period

Next Step

Time Period - Previous 5 years

Add the five numbers together and divide by 5.

Bureau of Economic Analysis

SAINC1 Personal Income Summary: Personal Income, Population, Per Capita Personal Income

Personal income (Percent change from preceding period)

State or DC

GeoFips GeoN	ame	1929-1930	1930-193	1 1931-19	32 1932-1	933 1933-	1934 1934	I-1935 193	5-1936 19	36-1937	
12000 Florid	la [-8.3	-13	.9 -1	8.6	-7.0	23.0	10.6	22.6	12.1	
GeoFips GeoN	ame	1937-1938	1938-1939	1939-1940	1940-1941	1941-1942	1942-1943	1943-1944	1944-1945	1945-1946	1946-1947
12000 Floric	-	-1.7	11.6	10.5	26.3				4.1	-2.9	
GeoFips GeoN	ame	1947-1948		1949-1950		1951-1952	1952-1953	1953-1954	1954-1955	1955-1956	1956-1957
12000 Floric	-	5.4		14.2	13.1	13.2		5.4	14.4	15.9	
GeoFips GeoN	ame	1957-1958	1958-1959	1959-1960	1960-1961	1961-1962	1962-1963	1963-1964	1964-1965	1965-1966	1966-1967
12000 Floric	la [8.7	10.4	4.8	6.0	8.0	7.3	9.4	9.3	9.7	10.6
GeoFips GeoN	ame	1967-1968	1968-1969	1969-1970	1970-1971	1971-1972	1972-1973	1973-1974	1974-1975	1975-1976	1976-1977
12000 Floric	la	15.0	15.9	13.1	12.3	15.1	16.5	12.5	8.9	9.3	12.0
GeoFips GeoN	ame	1977-1978	1978-1979	1979-1980	1980-1981	1981-1982	1982-1983	1983-1984	1984-1985	1985-1986	1986-1987
12000 Florid	la	15.3	15.0	17.9	15.9	8.1	10.4	11.4	9.4	8.2	8.3
GeoFips GeoN	ame	1987-1988	1988-1989	1989-1990	1990-1991	1991-1992	1992-1993	1993-1994	1994-1995	1995-1996	1996-1997
12000 Florid	la [9.8	11.3	6.8	4.2	5.9	6.0	5.4	7.5	6.5	5.9
GeoFips GeoN	ame	1997-1998	1998-1999	<u>1999-2000</u>	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007
12000 Florid	la	7.9	4.9	8.3	5.1	3.3	5.1	8.8	9.5	8.7	4.1
GeoFips GeoN	ame	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
12000 Florid	la [0.0	-6.1	6.2	5.5	3.8	0.3	7.6	7.0	2.9	6.5
GeoFips GeoN	ame	2017-2018	2018-2019	9							_
12000 Floric	la [6.2	2 4	.7 (Ad	ded tog	other-	total =	27.3	÷ 5	- 5	.46)

Legend / Footnotes:

Note-- All dollar estimates are in millions of current dollars (not adjusted for inflation). Calculations are performed on unrounded data. Last updated: March 24, 2020-- new statistics for 2019; revised statistics for 2010-2018.

RESOLUTION 2020-02 PARRISH FIRE DISTRICT

A RESOLUTION OF THE PARRISH FIRE DISTRICT OF MANATEE COUNTY, FLORIDA; ESTABLISHING THE METHODOLOGY FOR THE AVERAGE ANNUAL GROWTH RATE IN FLORIDA PERSONAL INCOME OVER THE PREVIOUS FIVE YEARS FOR INCREASING NON-ADVALOREM FIRE ASSESSMENT CHARGES WITHIN THE DISTRICT FOR THE 2020 TAX YEAR; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parrish Fire District ("District") is a tax-supported special purpose district authorized under the provisions of Chapters 189 and 191, Florida Statutes (Fla. Stat.) and Chapter 2004-400, Laws of Florida; and

WHEREAS, pursuant to general law and its enabling legislation, the District is authorized to levy non-ad valorem fire assessments within the District's jurisdictional boundaries; and

WHEREAS, Section 191.009(2), Fla. Stat., provides that non-ad valorem assessment rates set by the District's Board of Fire Commissioners may exceed the maximum rates established by the previous year's resolution, in an amount not to exceed the average annual growth rate in Florida personal income over the previous five years; and

WHEREAS, the District has historically used information provided by the United States Department of Commerce's Bureau of Economic Analysis ("BEA") to establish the average annual growth rate in Florida personal income over the previous five years; and

