



## **AGENDA**

### **CITY COUNCIL MEETING - REGULAR SESSION-**

**MONDAY, JULY 01, 2024 at 9:00 AM**

**Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.**

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#### **I. CALL TO ORDER**

A. Invocation

B. Pledge of Allegiance

#### **II. APPROVE AGENDA**

#### **III. APPROVE MINUTES**

A. June 17th, 2024 Meeting Minutes

#### **IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW**

#### **V. VISITORS – PUBLIC ADDRESSING THE COUNCIL**

##### **NON- AGENDA AUDIENCE**

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. . THIS IS NOT A QUESTION AND ANSWER SESSION. It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/or about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record

A. Danny Boyd - Code Enforcement/Hazardous Conditions

#### **VI. PLANNING & ENGINEERING**

#### **VII. OLD BUSINESS**

A. Ordinance Number 435 Second Reading, Public Hearing, and Approval.

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA PROHIBITING SMOKING AND VAPING IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

#### **VIII. NEW BUSINESS**

[A.](#) Resolution 24-35 - Division of Emergency Management- Statewide Mutual Aid Agreement

[B.](#) Waukesha Way Mini Beautification Grant

#### **IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION**

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

C. Employee Spotlight

#### **X. ADJOURN**

**Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.**



# **MINUTES**

## **CITY COUNCIL MEETING - REGULAR SESSION-**

### **MONDAY, JUNE 17, 2024 at 6:00 PM**

**Bonifay City Hall Council Meeting Room – 401 McLaughlin Ave**

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#### **I. CALL TO ORDER**

Mayor Larry Cook called the meeting to order at 6:00 pm.

##### **PRESENT**

Mayor Larry Cook  
Council Member James Sellers  
Council Member Shelley Carroll  
Council Member Rick Crews  
Council Member Eddie Dixon

Also present

City Clerk Rickey Callahan, City Attorney Jon Holloway, Deputy Clerk Tracy Walker, Executive Assistant Sierra Smith, Public Works Director Arron Taylor, Chief Plant Operator Matt Perry, and Chief of Police Johnny Whitaker

##### **A. Invocation**

City Clerk Rickey Callahan gave invocation.

##### **B. Pledge of Allegiance**

City Clerk Rickey Callahan led the Pledge of Allegiance.

#### **II. APPROVE AGENDA**

Motion made to approve the agenda by Council Member Crews, Seconded by Council Member Carroll.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

### **III. APPROVE MINUTES**

#### **A. June 3rd, 2024 Regular Session Minutes**

Motion made to approve the minutes of June 3, 2024 by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

### **IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW**

Motion made to approve Accounts Payable, Transfers, and Financial Sheets by Council Member Carroll, Seconded by Council Member Crews.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

### **V. VISITORS – PUBLIC ADDRESSING THE COUNCIL**

#### **NON- AGENDA AUDIENCE**

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. **THIS IS NOT A QUESTION-AND-ANSWER SESSION.** It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record

Richard Willsey addressed the council asking if the council or city employees have falsified documents, he asked about meeting notices, he asked what protections citizens have under 1st amendment rights, and spoke of novelistic writings for the police department.

Edna Feurtado, a local resident, asked about just having water turned on at 611 S. Oklahoma Street to water her garden.

### **VI. PLANNING & ENGINEERING**

Executive Assistant Smith stated Melvin Engineering is nearing 60% completion mark of the storm water park, and expect to hold the ground breaking the first of the year.

### **VII. OLD BUSINESS**

#### **A. Resolution 24-30**

City Clerk Callahan read the heading of Resolution 24-30.

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BONIFAY, FLORIDA TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH THE CONVEYANCE**

OF CERTAIN MUNICIPAL  
PROPERTY TO KIWANIS CLUB

Motion made to adopt resolution 24-30 by roll call vote by Council Member Crews, Seconded by Council Member Sellers.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

**VIII. NEW BUSINESS**

A. Resolution 24-25

City Clerk Callahan read the heading of Resolution 24-25.

