



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 1, 2024

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE SPEAKER CARD WHICH IS LOCATED ON THE STANDS OUTSIDE COUNCIL CHAMBERS. AFTER COMPLETING THE SPEAKER CARD, PRESENT IT TO THE CLERK.

A. OPENING

1. Invocation by Pastor Sheila Turner of A Touch of HIS Hem Ministries
2. Pledge of Allegiance
3. Roll Call

B. RECOGNITION AND PROCLAMATIONS

4. Domestic Violence Awareness Month Proclamation

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. September 17, 2024 - Regular City Council Meeting
 - b. September 18, 2024 - Special City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of the Revised Municipal Transport Program with Volusia County
9. Approval of Major Special Event Request for Biketoberfest 2024 for The Doghouse Bar and Grill at 3400 S. Nova Road
10. Approval of Major Special Event Request for Biketoberfest 2024 for Winners Pub at 5934 Ridgewood Ave.
11. Approval of Bicycle Rodeo Community Event with Bike/Walk Central Florida
12. Approval of an Easement with Florida Power & Light Company ("FPL") for LED Lighting at the Port Orange Skate Park

13. Resolution No. 24-40 - Approval of Comprehensive Emergency Management Plan

D. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

E. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Golf Advisory Board Appointment

G. REGULAR AGENDA

16. Discussion on Legislative Priorities for 2025

H. ADDITIONAL ITEMS

17. City Attorney

18. City Manager

I. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING

Regular City Council Meeting

10/1/2024

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ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 17, 2024

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Invocation by Pastor Joshua Owen from Spruce Creek Presbyterian Church

Pledge of Allegiance

Roll Call	Present:	Councilman Jonathan Foley Councilman Tracy Grubbs Councilman Drew Bastian Vice Mayor Scott Stiltner Mayor Don Burnette
	Also Present:	Wayne Clark, City Manager Matt Jones, City Attorney Tracee Cody, Deputy City Clerk

RECOGNITION AND PROCLAMATIONS

4. Childhood Cancer Awareness Month

Mayor Don Burnette read the proclamation for Childhood Cancer Awareness Month and presented it to Laurie Parker.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian Motion carried unanimously by voice vote.

7. Approval of Minutes

- a. September 3, 2024 - Regular City Council Meeting
- b. September 4, 2024 - Special City Council Meeting

8. Bid Awards and Contract Items

a. Approval of the Annual Service Agreement with Halifax Humane Society (HHS)

b. Approval to Award ITB #24-12 to All State Civil Construction, Inc. for Oceans Lift Station Rehabilitation

9. Resolution No. 24-27 - Revising Procedures for Dangerous Dog Hearings

10. Resolution No. 24-36 - Reimbursement Resolution for Parks Bond Capital Improvements

11. Approval of a Memorandum of Understanding (MOU) with the International Union of Police Associations (IUPA)

12. Approval of Collective Bargaining Agreement with the Coastal Florida Police Benevolent Association Lieutenants (PBA LTs) for FY 25 and 26

13. Approval of Memorandum of Understanding (MOU) with the International Association of Firefighters (IAFF)

Motion to approve the Consent Agenda as presented was made by Vice Mayor Scott Stiltner and seconded by Councilman Tracy Grubbs. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Barbara Ann Heegan, President and CEO of Port Orange/South Daytona Chamber of Commerce, spoke about upcoming events.

Robert Reinhausen, resident, spoke about the Enterprise Fund for wetlands mitigation and would like for the monthly reports posted to the City's website and indexed for searching.

Laureen Vartanian, resident, expressed her opinions on the situation with a newly elected official.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Council members thanked staff and unions for the Collective Bargaining Agreements with International Association of Firefighters (IAFF), Police Benevolent Association Lieutenants (PBA LTs), and International Union of Police Association (IUPA). All members also thanked the organizations that help with childhood cancer.

Councilman Tracy Grubbs spoke about recent rain and flooding in neighboring cities and asked citizens to be diligent and proactive. He also commented on the Pavilion needing to be maintained and provided an update on Memorial Park renovations.

Vice Mayor Scott Stiltner also commented on commercial property maintenance through Code Enforcement. He also mentioned the upcoming event, Family Days and Volusia Basket Brigade donations for Thanksgiving.

Mayor Don Burnette spoke about the recent situation with a newly elected official and spoke about the next steps of the process.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Citizen Advisory Committee for TPO

Bobby Ball, CAC member for TPO, was not present and will make his report next month.

PUBLIC HEARING

16. Second Reading - Ordinance No. 2024-15 - Chapter 6 - Alcoholic Beverages - Article 1. In General of the Code of Ordinances

Matt Jones, City Attorney, read Ordinance No. 2024-15.

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 6-3 RELATING TO THE LIST OF PROPERTIES EXEMPT FROM THE GENERAL PROHIBITION OF POSSESSION AND CONSUMPTION OF ALCOHOL ON PUBLIC PROPERTY OWNED OR CONTROLLED BY THE CITY OF PORT ORANGE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2024-15 was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

17. Second Reading - Ordinance No. 2024-16 - Amending the City's Code of Ordinances Chapter 10, Section 10-9, to Clarify Procedures for Dangerous Dog Hearings and Confirming Subpoena Power for Special Magistrate

Attorney Jones read Ordinance No. 2024-16.

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES CHAPTER 10, SECTION 10-9, TO CLARIFY THE REFERENCES REGARDING

PROCEDURES FOR DANGEROUS DOG HEARINGS AND CONFIRMING SUBPOENA POWER TO THE SPECIAL MAGISTRATE FOR DANGEROUS DOG CASES AND HEARINGS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2024-16 was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

REGULAR AGENDA

18. Resolution No. 24-37 - Approving MissionSquare Deferred Contribution Plan Amendments

Attorney Jones read Resolution No. 24-37.

RESOLUTION NO. 24-37

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE AMENDED AND RESTATED GOVERNMENTAL MONEY PURCHASE PLAN 401(A) ADOPTION AGREEMENTS WITH ICMA RETIREMENT CORPORATION DOING BUSINESS AS MISSIONSQUARE RETIREMENT ("MISSIONSQUARE); PROVIDING FOR ADJUSTMENTS AS REQUIRED BY THE INTERNAL REVENUE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 24-37 was made by Vice Mayor Scott Stiltner and seconded by Councilman Jonathan Foley.

Mayor Don Burnette commented on the salaries of the officials in neighboring cities. Rather than making an adjustment to the City Manager's salary, Mayor Burnette suggested adjusting the retirement from 12% to 15% and a 2.5% increase for the next two years. Wayne Clark, City Manager, commented on the Florida Retirement Savings average percentage being between 18-20%. Councilman Foley asked for further details and data. Councilman Bastian would like the City Attorney included in the increase.

Motion to amend the main motion to include both the City Attorney and City Manager's retirement compensation to be adjusted from 12% to 15% and a 2.5% increase for the next two years

was made by Vice Mayor Scott Stiltner
and seconded by Councilman Drew
Bastian.

Cheryl Sarasua, resident, inquired what the current salaries are for the City Manager
and City Attorney.

Councilman Tracy Grubbs would like to vote annually rather than include the 2.5%
increase at once.

Amended motion carried 3-2 by roll call
vote with Councilman Jonathan Foley
and Councilman Tracy Grubbs voting
no.

Mr. Reinhausen commented on not being able to understand the item in the agenda
packet.

Original motion carried 4-1 by roll call
vote with Councilman Jonathan Foley
voting no.

ADDITIONAL ITEMS

19. City Attorney

There was nothing further.

20. City Manager

There was nothing further.

21. City Council Committee Reports

a. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette stated Ms. Heegan previously provided details.

b. First Step Shelter - Mayor Don Burnette provided details from their recent meeting.

c. Roundtable of Elected Officials - Mayor Don Burnette provided details from their recent meeting.

d. ArtHaus - Councilman Tracy Grubbs provided details from their recent meeting.

ADJOURNMENT – 7:23 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 18, 2024

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call

Present:

Councilman Jonathan Foley
Councilman Tracy Grubbs
Councilman Drew Bastian
Vice Mayor Scott Stiltner
Mayor Don Burnette

Also Present:

City Manager, Wayne Clark
City Attorney, Matthew Jones
Deputy City Clerk, Tracee Cody

DISCUSSION / ACTION

4. Discussion on Final City Millage and Final City Budget for FY 2025

Mayor Don Burnette announced the public hearing is now convened to discuss the final millage rate and budget. The Fiscal Year (FY) 2025 Budget commences on October 1, 2024 and continues through September 30, 2025. The City of Port Orange is the taxing authority and the current year taxable value for operating purposes is \$5,519,205,501. We will begin with Council discussion of the final millage necessary to fund the FY2025 final budget for the City of Port Orange. The tentative millage rate and proposed final millage rate is \$4.975 mills per \$1,000 of valuation which represents a 7.84% increase in ad valorem tax revenues above the rolled-back rate of \$4.6134. In addition to the foregoing final millage levy, there is a voter approved millage levy of 0.1720 mills necessary to fund the debt service payments on the 2006 general obligation bonds for public safety capital facilities which were refunded in 2016.

Mayor Don Burnette asked the City Manager to comment on the increase in millage over the rolled-back rate and the specific purposes for the increase. Wayne Clark, City Manager, explained the factors that impact the increase in millage rate are for parks projects, Police Department generators, participation in the elevation or demolition of houses in flood areas, contractual obligations, personnel, public safety, and being proactive to maintain the City's infrastructure such as sidewalks.

Mayor Don Burnette asked Council for discussion regarding the reasons for the

increase in the final millage above the rolled back rate. Mayor Don Burnette commented that the 7.84% increase in millage only represents an increase in the size of the budget of 4.2%. He stated Port Orange has more homesteaded properties, both by percentage and by number, than any other city in Volusia County.

There were no public comments on the proposed final millage and budget and Council had no revisions to the proposed final budget as presented.

5. Resolution No. 24-38 - Adopting the Final Millage Rate for FY 2024-2025

Matt Jones, City Attorney, read Resolution No. 24-38.

RESOLUTION NO. 24-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2025 (OCTOBER 1, 2024, TO SEPTEMBER 30, 2025); PROVIDING FOR SCRIVENER'S ERRORS: AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 24-38 adopting the City of Port Orange FY 2025 final millage rate of 4.975 mills per \$1,000.00 of valuation was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian.

Shawn Goepfert, Council elect for District 3, expressed his concerns about having incentives for recruiting new employees and having the financial tools for the City Manager and Department Heads to take care of current employees.

Motion carried 4-1 by roll call vote with Vice Mayor Scott Stiltner voting no.

Mayor Don Burnette announced the adopted final millage rate of 4.975 mills per \$1,000.00 of valuation is a 7.84% increase in ad valorem tax revenues above the rolled-back rate. In addition to the foregoing final millage levy, there is a voter approved millage levy of 0.1720 mills necessary to fund the debt service payments on the 2006 general obligation bonds for public safety capital facilities which were refunded in 2016.

6. Resolution No. 24-39 - Adopting the Final Budget for FY 2024-2025

Attorney Jones read Resolution No. 24-39.

RESOLUTION NO. 24-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR 2025 (OCTOBER 1, 2024 TO SEPTEMBER 30, 2025) FOR THE CITY OF PORT ORANGE; PROVIDING FOR APPROVAL OF THE FINAL BUDGET FOR FISCAL YEAR 2024-25; PROVIDING FOR APPROPRIATION AND PROCEDURES; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 24-39 adopting the City of Port Orange FY2025 final budget was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

Mayor Don Burnette announced this budget includes all operating and capital costs for FY 2025. This budget includes the General, Special Revenue, Debt Service, Capital, Enterprise and Internal Service Funds. The adopted City-wide FY 2025 budget for all funds \$205,719,722.

ADJOURNMENT – 5:46 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/1/2024

SUBJECT: (C8a) Approval of the Revised Municipal Transport Program with Volusia County

DEPARTMENT: Fire/Rescue Services

GOAL: 1 - Public Safety 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the revised Municipal Transport Program Agreement with Volusia County.

SUMMARY: This is a countywide revision of the Municipal Transport Program (MTP) Agreement between Volusia County and the municipalities that provide patient transport (Port Orange, Ponce Inlet, New Smyrna Beach, Edgewater, and Deltona). The original agreement was presented to the City Council in March 2017. The current agreement allows the City to operate transport vehicles under the County's Certificate of Public Convenience and Necessity license. Paragraph 14 of the agreement requires that the City execute a separate agreement to allow for the sharing of protected health information. The City signed this agreement in 2019. A copy is attached for your convenience.

Since entering into the agreement, Port Orange Fire & Rescue has provided both emergency and non-emergency patient transport services. The number of transports for the three previous fiscal years is as follows: FY21 - 1,596, FY22 - 2,397, and FY23 - 2,698. As the MTP has expanded and the demand for fire and emergency services has continued to rise countywide, we have negotiated with Volusia County to improve the agreement.

The following items are included in the MTP:

- Medic 73 will only respond to out-of-district for priority emergency requests.
- Language addressing the licensing of units to include ALS, BLS, or dual-licensed.
- Transport units can self-assign to structure fires in their jurisdiction
- The 10% administrative fee has been reduced to 7.5%.
- The agreement can be terminated in writing with 180 days notice.
- Volusia County retains the right to determine the need for additional transport units and their location.

PRESENTER: Joe Wulfing

ATTACHMENTS:

1.	ILA and Application for Participation in the Municipal Transport Program	ILA and Application for Participation in the Municipal Transport Program.pdf
2.	2019 HIPAA privacy business associate agreement	2019 HIPAA privacy business associate agreement.pdf

Joe Wulfing	Created/Initiated - 8/23/2024
Joe Wulfing	Approved - 8/23/2024
John McKinney	Approved - 8/23/2024
Matthew Jones	Approved - 9/18/2024
Wayne Clark	Approved - 9/20/2024
Tracee Cody	Final Approval - 9/20/2024

INTERLOCAL AGREEMENT AND
APPLICATION FOR PARTICIPATION IN THE
MUNICIPAL TRANSPORT PROGRAM

In support of a comprehensive EMS system response model by combining the existing county-wide dynamic plan with municipal fixed-base operations, as a condition of participation as a municipal transport provider, the applicant agrees to:

1. Operate under the certificate of public convenience and necessity, advanced life support transport issued to the County of Volusia.
2. Operate within the parameters outlined below, or amended in writing by the County of Volusia.
 - a. The County and municipal provider agree to operate in a coordinated closest available transport unit response strategy.
 - b. All transport capable units will respond and provide patient transport service to any address in which an emergency (CAD priority =E or =1E) request is made. The closest available unit will be determined by global positioning system (GPS), whenever possible. Municipal fire transport units will respond as the closest available transport unit to non-emergency (priority ≠E or ≠1E) incidents located within the boundaries of that fire unit's municipality.
 - c. All authorized transport vehicles shall be permitted by the Florida Department of Health through the county's license as transport capable. Basic life support, advanced life support, or dual permitting is permissible.

3. To optimize the availability of transport capable units and eliminate duplication, only one transport unit shall be assigned to the initial dispatch response request for both emergency and non-emergency assignments. Participating agencies in the municipal transport program may exercise the option of self-assigning their transport assets to structure fire incidents within their districts for staffing purposes.
4. Municipal transport units dispatched to any working fire incident shall serve as the sole assigned transport unit for standby. Note: If a known patient requires treatment/transport upon initial dispatch, the closest transport unit will be dispatched as closest unit response. At that point the next arriving municipal transport unit will become the primary fire standby unit.
5. Municipal transport units must operate in shifts of not less than twelve (12) hours per shift and operate on a set weekly schedule. Any alterations to the deployment schedule must be approved by the Emergency Medical Administration division. Additionally, the City shall immediately advise the communications center of any temporary changes in unit availability. Municipal transport units are permitted to be placed out of service for no greater than one (1) hour per shift. For any instance greater than one (1) hour, the agency must report the out of service time with explanation to the Emergency Medical Administration division for review.
6. Vehicles identified in this application shall be staffed and equipped consistent with all applicable statutes and regulations promulgated thereunder and in accordance with local requirements established by the EMS Medical Director.
7. The Applicant agrees to participate in and fully cooperate with all clinical and/or operational quality review and improvement activities as deemed necessary by the EMS

Medical Director and/or Emergency Medical Administration division. The Emergency Medical Administration division may review each transport to determine whether it adheres to program guidelines. If the determination involves any clinical element, the EMS Medical Director shall be responsible for determining the appropriateness of the transport. Inappropriate decision making will be addressed to the Agency Chief.