WHEREAS, the District's Board of Fire Commissioners has evaluated the methodology of using the BEA data to determine the average growth rate in Florida personal income; and

WHEREAS, the District's Board of Fire Commissioners has considered that other local governments and special districts throughout the State of Florida establish the average annual growth rate in Florida personal income over the previous five years using the data provided by the BEA and find that the methodology of using the BEA data is legitimate for this purpose; and

WHEREAS, the District's Board of Fire Commissioners finds that there is a public purpose and it is in the public's best interest to establish the average annual growth rate in Florida personal income over the previous five years using the data provided by the BEA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of Parrish Fire District, Manatee County, Florida, that:

1. The above stated recitals are true and correct and are hereby fully incorporated herein.

- 2. For the purpose of determining increases in non-ad valorem fire assessments charges within the District for the 2020 tax year, the District shall establish the average annual growth rate in Florida personal income over the previous five years using the data provided by the United States Department of Commerce's Bureau of Economic Analysis.
- 3. The District may evaluate and assess this methodology for establishing the average annual growth rate in Florida personal income over the previous five years on an annual basis and make future adjustments if necessary.
- 4. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public meeting this the 28th day of April 2020.

PARRISH FIRE DISTRICT

	Edward G. Chitty, Chairman	
ATTEST:		
Holly B. Combee		
Secretary		

RESOLUTION NO. 2020-03

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARRISH FIRE DISTRICT ADOPTING FIRE ASSESSMENT RATES FOR 2021, AUTHORIZING REVIEW OF THE FIRE ASSESSMENT ROLL, DESIGNATING AN INDIVIDUAL TO REVIEW AND TRANSMIT FIRE ASSESSMENT ROLL TO THE MANATEE COUNTY PROPERTY APPRAISER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Parrish Fire District, is a tax supported special purpose district authorized under the provisions of Florida Statue Chapter 191 and Chapter 2004-400 and is empowered by the Florida Legislature to charge a fire assessment on all taxable real property; and,

WHEREAS, the Board of Fire Commissioners held a properly advertised public hearing on April 28, 2020, in accordance with Chapter 2004-400 F.S. and,

WHEREAS, the provisions of Chapter 2004-400 F.S., as amended, require that the Board of Fire Commissioners adopt by resolution the fire assessment rates to be charged to each category of taxable real property; and,

WHEREAS, the rates to be charged can exceed the maximum amounts as set forth within the enabling legislation, as allowed by Chapter 191;

WHEREAS, certain properties are given total exemptions to ad valorem taxes by the Manatee County Property Appraiser's Office and shall also be given total exemption from non-ad valorem assessments by the Parrish Fire District,

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of Parrish Fire District that the special fire assessment within Parrish Fire District for the 2020-2021 tax year shall be as follows:

NOTE: A 20% Improved Hazard Rating will be granted to residential/Condominia buildings and structures under 10,000 S.F. equipped with complete internal fire suppression facilities (fire alarm and sprinkler system) as follows:

CATEGORY	2422	INCENTIVE
	RATE	RATE
Residential:		
<u>Vacant Platted Lot</u> – 0000,0001,0002,0003,0008,0040,0041, 0050,0055,0900,0901,0910,0940,0941 (assessed as platted lot or un-subdivided acreage as applicable)	14.26	
Vacant UnPlatted less than 10 acres - 0010; more than 10 acres -	4.99	
(per acre)		
Single Family Residential/Condominia -		
0100, 0101, 0108, 0164, 0400, 0408, 0409, 0410 & 0464	206.82	157.94
First & Second Floor (per unit)	206.82	167.72
Third Floor (per unit) FL3	259.55	209.96
Fourth Floor (per unit)	312.28	
Fifth Floor (per unit)	365.01	
Sixth Floor and above (per unit)	417.74	
Single Family Residential/Condominia/mobile home on acreage	4.99 acre	5
0105, & 0210	+206.82	

CATEGORY	RATE	INCENTIVE RATE
Multi-Family Residential - 0110, 0300, 0301, 0600, 0700,0800,		
0801, 0803, 0805, & 0864	206.82	160.47
Mobile Homes/Lots - 0201, 0202, 0203, 0264, 0411, 0412, 0413,		
0501, 0502, & 0503	206.82	
Mobile Homes Parks - 2802	206.82	
Travel Trailer Parks/RV (per space) - 0720, 2805,3600 & (mixed	28.53	
use)	+4.99	
Out Buildings	28.53	
Commercial/Industrial:		
Vacant Common Area - 1033, 1040, 1041	4.99	
Vacant Platted Lot - 1000, 1001, 1004, 4000, & 7000 (assessed		
as platted lot or un-subdivided acreage as applicable)	14.26	
Golf Courses & Driving Ranges - 3800	4.99	
Golf Course Support Facilities – 3810, 0938	4.99	

Commercial /Industrial

The base assessment for all commercial and Industrial buildings and structures shall be \$206.82 for the first 1000 square feet on a parcel. The schedule for above 1000 square feet are as follows below:

Commercial/Industrial
A 20% Improved Hazard Rating will be granted to buildings and structures under 10,000 S.F. equipped with complete internal fire suppression facilities (fire alarm and sprinkler system). Base assessment shall be \$157.94 for the first 1000 square feet on a parcel.