A RESOLUTION OF THE CITY COUNCIL OF BONIFAY, FLORIDA TO APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE RESURFACING, RESTORATION AND REHABILITATION PROJECT OF STATE ROAD (SR) 10 (US 90) FROM EAST OF BANFILL AVENUE TO EAST OF HUBBARD STREET. - (FPID NUMBER 436269-2-52-01)

Motion made to adopt Resolution 24-25 by roll call vote by Council Member Crews, Seconded by Council Member Sellers.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

B. Authorize Mayor to issue RFP for design services regarding WWTP improvements

Motion made to approve authorizing Mayor Cook to issue RFP for design services regarding WWTP improvements by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

**IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION**

Items not listed on Formal Agenda.

A. Personnel Updates

Mayor Cook introduced Aaron Taylor, the new Public Works Director.

B. Department Updates

Executive Assistant Smith announced the Patriotic Celebration, with fireworks, to be held on July 7th.

City Clerk Callahan updated the Council on the City Hall renovations.

Mayor Cook announced that Executive Assistant Smith had the red light at 79 and Pennsylvania Avenue fixed so that eastbound and westbound traffic won't have to wait as long for a green light.

City Attorney Holloway advised the Council that there would be a demand for attorney fees on the Mayor Cook ethics case at the next Council meeting. A complaint was filed by a citizen against Mayor Cook and after the investigation was completed, no probable cause was found. He also stated that the City is legally responsible for Mayor Cook's legal fees.

Attorney Holloway stated that this case is one where citizens taking malicious actions costs the City money.

#### C. Employee Spotlight

### **X. ADJOURN**

Motion made to adjourn by Council Member Crews, Seconded by Council Member Sellers.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

Mayor Cook declared the meeting adjourned at 6:14 pm.

**Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.**

ORDINANCE NO. 435

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, PROHIBITING SMOKING AND VAPING IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bonifay, Florida (the "City") is a duly constituted municipality having such home rule power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, under section 386.209, Florida Statutes, the State legislature preempted the regulation of smoking to the State which prohibited municipalities and counties from regulating smoking within local parks; and

**WHEREAS**, effective July 1, 2022, the Florida legislature amended section 386.209, Florida Statutes, to allow municipalities to restrict smoking within the boundaries of public parks that are owned by such municipalities, except that they may not restrict the smoking of unfiltered cigars; and

**WHEREAS**, as noted in the reports cited in the staff analysis for HB 105 (2022) which amended section 386.209, Florida Statutes (and which are incorporated herein by reference), secondhand smoke can cause numerous health problems and has been causally linked to cancer and other fatal diseases; and

**WHEREAS**, various articles have reported that electronic smoking devices emit secondhand aerosol which contain nicotine, ultrafine particles and low levels of toxins that are known to cause cancer; and

**WHEREAS**, the City Council finds that the harmful impact of cigarette butts, secondhand smoke and secondhand aerosol at the City's parks are detrimental to park users and should be banned to the greatest extent allowed by law; and

**WHEREAS**, the City Commission finds and declares that the adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA:**

**SECTION 1. FINDINGS**

**WHEREAS**, tobacco use causes death and disease and continues to be an urgent public health threat, as evidenced by the following:

- The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide, including nearly half a million people who die prematurely from smoking in the United States alone<sup>1</sup>;

<sup>1</sup>U.S. Department of Health and Human Services. The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2014. Available at: [https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf\\_NBK179276.pdf](https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf).