8. If municipal transport is initiated, the provider will be responsible for patient care throughout transport, including transference of patient care to hospital staff. The applicant shall notify the Emergency Medical Administration division in writing of any problems associated with, or deviations from, the routine delivery of transport services no later than the following business day.
9. As determined by the Emergency Medical Administration division, failure to satisfactorily comply with any provisions of this agreement may result in forfeiture of reimbursement related either to the transport event in question and/or for the duration of noncompliance. Continued noncompliance shall result in immediate termination of this agreement.
 - a. First offense = Notice of Non-Compliance – Warning
 - b. Second offense (like infraction in 26-week period) = Notice of Non-Compliance – Probation (26 weeks)
 - c. Third offense (like infraction during probation) = Notice of Non-Compliance - Termination of Agreement (County Manager signature)
 - d. Any agency which is issued a termination of agreement letter would have to appeal to the County Manager.
10. The applicant shall ensure that the Emergency Medical Administration division has current employment data on all employees eligible to participate in the Municipal Transport

Program. Employees must maintain all requisite credentials pursuant to Florida statutes and all requisite credentials pursuant to the Volusia County EMS medical director. The applicant shall ensure that staff are not prohibited from working for a Medicare provider as determined by the List of Excluded Individuals and Entities (LEIE) published by the United States Department of Health and Human Services, Office of the Inspector General. This audit shall occur annually and occur within twelve months of the previous audit.

11. The applicant shall indemnify and hold harmless the County of Volusia for claims that may arise from the applicant's negligent provision or failure of provision of services under this program. Such indemnification shall include, damages; costs; attorney's fees; expense of defense and investigation; and any other cost expense of whatsoever nature caused by the negligence of the applicant. Regardless of the foregoing, both the City and the County expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes, including any limitations as to their respective liabilities contained therein, and the City's indemnification obligations hereunder shall not be interpreted or construed as requiring the City to insure or indemnify the County for the County's negligence or to assume any liability for the County's negligence in contravention of the requirements of §768.28(19), Florida Statutes.
12. The City shall utilize the electronic patient care reporting software, licensed to the County of Volusia, for recording all transport incidents, including all appropriate attachments and identifying the paramedic-in-charge. The completed report shall be finalized in the ePCR system within twenty-four (24) hours of the time the vehicle was originally dispatched. Billing submissions will be subject to review and approval by the County. The City will provide and maintain the requisite hardware and software.

13. The County shall provide billing services or contract for billing services. Reimbursement for transports, to the extent permissible under state and local law, performed within the established parameters of the program shall be based on the actual fee collected for the subject transport less an administrative fee of seven and one-half percent (7.5%). Fees for services are set by the Volusia County Council.
14. As a condition of participation under the Municipal Transport Program, the applicants shall execute a separate business agreement (see attached) with the County of Volusia to allow for sharing of protected health information in accordance with federal and state law.
15. Should the City wish to discontinue participation in the Municipal Transport Program, the City shall submit a letter to the County no less than one hundred eighty (180) days in advance of requested cancellation date. The City shall continue to provide the agreed upon service for the duration of the 180 day notice. Withdrawal from the Municipal Transport Agreement precludes the City from reapplying into the Municipal Transport Program for a period of two years.
16. Consideration for increasing the number of municipal transport units shall be evaluated by the Emergency Medical Administration division. Consideration will include, but is not limited to, an analysis to determine if the proposed services are needed to improve the overall capability of the system; the effect of the proposed addition on existing services, including location of the proposed transport asset; and the effect of the proposed services on the overall cost of medical transportation. Approval shall be provided in writing to the requesting participant prior to the proposed expansion.
17. The parties agree that upon acceptance and approval by the City and County, all prior transport agreements, including but not limited to the contingency emergency medical

transport (CEMT), non-emergency transport program (NETP), and peak load utilization strategy (PLUS), and closest available response element (CARE) between the City and County are terminated. This Agreement supersedes all prior transport agreements between the City and County.

18. Pursuant to section 163.01(14), Florida Statutes, public agencies (including the County and the Applicant City) are authorized to enter into contracts for the performance of service functions of such public agencies, and if accepted and approved by the County, this application shall become a binding interlocal agreement between the City and the County authorizing the City to conduct emergency or non-emergency transport within or outside its municipal boundaries pursuant to the terms and conditions contained herein.

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IN WITNESS WHEREOF, the Applicant City to this Interlocal Agreement with the County of Volusia, affirms that all of the above requirements in the application for participation in the Municipal Transport Program have been met and will be maintained for the duration of the municipality's participation in the Municipal Transport Program, and the parties have caused the same to be signed by their duly authorized representatives on the dates indicated below.

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

COUNTY OF VOLUSIA, a political subdivision
of the State of Florida

By: _____
Jeffrey S. Brower, COUNTY CHAIR

ATTEST:

George Recktenwald, COUNTY MANAGER

ATTEST:

CITY OF PORT ORANGE

By: _____
Name: Robin L. Fenwick
Title: City Clerk

By: _____
Name: Donald O. Burnette
Title: Mayor

Dated: _____

Dated: _____

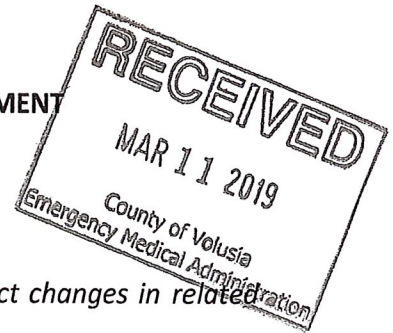
Approved as to form and legal sufficiency:

Carly R. Meek, Assistant City Attorney

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COPY

**COMBINED HIPAA PRIVACY BUSINESS ASSOCIATE AGREEMENT
AND CONFIDENTIALITY AGREEMENT
AND HIPAA SECURITY RULE ADDENDUM
AND HITECH ACT COMPLIANCE AGREEMENT**



The terms of this Agreement may be updated from time to time to reflect changes in related federal standards.

The Parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements of the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Security Rule, codified at 45 C.F.R Part 164, Subparts A and C. (the "Security Rule"), the Health Information Technology For Economic and Clinical Health Act, enacted in Pub. L. No. 111-05 H.R., 111th Cong. (2009), Title XIII (the "HITECH Act"), as well as the confidentiality requirements contained in sections 112.08(7), 119.071(4)(b)1., and 760.50(5), Florida Statutes.

The Parties: County of Volusia (the "Covered Entity"), a political subdivision of the State of Florida with an address of 123 West Indiana Avenue, DeLand, Florida 32720; and

City of Port Orange with its principal place of business at 1000 City Center Cir
(the "Business Associate"). Port Orange, FL 32129

1.0 Definitions.

Terms used but not otherwise defined in this Agreement will have the same meaning as those terms in 45 CFR 160.103 and 164.501, and in the HITECH Act, Subtitle D.

"Individual" has the same meaning as the term "individual" in 45 CFR 164.501 and will include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

"Protected Health Information" is defined at 45 CFR 160.103 and in the HITECH Act. For purposes of this Agreement, the term refers only to that Protected Health Information received directly or indirectly from, or received or created on behalf of, the Covered Entity.

"Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.

"Security Incident" means any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity. See National Institute of Standards and Technology (NIST) Special Publication 800-61, "Computer Security Incident Handling Guide," for more information.

2.0 Obligations and Activities of Business Associate Regarding Protected Health Information.

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by Sections 3.0, 5.0 and 6.0 of this Agreement, or as required by applicable federal or laws of the State of Florida.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond

to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- (j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (k) Business Associate certifies that it is in compliance with all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162; and the Annual Guidance as issued by the Secretary pursuant to the HITECH Act, sec. 13401. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards and the Annual Guidance.
- (l) Business Associate agrees to determine the Minimum Necessary type and amount of Protected Health Information required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate.

- (a) Except as expressly permitted in writing by the Covered Entity, Business Associate will not divulge, disclose, or communicate Protected Health Information to any third party for any purpose not in conformity with this Agreement without prior written approval from the Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).
- (d) Business Associate may use Protected Health Information as necessary to provide the services required under the **Municipal Transport Agreement** with the Covered Entity.

4.0 Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

- (a) Covered Entity will provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Covered Entity will provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected

Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

- (c) Covered Entity will notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality Agreement under State Law.

- (a) Generally. In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of sections 112.08(7), 119.07(4)(b)1., 760.50(5), Florida Statutes. In general, the referenced statute provides that medical records and medical claims records of county employees, former county employees, and their covered dependents are confidential and exempt from the provisions of section 119.07(1), Florida Statutes, known as the public records law of the State of Florida. Any person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation, including those residing or existing internal and external to the Covered Entity's computer system, commits an offense in violation of section 815.04, Florida Statutes. Confidentiality requirements protect more than unlawful disclosure of documents. The confidentiality requirements protect the disclosure of all records and information of the Covered Entity, in whatever form, including the copying or verbally relaying of confidential information.
- (b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of the Covered Entity's records or information, Business Associate will immediately contact the County of Volusia, Legal Department (386) 736-5950. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:
 - i. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
 - ii. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
 - iii. Furnish certain records for examination, by mail or by hand-delivery.
- (c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against the Covered Entity, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA, the Privacy Rule, the HITECH Act, of the laws of the State of Florida, if done by Covered Entity.

7.0 Term and Termination

- (a) Term. The Term of this Agreement will begin on the last date set forth on the signature blocks below and will terminate on the date the Business Associate no longer provides services to the Covered Entity.
- (b) Termination for Cause. Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity will provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity will have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity will report the violation to the Secretary.
- (c) Return or Destruction of PHI upon Termination. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate will return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and will retain no copies thereof. Business Associate also will recover, and will return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate will notify Covered Entity in writing as to whether Business Associate intends to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it will certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate will notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. If it's not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate will provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the

subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. Prior to destroying any records hereunder, the Business Associate will obtain written confirmation from the Covered Entity that such actions will not violate the State of Florida's record retention policies.

8.0 HIPAA Security Rule Addendum.

- (a) Security of Electronic Protected Health Information. Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity consistent with the Security Rule.
- (b) Reporting Security Incidents. Business Associate will report to the Covered Entity any Security Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of any Electronic Protected Health Information; or (2) a successful major (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information. Upon the Covered Entity's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information.
- (c) Compliance Date. The parties to this Agreement will comply with Sections (a) through (c) of this Section 8 by the later of the (1) the last date set forth in the signature blocks below or (2) the compliance deadline of the Security Rule as defined in 45 C.F.R. § 160.103.

9.0 HITECH Act Compliance Agreement.

- (a) Reporting. The Business Associate will make a good faith effort to identify and report any use or disclosure of Protected Health Information not provided for in this Agreement.
- (b) To Covered Entity. The Business Associate will report to the Covered Entity, within ten (10) business days of discovery, any use or disclosure of Protected Health Information not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity, within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph will be a material violation of this Agreement. Such notice will include the identification of each individual whose unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- (c) To Individuals. In the case of a breach of Protected Health Information discovered by the Business Associate, the Business Associate will first notify the Covered Entity of the pertinent details of the breach and upon prior approval of the Covered Entity will notify each individual whose unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification will be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice will be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured Protected Health Information, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.
- (d) To Media. In the case of a breach of Protected Health Information discovered by the Business Associate where the unsecured Protected Health Information of more than 500 persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate will provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- (e) To Secretary of Health and Human Services. The Business Associate will cooperate with the Covered Entity to provide notice to the Secretary of Health and Human Services of unsecured Protected Health Information that has been acquired or disclosed in a breach. If the breach was with respect to 500 or more individuals, such notice must be provided immediately. If the breach was with respect to less than 500 individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of Health and Human Services documenting such breaches occurring in the year involved.
- (f) Content of Notices. All notices required under this Agreement will include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009.
- (g) Financial Responsibility. The Business Associate will be responsible for all costs related to the notices required under this Agreement.
- (i) Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information in violation of this Agreement.

10.0 Miscellaneous.

- (a) **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule, the Security Rule or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- (b) **Amendment.** Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or the HITECH Act applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it will so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
- (c) **Survival.** All provisions in this Agreement that expressly or customarily survive the termination or expiration of the Agreement will continue in effect after the Agreement is terminated or expires.
- (d) **Interpretation.** Any ambiguity, inconsistency, or conflict in this Agreement will be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida, including sections 112.08(7), 119.071(4)(b)1., and 760.50(5), Florida Statutes.
- (e) **No Third Party Beneficiary.** Nothing expressed or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law. In the event of a dispute, venue of any proceedings will be the appropriate federal or state court in Volusia County, Florida.
- (g) **Indemnification and Performance Guarantees.** Business Associate agrees to defend, indemnify, and hold harmless Covered Entity, its officers, directors, employees, and agents, from and against all claims, liabilities, suits, judgments, fines, assessments, penalties, damages, costs, and other expenses of any kind or nature whatsoever, including without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, related in any manner to or arising out of any material breach of this Agreement

by Business Associate, its agents, representatives, officers, directors, employees, or subcontractors. These indemnities shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Agreement.

- (h) Assignment. Business Associate will not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which will be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.
- (i) Notice. Any notice required under this Agreement shall be sent by certified mail return receipt requested or by hand delivery to the following persons:

Covered Entity:

George Recktenwald, County Manager
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

With copies to:

Donna DePeyster, Deputy County Manager
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

Mark Wolcott, Emergency Medical Administration Director
County of Volusia
3825 Tiger Bay Rd.
Daytona Beach, Florida 32124

Business Associate:

CITY OF PORT ORANGE
PORT ORANGE FIRE & RESCUE
1090 CITY CENTER BLVD PORT ORANGE, FL 32129

- (j) Retroactivity. Business Associate warrants that there have been no violations of HIPAA or HITECH Act from the date of execution of the Underlying Agreement through the commencement date of this Agreement.

- (k) Limitation of Liability / Sovereign Immunity. Both parties expressly retain all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or the limits of liability of the Covered Entity or the Business Associate beyond any statutory limited waiver of immunity or limits of liability which may be or may have been adopted by the Florida Legislature, and the cap on the amount and liability of each party for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any of the parties, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law, nor shall anything in this Agreement, including any indemnification provisions contained herein, be interpreted or otherwise construed as requiring one party to this Agreement to insure or indemnify the other for the other party's negligence or to assume any liability for the other party's negligence in contravention of the requirements of § 768.28(19), Florida Statutes.

IN WITNESS WHEREOF, the Parties have executed this combined HIPAA Privacy Business Associate Agreement, Confidentiality Agreement, HIPAA Security Rule Addendum and HITECH Act Compliance Agreement, on the date set forth below.

BUSINESS ASSOCIATE:

By: [Signature]
Name: Donald O. Burnette
Title: Mayor
Date: 3/8/19

ATTEST:

By: [Signature]
Name: Robin L. Fenwick
Title: City Clerk
Date: 3/8/19

COVERED ENTITY: COUNTY OF VOLUSIA

By: [Signature]
Name: GEORGE DEWITT
Title: MANAGER
Date: 3/19/19

By: [Signature]
Name: ED KELLEY
Title: COUNTY CHAIR
Date: 3/19/19



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/1/2024

SUBJECT: (C9) Approval of Major Special Event Request for Biktoberfest 2024 for The Doghouse Bar and Grill at 3400 S. Nova Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the four (4) day Biktoberfest Major Special Event request for The Doghouse Bar and Grill, located at 3400 S. Nova Road, subject to the attached conditions.

SUMMARY: Dean Marshlack, the applicant on behalf of The Doghouse Bar and Grill, requests approval of a Special Event to be held during Biktoberfest 2024 at 3400 S. Nova Road (see Location Map below). The proposed event is planned for Thursday, October 17, through Sunday, October 20. The proposed hours for the event are 11:00 a.m. to 10:00 p.m. daily, with outdoor music playing until 10:00 p.m. Normal indoor hours of operation (11:00 a.m. until 2:00 a.m.) of The Doghouse Bar and Grill will continue during the event.

The dates of Biktoberfest 2024, as recognized by the Daytona Regional Chamber of Commerce, are Thursday, October 17, to Sunday, October 20, the same as the proposed special event dates. This will be the second Special Event at this location in 2024. During Bike Week 2024, two noise complaints were made to the Police Department. According to the Police Department, the applicant for the event worked with the on-duty Sergeant to resolve the noise issue.

Normal operations of The Doghouse Bar and Grill will continue during the event. The outdoor activities for this event, intended to target the crowd attending Biktoberfest 2024, include live music daily and other contests and will end at 10:00 p.m. There will be no vendors at this event. The setup of the event will occur 72 hours prior to the event, and the takedown of the event will occur within 72 hours after the event. There will be six (6) port-o-let facilities for the event and the restrooms inside the business. The applicant for this event is not requesting assistance from the Police Department or Public Works Department.

Staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development have reviewed the proposed event. According to Code Enforcement, there are no current code violations on the site.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the

City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. The permit holder for this event is responsible for monitoring the sound levels during the event to ensure compliance with the Code of Ordinances and placing the speakers for amplified music away from residential areas. A warning may be issued, and if not corrected or the violation recurs, the special event may be terminated. All previous noise violations will be considered before permitting future events.



Location map of The Doghouse Bar and Grill at 3400 S. Nova Road

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Doghouse Bar and Grill - Biketoberfest 2024 Special Event Conditions	Doghouse Bar and Grill - Biketoberfest 2024 Special Event Conditions.pdf
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Penelope Cruz	Created/Initiated - 8/30/2024
Tim Burman	Approved - 9/9/2024
Manuel Marino	Approved - 9/10/2024
Joe Wulfing	Approved - 9/10/2024
Wayne Clark	Approved - 9/20/2024
Tracee Cody	Final Approval - 9/20/2024

The following conditions apply to the Major Special Event for Doghouse Bar and Grill for Biketoberfest 2024.