Note: A parcel utilized for multiple hazard classifications may vary the assessment in accordance with actual categories. Orion 1000 S.E. Aggaggment

Over 1000 S.F.	Assessment:
S.F.	Incentive S.F.
<u>assessment</u>	assessment
0.206	0.153
0.206	0.153
0.206	0.153
0.206	0.153
0.206	0.153
0.206	0.153
0.206	0.153
	S.F. assessment 0.206 0.206 0.206 0.206 0.206

Resolution 2020-03

Acreage	/Agricultural:

Per acre with total not to exceed \$1,211.37 on any one parcel.	RATE
<u>Un-subdivided Acreage/Improved</u> – 5000, 5010, 5100, 5020, 5030, 5350, 5600, 6000, 6600, 6610, 6700, 6900, 9600, 9700,	
9900, 9902 & 9908	4.99
Solar Fields – 5040, & 9901	100.00 per Acre

CATEGORY

No Assessments

The following parcels are hereby not levied a non-ad valorem fire assessment:

Vacant Unusable Tract - 0009, 1009, & 9909	0.00
Mobile Home Attachments – 2832	0.00
Churches & Parsonages – 7100 & 7101	0.00
Forest, Parks, Recreation Area – 8082 & 8200	0.00
Public Schools, Colleges, Hospitals - 8083, 8084, 8085, 8300,	
8400, & 8500	0.00
County, State, federal, Municipal – 8086, 8087, 8088, 8089,	
8600, 8700, 8800, 8900 & 8909	0.00
Military – 8081 & 8100	0.00
Railroads – 9800	0.00
Subsurface Rights & Rights-of-way – 9300, 9400 & 9401	0.00
Rivers, Lakes, & Submerged Lands – 9500	0.00
Government Owned Land – 9000 & 9002	0.00

Properties given total exemptions to ad valorem taxes by Manatee County Property Appraiser's Office shall also be given a total exemption from non-ad valorem assessments by Parrish Fire District.

BE IT FURTHER RESOLVED, the Board of Fire Commissioners hereby authorize Stacey S. Bailey, Chief, or his designee, to review the fire assessment roll and note any corrections and or adjustments to the fire assessment roll against each parcel of property within the District. Such authorization includes the authority to transmit the fire assessment roll, including corrections and adjustments, to the Manatee County Property Appraiser for the purpose of placing it on the tax roll.

ADOPTED by the Parrish Fire District Board of Commissioners, meeting in regular session this 28th day of April 2020.

EDWARD G. CHITTY, CHAIRMAN
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INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

This Interlocal Agreement for Information Technology Services ("Agreement") is made and entered into by and between NORTH RIVER FIRE DISTRICT, an independent special fire control district located in Manatee County, Florida; SOUTHERN MANATEE FIRE RESCUE DISTRICT, an independent special fire control district located in Manatee County, Florida; WEST MANATEE FIRE AND RESCUE DISTRICT, an independent special fire control district located in Manatee County, Florida; EAST MANATEE FIRE RESCUE DISTRICT, an independent special fire control district located in Manatee County, Florida; PARRISH FIRE DISTRICT, an independent special fire control district located in Manatee County, Florida; CEDAR HAMMOCK FIRE CONTROL DISTRICT, an independent special fire control district located in Manatee County, Florida; DUETTE FIRE AND RESCUE DISTRICT, an independent special fire control district located in Manatee County, Florida; TRAILER ESTATES FIRE CONTROL DISTRICT, an independent special fire control district located in Manatee County, Florida; MYAKKA CITY FIRE CONTROL DISTRICT, a dependent fire district located in Manatee County, Florida (collectively hereinafter the "Fire Districts"); and MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "COUNTY") (each a "Party" and collectively the "Parties").