- Tobacco use causes disease in nearly all organ systems and is responsible for an estimated 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease deaths in the United States<sup>2</sup>;
- The estimated economic damage attributable to smoking and exposure to secondhand smoke in the United States is nearly \$300 billion annually<sup>3</sup>;
- Despite significant progress, tobacco use remains the leading cause of preventable death and disease in the United States<sup>4</sup>;
- Specifically, in Florida, 29.4% of cancer related deaths are attributable to smoking.<sup>5</sup>
- Electronic vapor products have been found to contain nicotine, lead, formaldehyde, and thousands of other chemicals. These products damage DNA and harm parts of the brain responsible for learning and mental health.<sup>6</sup>

**WHEREAS**, secondhand smoke exposure is harmful and widespread, as evidenced by the following:

- Children exposed to secondhand tobacco smoke have an increased risk of sudden infant death syndrome, asthma, physical and cognitive developmental abnormalities, and cancer;
- The 2006 U.S. Surgeon General's report, "The Health Consequences of Involuntary Exposure to Tobacco Smoke," concluded that there is no safe level of exposure to secondhand smoke;
- The World Health Organization in 2007 declared that there is indisputable evidence that implementing 100% smoke-free environments is the only effective way to protect the population from the harmful effects of exposure to secondhand smoke;
- In Florida, 59% of children between ages 11 and 17 report being exposed to secondhand smoke from cigarettes or electronic vapor products;

**WHEREAS**, there is emerging evidence that exposure to the aerosol produced by a vapor-generating electronic device may be harmful, as evidenced by the following:

- E-cigarettes produce an aerosol that contains at least ten chemicals known to cause cancer, birth defects, or other reproductive harm.<sup>5</sup>
- Bystanders exposed to e-cigarette aerosol can also absorb its nicotine.<sup>6</sup>
- The aerosol is made up of a high concentration of ultrafine particles, and the particle concentration is higher than in conventional tobacco cigarette smoke.<sup>7</sup>

<sup>2</sup> *Id.*

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*

<sup>5</sup> California Tobacco Control Program, California Department of Public Health. State Health Officer's Report on E-Cigarettes: A Community Health Threat. Sacramento, CA. 2015. Available at: <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/Policy/ElectronicSmokingDevices/StateHealthEcigReport.pdf>.

<sup>6</sup> Ballbé M, Martínez-Sánchez JM. Cigarettes vs. E-Cigarettes: Passive Exposure at Home Measured by Means of Airborne Marker and Biomarkers. *Environmental Research* 2014;135:76–80 [accessed 2015 Jun 2].

<sup>7</sup> Fuoco, F.C.; Buonanno, G.; Stabile, L.; Vigo, P., "Influential parameters on particle concentration and size distribution in the mainstream of e-cigarettes," *Environmental Pollution* 184: 523-529, January 2014.



- Exposure to fine and ultrafine particles may exacerbate respiratory ailments like asthma and constrict arteries which could trigger a heart attack.<sup>8</sup>

**WHEREAS**, tobacco waste is a major, consequential, and persistent source of litter, as evidenced by the following:

- The roughly 6.3 trillion cigarettes smoked globally each year result in 300 billion packs that produce almost 2 million tons of wastepaper, cellophane, foil, and glue as well as trillions of butts littered across roadways, sidewalks, parks, and other green spaces<sup>9,10</sup>
- Both tobacco industry and peer-reviewed research found that most smokers admit littering their cigarette butts<sup>11</sup>, 53,54 for example, one study found 74.1% of smokers admitted littering cigarette butts at least once in their life and 55.7% admitted to littering them in the past month<sup>12</sup>;
- In an observational study of nearly 10,000 individuals, 65% of smokers disposed of their cigarette butts as litter<sup>13</sup>;
- Cigarette butts are perennially the most common form of litter collected during cleanup programs worldwide. For example, in 2018, cigarette butts made up nearly 16% of all litter collected through cleanup programs in the U.S. (809,538 out of 5,106,515 items)
- Cigarette butts are often cast onto sidewalks and streets, and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean<sup>14</sup>;
- As of August 2019, the U.S. Environmental Protection Agency recognizes nicotine- containing electronic smoking devices as acute hazardous waste when disposed properly<sup>15</sup>;

**WHEREAS**, cigarette butts, smokeless tobacco, and electronic smoking devices pose a health threat of poisoning to young children, as evidenced by the following:

<sup>8</sup> Grana, R; Benowitz, N; Glantz, S. "Background Paper on E-cigarettes," Center for Tobacco Control Research and Education, University of California, San Francisco and WHO Collaborating Center on Tobacco Control. December 2013.