1. The subject Major Special Event is for October 17th – 20th, 2024.
2. In accordance with the application submitted and approved by City Council, the proposed hours for outdoor music and activities are from 11:00 a.m. until 10:00 p.m. Normal indoor hours of operations (11:00 a.m. until 2:00 a.m.) of The Doghouse Bar and Grill will continue during the event. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
3. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Doghouse Bar and Grill shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events.

Use occupancy category	Time	Sound level limit dBA
Residential	7:00 a.m.—10:00 p.m.	60
	10:00 p.m.—7:00 a.m.	50
Commercial or business	7:00 a.m.—10:00 p.m.	65
	10:00 p.m.—7:00 a.m.	55
Manufacturing, industrial or agriculture	All times	75
Noise sensitive zone	All times	55

4. There are no vendors for this event.
5. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. Tents shall be permitted only on a temporary basis.
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
6. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
7. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.

8. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
9. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
10. The event coordinator will be providing restrooms located inside the business and 6 port-o-lets.
11. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
12. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
13. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$62.00 per hour with a minimum of three hours.
14. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
15. A temporary sign permit shall be required for signage for this event.
16. No trees shall be removed, and care shall be taken to protect landscaped areas.
17. The event coordinator shall schedule an inspection online on the [SmartGov](https://www.port-orange.org/570/How-to-Schedule-an-Inspection) Permit Portal for any fences or tents larger than 10x10 prior to first day of the event. <https://www.port-orange.org/570/How-to-Schedule-an-Inspection>
18. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
19. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
20. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/1/2024

SUBJECT: (C10) Approval of Major Special Event Request for Biktoberfest 2024 for Winners Pub at 5934 Ridgewood Ave.

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the four (4) day Biktoberfest Major Special Event request for Winners Pub, located at 5934 Ridgewood Ave. subject to the attached conditions.

SUMMARY: Silver Becker, applicant on behalf of Winners Pub, requests approval of a Special Event to be held during Biktoberfest 2024 at 5934 Ridgewood Ave. (see Location Map below). The proposed event is planned for Thursday, October 17, through Sunday, October 20. The proposed hours for the event are 12:00 p.m. to 10:00 p.m. daily, with outdoor music playing until 10:00 p.m. Normal indoor hours of operation (11:00 a.m. until 2:00 a.m.) of Winners Pub will continue during the event.

The dates of Biktoberfest 2024, as recognized by the Daytona Regional Chamber of Commerce, are Thursday, October 17, to Sunday, October 20, the same as the proposed special event dates. This will be the second Special Event at this location in 2024. No noise complaints were made to the Police Department during the past event.

Normal operations of Winners Pub will continue during the event. The outdoor activities for this event, intended to target the crowd attending Biktoberfest 2024, include live music daily, which will end at 10:00 p.m. There will be one (1) food truck at this event. The setup of the event will occur 72 hours prior to the event, and the takedown of the event will occur within 72 hours after the event. There will be (1) port-o-let facility for the event and restrooms inside the business. The applicant for this event is **not** requesting assistance from the Police Department or Public Works Department.

Staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development have reviewed the proposed event. According to Code Enforcement, there are no current code violations on the site.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. The permit holder for this event is responsible for monitoring the sound levels during the event to ensure compliance with the Code of Ordinances and placing the speakers for amplified music away from residential areas. A warning may be issued, and if not

corrected or the violation recurs, the special event may be terminated. All previous noise violations will be considered before permitting future events.



Location map of Winners Pub at 5934 Ridgewood Avenue

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Winners Pub - Biketoberfest 2024 Special Event Conditions	Winners Pub - Biketoberfest 2024 Special Event Conditions.pdf
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Penelope Cruz	Created/Initiated - 8/30/2024
Tim Burman	Approved - 9/9/2024
Manuel Marino	Approved - 9/10/2024
Joe Wulfing	Approved - 9/10/2024
Wayne Clark	Approved - 9/20/2024
Tracee Cody	Final Approval - 9/20/2024

The following conditions apply to the Major Special Event for Winners Pub for Biketoberfest 2024.

1. The subject Major Special Event is for October 17th – 20th, 2024.
2. In accordance with the application submitted and approved by City Council, the proposed hours for outdoor music and activities are from 12:00 p.m. until 10:00 p.m. Normal indoor hours of operations (11:00 a.m. until 2:00 a.m.) at the Winners Pub will continue during the event. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
3. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Winners Pub shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events.

Use occupancy category	Time	Sound level limit dBA
Residential	7:00 a.m.—10:00 p.m.	60
	10:00 p.m.—7:00 a.m.	50
Commercial or business	7:00 a.m.—10:00 p.m.	65
	10:00 p.m.—7:00 a.m.	55
Manufacturing, industrial or agriculture	All times	75
Noise sensitive zone	All times	55

4. There is one food truck for this event.
5. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. Tents shall be permitted only on a temporary basis.
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
6. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
7. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.

8. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
9. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
10. The event coordinator will be providing restrooms located inside the business and 1 port-o-let.
11. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
12. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
13. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$62.00 per hour with a minimum of three hours.
14. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
15. A temporary sign permit shall be required for signage for this event.
16. No trees shall be removed, and care shall be taken to protect landscaped areas.
17. The event coordinator shall schedule an inspection online on the [SmartGov](https://www.port-orange.org/570/How-to-Schedule-an-Inspection) Permit Portal for any fences or tents larger than 10x10 prior to first day of the event. <https://www.port-orange.org/570/How-to-Schedule-an-Inspection>
18. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
19. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
20. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/1/2024

SUBJECT: (C11) Approval of Bicycle Rodeo Community Event with Bike/Walk Central Florida

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Bike Rodeo Community Event at Riverwalk Park and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Staff is requesting approval of a Bike Rodeo community event co-sponsored with Bike/Walk Central Florida (BWCF) on November 16, 2024, at Riverwalk Park. The event is open to the public. BWCF will coordinate the Bike Rodeo and Parks & Recreation Staff will coordinate the supplemental activities, including food vendors.

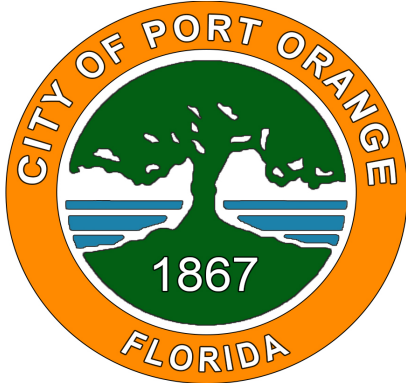
The total cost to the City for staff and rental is \$1,470. City staff required for the event will be from the Parks & Recreation and Police Departments. This event is an effort to bring awareness to pedestrian and bicycle safety and to educate the public about the safety practices for bicycles and pedestrians in central Florida.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	BWCF Manual Rental Invoice	BWCF Manual Rental Invoice.pdf
----	----------------------------	--------------------------------

Susan Lovallo	Created/Initiated - 9/10/2024
Susan Lovallo	Approved - 9/10/2024
John McKinney	Approved - 9/12/2024
Matthew Jones	Approved - 9/25/2024
Wayne Clark	Approved - 9/25/2024
Tracee Cody	Final Approval - 9/25/2024



CITY OF PORT ORANGE

1395 Dunlawton Ave, Port Orange, FL 32129

Special Event

Renter: Bike/Walk Central Florida

Attn: Emily Bush

Event: Bike Rodeo

Rental Date: 11/16/2024

Phone: 407-542-6074

Date: 9/5/2024

ITEM	TIMES	QTY	UNIT	RATES	TOTAL	TAX
Location: Riverwalk Park						
Riverwalk 1A	6:30am-12:30pm	6	Hours	\$ 50.00	\$ 300.00	
Recreation Staff	6:30am-12:30pm	6	Hours	\$ 25.00	\$ 150.00	
Parks Staff	6:30am-12:30pm	6	Hours	\$ 25.00	\$ 150.00	
Police (x2)	6:30am-12:30pm	12	Hours	\$ 68.00	\$ 816.00	
Cones	6:30am-12:30pm	50	Each	\$ 1.00	\$ 50.00	
Barricades	6:30am-12:30pm	2	Each	\$ 2.00	\$ 4.00	

Total Fees	\$ 1,470.00
Total Tax	\$ -
Invoice Total	\$ 1,470.00

In order to be exempt from tax please include your Tax Exempt form with payment



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/1/2024

SUBJECT: (C12) Approval of an Easement with Florida Power & Light Company ("FPL") for LED Lighting at the Port Orange Skate Park

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve an Easement to FPL for the installation and maintenance of lighting at the Port Orange Skate Park and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: Florida Power & Light Company ("FPL") will install lights at the Port Orange Skate Park. FPL requires an easement from the City for the installation and maintenance of the electric utility facilities and the associated light fixtures for the skate park. The Sketch and Description for the easement has been prepared by Southeastern Surveying and is attached as the exhibit to the easement document. There is no construction cost to the City for this project.

Once the easement is approved and recorded in the public records, staff will process the LED Lighting Agreement for the City Manager's review and approval.

PRESENTER: Peter Ferreira

ATTACHMENTS:

1.	FPL Easement	FPL Easement.pdf
2.	2024 FPL LT-1 Agreement Streetlights City of Port Orange Skate Park	2024 FPL LT-1 Agreement Streetlights City of Port Orange Skate Park.pdf

Peter Ferreira
Susan Lovallo
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 8/8/2024
Approved - 8/8/2024
Approved - 9/11/2024
Approved - 9/20/2024
Final Approval - 9/20/2024

Work Request No. 2 0 2 4 - 5 6 6

Sec.8, Twp 16, Rge 33

Portion of Parcel I.D. 6308-00-06-0010
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 6/11

EASEMENT (BUSINESS)

This Instrument Prepared By
Shannon K. Balmer
Sr. Assistant City Attorney
City of Port of Orange
1000 City Center Circle
Port Orange, FL 32129

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See **Exhibit "A"** ("Easement Area")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for FPL's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Entity Name:

City of Port Orange, Florida, a municipal
corporation

By: _____

(Witness' Signature)

Print Name: _____
(Witness)

(Witness' Signature)

Print Name: _____
(Witness)

Print Name: Donald O. Burnette, Mayor

Print Address: 1000 City Center Circle
Port Orange, Florida 32129

Attest: _____
Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA AND COUNTY OF VOLUSIA. The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.

(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 11, COUNTRYSIDE PUD UNIT XII-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 41, PAGE 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89°59'54" WEST, A DISTANCE OF 532.47 FEET ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11; THENCE DEPARTING SAID WESTERLY EXTENSION, SOUTH 00°00'06" EAST, A DISTANCE OF 12.05 FEET TO THE **POINT OF BEGINNING**; THENCE THE FOLLOWING TWENTY (20) COURSES AND DISTANCES: SOUTH 00°47'04" WEST, A DISTANCE OF 38.97 FEET; THENCE SOUTH 43°52'33" WEST, A DISTANCE OF 27.01 FEET; THENCE SOUTH 00°55'01" WEST, A DISTANCE OF 53.06 FEET; THENCE SOUTH 88°42'54" EAST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 89°28'09" EAST, A DISTANCE OF 62.87 FEET; THENCE SOUTH 00°38'25" EAST, A DISTANCE OF 102.02 FEET; THENCE SOUTH 02°08'03" WEST, A DISTANCE OF 82.72 FEET; THENCE SOUTH 87°21'25" WEST, A DISTANCE OF 80.61 FEET; THENCE SOUTH 87°29'18" WEST, A DISTANCE OF 61.29 FEET; THENCE NORTH 00°37'47" EAST, A DISTANCE OF 94.28 FEET; THENCE SOUTH 89°22'13" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°37'47" WEST, A DISTANCE OF 83.72 FEET; THENCE NORTH 87°29'18" EAST, A DISTANCE OF 50.71 FEET; THENCE NORTH 87°21'25" EAST, A DISTANCE OF 71.39 FEET; THENCE NORTH 02°08'03" EAST, A DISTANCE OF 73.28 FEET; THENCE NORTH 00°38'25" WEST, A DISTANCE OF 91.98 FEET; THENCE NORTH 89°28'09" WEST, A DISTANCE OF 53.13 FEET; THENCE NORTH 88°42'54" WEST, A DISTANCE OF 52.00 FEET; THENCE NORTH 00°55'01" EAST, A DISTANCE OF 66.94 FEET; THENCE NORTH 43°52'33" EAST, A DISTANCE OF 26.99 FEET; THENCE NORTH 00°47'04" EAST, A DISTANCE OF 35.03 FEET; THENCE SOUTH 89°12'56" EAST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6,250 SQUARE FEET MORE OR LESS.

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 11, COUNTRYSIDE PUD XII-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 41, PAGE 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; BEING SOUTH 89°59'54" WEST (ASSUMED)
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

DESCRIPTION FOR CITY OF PORT ORANGE	Date: JULY 29, 2024 AA		Certification Number LB2108 70848002
	Job Number: 70848	Scale: 1" = 60'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288			

SKETCH OF DESCRIPTION

POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 11
COUNTRYSIDE PUD UNIT XII-A
PLAT BOOK 41, PAGE 170

PARCEL-A
(COMMON AREA)
(FLORIDA POWER & LIGHT CO
EASEMENT PER DEED BOOK
1544, PAGE 88,89,& 90)

WESTERLY EXTENSION OF THE
NORTH LINE OF LOT 11
BEARING BASIS
S89°59'54"W 532.47'

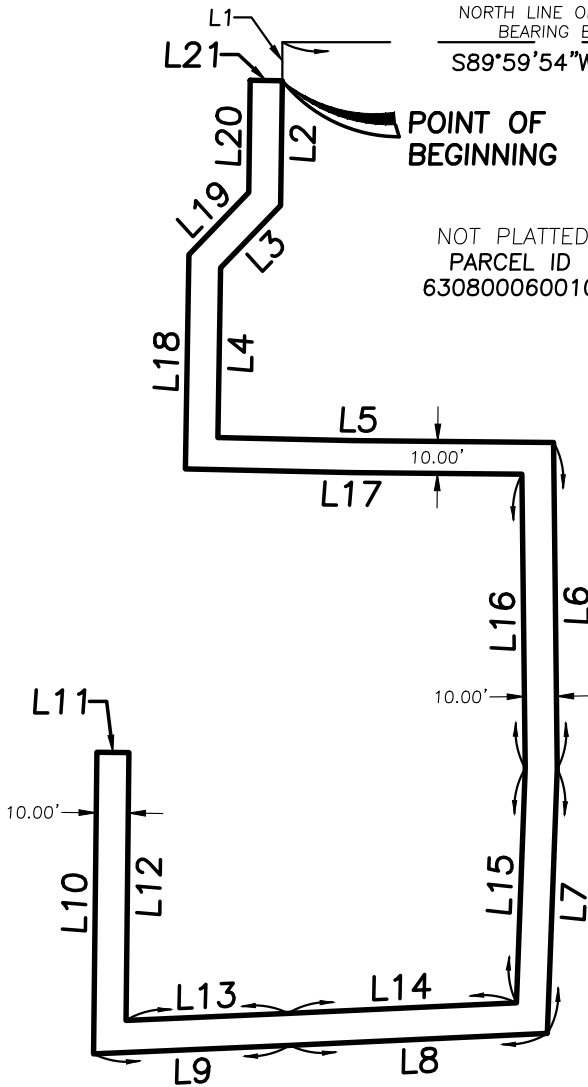
NORTH LINE OF LOT 11

POINT OF BEGINNING

NOT PLATTED
PARCEL ID
630800060010

NOT PLATTED
PARCEL ID
630800000020

**COUNTRYSIDE PUD
UNIT XII-A
PLAT BOOK 41,
PAGE 170
LOT 11**



LINE TABLE

LINE #	BEARING	LENGTH
L1	S00°00'06"E	12.05'
L2	S00°47'04"W	38.97'
L3	S43°52'33"W	27.01'
L4	S00°55'01"W	53.06'
L5	S89°28'09"E	62.87'
L6	S00°38'25"E	102.02'
L7	S02°08'03"W	82.72'
L8	S87°21'25"W	80.61'
L9	S87°29'18"W	61.29'
L10	N00°37'47"E	94.28'
L11	S89°22'13"E	10.00'

LINE TABLE

LINE #	BEARING	LENGTH
L12	S00°37'47"W	83.72'
L13	N87°29'18"E	50.71'
L14	N87°21'25"E	71.39'
L15	N02°08'03"E	73.28'
L16	N00°38'25"W	91.98'
L17	N89°28'09"W	53.13'
L18	N00°55'01"E	66.94'
L19	N43°52'33"W	26.99'
L20	N00°47'04"E	35.03'
L21	S89°12'56"E	10.00'

LEGEND & ABBREVIATIONS:

L = LINE



Drawing No. 70848002
Job No. 70848
Date: JULY 29, 2024
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108
e-mail: info@southeasternsurveying.com



FPL Account Number: **46000-01897**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Port Orange (hereinafter called the Customer), requests on this 8th day of **August, 2024**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Skate Park, located in Port Orange, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Black Area Lighting	246	30,000	4K	4	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
35' Standard Concrete Tenon Mount	4	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): 35' Standard Concrete Tenon Mount

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$43.31. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Port Orange

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Scot Thrapp
(Signature)

Scot Thrapp
(Print or type name)

Title: FPL LT-1 Representative



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/1/2024

SUBJECT: (C13) Resolution No. 24-40 - Approval of Comprehensive Emergency Management Plan

DEPARTMENT: Fire/Rescue Services

GOAL: 1 - Public Safety 3 - Quality of Life 6 - Organizational Excellence

RECOMMENDED MOTION: Motion to approve Resolution No. 24-40.