WHEREAS, Section 163.01(2), Florida Statutes, authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Section 191.006(13), Florida Statutes, also authorizes independent special fire control and rescue districts to contract with other governmental agencies, as necessary, convenient, incidental, or proper in connection with providing effective mutual aid and furthering any power, duty, or purpose authorized by this act; and

WHEREAS, the County made, and continues to make, substantial financial investment in information technology services to enhance the public safety and welfare of the County's residents, businesses and visitors by providing effective, reliable, and quality information technology services for the many governmental entities and operations, including public safety agencies, which rely on information technology services to provide their services; and

WHEREAS, the Fire Districts desire to coordinate with the County and maximize inter-operability and operational efficiencies using County information technology services, technologies, standards and best practices for the citizens and visitors of Manatee County; and

WHEREAS, the Parties find it is in the best interest of the public to enter into this Agreement which sets forth the rights and obligations of the Parties to provide information

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technology services and equipment, and recover the associated costs for such services and equipment; and

WHEREAS, this Interlocal Agreement is for the benefit of the general public and in the best interest of the health, safety, and welfare of the citizens of Manatee County and Fire Districts.

- **NOW, THEREFORE,** in consideration of the premises and the mutual covenants expressed herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:
- **Article 1.** Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.
- **Article 2. Exhibits.** This Interlocal Agreement consists of a primary contract and one (1) exhibit, which is as follows:

Exhibit 1 Service Level Agreement

This Exhibit is attached hereto and incorporated into this Interlocal Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and the Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

- Article 3. Purpose and Intent of Agreement. The purpose and intent of this Agreement is to define the rights and obligations of the Parties for the provision of County information technology services ("Services") for use by the Fire Districts, including but not limited to, the procurement, installation, administration, operation, maintenance, and future replacements of technology components ("Technology Refresh").
- **Article 4. Definitions.** Definitions set forth in Part III of Chapter 401, Florida Statutes, as amended, are hereby incorporated by reference.

Article 5. Responsibilities and Obligations of the Parties.

- 5.1 County shall procure, install, and maintain equipment for the Fire Districts in accordance with Exhibit 1, the Service Level Agreement ("SLA"). Notwithstanding the procurement of same, the equipment shall be owned by the individual Fire District for which it was purchased.
- 5.2 The cost and payment terms for the Services provided shall be in accordance with the SLA; and shall be invoiced by County to each Fire District for actual Services performed. The County's invoices shall be paid by each Fire District upon receipt of invoice in accordance with Chapter 218, Florida Statutes, Florida's Prompt Payment Act.
- 5.3 The Parties agree to adhere to the Technology Refresh cycles in accordance with the SLA, and to provide the necessary funding to replace antiquated, unsupported,

incompatible or non-maintainable equipment unique to each Fire District, and needed for the effective provision of the Services.

- 5.4 Services may be expanded in the future to include other information technology services as provided by County in support of its business operations.
- 5.5 The County's Information Technology Services Director, with oversight by the County Administrator, may develop, and from time to time revise the SLA for the purposes of adding or removing Services, and for adjustments to the fee schedule to be paid by the Fire Districts for the cost of requested Services. Any amendments to the SLA shall be in accordance with Article 17 herein.
- 5.6 The Parties recognize that communication and coordination about anticipated expenditures provided for by this Agreement is integral to the Fire Districts' ability to annually budget and appropriate funds to pay the County for such expenditures. The County shall notify the Fire Districts no later than April 30 of each fiscal year of the estimated equipment expenditures, SLA modifications, and known fee schedule adjustments that may increase the Fire Districts' annual costs of Services. The County shall also coordinate with the Fire Districts in advance of any required equipment purchases and notify the Fire Districts of any updates or changes in vendor pricing that may additionally increase the Fire Districts' annual expenditures for the provision of Services.
- **Article 6.** Relationship of Parties. The relationship of County to Fire Districts shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to a Party, its agents, or Employees any rights, interest or status as an employee of the other Party.

Article 7. Indemnification and Limitations of Liability.

- 7.1 To the extent permitted by applicable Florida law and without waiving sovereign immunity, each Party shall indemnify, defend, save and hold harmless the other Party, its Employees and agents, from and against any and all third-party claims, damages, liabilities, demands, losses and expenses, including attorneys' fees and costs, arising out of, resulting from, or connected with any act, omission, failure to act, negligence or fault relating to the indemnifying Party's acts and responsibilities provided for in this Agreement. Notwithstanding the foregoing, any liability arising under this section shall be limited to the amounts set forth in Section 768.28, Florida Statutes, regardless of whether the claim arises in tort, contract, or otherwise.
- 7.2 All the privileges and immunities from liability, exemptions from law, ordinance, resolutions and rules, and all pensions and relief, disability, workers' compensation and other benefits that apply to the activity of an Employee when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury of Employees, and for loss or damage of equipment, shall be borne by the Party employing such Employees, and owning or possessing such equipment.