<sup>9</sup> Novotny TE, Lum K, Smith E, Wang V, Barens R. Cigarettes Butts and the Case for an Environmental Policy on Hazard- ous Cigarette Waste. *Int J Environ Res Public Health*. 2009;6(5):1691-1705. doi: 10.3390/ijerph6051691.

<sup>10</sup> Novotny TE, Aguinaga Bialous S, Burt L, et al. The environmental and health impacts of tobacco agriculture, cigarette manufacture and consumption. *Bull World Health Organ*. 2015;93(12):877-880. doi: 10.2471/BLT.15.152744.

<sup>11</sup> Smith EA, Novotny TE. Whose Butt Is It? Tobacco Industry Research About Smokers and Cigarette Butt Waste. *Tob Control*. 2011;20(Suppl 1):i2-9. doi: 10.1136/tc.2010.040105.

<sup>12</sup> Rath JM, Rubenstein R a, Curry LE, Shank SE, Cartwright JC. Cigarette litter: Smokers' attitudes and behaviors. *Int J Environ Res Public Health*. 2012;9(6):2189–203. doi:10.3390/ijerph9062189.

<sup>13</sup> *Id.*

<sup>14</sup> Novotny TE, Lum K, Smith E, Wang V, Barens R. Cigarettes Butts and the Case for an Environmental Policy on Hazard- ous Cigarette Waste. *Int J Environ Res Public Health*. 2009;6(5):1691-1705. doi: 10.3390/ijerph6051691.

<sup>15</sup> Resource Conservation and Recovery Act; EPA Management Standards for Hazardous Waste Pharmaceuticals and Amend- ment to the P075 Listing for Nicotine, 84 Fed. Reg. § 5816 (August 21, 2019) (to be codified at 40 C.F.R. pt. 266(p)).

- In 2018, American poison control centers logged nearly 13,000 cases involving exposure to cigarettes, cigarette butts, electronic smoking devices, or other tobacco products, and of these, more than 10,000 (79.0%) occurred in children aged 5 years and younger<sup>16</sup>;
- Among the 10,266 cases of nicotine and tobacco product exposure recorded in 2018 among children 5 years of age and younger by American poison control centers, 50.3% involved cigarettes, 18.4% involved electronic smoking devices, and 8.0% involved other tobacco products<sup>17</sup>;
- The annual number of electronic cigarette exposure cases among children less than 5 years of age reported to American poison control centers increased from 10 in 2010 to 1,835 in 2018, a 14,015% increase<sup>18</sup>; and
- Children who ingest tobacco products can experience vomiting, nausea, lethargy, and gagging, with e-liquids potentially posing a greater risk of toxicity or fatality through either ingestion or transdermal absorption<sup>19</sup>;

**WHEREAS**, Florida cities and counties have the legal authority to adopt local laws that prohibit smoking in public parks and beaches.

**NOW THEREFORE**, in order to provide for the public health, safety, and welfare, reduce unwanted and unwelcome exposure to secondhand smoke, assure cleaner and more hygienic parks and for Bonifay its residents and visitors, it is the intent of the City Council, in enacting this ordinance, to prohibit smoking in parks which are used by or open to the public and to prohibit smoking waste in those areas thereby affirming and promoting a healthy environment in Bonifay.

**Sec. 2. DEFINITIONS** The following words and phrases, whenever used in this chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) “Electronic Smoking Device” means an electronic device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

(b) “Park” means all public property specifically designated as being used for outdoor recreational or park purposes and where children regularly congregate. “Outdoor recreational or park purposes” includes, but is not limited to, boating, golfing, camping, swimming, horseback riding, and archaeological, scenic, or scientific sites and applies only to land which is open to the general public.

(c) “Smoking” means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted tobacco product whether natural or synthetic. “Smoking” also means using an electronic smoking device or any other plant product intended for inhalation, including hookah and marijuana. For the purposes of this policy only, smoking does not include the use of unfiltered cigars (pursuant to Florida Statute 386.209).