SUMMARY: The Comprehensive Emergency Management Plan (CEMP) guides the City through disaster preparedness, response, mitigation, and recovery for various emergencies and disasters. It explicitly identifies the roles and responsibilities of each department during these times. The plan's goal is to minimize the impact of disasters and facilitate recovery efforts while providing direction to the City's individual departments, the City Manager's office, and the City Council. The current CEMP was created in 2016 and requires Volusia County Emergency Management approval every four years or if a significant change has occurred.

The most significant change from the 2020 version of the CEMP was the addition of an Emergency Support Function (ESF). Volusia County requested that the City of Port Orange mirror its ESF, so an ESF for damage assessment was added. Volusia County Emergency Management has approved the City's most current update as required.

PRESENTER: Joe Wulfing

ATTACHMENTS:

1.	Resolution No. 24-40 - Approval of Comprehensive Emergency Plan	Resolution No. 24-40 - Approval of Comprehensive Emergency Plan.pdf
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Joe Wulfing
Joe Wulfing
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 8/20/2024
Approved - 8/20/2024
Approved - 9/16/2024
Approved - 9/20/2024
Final Approval - 9/20/2024

RESOLUTION NO. 24-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING AND ADOPTING THE CITY OF PORT ORANGE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN TO PROVIDE EFFECTIVE AND ORDERLY GOVERNMENTAL CONTROL FOR THE PURPOSE OF PREPARING FOR, RESPONDING TO, RECOVERING FROM AND MITIGATING THE EFFECTS OF ALL DISASTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 252, Florida Statutes, authorizes political subdivisions to take whatever actions are prudent and necessary to protect the health, safety, and welfare of the community in times of an emergency; and

WHEREAS, Chapter 26 of the City of Port Orange Code of Ordinances provides additional authority for the City to act during times of an emergency; and

WHEREAS, Volusia County Emergency Management has approved the City's Comprehensive Emergency Management Plan, a copy of the approval letter is attached hereto as Exhibit "A"; and

WHEREAS, the applicable Department Heads have reviewed and approved the Comprehensive Emergency Management Plan and recommend approval; and

WHEREAS, the City's Fire Chief and/or Police Chief, acting as the Emergency Management Coordinator and Volusia County have found that the Comprehensive Emergency Management Plan complies with Florida Administrative Rule 27P-6.010; and

WHEREAS, it is the best interest of the City and the residents to adopt the City of Port Orange Comprehensive Emergency Management Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council hereby approves and adopts the City of Port Orange Comprehensive Emergency Management Plan, a copy of which is attached hereto as Exhibit "B." The original Comprehensive Emergency Management Plan is on file in the City Clerk's Office.

Section 2. The City Manager is hereby authorized to execute the Comprehensive Emergency Management Plan and to take such further action as may be necessary to implement the intent and purpose of this resolution.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Carly R. Meek, Assistant City Attorney

[CA7286]



Department of Emergency Services
Emergency Management Division

August 16, 2024

Chief Joe Wulfinf
City of Port Orange
1090 City Center Boulevard
Port Orange, FL 32129

Dear Chief Wulfinf,

Thank you for sending Emergency Management the City of Port Orange's Comprehensive Emergency Management Plan.

Our office has concluded its review of the Comprehensive Emergency Management Plan and have found it to be consistent with the Volusia County Comprehensive Emergency Management Plan.

Most Respectfully,

A handwritten signature in blue ink, reading "Clint S. Mecham", followed by a horizontal line.

Clint S. Mecham
Director
Volusia County Emergency Management

Foreword

The City of Port Orange acknowledges the responsibility to assist those living within the city during difficult times. The livelihood of those living and working within the city may depend on continuing government services during and following a critical incident. The local government is the primary participant whenever a critical incident occurs, and city staff must be able to react to these events.

One of the primary responsibilities of the Port Orange Emergency Management Division is to develop an emergency management plan that provides the framework for emergency response to critical incidents. Additionally, this division strives for a fluid community outreach program to educate citizens on the importance of being prepared. The City of Port Orange needs the preparedness efforts of all the city's citizens, private sector businesses, non-profit organizations, and visitors. The City of Port Orange is the local government's effort for emergency preparedness, mitigation, response, and recovery. When a critical incident strikes, there is a calling for an all-hands-on-deck mentality. Port Orange adopts this mentality to recover from critical incidents successfully.

The Port Orange Comprehensive Emergency Management Plan (CEMP) is considered a living document in that it is subject to continuous review and revision based on an ever-changing environment. CEMP participants are encouraged to question the effectiveness of their sections as they strive to provide the most efficient, effective response and recovery procedures possible with the available resources at their command. The Basic Plan is the foundation of the emergency operations within Port Orange and is enhanced with additional annexes that speak to specific aspects of emergency management within the city.

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Promulgation Statement

Don Burnette
Mayor

Wayne Clark
City Manager

The local government's primary role is to support its citizens' welfare. The welfare and safety of citizens are never more threatened than during critical incidents. Emergency management ensures that mitigation, preparedness, response, prevention, and recovery actions exist to preserve public welfare and safety.

This plan provides a comprehensive framework for Port Orange's emergency management. It addresses the roles and responsibilities of the local government. It provides information to County, State, Federal, and private organizations and resources that may be activated to address critical incidents and emergencies in Port Orange.

The City of Port Orange Comprehensive Emergency Management Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual critical incident and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance. The plan will heed guidance from the Volusia County CEMP, Florida State CEMP, and FEMA guidelines for emergency management.

Therefore, in recognition of the emergency management responsibilities of the City of Port Orange government and with the authority vested in me as the city's Chief Executive Officer, I hereby promulgate the City of Port Orange Comprehensive Emergency Management Plan.

Date

Wayne Clark, City Manager

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Approval and Implementation

This plan supersedes all City of Port Orange Comprehensive Emergency Management Plans dated prior to August 1, 2024.

The transfer of management authority for actions during an incident is done by executing a written delegation of authority from an agency to the incident commander. This procedure facilitates the transition between incident management levels. The delegation of authority is a part of the briefing package provided to an incoming incident management team. It should contain both the delegation of authority and specific limitations to that authority.

The City of Port Orange's Comprehensive Emergency Management Plan delegates the City Manager's authority to specific individuals if they are unavailable. The chain of succession in a significant emergency or critical incident is as follows:

City Manager

Assistant City Manager

Fire Chief

Police Chief

Public Works Director

Date

Wayne Clark, City Manager

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Record of Change

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Introduction

A. Purpose

The Port Orange Comprehensive Emergency Management Plan (POCEMP) aims to establish a comprehensive and coordinated all-hazards approach and a plan for effective response to and recovery from emergencies and critical incidents in Port Orange.

The POCEMP, utilizing guidance from the National Incident Management System (NIMS), establishes a framework for an effective comprehensive emergency management system.

This plan defines the actions and roles necessary to provide a coordinated response within the City of Port Orange.

B. Scope of Preparedness and Applicability

This plan applies to all participating departments and agencies of the jurisdictions contained within the geographical boundary of the City of Port Orange.

The POCEMP covers the full range of complex and constantly changing requirements in anticipation of responses to a wide variety of threats. The POCEMP also provides the basis to initiate long-term community recovery and mitigation activities. The POCEMP:

- a. Outlines that the primary response and recovery responsibilities belong to the local government and are supported by state and federal resources.
- b. Establishes fundamental policies, program strategies, and assumptions for a countywide comprehensive emergency management program.
- c. Establishes a method of operations that spans the direction and control of an emergency from initial monitoring through post-critical incident response, recovery, and prevention.
- d. Defines the mechanisms to facilitate delivery of immediate assistance through requests to Volusia County.
- e. Assigns specific functions to appropriate staff and outlines coordination methods with the private sector and voluntary organizations.
- f. Addresses the various types of emergencies likely to occur within the jurisdictional boundaries of the city.
- g. Identifies the actions that Port Orange will initiate.

C. Authorities

Various statutory authorities, regulations, and policies provide the basis for actions and activities in incident management. Nothing in the POCEMP alters the existing authorities of individual departments and agencies. The POCEMP establishes the coordinating structures, processes, and protocols required to integrate state departments and agencies' specific statutory and policy authorities in a collective framework for action to include prevention, preparedness, response, and recovery activities.

Situation

A. Characteristics of Port Orange, Florida

- a. **Location:** The City of Port Orange is situated on the east coast of Florida, located in Volusia County. The city occupies 28.13 square miles of land in Central Florida that rises 2.9 feet above sea level. The city has over 294 miles of roadway. This includes a major interstate (I-95) and Dunlawton Avenue (SR-421). The city owns 6,900 acres of land that comprise the City's well field.
1. **Population:** The city's population has grown throughout its history. As of July 1, 2023, the city had an estimated population of 64,870. The population is 87.5% White, 4.8% Black, 5.7% Hispanic, and 2.5% Asian. The percentage of special needs citizens within the jurisdictional boundaries of Port Orange is 11.1% of the population.
- b. **Tourist Population:** Tourism is a significant contributor to the city's economy and the number of people that may be at risk at the time of a critical incident. While most of the tourism is not centered within Port Orange, the city provides a main thoroughfare to Ponce Inlet and Daytona Beach Shores from major roadways via Dunlawton Avenue. This population impacts the city's ability to disperse public information. Lack of familiarity with local roadways, place names, travel directions, and language difficulties could become issues in managing this population.
- c. **Housing:** The average household income is \$65,026, with an 11.7% poverty rate. The median home value is \$263,600. As of 2022, the Census Bureau estimated 31,072 housing units, 4,412 of which were mobile homes.
- d. **Culture Details:** There are six elementary schools, two middle schools, two high schools, and one private school in the City. The City is also the site of the Palmer Chiropractic College of Florida and numerous childcare/education facilities. There are also many assisted living facilities. Port Orange has two hospitals capable of receiving patients via ambulance.
- e. **Economic Base and Infrastructure:** The economy is based on a multitude of sectors, including education, health/medical services, professional services, finance, retail trade, public administration, and entertainment/restaurant services. Minor employment sectors include manufacturing, construction, personal services, wholesale trade, and communications.

Some major employers include Halifax Hospital, the City of Port Orange, Florida Power and Light, Lowe's Home Center, Home Depot, Target, Palmer Chiropractic College, the Volusia

County School Board, Wal-Mart, BJ's Wholesale Club, U.S. Foods, the Port Orange Post Office, Thompson Pump, and By Light.

- f. **Special Events:** The Daytona International Speedway, less than 10 miles from City Hall, is home to the Daytona 500 NASCAR race, which brings an estimated quarter million people to Volusia County. Bike Week and Jeep Beach are smaller events that occur throughout the year. All special events increase traffic and population in the city.

B. Hazard Profile of Port Orange

The City of Port Orange is subjected to the effects of many critical incidents, varying widely in type and magnitude from local communities to statewide in scope.

Critical incident conditions could result from many natural phenomena, such as hurricanes, floods, severe thunderstorms, lightning, high water, drought, severe winter weather, fires, epidemics, severe heat, or high winds.

Port Orange operates a municipal utility system, which includes potable (drinking) water, sanitary sewer, and reclaimed water. The department's service area includes Port Orange, Ponce Inlet, Wilbur-by-the-Sea, portions of Daytona Beach Shores, and unincorporated Volusia County.

Port Orange is subject to a multitude of other manmade incidents, such as transportation (FEC & I-95) accidents involving chemicals and other hazardous materials, plant explosions, cyber-attacks, electronic hacking, chemical, oil, and other hazardous material spills, leaks or pollution problems, dumping of hazardous wastes, building or bridge collapses, utility service interruptions, energy shortages, civil disturbances or riots, active shooter incidents, terrorism, warfare, applicable criminal acts, or a combination of any of these.

A comprehensive assessment of the water facilities for vulnerabilities has been conducted for the City of Port Orange. Copies of this document may be obtained by the city manager, emergency manager, city attorney, and public utilities director. The contents of this document are exempt from the Freedom of Information Act (FOIA) (Exemption 2). **VIOLATIONS ARE PUNISHABLE BY LAW AND CONFIDENTIAL UNDER F.S.281.301.**

Weather-Natural Hazards (additional references outlined in the Local Mitigation Strategy)

Drought:

A drought is a prolonged period of less-than-normal precipitation such that the lack of water causes a severe hydrologic imbalance. Common effects of drought include crop failure, water supply shortages, and fish and wildlife mortality. High temperatures, high winds, and low humidity can worsen drought conditions and make areas more susceptible to wildfire. Human demands and actions

can hasten or mitigate drought-related impacts on local communities.

Thunderstorms: Thunderstorms are caused by air masses of varying temperatures meeting in the atmosphere. Rapidly rising warm, moist air fuels the formation of thunderstorms.

Tornadoes: A tornado is a violently rotating column of air that has contact with the ground and is often visible as a funnel cloud. Its vortex rotates cyclonically with wind speeds ranging from as low as 40 mph to as high as 300 mph. Tornadoes are often generated by thunderstorm activity when cool, dry air intersects and overrides a layer of warm, moist air, forcing the warm air to rise rapidly. The destruction caused by tornadoes ranges from light to catastrophic depending on the storm's intensity, size, and duration.

Floods: The overflowing of a large amount of water beyond its normal confines, especially over normally dry land.

- Wildfires: An uncontrolled fire burning in an area of vegetative fuels such as grasslands, brush, or woodlands. Heavier fuels with high continuity, steep slopes, high temperatures, low humidity, low rainfall, and high winds increase the risk for people and property in wildfire hazard areas or along the urban/wildland interface. Wildfires are part of the natural management of forest ecosystems, but human factors cause most. Over 80 percent of forest fires are started by negligent human behavior, such as smoking in wooded areas or improperly extinguishing campfires. The second most common cause of wildfires is lightning.
- Hurricanes: Hurricanes and tropical storms are classified as cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate counterclockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and with a diameter averaging 10 to 30 miles across. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, named and closely monitored by the National Hurricane Center. The storm is deemed a hurricane when sustained winds exceed 74 miles per hour. The primary damaging forces associated with these storms are high-level sustained winds, heavy precipitation, and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves, and tidal flooding, which can be more destructive than cyclone wind. Most hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico during the official Atlantic hurricane season, which extends from June through November.

Hazardous Materials-Technological

A catastrophic incident has the potential to cause significant damages and deaths. Hazardous food or water supply materials can lead to long-term health problems. If uncontrolled releases of hazardous materials are not reported or cleaned up, the contamination can go unnoticed for many years. Any uncontrolled release of dangerous material can risk health, safety, and property.

While there have been no reported radiological incidents in Port Orange, it's important to be aware that such an incident could occur while transporting materials through Interstate 95. Understanding this risk is crucial for preparedness and response planning.

The covert usage of radiological materials by terrorist groups as a weapon of mass destruction (WMD) is a concern, namely because of the proximity to Orlando, the

Atlantic Ocean, and Interstate 95. The weapon could be detonated using conventional means and spread radioactivity over a large area.

Depending on atmospheric conditions, one pound of radioactive material is anticipated to affect an area greater than one mile. Inhalation hazards and general contamination of persons, buildings, and equipment are the primary concern.

Methamphetamine is a synthetic amphetamine or stimulant that is illegally produced and sold in various forms, such as pills, capsules, powder, and chunks. It is manufactured in clandestine drug labs, which are often located in motels, rural areas, and residential places, including houses, apartments, and garages. There have also been instances of mobile labs being found in vehicles and discarded along roadsides or parking lots.

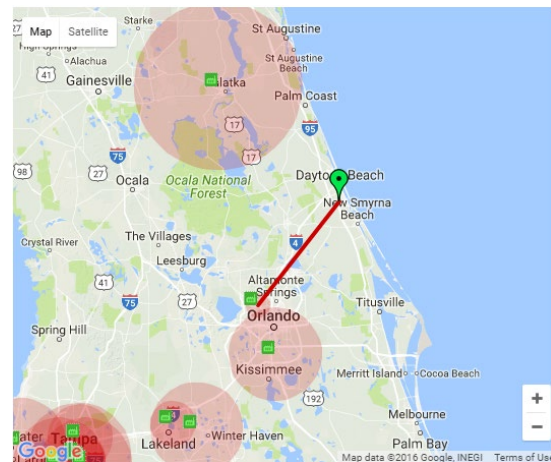
Terrorism-National Security Related

In the United States, 4.6 million children at nearly 10,000 schools nationwide are within a mile of a facility that reports to the EPA Risk Management Program (RMP). Factories, refineries, and facilities mandated to report to the EPA's RMP produce, store, and use large amounts of dangerous chemicals, which would put children at risk if there was a release.