- 7.3 Nothing herein shall be interpreted as a waiver by the Parties of their respective rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statutes or immunities. Each Party to this Agreement expressly reserves these rights to the full extent allowed by law.
- Article 8. Powers, Privileges, and Immunities. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of a Party to the other Party. The Parties shall have the same powers, duties, rights, privileges, and immunities as if they were performing those services in the jurisdiction in which they are normally employed, and as provided by applicable law. The privileges and immunities from liability, exemptions from laws, ordinances and rules, and other pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of the Parties, as when performing their duties within its jurisdiction, shall apply to them to the same degree, manner and extent while engaged in the performance of services extraterritorially under the provisions of this Agreement, and as provided by applicable law.
- Article 9. Effective Date and Term. This Agreement shall become effective on the date of execution by the last Party ("Effective Date") and remain in effect for five (5) years unless otherwise terminated pursuant to Article 10. The Parties reserve the right to extend the term of this Agreement for two (2) additional two (2) year terms upon mutual agreement.
- **Article 10. Withdraw.** A Party may withdraw from this Agreement upon one-hundred and eighty (180) days written notice to the Parties.
- Article 11. Severability. In the event that any part or provision of this Agreement is deemed invalid, illegal, unenforceable or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.
- Article 12. Applicable Law and Venue. The laws of the State of Florida shall govern this Agreement and venue for any suit involving this Agreement shall be in Manatee County, Florida.

Article 13. Dispute Resolution.

In the event of a dispute between the County and one or more of the Fire Districts to this Agreement, the disputing parties agree that their respective designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the County Administrator or designee for the County, and the Fire Chief of the respective Fire District. In the event the County Administrator or designee and Fire Chief are unable to resolve the dispute, only then shall the dispute be resolved in accordance with the directive of the "Florida Governmental Conflict Resolution Act," Chapter 164 of the Florida Statutes. Notwithstanding the foregoing, nothing herein shall require all of the Fire Districts to this Agreement to participate in the dispute resolution process if a dispute arises between one Fire District and the County.

Article 14. Attorney's Fees and Costs. In the event there is litigation arising under or related to this Interlocal Agreement, each Party shall pay its own attorney's fees and costs.

Article 15. Notices. All notices, demands, requests, and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, or via facsimile, or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered:

As to County:

As to Fire Districts:

North River Fire District

1225 14th Ave. West

Palmetto, Florida 34221

(941)721-6700

Attn: Fire Chief

Southern Manatee Fire Rescue District

2451 Trailmate Dr.

Sarasota, Florida 34243

(941) 751-7675

Attn: Fire Chief

West Manatee Fire & Rescue District

6510 3rd Ave. West

Bradenton, Florida 34209

(941) 761-1555

Attn: Fire Chief

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East Manatee Fire & Rescue District

3200 Lakewood Ranch Blvd.

Bradenton, Florida 34211

(941) 751-5611

Attn: Fire Chief

Parrish Fire District

12132 U.S. 301 Hwy. North

Parrish, Florida 34219

(941) 721-2093

Attn: Fire Chief

Cedar Hammock Fire Control District

5200 26th Street W.

Bradenton, Florida 34207

(941) 751-7090

Attn: Fire Chief

Duette Fire & Rescue District

35800 SR 62 E.

Duette, Florida 34219

(941) 776-9900

Attn: Fire Chief

Trailer Estates Fire Control District

6831 American Way

Bradenton, Florida 34203

(941) 758-6453

Attn: Fire Chief

Myakka City Fire Control District

26636 SR 70 East

Myakka City, Florida 34251

(941) 322-6525

Attn: Fire Chief

A Party may, by like notice, designate any further or different address to which subsequent notices shall be sent.

Article 16. Filing of Agreement. Upon execution of this Agreement by the Parties, this Agreement shall be filed with the Clerk of the Circuit Court.

Article 17. Entire Agreement and Amendments.

- 17.1 This Agreement shall constitute an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, and shall not in any manner be deemed to constitute a transfer of powers or functions.
- 17.2 Joint Preparation. The preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a Party.
- 17.3 Amendments. This Agreement may be amended only by a writing duly executed by the Parties and subsequent approval of the Manatee County Board of County Commissioners.
- 17.4 SLA Amendments. The SLA may be amended to add or remove services, and to reflect changes in costs for the provision of the Services; which will be communicated to the Parties in writing for budget planning.
- 17.5 Other Interlocal Agreements. This Agreement does not prohibit a Party from entering into interlocal agreements with other governmental entities that serve to enhance their services.