<sup>16</sup>Gummin DD, Mowry JB, Spyker DA, et al. 2018 Annual Report of the American Association of Poison Control Centers’ National Poison Data System (NPDS): 36th Annual Report. *Clin Toxicol.* 2019;57(12):1220-1413. doi: 10.1080/15563650.2019.1677022.

<sup>17</sup> *Id.*

<sup>18</sup> Wang B, Liu S, Peroskie A. Poisoning Exposure Cases Involving E-Cigarettes and E-Liquid in the United States, 2010- 2018. *Clin Toxicol.* 2020;58(6):488-494. doi: 10.1080/15563650.2019.

<sup>19</sup> Chang JT, Rostron BL. Electronic Nicotine Delivery System (ENDS) Liquid Nicotine Exposure in Young Children Present- ing to US Emergency Departments, 2018. *Inj Epidemiol.* 2019;6:43. doi: 10.1186/s40621-019-0219-6.

(d) "Tobacco Product" means:

- (1) any product containing, made, or derived from tobacco, nicotine or nicotine analogues that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;
- (2) any electronic smoking device as defined in this chapter and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or
- (3) any component, part, accessory, of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, and pipes.

"Tobacco Product" does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(f) "Tobacco Product Waste" means any material that is left over and regularly intended to be discarded after the use or consumption of a tobacco product. Tobacco Product Waste includes, but is not limited to, discarded cigarette butt filters, cigar or cigarillo tips, cigarette packs, cigar or cigarillo wrappers, electronic smoking devices of all types, electronic smoking device cartridges or refill containers, plastic packaging, foil, or other disposable tobacco product remnants or tobacco product packaging in any form.

(g) "Vaping" means the inhaling, exhaling, or holding of an activated electronic smoking device.

### **Sec. 3. PROHIBITION OF TOBACCO USE IN RECREATIONAL AREAS.**

(a) Smoking and the use of all other tobacco products is prohibited in all parks within Bonifay. Unfiltered cigars are exempted under 386.209, Florida Statutes.

### **Sec. 4. OTHER REQUIREMENTS AND PROHIBITIONS.**

(a) No person shall dispose of tobacco product waste in any park.

(b) The City Clerk or their designee shall post at least one clear, conspicuous, and unambiguous "No Smoking or Vaping" sign at each point of ingress to the area, and in at least one other conspicuous location where individuals congregate (such as restrooms, playgrounds, or buildings) within each recreational area. For the purposes of this section, the City Clerk or their designee shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the City. Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of smoking in violation of any other provision of this ordinance.

### **Sec. 5. COMPLIANCE AND ENFORCEMENT.**

The success of this policy depends on the consideration and cooperation of both tobacco-users and non-users. Individuals acting in violation of this policy will be reminded and asked to comply. Individuals who violate this policy may be asked to leave the park. Violations of this ordinance shall be punished by a fine of up to \$500.00 per violation or \$1,000.00 per day, whichever is lesser. The Bonifay Police Department shall have the authority to issue citations for violations. This ordinance may also be enforced by civil action brought by the City against any offender, in the event of a threat of repeated violations.

### **Sec. 6. STATUTORY CONSTRUCTION & SEVERABILITY.**

The success of this policy depends on the consideration and cooperation of both tobacco-users and nonusers. Individuals acting in violation of this policy will be reminded and asked to comply. Individuals who violate this policy may be asked to leave the park. Violations of this ordinance shall be punished by a fine of up to \$500.00 per violation or \$1,000.00 per day, whichever is lesser. The Bonifay Police Department shall have the authority to issue citations for violations. This ordinance may also be enforced by civil action brought by the City against any offender, in the event of a threat of repeated violations.

sec. 6. STATUTORY CONSTRUCTION & SEVERABILITY.

If any section, subsection or provision of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections or provisions of this ordinance or its application to any other person or circumstance. The City Council hereby declares that it would have adopted each section, subsection or provision hereof independently, irrespective of the fact that any one or more other sections, subsections or provisions hereof be declared invalid or unenforceable,

sec. 7. EFFECTIVE DATE

This policy shall take effect immediately upon its passage and adoption.