The closest facility enrolled in the RMP is 43 miles from Port Orange and has a small vulnerability zone. The City of Port Orange is not in a vulnerability zone.

5 Closest RMP program facilities (by distance)

Tanner Industries (Apopka, FL)
Georgia Pacific Corporation (Palatka, FL)
Brenntag U.S.A. (Orlando, FL)
KIK International Inc. (Auburndale, FL)
McIntosh Power Plant (Lakeland, FL)



Planning Assumptions and Considerations

- A. To establish the POCEMP, the City of Port Orange recognizes the following assumptions.
- a. A critical incident can occur suddenly, leading to significant loss of life, property, and environmental and economic damage.
 - b. Local resources will be utilized first. State and federal support will augment ongoing critical incident operations. Local jurisdictions will enter into mutual aid agreements with each other as necessary to use their resources most effectively in response to emergencies and critical incidents.
 - c. Incident management activities will be initiated and conducted using the principles contained in the NIMS.
 - d. Unconventional hazards require unprecedented response measures. Such threats call for developing more specific operational plans, which will complement the policies established in this plan.
 - e. Many of the needed resources are available locally; however, shortfalls may dictate the coordination of outside resources through the Volusia County Emergency Management Division.

B. Classification of Critical incidents and Levels of Activation

The State of Florida and Volusia County have established methods for classifying critical incidents, levels of emergency response, and EOC activation. This is by Florida Statute 252 Emergency Management. The City of Port Orange will utilize the identical method.

- a. **Minor Disaster:** This means a disaster that is likely to be within the response capabilities of local government and results in only minimal need for State or Federal assistance.
- b. **Major Disaster:** This means a disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance.
- c. **Catastrophic Disaster:** This means a disaster that will require massive State and Federal assistance, including immediate military involvement.

The levels of activation for the City's CEMP and the City's EOC will be as follows:

- a. **Level 3, Monitoring Activation:** This is the monitoring of the community and events that typically occur; this monitoring is done to ensure readiness on the part of the City's

Emergency Organization to activate the City EOC and/or specific components of the City's Emergency Organization if indicated.

- b. **Level 2, Partial Activation:** This level represents a partial activation of the City's EOC with concurrent activation of selected components of the City's Emergency Organization to provide assistance and resources. The incident commander will activate a selection of ESFs during this level.
- c. **Level 1, Full Activation:** Represents the full activation of the City's EOC and, in most cases, the activation of all components of the City's Emergency Organization.

C. Emergency Operations Center

The Port Orange Emergency Operations Center is located at 4545 S Clyde Morris Boulevard. The EOC will be the point of contact for all coordination and communication during activation by ICS principles and will coordinate with the Volusia County EOC.

- a. The EOC Operations room is a dedicated, full-time facility with a "warm" status. The EOC can be activated immediately by entering the door and turning on the lights.
- b. Standard room and table configuration is based on functional requirements of the EOC ICS organization.
- c. No furniture is fixed. Tables, workstations, and chairs can be reconfigured as needed.
- d. Situational awareness and resources status display boards:
 - Dry erase boards throughout
 - Ceiling-mounted projector
 - Smartboard
 - Televisions.
- e. Building has redundant access control security systems.
- f. Technology:
 - City network access with intranet and internet access
 - Laptop computers at each EOC workstation
 - Multiple telephones at each EOC workstation
 - Use of SharePoint
 - Ceiling-mounted projector and televisions to view situational information.
 - Call Center

To enter the EOC, personnel will enter through the gate to the North of the Police Department. Staff may park on the west side of the parking lot, which can be done by turning right immediately after entering through the gate. The door to the EOC is labeled and will be unlocked by designated personnel. The Information Technology Division issues access cards to EOC personnel that will be activated whenever emergency operations become operational.

Once EOC personnel complete the basic Criminal Justice Information System training, EOC personnel may travel somewhat freely through the second floor of the police department. EOC

personnel are not allowed in secure areas (e.g., Jail, Evidence, Records).

Staff must bring all sleeping necessities and any specialized food for their stay. Some cots may be provided, and the Logistics Section will seek an emergency food contract. Staff should be prepared to live under emergency conditions that may not equate to comfort.

D. Employee and Family Sheltering

Port Orange Recreation Facility is a designated private shelter for employees and their families. The facility is a pet-friendly shelter. City employees with emergency operations responsibilities are encouraged to have a family emergency plan. City shelter activation is not automatic with an EOC activation and will only be activated for specific events, such as a hurricane, at the discretion of the Incident Commander.

Upon activation of employee sheltering at the Recreation Facility, there will be a designated “pet room” for employee pets to be crated and housed. All employee pets must be contained in order to stay at the shelter. An animal control officer will be assigned to this area to oversee the safety of the pets in the shelter. Animal owners will be responsible for feeding and caring for their animals. Owners will provide food and any additional necessities for the pet.

The Human Resources Department distributes an annual employee survey in May. It asks employees who intend to use the employee family sheltering center to provide information for those who will attend. The survey is kept on file with the HR and Parks and Recreation departments and is used for planning purposes.

Security is a significant concern during emergency activations. Because of this, an assigned staff member will be stationed in the front area of the Recreation Center to oversee those entering and exiting. They will also be available to answer questions from those within the facility.

E. Other Municipalities

In a time of need, South Daytona, Ponce Inlet, and Daytona Beach Shores have designated Port Orange as an evacuation destination for their municipal EOC. These individuals' food and shelter needs will be coordinated annually by the Logistics Section.

F. Hazard Control and Assessment Procedure

- a. Perceive** Analysis of historical data for the state, county, and city to assist with the visualization of what may threaten the community based on past experiences. Input from Volusia County, the Central Florida Intelligence Exchange, Federal, State, and County law enforcement, and forecasting from the National Weather Service office in Melbourne and the National Hurricane Center in Miami provide valuable insight.
- b. Assess:** Hazards are assessed based on the probability of occurrence and the

potential for infrastructure damage, economic loss, revenue disruption to government, and the psychological impact on the public, which are measurements that can be used to assess each hazard.

- c. **Control Strategy:** This is done by the subject-matter experts within the department or community partners with the most knowledge of the issue.
- d. **Control:** What actions can be taken to control the hazard?
- e. **Monitor:** Monitoring ensures that the hazards are not reactivated after being controlled.

G. Protective Action Selection

The response activities listed below typically take place at the EOC. Sometimes, information from the scene must be communicated to the EOC to complete these tasks correctly. The ordered steps for protective action selection are as follows.

1. Analyze the threat.
2. Determine protective action.
3. Determine public warning.
4. Determine a protective implementation plan.

The Incident Commander and the Planning Section will incorporate the protective action selection process to enable the emergency operations to respond to each incident. Analyzing the threat on Port Orange will be a continuous action throughout activation.

H. Communication

a. Public Information Officer

The Public Information Officer oversees all communication with the public from the Emergency Operations Center. The PIO will strictly communicate with the Volusia County PIO to obtain accurate and up-to-date information regarding county communication.

1. If necessary, the Public Communication section will be expanded during Level 1 and Level 2 activations through the Crisis Communication Team.
2. All communication by the PIO will be professional and courteous despite the emotions created by critical incidents.
3. The Public Information Officer will delegate and assign a designated individual(s) within the Public Communication section to manage social media.

b. Crisis Communication Plan

The City of Port Orange has established a Crisis Communication Plan outlining the communication procedures with the public and external agencies. Depending on the situation, this plan may be activated with or without an EOC activation.

c. Procedure for Communication

1. Creation of straightforward, concise message content
2. Selection of appropriate public warning system(s)
3. Approval of outgoing message by Incident Commander
4. Disseminate public warning.
5. Notification of all necessary personnel before the message is dispersed to keep everyone informed (i.e., Call Center)

The dissemination of information to the public is essential during incidents. This mitigates the fear factor vulnerability and ensures that stakeholders throughout the community are keyed into possible threats.

d. Means of External Communication

1. The City of Port Orange provides both fire and police services. Before and during emergencies, personnel from both the fire and police departments will assist with warnings/evacuations, providing traffic management, recovery, and identification of victims. In the event of an evacuation order, both departments will be available to travel through manufactured/mobile home parks with a predetermined message utilizing a public-address system to announce the evacuation if initiated by the Incident Commander. If time permits, such notification will take place throughout the city.
2. The City of Port Orange has established a website that communicates daily with community members. This website will be utilized in an emergency to communicate warnings/evacuations.
3. The City of Port Orange has useful social media communication sources, which will be used to disperse information during an emergency. This will be done primarily through the City Hall social media sites, with support from additional departments through page/post sharing.
4. The City of Port Orange utilizes an external emergency notification system and an internal notification system, which may be used to disperse information to registered residents.
5. The City of Port Orange has collated contact information for designees of Homeowner Associations throughout the city.

ii. Internal Information Collection and Dissemination

1. During activations, EOC personnel collect information from the field through communication with personnel and/or residents. This information is shared through the EOC and documented electronically.

2. Situation Reports (SITREPs) are created through the EOC to establish progress on issues. Depending on what is needed, these SITREPs may be housed internally or pushed out to the Volusia County EOC.
3. For a county-wide or state-wide incident, the City of Port Orange will send a representative to the County EOC to exchange situational awareness information and facilitate mutual aid requests.

iii. Port Orange Call Center

1. The Port Orange Call Center will be activated during an EOC activation.
2. The call center may be activated independently based on the situation.
3. ESF #14 will coordinate a schedule for call center staff.
4. The Public Information Officer will supply the call center staff with all known information and continually update them.
5. The Port Orange Call Center phone number will be advertised as 386-506-5999
6. Whenever the call center is not activated, the Information Technology Division will leave a detailed message explaining phone numbers to call in place of the call center.

I. Mutual Aid

The City of Port Orange recognizes that assistance from other jurisdictions and groups may be necessary during emergencies. Emergency Operations staff should foster and maintain these types of relationships. The Emergency Management Office shall be notified of new agreements.

- a. In accordance with county procedures, the City is subject to “automatic mutual aid” with jurisdictions within the county. The City of Port Orange will also be required to reciprocate this aid and should be prepared to do so. During periods when the ESF and/or County EOC is not activated, intra-county mutual aid is requested through the county warning point per established procedures.
- b. The City is also enveloped in a statewide mutual aid agreement through Volusia County.
- c. Explanation of Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU)

Agreements: Agreements with private relief organizations provide immediate aid to critical incident victims and some assistance the government cannot render.

Understandings: Understandings with adjoining counties or local governments recognize that certain situations require effective coordination and cooperation

between jurisdictions to achieve adequate response and provide for residents' general safety and health. These documents formalize and focus attention on commitments and help avoid misunderstandings.

Many elements should be considered whenever entering an MOA/MOU, including but not limited to the following:

1. Emergency use of resources and capabilities of organizations not part of a government structure will be pre-arranged through agreements to the maximum extent feasible. Duly authorized officials will enter agreements, formalized in writing, whenever possible.
2. Agreement between elements of the same government will be included in their plans. Details of such agreements that are inappropriate for inclusion in these plans will be outlined in an SOP, as well as instructions or other directives of the government units concerned.
3. Unless otherwise provided, agreements remain in effect until rescinded or modified. Annual or other periodic updates will prevent them from becoming outdated.
4. A clear statement of agreement regarding payment reimbursement for personnel services rendered, equipment costs, and material expenditures is mandatory.

Assistance Stipulations

1. If a state or county-declared emergency occurs, the use of volunteers or accepting donated goods and services shall be coordinated through the County EOC. If it's a city-specific incident, only volunteers shall be coordinated through the American Red Cross or other appropriate agencies. Elements that must be considered when utilizing volunteers or donated goods are:
 - a. Administration of insurance claims
 - b. Consumer protection
 - c. Duplication of benefits
 - d. Non-discrimination
 - e. Relief assistance
 - f. Preservation of environment and historic properties

When the resources within the city become exhausted, a needs request will be submitted to Volusia County. When these needs exceed the capabilities of the counties, the state will be called on to assist. If this becomes exhausted, the Federal Government will be notified.

The incident commander will submit periodic situation reports to Volusia County during

activation. This will be done through the county liaison stationed at the county EOC through their standard form accessible to the representative. The county liaison will communicate the SITREP schedule at the activation time.

Before entering an MOA, MOU, or other agreement, personnel should perform due diligence, with consultation from the legal department if necessary.

All mutual aid assistance received should be accounted for as it may be a Public Assistance Category B project eligible for reimbursement.

J. Protective Actions

- a. Monitor the progress of protective action implementation.
- b. Control access and isolate danger area
- c. Evacuation support - Mutual aid support is available through the County EOC and agreements with local law enforcement.
- d. Decontamination support - Mutual aid assistance via the county Hazardous Material Team.
- e. Medical treatment – Hospitals in Volusia County have surge capability plans.
- f. Special population support - Support is available through Emergency Support Functions 6 and 8 in the County EOC.
- g. Search and rescue - Mutual aid support through the neighboring fire departments, Volusia County Fire Rescue Technical Rescue Team, Florida Urban Area Search and Rescue Task Force 4, and the Volusia County Sheriff's K-9 team.

K. Available Staging Areas

- a. Logistical Staging Areas Available for City Departments
 - i. City Center Ballfield Complex
 - ii. Recreational Facility
 - iii. Water Treatment Complex
 - iv. City Yards
 - v. Additional Park facilities operated by the Parks and Recreation
- b. Police Staging Areas
 - i. Fire Station 74
 - ii. Fire Station 75
 - iii. CBL & Associates Properties, The Pavilion at Port Orange
- c. Public Works Relocation and Staging Areas
 - i. City Center Ballfield Complex
 - ii. Cypress Head Golf Course
 - iii. Dorothy Hukill Annex

- d. Vehicle Relocation Areas
 - i. City Center Ballfield Complex
 - ii. Recreational Facility
 - iii. Cypress Head Golf Course
 - iv. Dorothy Hukill Annex

L. Primary City Facilities

- a. City Hall: 1000 City Center Circle
 - i. Finance Department
 - ii. Community Development Department
 - iii. Administrative Services Department
 - iv. City Clerk
 - v. City Manager's Office
- b. Recreation Facility: 4655 City Center Circle
- c. Dorothy Hukill Annex
 - i. Public Utilities Administration
 - ii. Parks & Recreation Administration
- d. Public Works: 407 Virginia Avenue
- e. Garnsey Water Treatment Plant: 4400 Wellfield Drive
- f. Wastewater Treatment Plant: 817 Oak Street
- g. Police Department: 4545 Clyde Morris Boulevard
- h. Fire and Rescue Department:
 - i. Station 71: 4200 Ridgewood Avenue
 - ii. Station 72: 6027 Central Park Boulevard
 - iii. Station 73: 1090 City Center Boulevard (Fire Administration)
 - iv. Station 74: 6701 Airport Road
 - v. Station 75: 1701 Town West Boulevard
- i. Adult Activity Center: 4790 S. Ridgewood Avenue
- j. Lakeside Community Center: 1999 City Center Circle

M. Employee Staging

- a. EOC Personnel: Staff are currently required to bring all sleeping necessities. The Logistics Section will make some cots available to staff. Staff will be able to sleep in rooms on the second floor of the Police Department that are deemed available by the Police Department.

- b. Fire Department: Staff will be housed at fire stations throughout the city. During an event involving significant flooding or storm surge, Station 71 may be closed, and personnel will be assigned to other Stations during the storm. The Fire Administration will determine the closing of fire stations based on the projected path and strength of the storm.

II. Police Department: Staff will be housed in the Police Department.

- c. Public Works: Staff will be staged at Public Works facilities, the Dorothy L. Hukill City Center Annex, the Recreation Center, or the golf course at Cypress Head.
- d. Public Utilities: Staff will be staged at Public Utilities facilities, Dorothy L. Hukill Annex, or the Recreation Center.
- e. Parks and Recreation: Staff will be staged at the Recreation Center when being utilized as the city shelter.

A. Short-Term Needs

- a. Shelter operations: The County of Volusia is solely responsible for opening and operating shelters for the public. Municipalities may choose to operate a shelter based on the event.
- b. Unite families: This is a traditional function of the American Red Cross, which maintains an office in Daytona Beach.
- c. Continued medical treatment: Accomplished by utilizing medical surge plans at the local and state levels.

When it decides to evacuate, Halifax Hospital in Port Orange will relocate to the main branch in Daytona Beach. Their evacuation needs do not affect the city.

- d. Increase security: Accomplished through automatic mutual aid plans within the county. The Port Orange Police Department has contact information with the county, in addition to being able to reach out via dispatch.
- e. Stabilize the affected area: Accomplished through automatic mutual aid plans within the county.

B. Long-Term Needs

- a. Re-entry to Area: Initial re-entry to the affected area will be conducted through a coordinated effort between the Port Orange Police Department and Port Orange Fire and Rescue Department, with PD taking the lead. Volusia County will also have a hand in re-entry and communication of re-entry to the area. After re-entry to the area has been surveyed, the authorization will be confirmed by the Police Chief to the Incident Commander. The re-entry order will be dispersed through

ESF #14/PIO. Mutual aid is available from police departments within Volusia County, Volusia County Sheriff's Office, Volusia County Correctional Facility, the Volusia County K-9 Bloodhound Unit, and the Florida Highway Patrol.