Article 18. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

Article 19. Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Interlocal Agreement is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

Article 20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors of the Parties. Notwithstanding, the Fire Districts shall not enter into any agreement with a third party or assign or delegate any of its respective rights or responsibilities herein without the prior written approval of the County.

Article 21. Execution of Agreement. This Agreement shall be executed in duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute the same instrument.

Article 22. Compliance with Laws. All services performed under this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. The Parties shall have and keep current at all times during the term of this Interlocal Agreement all licenses and permits as required by law. Should any provision of this Agreement be determined to be inconsistent with applicable local, state or federal law, the Parties shall promptly amend such provisions as necessary to comply with the applicable law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below.

a political subdivision of the State of Florida
By: its Board of County Commissioners
Ву:
Chairperson

MANATEE COUNTY ELODIDA

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ATTEST	T: ANGELINA COLONNI	ESO	
	CLERK OF THE CIRC	CUIT COURT AND COMPTROL	LER
By:		·	
	Deputy Clerk		

ATTEST:	PARRISH FIRE DISTRICT
By:	By:
Name:	Name: Edward G. Chitty
Title:	Title: Chairman

Exhibit 1

Service Level Agreement

Mobile Gateway Service

Option 1	Replace an Existing Gateway Device		
	Includes: Sierra Wireless MG90 w/ Quick Release Bracket	\$	1,108.00
	Antenna w/ Mounting and Cables	\$	192.00
	Hardware / Software Installation	\$	380.00
	ITS Maintenance & Support (Pro-rated on Calendar Year)	\$	125.00
	Transfer Client Server License	includ	ied
	Transfer Vendor Warranty / Software Upgrades / Server	includ	ied
	Total One Time Costs (per device):	\$	1,805.00
Option 2	Install a New Gateway Device		
	Includes: Sierra Wireless MG90 w/ Quick Release Bracket	\$	1,108.00
	Antenna w/ Mounting and Cables	\$	192.00
	Hardware / Software Installation	\$	380.00
	ITS Maintenance & Support (Pro-rated on Calendar Year)	\$	125.00
	Client / Server License	, \$	264.00
	Vendor Warranty / Software Upgrades / Server	\$	150.00
	Total One Time Costs (per device):	\$	2,219.00
Recurring	Technology Refresh / Maintenance & Support		
	Includes: ITS Maintenance & Support	\$	125.00
	Vendor Warranty / Software Upgrades / Server	\$	150.00
	Technology Refresh (Hardware / Software / Installation)	\$	420.00
	Total Annual Recurring Costs (per device):	\$	695.00

Recurring Cost Maintains the Service & Gateway Device through its Entire Life Cycle (Currently 5 Years)

Provides a Sustainable Business Model for the Replacement of the Gateway Device at End of Life (EOL)

Annual Recurring Cost is Funding Neutral and may be Adjusted (Up or Down) Based on Market Fluctuations

Payment Terms

Annual Recurring Costs will be Invoiced to each Fire District on January 1st based on the Number of Gateway Devices in use by the invoiced Fire District

Payments Due and Payable - Net 45 Days Upon Receipt of Invoice

Scope of Work

Includes full Life Cycle Management of each Gateway Device
Procurement, Installation, Administration, Operation, Maintenance, and Technology Refresh

Service Levels

Services Covered under ITS Routine Maintenance and Support:

Hardware & Software Device Failures / Patch Management / Software & Firmware Updates / Cyber-Security Provisioning

Monday through Friday (8 am to 5 pm): Call Radio Shop at 941-748-5501

Same Day: Best Effort / Next Business Day: Guarantee

T&M for Services Not Covered:

Damage Outside of Normal Wear and Tear, Equipment Removal, Relocation, and Customization

Monday through Friday (8 am to 5 pm): \$85 per Hour

After-hours / Weekends: \$130 per Hour

Invoicing for T&M Services will be Billed upon Completion of Work Payments Due and Payable – Net 45 Days upon Receipt of Invoice

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PARRISH FIRE DISTRICT Budget vs. Actual October 2019 through February 2020