INTRODUCED on first reading in the City Council on June 3, 2024.

PASSED after second reading by the City Council on July 3, 2024.

CITY OF BONIFAY, FLORIDA

ATTEST:

\_\_\_\_\_  
By its City Clerk, Rickey Callahan

\_\_\_\_\_  
By its Mayor, Larry F. Cook

APPROVED AS TO FORM:

\_\_\_\_\_  
Jonathan Holloway, City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Section VIII, Item A.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

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

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

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

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

### **ARTICLE I: DEFINITIONS**

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Section VIII, Item A.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Section VIII, Item A.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

## ARTICLE III: INVOCATION OF THE AGREEMENT

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

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

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

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



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

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

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

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

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





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

## ARTICLE VI: RENDITION OF ASSISTANCE

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

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



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

## ARTICLE VII: REIMBURSEMENT

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

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

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

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



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

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

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

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





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## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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



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

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

## ARTICLE IX: INSURANCE

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

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



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## ARTICLE X: GENERAL REQUIREMENTS

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

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

## ARTICLE XI: EFFECTS OF AGREEMENT

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

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





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regardless of whether such costs are billed or unbilled.

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

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

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

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



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

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

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

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

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





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## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: Type text here.

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CITY CLERK

CITY OF BONIFAY  
STATE OF FLORIDA

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

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

Title: City Clerk

Title: Mayor

Date: July 1st, 2024

Approved as to Form:

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

City Attorney





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## STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*

Bonifay Police Department

Bonifay Fire Department



**Notice of Funding Availability: Beautification Grants for the City of Bonifay**

**Introduction:** Waukesha Way ([waukeshaway.org](http://waukeshaway.org)) is pleased to announce the availability of up to ten \$500 mini-grants aimed at beautifying the City of Bonifay. These grants are designed to support community-driven projects that enhance public spaces and foster a sense of community pride.

**Initiatives Supported:**

- 1. **Adopt-a-Spot Programs:** Encourage local businesses, schools, or community groups to adopt a small area of the city, such as a park, street corner, or median strip, and take responsibility for its upkeep.
- 2. **Street Furniture and Art:** Install benches, colorful planters, and public art pieces to make public spaces more inviting.
- 3. **DIY Public Seating:** Construct simple seating areas using pallets or other recycled materials.
- 4. **Green Alleys and Sidewalks:** Transform alleys and sidewalks with potted plants or vertical gardens.
- 5. **Community Notice Boards:** Install attractive notice boards for community announcements.
- 6. **Decorative Crosswalks:** Paint colorful and creative designs on crosswalks to enhance safety and visual appeal.

**Eligibility:**

- Applicants must be based in Bonifay and can be non-profit organizations, individuals, or businesses with an address in Bonifay.
- Projects must be on land owned by the City of Bonifay.

**Application Process:**

- Submit applications via email to [info@waukeshaway.org](mailto:info@waukeshaway.org) by August 1, 2024.
- Notice of award will be given by September 1, 2024.
- Projects must be completed and closed out by February 1, 2025.
- Submission of receipts and closeout documentation is due by March 1, 2025.

**Evaluation Committee:** Applications will be evaluated by a panel consisting of:

- Two members from the Waukesha Way board
- One representative from the City of Bonifay
- One representative from Bonifay Fire Rescue

- One representative from Bonifay Police

**Application Packet:****1. Applicant Information:**

- Name of Applicant/Organization
- Contact Person
- Address
- Phone Number
- Email Address

**2. Project Proposal:**

- Project Title
- Initiative Category (Select one: Adopt-a-Spot, Street Furniture and Art, DIY Public Seating, Green Alleys and Sidewalks, Community Notice Boards, Decorative Crosswalks)
- Project Description (Max 500 words)
- Location of the Project
- Expected Impact and Community Benefit (Max 300 words)
- Project Timeline
- Budget Breakdown (Provide a detailed budget including materials, labor, etc.)