- b. Recovery of Area: Volusia County maintains a Recovery Annex to its Comprehensive Emergency Management Plan. Long-term recovery assistance is available from the State of Florida and FEMA through such activities as:
 - a. Point of Distribution (POD)
 - 1. If resources are needed throughout the county, Volusia County will staff and supply the POD. This will be a distribution point for information, water, ice, tarps, etc. The city does not need to staff POD locations but will dictate where the preference for POD locations is through the County EOC liaison. The State of Florida is evolving away from the operation of PODs, so their establishment will likely be reserved for catastrophic incidents.
 - 2. If additional PODs are needed, the city, through the Logistics Section, may be able to operate several situation-based satellite POD locations.

Potential Pod Locations

- 1. Home Depot: 1551 Dunlawton Avenue
- 2. Memorial Park: 3801 Jackson Street
- 3. Adult Activity Center: 4790 S Ridgewood Avenue
- 4. The Pavilion Mall Complex: 5501 S Williamson Boulevard
 - a. Critical Incident Recovery Centers (DRC) will provide financial aid and social services. They are located based on need following an incident or critical incident. FEMA and Volusia County coordinate these services. These locations will be announced following a critical incident and may take up to 2-3 weeks to be established. The establishment of DRCs will be situation-based.

Prospective DRC location in Port Orange: Adult Activity Center 4790 S Ridgewood Avenue

- b. Federal Damage Assessment Teams: Following preliminary damage assessment by the state and county, FEMA teams will be sent in to verify these findings. Potential time to arrive: 6-10 days.
- c. Federal/State Community Relations Teams will provide door-to-door

information in the affected area. They customarily arrive 3-5 days post-impact and are assigned based on need.

- d. Federal and state Housing Teams will locate long-term housing units. They customarily arrive 3-5 days after the impact and are assigned based on need.
- e. The Florida Department of Health activates teams as necessary to ascertain the extent of Behavioral / Mental Health issues created by the incident. Federal Behavioral Health Teams can be requested if the need is sufficient.

Roles and Responsibilities

The City of Port Orange recognizes that each municipality must provide for public safety, including managing critical incidents/emergencies.

The City conducts emergency operations according to established plans and procedures to include:

- Maintaining an emergency management program at the city level involving all stakeholders who have responsibilities in the comprehensive emergency management system within the city.
- Implement a broad-based public awareness, education, and information program designed to reach all citizens, including those needing special media formats, non-English speaking, and those with hearing impairment or loss.
- Execute mutual aid agreements within the county for reciprocal emergency aid and assistance if a situation is beyond the city's capability.
- Maintain an emergency management program designed to avoid, reduce, and mitigate the effects of hazards by enforcing policies, standards, and regulations.
- Maintain cost and expenditure reports associated with critical incidents, including resources mobilized by mutual aid agreements.
- Coordinate a high-caliber public information program during an emergency.
- Develop and maintain procedures to receive and shelter individuals at city shelters.

The City of Port Orange has established a hybrid response system, the Incident Command Structure, with critical incident response resources organized into Emergency Support Functions (ESF). Each ESF comprises department personnel who manage and coordinate specific categories of assistance typical of all critical incidents and emergency events. Each ESF has designated a primary department to ensure the coordination and delivery of goods and services to the impacted area.

The ESF's provide the structure for coordinating support for man-made and naturally occurring critical incidents and emergencies. The following is a summary of the purpose of each ESF:

ESF #1: Transportation: Police Department

- Coordinate and process transportation resources and people (evacuation).
- Report damage to transportation infrastructure.
- Coordinate alternate transportation services.
- Coordinate the restoration and recovery of the transportation infrastructure.

ESF #2: Communications: Information Technology Division

- Provide temporary communications to support incident management.
- Facilitate the restoration of the communications infrastructure.
- Coordination of communication resources and equipment within the city.
- Maintenance of communication equipment in the EOC.

ESF #3: Public Works: Department of Public Works

- Infrastructure protection and emergency restoration
- Emergency road and debris clearance for support to public safety

- Engineering and construction services
- Liaison with county, state, and federal resources
- Debris management
- Facility Management
- Facilitation of 3rd party contractors

ESF #4: Firefighting: Fire and Rescue

- Fire prevention and suppression activities
- Fire mutual aid and resource augmentation
- Fire command and control structure

ESF #5: Information and Planning: Emergency Management

- Facilitation of Emergency Operations Center (EOC) activation
- Advisement of emergency decision-making and the declaration process
- Analysis and dissemination of information
- Issuing situation reports, bulletins and advisories
- Communication with the liaison at Volusia County EOC

ESF #6: Mass Care: Parks and Recreation Department

- Shelter operations
- Facilitate distribution of supplies to critical incident victims
- Fulfill the needs of the population.

ESF #7: Resource Support: Finance Department

- Resource coordination and support
- Resource procurement
- Personnel augmentation
- Financial management

ESF #8: Health and Medical: Risk Management/Fire and Rescue

- Assessment of public health and medical needs
- Public health surveillance
- Medical care personnel
- Medical equipment and supplies
- Facilitation of pre-hospital emergency medical services

ESF #9: Search and Rescue: Fire and Rescue

- Resources needed to conduct research and rescue activities
- Outside resources available to augment local search and rescue efforts
- Ground and water search resources
- Responsible for conducting urban search-and-rescue operations

ESF #10: Hazmat: Fire and Rescue

- Coordinated response to hazardous materials incidents

ESF #11: Food and Water: Parks and Recreation Department

- Coordination of transportation of food (and water) supplies to all staff
- Coordination of food preparation and distribution to city shelters
- Maintenance of inventory list and expenditures for food supplies

ESF #12: Energy: Public Utilities Department

- Water services (water, sewer and stormwater)
- Private utilities industry coordination
- Energy forecasting

ESF #13: Military Support: Police Department

- Coordination with county, state, and federal law enforcement agencies

ESF #14: Public Information: Public Information Officer

- Emergency public information
- Ongoing public education program
- Coordination of the Crisis Communication Team
- Media and community relations

ESF #15: Volunteers and Donations: Emergency Management

- Facilitation of volunteers and donated goods
- Liaison between county, state, and federal agencies and 3rd parties

ESF# 16: Law Enforcement: Police Department

- Law enforcement activities
- Ingress and egress to the critical incident scene(s)
- Coordination with county, state, and federal law enforcement agencies

ESF #17: Animal Protection: Police Department

- Coordination of code enforcement regarding animals
- Facilitation of resources in response to pet, farm, and wild animal care
- Oversight of pet-friendly shelters (city shelter)

ESF #18: Business, Industry and Economic Stabilization: City Manager's Office

- Coordination between local government and business and industry.

ESF #19: Fuels: Public Works

ESF #20: Cybersecurity

ESF #21 Damage Assessment: Community Development

- Preliminary damage assessment activities within city jurisdiction
- Submission of data to Volusia County
- Facilitation of public facility damage assessment

Non-Governmental and Volunteer Organizations

Non-governmental Organizations (NGOs) collaborate with first responders, governments at all levels, and other agencies and organizations providing relief services to sustain life, reduce physical and emotional distress, and promote recovery of critical incident victims when assistance is unavailable from other sources. These organizations primarily coordinate with Volusia County and have a representative at the county EOC.

County Government

The county government is responsible for the umbrella of emergency management, which covers the municipalities within its boundaries. County officials initiate a local declaration and coordinate with the state for resources and aid. The county establishes support for municipalities during times of emergency and critical incident.

State Government

As the State's chief executive, the Governor is responsible for the public safety and welfare of the people of Florida. The Governor is responsible:

- Coordinating State resources to address the full spectrum of potential incidents to which the state's residents may be exposed.
- Under a Governor's declaration, the government has powers to make, amend, and rescind orders and regulations.
- Provides leadership and plays a crucial role in communicating to the public and helping people, businesses, and organizations cope with the consequences of any declared emergency within the State.
- Encourages participation in mutual aid and implements authorities for the State to enter into mutual aid agreements with other States, tribes, and territories to facilitate resource-sharing.
- Is the Commander-in-Chief of State military forces.
- Requests Federal assistance when it becomes clear that State or tribal capabilities will be insufficient or have been exceeded or exhausted.

Federal Government

The federal government is responsible to:

- Provide emergency response on federally owned or controlled property, such as military installations and federal prisons.
- Provide federal assistance as directed by the President of the United States under the coordination of the DHS and FEMA and in accordance with federal emergency plans.
- Identify and coordinate the provision of assistance under other federal statutory authorities.
- Assist the state and local governments in response to and recovery from a commercial radiological incident consistent with guidelines as established in the current Federal Radiological Emergency Response Plan and the National Response Plan (NRP)
- Manage and resolve all issues about a mass influx of illegal aliens.
- Provide repatriation assistance to U.S. citizens evacuated from overseas areas.

Private Sector

Primary and support agencies coordinate with the private sector to effectively share information, form courses of action, and incorporate available resources to prevent, prepare for, respond to, and recover from critical incidents and emergencies.

The private sector's roles, responsibilities, and participation during an emergency vary based on the organization's nature and the incident's type and impact.

Existing laws and regulations require specific organizations to bear the cost of planning and responding to incidents, regardless of cause.

Unless the response role is inherently governmental (e.g., law enforcement), private-sector organizations are encouraged to develop and maintain capabilities to respond to and manage a complete spectrum of incidents and emergencies.

Citizen Involvement

Strong partnerships with citizen groups and organizations support incident management prevention, preparedness, response, recovery, and mitigation. The City of Port Orange recognizes the strength of citizen involvement in emergency operations and continually works to facilitate this relationship.

Concept of Operations

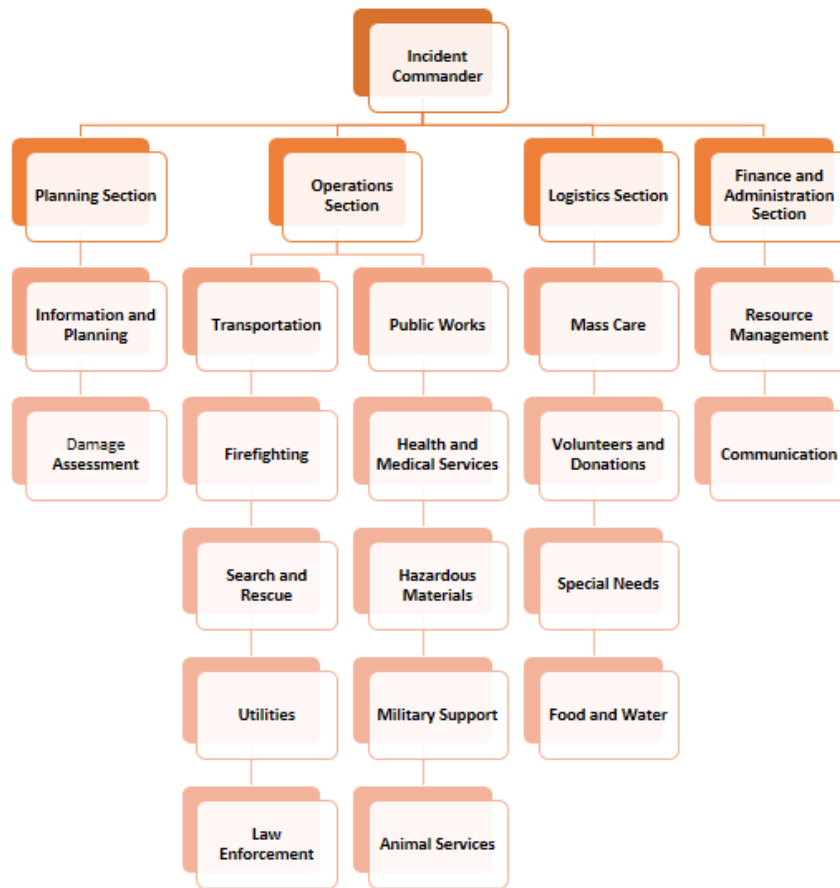
A. Blue Sky Operations

Staff organization during regular operating hours differs from the responsibilities expected during an EOC activation. Training is instituted with personnel to fill the necessary gaps. Staff will use times of normalcy to become educated about their EOC duties and complete any necessary training.

The City's Emergency Management Division will manage the implementation of the City's overall emergency preparedness planning and programming. All department directors and division managers will ensure their personnel are given designated training time for emergency operations material, NIMS training, and familiarity with EOC.

B. Operational Organizational

The City of Port Orange operates through the incident command structure and emergency support function priorities. An example of the organizational structure is:



C. Coordination, Direction, and Control

City Level

In case of an emergency/critical incident, the impacted municipalities within Volusia County will coordinate the emergency response effort within their political jurisdictions while coordinating and communicating with the county throughout the event.

The Incident Command System (ICS) and National Incident Management System (NIMS) will coordinate emergency response and recovery operations at the critical incident scene(s). The ICS/NIMS organization will always maintain open communications and close coordination with the EOC.

To the greatest possible extent, all tactical and operational decisions will be made in the field within an ICS/NIMS structure. At the same time, the EOC will accomplish policy and coordination functions.

The ICS/NIMS provides a framework designed to standardize incident management for all types of hazards and across all levels of government. If used effectively, it should improve

coordination between different agencies, levels of government, and the private sector.

Public Safety Communications

Communication is provided to all emergency responders through Volusia County Central Dispatch.

ESF Coordinator, Primary, and Support Agencies

The City of Port Orange designates the primary agencies for each ESF to coordinate the activities of that function. During blue sky operations, each ESF Coordinator will be assigned an internal assignment within departments. The following describes the roles of the ESF Coordinator, Primary Agency, and Support Agencies.

The **ESF Coordinator** is responsible for incident management's prevention, preparedness, response, recovery, and mitigation phases. The role of the ESF coordinator is carried out through a unified command approach as agreed upon collectively by the designated primary agencies. The responsibilities of the ESF coordinator include:

1. Pre-incident planning and coordination.
2. Maintain ongoing contracts with ESF primary and support agencies.
3. Conduct periodic ESF meetings.
4. Coordinate efforts with the corresponding organization
5. Coordinate ESF activities relating to incident planning and critical infrastructure preparedness.

An agency designated as an **ESF Primary Agency** will:

1. Provide staff for the operations functions.
2. Notify and request assistance from support agencies.
3. Manage mission assignments and coordinate with support agencies.
4. Work with appropriate private-sector organizations to maximize the use of all available resources. Support and keep other ESFs informed of operational priorities and activities.
5. Execute contracts and procure goods and services as needed.
6. Ensure financial and property accountability for ESF activities.
7. Plan for short-term and long-term incident management and recovery operations
8. Establish and maintain procedures for agency personnel to be available on a 24-hour basis for EOC staffing and emergency assignment and provide this information to the Emergency Management division.
9. Maintain an inventory of crucial agency personnel, facilities, and equipment.

10. Establish procedures for assessing damage to department facilities and injury to personnel.
11. Maintain trained personnel to support interagency emergency response and support teams.

Agencies designated as **ESF Support Agencies** will:

1. "Conduct operations when requested using their authorities, subject-matter experts, capabilities, or resources.
2. Assist in the process of situational assessments.
3. Provide staff, equipment, or other resource support as requested.
4. Provide input to periodic readiness assessments.
5. Participate in training and exercises.
6. Identify new equipment or capabilities to prevent or respond to new or emerging threats and hazards.
7. Provide information or intelligence regarding their agency's area of expertise.

Intergovernmental Mutual Aid

Mutual aid agreements and memorandums of understanding are essential to emergency management planning, response, and recovery activities. These agreements provide reciprocal emergency aid and assistance during an emergency or critical incident. They can increase available resources and improve response and recovery efforts.

Deactivation of Emergency Facilities and Operations

As short-term recovery actions are completed, the Incident Commander will direct the City's EOC staff to initiate the EOC's deactivation.

The deactivation process will be adjusted to address the circumstances of the event and previous EOC staffing and operations. Deactivation can be staged as necessary, including de-escalation from Level 1 to Level 2 activation. This would be followed by complete deactivation of all ESF's, when appropriate, and return to Level 3 operations. Before the completion of the deactivation process, the Incident Commander, with the cooperation of each Section Chief, will ensure the following actions occur:

Define the procedure and schedule for gathering, processing, and archiving all documentation regarding the City's response and short-term recovery operations, including damage assessment information, operational logs, personnel time, and City expenditures.

- a. Identify the need to replace, return, or repair equipment and supplies utilized during the activation period and assign responsibility to ensure such actions occur.
- b. Providing and encouraging access to critical incident stress debriefing services for all members.

- c. Ensuring notification of the Volusia County EOC and/or Emergency Management Division, as well as crucial facilities or organizations, of the schedule for deactivation of the City EOC.
- d. Returning the emergency facilities to their original pre-activation condition.
- e. The City Manager, if indicated by the extent of the impacts within the City, will direct City personnel to implement long-term recovery and redevelopment actions.