	Oct '19 - Feb 20	Budget	\$ Over Budget
Income			
4110 · Tax Revenue	1,547,402.87	1,647,377.00	-99,974.13
4210 · Interest Income	578.05	.,,	00,074.10
4310 · Miscellaneous Income	21,838.03	23,300.00	-1,461.97
4320 · FEMA	0.00	21,000.00	-21,000.00
4410 · User's Fee	2,750.00	2,000.00	750.00
Total Income	1,572,568.95	1,693,677.00	-121,108.05
Gross Profit	1,572,568.95	1,693,677.00	-121,108.05
Expense			
7100 · Salaries & Overtime	479,084.17	1,118,870.00	-639,785.83
7102 · FF Supp.	0.00	0.00	0.00
7130 · 941 Taxes	36,022.52	78,000.00	-41,977.48
7150 · Employee Retirement	113,676.71	276,060.00	-41,977.46 -162,383.29
7180 · Accounting & Bk Chgs	-189.86	0.00	-102,363.29 -189.86
7190 · Capital Expenditures	68,640.85	138,000.00	-109.00 -69,359.15
7210 · Commissioners' Honorari	1,500.00	6,000.00	·
7250 · Communications	4,506.11	·	-4,500.00 3,403.00
7270 · Dues & Licenses	4,037.24	8,000.00	-3,493.89
7310 · Fire Prevention	149.43	6,000.00	-1,962.76
7360 · Gas, Diesel & Oil	3,994.62	5,000.00	-4,850.57
7410 · Insurance	3,994.02	10,000.00	-6,005.38
7411 · Dental	2 442 42	E 000 00	0.700.57
7411 Delital 7412 · Health	2,413.43	5,200.00	-2,786.57
7412 · Fleath 7413 · Liability	74,596.18	84,000.00	-9,403.82
7413 • Elability 7414 • Workman's Comp.	28,590.56	40,000.00	-11,409.44
7414 • Workman's Comp. 7410 • Insurance - Other	26,924.65 0.00	32,000.00 0.00	-5,075.35 0.00
Total 7410 · Insurance			
	132,524.82	161,200.00	-28,675.18
7450 · Medical Supplies	344.66	4,000.00	-3,655.34
7460 · Medical Testing	3,430.00	6,000.00	-2,570.00
7500 · Household Supplies	882.38	2,500.00	-1,617.62
7510 · Miscellaneous Supplies	1,021.02	2,000.00	-978.98
7570 · Printing & Office	635.87	4,000.00	-3,364.13
7610 · Professional Services/Le	18,569.05	30,000.00	-11,430.95
7620 · R & M-Equipment	7,221.91	12,000.00	-4,778.09
7630 · R & M-Radios	0.00	8,000.00	-8,000.00
7640 · R & M-Station	6,147.43	10,000.00	-3,852.57
7650 · R & M-Vehicles	7,567.94	18,000.00	-10,432.06
7690 · Refund	167.72	500.00	-332.28
7710 · Fire Equipment & Tools	0.00	9,000.00	-9,000.00
7730 · Training & Education	4,734.24	10,000.00	-5,265.76
7740 · Travel	684.75	500.00	184.75
7760 · Uniforms & Gear	326.46	10,000.00	-9,673.54
7810 · Utilities	4,299.85	14,000.00	-9,700.15
7850 · Volunteer P/R	0.00	3,000.00	-3,000.00
Total Expense	899,979.89	1,950,630.00	-1,050,650.11
Net Income	672,589.06	-256,953.00	929,542.00

PARRISH FIRE DISTRICT-IFF Budget vs. Actual October 2019 through February 2020

	Oct '19 - Feb 20	Budget	\$ Over Budget
Income			
5110 · Impact Fees Collected	119,689.00	150,000.00	-30,311.00
5210 · Interest IFF	0.00		00,011.00
5310 · Misc. Income	0.00		
Total Income	119,689.00	150,000.00	-30,311.00
Cost of Goods Sold			
50000 · Cost of Goods Sold	0.00		
Total COGS	0.00		_
Gross Profit	119,689.00	150,000.00	-30,311.00
Expense			
1160 · Pre Paid Expenses	0.00		
66000 · Payroll Expenses	0.00		
9000 · Due other Funds	0.00		
9120 · Architect	0.00		
9130 · Attorney	1,760.00	10,000.00	-8,240.00
9140 · Bank charges	0.00	•	,
9210 · Loan	0.00		
9250 · Loan Interest	0.00		
9300 · Capital Expenditures	24,290.15	335,000.00	-310,709.85
9410 · Engineer	0.00		•
9470 · Refund of IFF	0.00		
9480 · Station 2	0.00		
Total Expense	26,050.15	345,000.00	-318,949.85
Net Income	93,638.85	-195,000.00	288,638.85