**3. Supporting Documents:**

- Proof of Address in Bonifay
- Letter of Permission from the City of Bonifay (if applicable)
- Any Additional Supporting Materials (e.g., sketches, photos, letters of support)

**Guiding Questions Document:**

1. What is the primary goal of your project?
2. How does this project enhance the beauty and functionality of the City of Bonifay?
3. Who will benefit from this project, and how?
4. What are the main activities involved in your project?
5. What materials and resources will you need?
6. How will you ensure the project's sustainability and low maintenance after completion?
7. What is your timeline for completing the project?
8. How will you measure the success of your project?

**Grading Rubric:**

Criteria	Points	Description
Project Relevance	20	Alignment with one of the specified initiatives and overall goal of beautifying Bonifay.
Community Impact	20	Potential positive impact on the community and level of community engagement.
Feasibility	20	Practicality of project implementation and maintenance plan.
Creativity and Innovation	15	Originality and creativity in project design and execution.
Budget Justification	15	Clarity and appropriateness of the budget breakdown.
Supporting Documentation	10	Completeness and relevance of supporting documents.

**Grading Procedures:**

- Each application will be reviewed independently by the panel members.
- Scores will be assigned based on the rubric criteria.
- The panel will discuss and finalize the top ten applications based on the combined scores.
- Notifications will be sent out to the selected grantees by September 1, 2024.

**Closeout Documentation Requirements:**

- A final report detailing project outcomes.
- Photographs of the completed project.
- Copies of receipts for all expenditures.
- Community feedback or testimonials.
- Any additional materials showcasing the project's impact.

For any questions or further information, please contact Waukesha Way at [info@waukeshaway.org](mailto:info@waukeshaway.org). We look forward to receiving your applications and working together to beautify the City of Bonifay!



Purpose and Goals of the Grant Program

The Beautification Grants aim to empower the residents, businesses, and organizations of Bonifay to take an active role in enhancing the beauty and functionality of our public spaces. By providing financial support for small-scale projects, we hope to foster community pride, improve the urban environment, and encourage local collaboration.

Frequently Asked Questions (FAQs)

- Q: Who can apply for the grant?** A: Non-profit organizations, individuals, and businesses with an address in Bonifay are eligible to apply.
- Q: Can the grant be used for multiple projects?** A: No, each grant is intended to fund a single project within one of the specified initiative categories.
- Q: What if my project requires more than \$500?** A: While the grant amount is fixed at \$500, applicants are encouraged to seek additional funding or in-kind donations to cover any extra costs.

Project Examples

- **Adopt-a-Spot Programs:** A local school adopts a median strip and plants flowers, maintaining it throughout the year.
- **Street Furniture and Art:** A community group installs colorful planters and a mural on a previously plain wall.
- **DIY Public Seating:** A neighborhood association builds benches from recycled pallets and places them in a local park.

Budget Guidelines

Grant funds can be used for:

- Purchase of materials and supplies
- Hiring contractors or professionals (if necessary)
- Permits and fees

Grant funds cannot be used for:

- Salaries or stipends for the applicants
- Projects not located on city-owned property
- Any form of indirect costs or overhead

### **Application Checklist**

- Completed Application Form
- Proof of Address in Bonifay
- Project Proposal
- Budget Breakdown
- Supporting Documents (e.g., sketches, letters of support)
- Letter of Permission from the City of Bonifay (if applicable)





**Application Packet:**

**1. Applicant Information:**

- Name of Applicant/Organization:
- Contact Person:
- Address:
- Phone Number:
- Email Address:

**2. Project Proposal:**

- Project Title:
- Initiative Category (Select one: Adopt-a-Spot, Street Furniture and Art, DIY Public Seating, Green Alleys and Sidewalks, Community Notice Boards, Decorative Crosswalks):
- Project Description (Max 500 words):

## Project Description (con't)

- Location of the Project:
- Expected Impact and Community Benefit (Max 300 words):