Incident Management Actions

This section describes incident management actions ranging from initial threat notification to early coordination efforts to assess and disrupt the threat, preparatory activation of the EOC, and deployment of state resources to support incident response and recovery operations. These actions do not necessarily occur sequentially; many may be undertaken concurrently in response to single or multiple threats or incidents.

Notification and Assessment

Port Orange reports threats, incidents, and potential incidents using established communications and reporting channels. Initial notification of incidents at the local level is accomplished in various ways, including public safety radio, television, radio, fax, etc. This may also include the City's social media accounts (Facebook, X, Instagram, YouTube, and Nextdoor), Everbridge, or an electronic email from the City to its billing customers. The responsibility for notification to public safety is achieved through Central Dispatch. Other agencies with notification responsibilities include the National Weather Service, Florida Law Enforcement, Volusia County, Florida Division of Emergency Management, the National Hurricane Center, the Storm Prediction Center, and the Corps of Engineers.

Preparedness

Preparedness activities include:

- Plan development and maintenance
- Public information
- Training and exercises

Response

Port Orange Response

The city must be prepared to respond quickly and effectively 24 hours a day to developing events. When an event or potential event is first detected, the EOC is activated to a level appropriate to the magnitude of the threat.

The Port Orange Attorney's Office will provide legal services to support the jurisdiction during emergencies.

All local agencies and volunteer organizations are grouped into ESF priorities to accomplish assigned missions. Each ESF comprises one or more primary agencies serving as leads and several other agencies and organizations providing support.

Local Critical Incident Declaration

The Port Orange City Council may need to declare a local emergency based on the event's complexity, severity, duration, or resource needs.

If officials determine during a developing emergency that the situation requires resources beyond local capabilities (including those obtained through mutual aid), assistance may be requested through Volusia County Emergency Management.

Regardless of the level of assistance outside entities provide, overall direction and control remain the City's responsibility.

Emergency Operations Center (EOC)

The EOC is located at the Port Orange Police Department and is the primary location for emergency operations.

County Critical Incident Declaration

Based on the event's complexity, severity, duration, or resource needs, the Volusia County Board of County Commissioners, or designee, may find it necessary to declare an emergency. If officials determine the situation requires resources beyond local capabilities at any point during a developing emergency, assistance may be requested through the FDEM.

State Critical Incident Declaration

When an emergency or critical incident has occurred or is imminent, the Governor may issue a declaration proclaiming the existence of a State of Emergency.

State assistance will be provided if it is available and deemed appropriate. If state resources are inadequate, the Governor may request federal aid.

Recovery

City Level

A. Short-Term Recovery Operations

As the immediate emergency response operations are near completion, the Incident Commander may initiate the transition of the City's Emergency Organization to short-term recovery operations. These actions will vary depending on critical incident conditions but are likely to include all or some of the following:

1. The Incident Commander, through the Liaison Officer, would establish the anticipated plans for County, State, or Federal short-term recovery operations from the Volusia County EOC and define the City's role in such operations. The City's EOC staff would be advised accordingly.

2. The Planning Section would, through ESF #5 and ESF #21, develop a distribution plan for the City's short-term recovery operations, including operations for coordinating recovery operations with Volusia County, the State of Florida, and Federal departments, if indicated.
3. The Operations Section, through ESF #16, advised by the Safety Officer, would direct and coordinate operations for public security, health and safety, and the restoration and maintenance of civil order. If the Florida National Guard has been activated to Port Orange, City ESF #13 would assume responsibility for coordinating City and Guard operations.
4. As indicated, the Operations Section, through ESF #8, would coordinate with Volusia County, the State of Florida, and Federal departments for any post-impact public health and safety operations to be conducted by them within the City.
5. If evacuation or sheltering-in-place has occurred in the City, the Safety Officer will advise the Incident Commander when such directives could be lifted. When directed by the Incident Commander, the Public Information Officer will issue public announcements accordingly. In contrast, the Operations Section would direct actions to open the affected area(s), manage evacuation re-entry traffic, and/or instruct individuals sheltered-in-place to exit and ventilate structures.
6. If a significant evacuation of other jurisdictions within Volusia County has occurred, the Operations Section, through the Liaison Officer, will obtain information regarding the plans and timing for evacuation reentry.
7. If the event resulted in property damage, the Planning Section, through ESF #21, would initiate the detailed damage assessment process and provide coordination and resource support until finalized. Final damage assessment information would be forwarded to the City's Planning Section, the Volusia County EOC, and/or the Emergency Management Division.
8. If indicated, the Operations Section, through ESF #16, will direct actions to provide security to damaged or affected areas of the community. Community Development will be responsible for condemning and securing unsafe structures.
9. Through the City's ESF #3, the Operations Section will coordinate debris removal from public roadways and property. ESF #3 will schedule and coordinate debris removal and disposal by private companies and ensure that the required documentation is maintained.
10. The Operations Section will coordinate any County or State operations for debris removal within the City.

11. The Operations Section, through City ESF #12, will coordinate and support the City's role in water and sewer services, traffic management, and electric power and telephone service restoration.
12. The Operations Section, through ESF #16, will monitor the functioning of volunteers in the jurisdiction to ensure the services provided are safe and effective.
13. At the Volusia County EOC's request, the Operations Section, through ESF #6, will activate and staff the Point of Distribution in the City.
14. The Public Information Officer, through ESF #14 and the Port Orange Call Center, will obtain and distribute information regarding assistance available to the victims of the incident, including:
 1. The location, materials available, and hours of operation for the Point of Distribution.
 2. Contact information and telephone numbers for City, County, State, or Volunteer departments providing other types of assistance to critical incident victims.
 3. The locations and driving directions for the nearest Critical Incident Recovery Center, if established by the State of Florida or the Federal government
 4. State or federal critical incident assistance programs are anticipated to be implemented and for which city departments, city businesses, and/or its citizenry would be eligible.
15. The Planning Section will finalize the response and recovery operations documentation.

B. Long-Term Recovery and Redevelopment

The city's long-term recovery operations will vary with the significance of the event and the availability of state and Federal relief programs. These operations would be managed and coordinated from the commonly utilized offices of City personnel or, if required by the scope of the needed operations, from a facility specifically designated for the City's long-term recovery and redevelopment efforts.

Long-term recovery operations for events that did not receive a gubernatorial or presidential emergency declaration would be supported only by local funding and resources. Under this circumstance, long-term recovery operations would be anticipated to be limited, and coordination by City personnel could include actions such as the following:

1. Identify the individuals, facilities, or community sectors impacted by the event and define their unmet needs.

2. Continuing solicitation and management of donated goods, services, and funds to address unmet needs.
3. Assisting incident victims in accessing usually available social services programs.
4. As feasible, facilitating interaction between owners and operators of damaged property, including local government entities and insurance adjusters.
5. Ensuring that appropriate mitigation opportunities are identified and acted upon during the recovery process.

If the event warranted a gubernatorial or presidential declaration of critical incident, it can be anticipated that a range of critical incident relief programs to support long-term recovery would be available. These programs could include but not be limited to:

1. Programs available under the Stafford Act, including Public and Individual Assistance and the Hazard Mitigation Grant Program.
2. Programs available through other federal sources, such as small business loans, the Department of Housing and Urban Development programs, and the Department of Agriculture.
3. Special state or congressional appropriations specifically for recovery from the critical incident.

If Port Orange implements long-term recovery operations, the city manager will designate a staff member to serve as the city's long-term recovery coordinator.

The Community Development department will be a significant aspect of long-term recovery operations. In the role, the coordinator would be responsible for actions including, but not necessarily limited to, the following:

1. Serving as the City's liaison to the above State and Federal programs.
2. Coordinating City agency participation in the Federal Public Assistance and Hazard Mitigation Program and providing technical assistance in completing the necessary applications and certification forms.
3. Implement or support public information and community relations efforts to advertise the availability and requirements for participation in state and federal relief programs.
4. Identify unmet needs to county, state, and federal departments and actively pursue funding to address these needs.
5. Facilitating interaction between County, State, and Federal officials and the City's critical incident victims.
6. Serving as the City's representative for implementing Volusia County's long-term recovery and redevelopment program.
7. Coordinating the development and approval of the City's long-term recovery and redevelopment plan.
8. Advising the City Manager on the need for City approvals for actions such as:
 1. A temporary building moratorium for planning the long-term recovery process.

2. Seeking financial support for developing and implementing the long-term recovery plan.
3. Securing additional local agency staff for increased functions such as issuing, inspecting, and enforcing building permits.
4. Establishing mechanisms to seek and utilize community input to develop and implement the long-term recovery plan.
5. Cooperating with inter-jurisdictional coordination of long-term recovery and redevelopment efforts to avoid conflicting or inconsistent efforts.
6. Promoting redevelopment of less vulnerable structures by requiring the incorporation of mitigation techniques into the land planning and reconstruction components of the long-term recovery plan.
7. Addressing the economic and social implications of the recovery and redevelopment process, striving to create redevelopment patterns that will increase the community's economic vitality and the quality of life of its citizens.

C. Continuing Response Actions

The EOC staff will continue to provide direction and support to field operations as needed during the response and long-term recovery phase.

Flexibility is intended in the continuing response operations, with adjustments continuously made to respond to resource needs, the intensity of operations, and the availability of State and Federal resources. Continuing operations remain under the leadership and oversight of the Incident Commander.

Continuing response actions by the EOC are likely to include the following:

1. The Incident Commander will direct the implementation of the established EOC shift schedule.
2. The Incident Commander will continue to direct the operations of the City's Emergency Organization by approving IAPs, making policy, and coordinating the EOC staff's actions.
3. The incident commander will direct the expansion or modification of the City's EOC Emergency Organization.
4. The Incident Commander, with the support of the Liaison Officer, will maintain communication and coordination with the Volusia County EOC.
5. Based on incoming information or upon request of the Volusia County EOC, the Incident Commander will evaluate and implement actions to promulgate temporary emergency ordinances, such as curfews and prohibitions on liquor sales. The Operations Section will implement necessary enforcement actions, while the Public

Information Officer will ensure public awareness of such temporary ordinances.

6. The Planning and Operations Sections will continue to gather and process information regarding critical incident conditions and the needs of critical incident victims.
7. The Logistics Section will continue supporting the City's Emergency Organization's operations through procurement, delivery, monitoring, and retrieving additional personnel and resources.
8. Activated City ESFs will continue operations through the corresponding ESF annex and the approved IAP.
9. On the schedule directed by the Incident Commander, the Planning Section and/or ESF #5 will prepare an updated IAP for approval and distribution.
10. The Planning Section and/or ESF #5 will continue to prepare SITREPS for the City and provide them to the City EOC staff and the Volusia County EOC if activated.
11. The Operations Section will continue to direct and coordinate field operations consistent with the approved IAP.
12. If portions of the City were evacuated, the Operations Section through ESF #16 will take action to maintain security in the evacuated area. If shelter-in-place instruction were given for public protection, the Operations Section, through ESF #16, would secure the perimeter of the affected area to prevent unauthorized or inadvertent public entry. Additional law enforcement personnel for this operation will be requested from mutual aid sources or Volusia County if necessary.
13. If indicated, the Operations Section will coordinate with the City's ESF #3 and #12 to ensure that:
 - i. Priority roadways are opened for the movement of emergency vehicles, evacuation traffic, and similar vital transportation needs.
 - ii. Water pressure is adequate for fire suppression.
 - iii. Generators are secured and operating at critical facilities.
14. If resources become limited, the Operations Section Chief will prioritize the allocation of resources in accordance with the approved IAP.
15. The Logistics and Operations sections will track and document the availability of personnel, equipment, and supplies for deployment.
16. The Safety Officer will continue to assess and advise on conditions threatening the health and safety of the City's emergency responders

and/or the public. If activated, the Safety Officer will obtain additional information regarding hazardous conditions from the Volusia County Emergency Management Division and/or the County Health Department through County ESF #8.

17. The Liaison Officer will continue to exchange information and coordinate operations with the Volusia County EOC.
18. The Public Information Officer would continue to issue media releases regarding the City's current situation.
19. The Public Information Officer and ESF #14 will establish and staff the Port Orange Citizens Information Center.
20. The Finance/Administration Section will document the City's personnel time and the expenses incurred for response operations and establish accountability measures for reimbursement from the Federal Emergency Management Agency.

Presidential Critical Incident Declaration

Federal critical incident assistance requests will be predicated on the requirements outlined in the Robert T. Stafford Critical Incident Relief and Emergency Assistance Act (Public Law 93-288). After the city government conducts a preliminary critical incident assessment and reports to Volusia County, FDEM teams will deploy and conduct a joint local/state comprehensive critical incident assessment on homes and businesses. Based on the FDEM data, a preliminary damage assessment (PDA) may be scheduled, which may include the Federal Emergency Management Agency (FEMA) and the Small Business Administration (SBA). The Public Assistance (PA) Program may deploy teams to inspect those areas affected that meet the PA Program criteria.

Joint Field Office (JFO)

The Joint Field Office (JFO) is the primary field location for coordinating federal and state recovery operations.

Recovery Field Operations

Following a critical incident, the county/state may deploy several specialized recovery teams and centers into a critical incident area.

Public Assistance (PA) Activities

A Presidential Critical Incident Declaration initiates a process that begins with applicants filing a Request for Public Assistance. These requests are publicized through the media and notifications to county emergency management directors in accordance with 44 CFR-206 Subpart G & H.

- Project worksheets are prepared for eligible emergency costs.

- The federal share for reimbursement under most federal declarations is 75 percent. The 25 percent nonfederal share is generally provided from a combination of State and local sources in accordance with policies established by the Executive Office of the Governor and the Florida Legislature
- In addition, the federal government provides an administrative cost allowance for each eligible project that is 100 percent federally funded.
- The State serves as the Grantee, and eligible applicants are Sub-grantees under the federal critical incident assistance program.
- Contractual agreements with the FDEM are executed with applicants, with all reimbursements coming through the Division.
- Documentation, record keeping, inspections, and final closeouts are overseen and approved by the FDEM.

Individual Assistance Activities

Once a Presidential Declaration authorizing Individual Assistance (IA) has been issued, the State IA Officer will coordinate with a federal counterpart on all related individual assistance programs, as defined and prescribed in 44 CFR, Part 206, Subparts D, E, and F.

- The primary means of applying for IA will be made through a National Tele-registration toll-free number.
- Critical incidents not supporting the criteria for requesting IA as part of a Presidential Critical Incident Declaration may meet the criteria for other federal assistance.

Mitigation

Port Orange is a participant in “Volusia Prepares,” which is a countywide, multi-jurisdictional effort to reduce the vulnerabilities of the communities of the county to future hazards of all types. Volusia Prepares is active before and after critical incident events. Before critical incidents, Port Orange participates in technical analyses identifying potential risks threatening the jurisdiction, defining vulnerabilities to those hazards, and formulating mitigation initiatives to eliminate or reduce those vulnerabilities. The mitigation initiatives are included in the City’s portion of the countywide mitigation plan and are scheduled for implementation when the resources become available.

Following a significant critical incident, several operations will be taken by the City in support of this existing hazard mitigation planning effort. These include, but are not necessarily limited to, the following:

- a. Assessment of the impacts of the event to identify previously unknown vulnerabilities.
- b. Document the effectiveness of previously implemented mitigation initiatives regarding lives saved, injuries prevented, and/or the value of protected property.
- c. Expansion and improvement of the City’s hazard mitigation plan by formulating additional initiatives based on the experience with the event.

- d. Participating in the Federal Hazard Mitigation Grant Program, if available, or other state and Federal programs to initiate implementation of appropriate mitigation initiatives already incorporated into the plan.

Overall, Port Orange intends to incorporate mitigation planning and programming throughout all aspects of the preparedness, response, and recovery operations defined in the CEMP.

State Mitigation programs (pre-critical incident)

The National Flood Insurance Program (NFIP) – The Department of Agriculture, Division of Water Resources (DWR), provides technical assistance on the NFIP to the public and communities. The NFIP offers flood insurance to communities that agree to implement land use planning and construction requirements to reduce flood damage in their jurisdiction. These land use and construction requirements apply to all new construction and substantial improvements to existing structures in the community's Special Flood Hazard Areas (SFHAs).

Additionally, DWR provides technical assistance to local communities on the Community Rating System (CRS), an integral part of the NFIP. Through reduced flood insurance premiums, the CRS provides incentives to communities that go beyond the minimum flood plain management requirements established through the NFIP.

The Flood Mitigation Assistance Program (FMAP) – FDEM administers the FMAP. This program makes federal funds available for pre-critical incidents to fund mitigation projects in communities participating in the NFIP. These funds have a 25 percent non-federal match requirement. The overall goal of the FMAP is to fund cost-effective measures that reduce or eliminate the long-term risk of flood damage to NFIP-insurable structures. This is accomplished by reducing the number of repetitively or substantially damaged structures.

State Hazard Mitigation Planning - The State Hazard Mitigation Plan is updated annually or in the aftermath of a critical incident at the direction of the State Hazard Mitigation Officer (SHMO) as necessary. Additionally, the mitigation staff continues to provide technical assistance to communities in developing, implementing, and maintaining local mitigation strategies.