PARRISH FIRE DISTRICT Budget vs. Actual October 2019 through March 2020

	Oct '19 - Mar 20	Budget	\$ Over Budget
Income			
4110 · Tax Revenue	1,576,662.93	1,647,377.00	-70,714.07
4210 · Interest Income	578.05	, ,	·
4310 · Miscellaneous Income	23,933.03	23,300.00	633.03
4320 · FEMA	31,173.04	21,000.00	10,173.04
4410 · User's Fee	2,750.00	2,000.00	750.00
Total Income	1,635,097.05	1,693,677.00	-58,579.95
Gross Profit	1,635,097.05	1,693,677.00	-58,579.95
Expense			
7100 · Salaries & Overtime	566,584.73	1,118,870.00	-552,285.27
7102 · FF Supp.	0.00	0.00	0.00
7130 · 941 Taxes	42,601.90	78,000.00	-35,398.10
7150 · Employee Retirement	133,981.68	276,060.00	-142,078.32
7180 · Accounting & Bk Chgs	-203.76	0.00	-203.76
7190 · Capital Expenditures	74,663.57	138,000.00	-63,336.43
7210 · Commissioners' Honorari	3,000.00	6,000.00	-3,000.00
7250 · Communications	5,835.00	8,000.00	-2,165.00
7270 · Dues & Licenses	4,925.96	6,000.00	-1,074.04
7310 · Fire Prevention	212.15	5,000.00	-4,787.85
7360 · Gas, Diesel & Oil	4,952.82	10,000.00	-5,047.18
7410 · Insurance			
7411 · Dental	2,845.73	5,200.00	-2,354.27
7412 · Health	80,341.18	84,000.00	-3,658.82
7413 · Liability	31,287.56	40,000.00	-8,712.44
7414 · Workman's Comp.	29,295.23	32,000.00	-2,704.77
7410 · Insurance - Other	0.00	0.00	0.00
Total 7410 · Insurance	143,769.70	161,200.00	-17,430.30
7450 · Medical Supplies	344.66	4,000.00	-3,655.34
7460 · Medical Testing	3,430.00	6,000.00	-2,570.00
7500 · Household Supplies	1,322.10	2,500.00	-1,177.90
7510 · Miscellaneous Supplies	1,301.43	2,000.00	-698.57
7570 · Printing & Office	635.87	4,000.00	-3,364.13
7610 · Professional Services/Le	23,249.05	30,000.00	-6,750.95
7620 · R & M-Equipment	7,466.56	12,000.00 8,000.00	-4,533.44
7630 ⋅ R & M-Radios 7640 ⋅ R & M-Station	0.00 6,541.88	10,000.00	-8,000.00 -3,458.12
7650 · R & M-Vehicles	8,846.53	18,000.00	-9,153.47
7690 · Refund	167.72	500.00	-332.28
7710 · Fire Equipment & Tools	1,015.00	9,000.00	-7,985.00
7730 · Training & Education	4,734.24	10,000.00	-5,265.76
7740 · Travel	684.75	500.00	184.75
7760 · Uniforms & Gear	10,441.53	10,000.00	441.53
7810 · Utilities	5,219.18	14,000.00	-8,780.82
7850 · Volunteer P/R	0.00	3,000.00	-3,000.00
Total Expense	1,055,724.25	1,950,630.00	-894,905.75
Net Income	579,372.80	-256,953.00	836,325.8

PARRISH FIRE DISTRICT-IFF Budget vs. Actual

Accrual Basis

October 2019 through March 2020

	Oct '19 - Mar 20	Budget	\$ Over Budget
Income			
5110 · Impact Fees Collected	178,189.00	150,000.00	28,189.00
5210 · Interest IFF	0.00	100,000.00	20, 103.00
5310 · Misc. Income	1,709.45		
Total Income	179,898.45	150,000.00	29,898.45
Cost of Goods Sold			
50000 · Cost of Goods Sold	0.00		
Total COGS	0.00		
Gross Profit	179,898.45	150,000.00	29,898.45
Expense			
1160 · Pre Paid Expenses	0.00		
66000 · Payroll Expenses	0.00		
9000 · Due other Funds	0.00		
9120 · Architect	0.00		
9130 · Attorney	1,760.00	10,000.00	-8,240.00
9140 · Bank charges	0.00	,	-,_ ::::•
9210 · Loan	0.00		
9250 · Loan Interest	0.00		
9300 · Capital Expenditures	27,760.15	335,000.00	-307,239.85
9410 · Engineer	0.00	•	,
9470 · Refund of IFF	0.00		
9480 · Station 2	0.00		
Total Expense	29,520.15	345,000.00	-315,479.85
Net Income	150,378.30	-195,000.00	345,378.30