- Project Timeline:

DRAFT

- Budget Breakdown (Provide a detailed budget including materials, labor, etc.):

DRAFT

**3. Supporting Documents:**

- Proof of Address in Bonifay
- Letter of Permission from the City of Bonifay (if applicable)
- Any Additional Supporting Materials (e.g., sketches, photos, letters of support)



**Mini-Grant Agreement**

**This Mini-Grant Agreement ("Agreement") is made and entered into as of [Date], by and between Waukesha Way ("Grantor") and [Grantee Name] ("Grantee").**

**Whereas,** the Grantor is providing funding to support projects aimed at beautifying the City of Bonifay;

**Whereas,** the Grantee has submitted a proposal for funding which has been approved by the Grantor;

**Now, therefore,** in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**1. Grant Award**

- 1.1 Grant Amount:** The Grantor agrees to provide the Grantee with a mini-grant in the amount of \$500 (the "Grant Funds") for the purpose of carrying out the project described in the Grantee's proposal (the "Project").
- 1.2 Use of Funds:** The Grantee agrees to use the Grant Funds solely for the Project and in accordance with the budget submitted in the proposal. The Grantee shall not use the Grant Funds for any other purpose without the prior written consent of the Grantor.

**2. Project Implementation**

- 2.1 Project Period:** The Project shall commence on [Start Date] and be completed by February 1, 2025.
- 2.2 Compliance:** The Grantee agrees to comply with all applicable laws and regulations in the execution of the Project.
- 2.3 Site Location:** The Project must be implemented on land owned by the City of Bonifay.

**3. Reporting and Documentation**

- 3.1 Receipts and Expenditures:** The Grantee agrees to maintain accurate records of all expenditures related to the Project and to provide copies of all receipts to the Grantor by March 1, 2025.
- 3.2 Closeout Documentation:** The Grantee agrees to submit a final report by March 1, 2025, including:
- A detailed description of the Project outcomes
  - Photographs of the completed Project
  - Copies of all receipts for expenditures
  - Any community feedback or testimonials

**4. Publicity and Acknowledgment**

4.1 **Publicity:** The Grantee agrees to acknowledge the Grantor’s support in any publicity or promotional materials related to the Project.

4.2 **Signage:** The Grantee agrees to install signage at the Project site, if applicable, recognizing the support of Waukesha Way.

5. Termination

5.1 **Termination by Grantor:** The Grantor may terminate this Agreement if the Grantee fails to comply with any terms or conditions of this Agreement.

5.2 **Return of Funds:** In the event of termination, the Grantee agrees to return any unspent Grant Funds to the Grantor within 30 days of termination.

6. Liability and Indemnity

6.1 **Liability:** The Grantee shall be solely responsible for the Project and shall hold the Grantor harmless from any claims, damages, or liabilities arising out of the Project.

6.2 **Indemnity:** The Grantee agrees to indemnify and hold harmless the Grantor, its officers, directors, employees, and agents from any and all claims, liabilities, losses, and expenses, including reasonable attorney’s fees, arising out of or in connection with the Project.

7. Miscellaneous

7.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

7.2 **Amendments:** Any amendments to this Agreement must be made in writing and signed by both parties.

7.3 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.4 **Notices:** Any notices required or permitted under this Agreement shall be in writing and delivered to the respective parties at their addresses set forth below or to such other address as either party may designate in writing.

**In Witness Whereof,** the parties hereto have executed this Agreement as of the day and year first above written.

**Grantor:** Waukesha Way  
By: \_\_\_\_\_  
Name: Dr. Emily Rone McCann  
Title: President  
Date: \_\_\_\_\_

**Grantee:** \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address for Notices:

**Grantor:** Waukesha Way  
809 S Waukesha St  
Bonifay, FL

**Grantee:** \_\_\_\_\_  
\_\_\_\_\_  
Bonifay, FL

This agreement ensures that both parties understand their responsibilities and the expectations for the use of the grant funds, the execution of the project, and the reporting requirements.

DRAFT