State Mitigation activities (post-critical incident)

Post-critical incident mitigation activities at the JFO require a well-orchestrated and coordinated effort among the various levels of government.

This PA Program assures that the mitigation opportunities provided under Section 404 of the Stafford Act are realized. Also, Section 406 of the Stafford Act provides for direct federal assistance for repairs and improvements to eligible damaged public facilities. Mitigation measures (improvements) must be identified in the Project Worksheets (PW's). The award of Section 406 hazard mitigation projects is at the discretion of the FEMA Regional Director.

Continuity of Government

Succession of Authority

The ultimate responsibility for all emergency management functions belongs to the City Council. Although these officials are legally responsible for all policy-level decisions, the City Council may empower the city manager or another designee to direct and control all emergency management activities in Port Orange, Florida.

Lines of succession of authority and command for Port Orange are as follows:

1. Mayor
2. Vice-Mayor
3. Member of the Council
4. City Manager
5. Assistant City Manager

Delegation of Emergency Authority

The elected officials of Port Orange are responsible for all policy-level decisions. The council may empower the City Manager for Port Orange to direct all emergency management activities.

Emergency Actions

Emergency actions are those actions that are essential to protect lives and property from immediate threat. Such actions may include:

- evacuation
- sheltering in place actions

These actions will be undertaken based on the threat type and at the Incident Commander's request or recommendation.

Preservation of Records

It is the responsibility of tasked city officials to ensure that essential documents are safeguarded in accordance with agency SOP's and county records management policies.

Protection of Government Resources

Government businesses at all levels must continue to provide security, protection, and assistance for recovery. Efforts to accomplish this task include:

- Plans and procedures
- Backup of computer data
- Offsite storage of computer or hard files
- Backup generators
- Memorandums of Understanding

Administration and Support

Agreements and Understandings

All agreements and understandings entered into for purchasing, leasing, or otherwise using equipment and services will be provided by state law and procedures. The declaration of a local emergency, issued by the City Council, may suspend selected rules and regulations that impede emergency response and recovery operations.

Reports and Records

Upon determination of need, the City Manager may authorize and impose additional emergency recording and reporting requirements applicable to local governments and state agencies.

Expenditures and Recordkeeping

Deliberate financial tracking is required to help ensure state and federal reimbursement in the event of a Presidential critical incident declaration. During critical incident operations, all agencies will:

- Maintain records of all expenditures to provide clear and reasonable justification for budget requests or reimbursement.
- Develop procedures to ensure financial records identify critical incident-related expenditures.
- Use available resources and personnel as reasonable to cope with emergencies.
- Maintain sight of the mission identified in this CEMP when taking actions and incurring costs.

After Action Review

Following all emergency operation activations, the Emergency Management division will facilitate the establishment of a report detailing the strengths and lessons learned from each event.

The critique will entail written and verbal input from all appropriate participants, including field personnel.

Plan Development, Maintenance and Execution

All tasked agencies will be responsible for developing and maintaining their respective responsibilities of the plan. Tasked agencies are also responsible for maintaining internal plans, standard operating procedures, and resource data to ensure prompt and effective responses to significant incidents.

The Emergency Management Division will facilitate annual reviews for all emergency plans with direction and input from all levels of staff.

Authorities and References

Two categories of authorities are described in this section: those requiring preparation of the CEMP and those authorizing its implementation when needed. Those promulgated by the State of Florida and the Federal Government are first listed.

The principal requirements for preparing the City's CEMP are F.S. Chapter 252 at the state level. Under Chapter 252.38(2), the City is authorized to prepare a CEMP consistent with Volusia County and the State of Florida's CEMP's. These, in turn, are to be consistent with the National Response Plan (NRP).

At the Federal level, NIMS requires each jurisdiction to have an emergency operations plan to be eligible for Federal preparedness grants. Emergency preparedness programming and planning requirements for local governments are also expressed in NIMCAST. These were developed from the mandate contained in Homeland Security Presidential Directive No. 5 and Homeland Security Presidential Directive No. 8. The US Department of Homeland Security's "Homeland Security Exercise and Evaluation Program" represents a Federal requirement applicable to local emergency plan exercises receiving Federal funding.

The second authority is implementing the CEMP during times of need, which stems directly from the City Council's approval of the plan. The plan authorizes its activation and delegates the authority to implement its provisions when necessary.

A. Authorities

a. Federal

- i. The Robert T. Stafford Critical Incident Relief and Emergency Assistance, Public Law 93-288 as amended.
- ii. National Response Framework and selected HS Presidential Directives: #5 and #8.
- iii. Other executive orders and acts about critical incidents enacted or to be enacted.
- iv. Public Employees Occupational Safety and Health Act (PEOSHA) regulations.

b. State

- i. Statewide Mutual Aid Agreement.
- ii. Florida State Statute Chapter 22, Emergency Continuity of Government.
- iii. Florida State Statute Chapter 23, Florida Mutual Aid Act.
- iv. Florida State Statute 252.38 Emergency Management Powers; Political Subdivisions.

c. Local

- i. Mutual Aid Agreement – Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida (Law Enforcement).
- ii. An inter-local agreement provides fire rescue and emergency medical services, automatic aid, and a closest unit response system.

- iii. Inter-local Agreement for Fire and/or Rescue Service Mutual Aid within Volusia County, Florida.
- iv. Volusia County CEMP has 21 Emergency Support Function Annexes, Mitigation Annex, and Recovery Annex.
- v. Volusia County Multiple Casualty Plan, Volusia County Shelter Plan, Volusia County Evacuation Plans, Volusia County Logistics Plan, and Volusia Terrorist Incident Response Plan.
- vi. Volunteer, Quasi-Governmental
- vii. Act 58 4 1905, American National Red Cross Statement of Understanding, December 30, 1985.
- viii. Mennonite Critical Incident Services – Agreement with FDAA, 1974.
- ix. Public Law 93 288

B. References

a. Federal

- i. Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, March 2009.
- ii. Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
- iii. National Incident Management System (NIMS), December 2008.
- iv. National Response Framework, Federal Emergency Management Agency, January 2008.

b. State

- i. Florida Comprehensive Emergency Management Plan
- ii. State map with homeland security and emergency management regions

c. Local

- i. Florida Power and Light Emergency Plan
- ii. Inter-local agreement(s)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/1/2024

SUBJECT: (F15) Golf Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to appoint an applicant to serve on the Golf Advisory Board.

SUMMARY: Two new applicants, Gary Brideau and Karen Jaskolka, have submitted applications to serve on the Golf Advisory Board to fill a vacated term due to a resignation. The term will expire on April 2, 2026. There is currently only one vacancy and no other applications have been received. Their applications are attached for your consideration.

PRESENTER: Tracee Cody

ATTACHMENTS:

1.	Gary Brideau - application	Gary Brideau - application.pdf
2.	Gary Brideau Resume	Gary Brideau Resume.pdf
3.	Karen Jaskolka - application	Karen Jaskolka - application.pdf
4.	Karen Jaskolka - Resume	Karen Jaskolka - Resume.docx

Tracee Cody
Robin Fenwick
Wayne Clark
Tracee Cody

Created/Initiated - 9/16/2024
Approved - 9/17/2024
Approved - 9/20/2024
Final Approval - 9/20/2024

From: noreply@civicplus.com
To: [City Clerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Tuesday, September 10, 2024 4:48:20 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Golf Course Advisory Board
--	----------------------------

Order of Preference	Field not completed.
---------------------	----------------------

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Gary
------------	------

Last Name	Brideau
-----------	---------

Primary Phone	3868463498
---------------	------------

Alternate Phone	Field not completed.
-----------------	----------------------

Email Address	GTBHOG@GMAIL.COM
---------------	------------------

Are you a registered	Yes
----------------------	-----

voter in Port Orange?

Address	1122 Nature View Cir Port Orange Florida 32128
City	Port Orange
State	FL
Zip Code	32128
Preferred Mailing Address	1122 Nature View Cir Port Orange Florida 32128
City Council District	<i>Field not completed.</i>
Can you regularly attend meetings?	Yes
Are you currently serving on a Federal, State, County, or City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Michael Bagnato (Current Board Member)
Reference 2	Richard Lee (Current Chairman)
Reference 3	<i>Field not completed.</i>

Education

High School	Sleepy Hollow High School
Date Graduated High School	5/20/1977
College	Quinnipiac University
Date Graduated College	5/5/1981
Degree	BS Marketing, AS Communications

Additional Information

Work Experience	28 year Retired IBM System Engineer / Project Manager / Field Manager. Information Technology Manager, GA Department of Revenue. IT Director, Bert Fish/Advant Health Hospital, New Smyrna Beach, FL.
Interests / Activities	Golf, Golf and Golf. Walking, exercising, sports and Motor Racing.
Community Involvement	Cypress Head HOA Architecture Review Committee Member. Cypress Head Golf MGA member. Volunteer on the Cypress Head MGA Registration, Nomination and Tournament committees. Coached Soccer, lacrosse, baseball and youth football.
Why do you desire to serve on these boards?	I live in Cypress Head and want to assist in projects that can preserve our beautiful living environment. I also spend a lot of time at the Golf Course and can bring real time information as it relates to the objectives of the Golf Advisory Board.
Additional Information	I'm retired and have the time to help.
Resume	GTB Resume Sept 2024 - Google Docs.pdf

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Gary Brideau
Date	9/10/2024

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Gary T. Brideau
Atlanta, Georgia
(gtbhog@gmail.com)

Golf Advisory Board Member (Application)

WORK EXPERIENCE

1. 28 year Retired IBM System Engineer / Project Manager / Field Manager.
2. Information Technology Manager, GA Department of Revenue.
3. IT Director, Bert Fish/ Advant Health Hospital, New Smyrna Beach, FL.

INTEREST ACTIVITIES

- Golf, Golf and Golf
- Watching Sports
- Travel
- Walking
- Exercising
- Motor Racing

EDUCATION

George Washington University • Washington, D.C.
▪ Master Certificate in Project Management

Quinnipiac University • Hamden, Ct.
▪ Bachelor of Science in Business
▪ Associates in Mass Communications
1977-1981

Sleepy Hollow High School
(1974 - 1977)

RELATED EXPERIENCE

IBM SOFTWARE GROUP, IBM CORPORATION • ATLANTA, GA.
PROJECT MANAGER / SENIOR BUSINESS ANALYSTS 1998-2009

MARKETING STRATEGIST / PROGRAM/PROJECT MANAGER – IBM GLOBAL SERVICES, ATLANTA, GA. 1994-1998

SENIOR CUSTOMER ENGINEER – IBM CORPORATION,
1992-1994
SACRAMENTO, CA.
MARKETING STRATEGIST / PROGRAM MANAGER 1983-1998
SENIOR CUSTOMER ENGINEER – IBM CORPORATION,
WHITE PLAINS, NY & SACRAMENTO, CA. & PHOENIX, AZ.

COMMUNITY INVOLVEMENT:

CYPRESS HEAD HOA ARCHITECTURE REVIEW COMMITTEE MEMBER. CYPRESS HEAD GOLF MGA MEMBER.
VOLUNTEER ON THE CYPRESS HEAD MGA REGISTRATION, NOMINATION AND TOURNAMENT COMMITTEES.
COACHED SOCCER, LACROSSE, BASEBALL AND YOUTH FOOTBALL.

From: noreply@civicplus.com
To: [City Clerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Tuesday, September 17, 2024 4:55:09 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for Golf Course Advisory Board

Order of Preference *Field not completed.*

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name Karen

Last Name Jaskolka

Primary Phone 4259221829

Alternate Phone *Field not completed.*

Email Address karenja@live.com

Are you a registered No

voter in Port Orange?

Address	2 OCEANS WEST BLVD #1103
City	Daytona Beach SHores
State	FL
Zip Code	32118
Preferred Mailing Address	2 OCEANS WEST BLVD UNIT 1103
City Council District	<i>Field not completed.</i>
Can you regularly attend meetings?	Yes
Are you currently serving on a Federal, State, County, or City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Jeff Dayton, Cypress Head Golf Course, 386-756-5449
Reference 2	Leslie House, Cypress Head Golf Course, 386-756-5449
Reference 3	Jane Taylor, 6459 Cypress Springs Pkwy, Port Orange, 931-980-9241

Education

High School	Shenendehowa, Clifton Park, NY
Date Graduated High School	6/15/1987
College	University of Rochester, NY
Date Graduated College	6/15/1991
Degree	Bachelor of Economics

Additional Information

Work Experience	17+ years Microsoft engineering and program management
Interests / Activities	Golf, pickleball, coaching
Community Involvement	President of Cypress Head Womens Golf League
Why do you desire to serve on these boards?	Interested in helping making things better and providing open and respectful feedback. Avid golfer with genuine desire to help our beloved course
Additional Information	<i>Field not completed.</i>
Resume	KarenEJaskolka_2024_Resume.docx

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Karen E Jaskoka
Date	9/17/2024

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

KAREN E. JASKOLKA

(425) 922-1829, email: karenja@live.com

VOLUNTEER and BOARD POSITIONS

- Cypress Head Golf League - Handicap Chair (2021-2023), President (2023-current)
- Willows Run Golf League (Seattle WA) - Membership chair (2017-2018), President (2019-2021)
- GSWPGA (Greater Seattle Women's PGA) Rules Chairman (2017-2020)
- Juanita Shores (Kirkland WA) HOA Board (2020, 2021)
- Assistant & Head Coach roles - Eastside Volleyball Academy U12 girls team (2011 & 2012 season); Valley View Volleyball Club U13 girls team (2013); Bothell Volleyball Club U14 girls team (2014-2020)
- Executive Board/Treasurer - Washington State Racquetball Association (2011-2017); Vice President - Washington State Racquetball Association (2013-2015)
- StrikeForce Volleyball Club (2002-2006); Director of Operations
 - Vice President on the Board of Directors: Involved with initial setup of the non-for profit organization

WORK EXPERIENCE

Microsoft Corporation Redmond, Washington Sept 1997 – Sept 2014

Various roles including Director Service Engineering, Product Unit Manager, Director of Program Management. Retired in 2014

Trigon Blue Cross Blue Shield Richmond, Virginia Jan 1996 – Sept 1997

BackOffice Associates, Inc. Richmond, Virginia May 1995 – Jan 1996

Meliora Systems, Inc. Rochester, New York May 1992 – May 1995

EDUCATION

William E. Simon Graduate School of Business Administration, University of Rochester, Rochester, New York

Master of Business Administration in Finance / Accounting and Information Systems, 1992

- Beta Gamma Sigma; GPA 3.75 / 4.0; Accelerated 3-2 master's program

University of Rochester, Rochester, New York

Bachelor of Arts in Economics; Certificate in Management Studies - Accounting / Finance, 1991

- Graduated Magna Cum Laude, GPA 3.75 / 4.0; Phi Beta Kappa, Omicron Delta Epsilon
- Teaching Assistant for Microeconomics; Studied flute at Eastman School of Music

PUBLICATIONS

Lead Author, **Office 97 Programming with VBA for Dummies**, IDG Books

Contributing Author, Client-Server Migration "Access to SQL Server", **Access 95 Power Programming**, QUE Books

Development Editor, **Database Concepts and Application Development with Access 97**, SAMS Publishing

Author Assistant and Lead Technical Editor, **Mastering Access 97 Development**, SAMS Publishing

Technical Editor, **Mastering Access 95 Development**, **SQL Server 6.5 Survival Guide**, **Office 95 Unleashed**, **Access 2 Developer's Guide**, **Access 2 Unleashed** and **No Code Database Design**, SAMS Publishing; **SQL Server 7.0 in Record Time**, Sybex

INTERESTS and Interesting Facts

- Competitive racquetball player - singles and mixed doubles
 - Avid indoor, grass and beach volleyball player; silver medalist 2005 & gold medalist 2006 USA National Volleyball Championships
 - Golfer, wine enthusiast, jewelry designer
-



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/1/2024

SUBJECT: (G16) Discussion on Legislative Priorities for 2025

DEPARTMENT: City Manager

GOAL: 1 - Public Safety 2 - Infrastructure 3 - Quality of Life 4 - Economic Development
5 - Fiscal Sustainability

RECOMMENDED MOTION: No motion is needed. Staff is requesting consensus on the project list to be considered for legislative appropriation requests.

SUMMARY: Staff will present priorities for legislative appropriation requests for Council feedback and discussion. Staff is working with the Pittman Law Group as our lobbyist on these requests and will also meet with our local representatives before formally requesting funds through the legislative process.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Legislative Priorities 2025	Legislative Priorities 2025.pdf
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Robin Fenwick
Wayne Clark
Tracee Cody

Created/Initiated - 9/13/2024
Approved - 9/26/2024
Final Approval - 9/26/2024



Legislative Priorities 2025

Overview of Legislative Involvement



PITTMAN LAW GROUP
SERVES AS THE CITY'S
LOBBYIST



VISITS TO TALLAHASSEE



ONGOING
RELATIONSHIPS



REGULAR SESSION
STARTS MARCH 4, 2025
(LAST DAY MAY 2)



APPROPRIATION
REQUESTS TO THE STATE

History

- **2023 - \$2.5M** Sewer Force Main River Crossing and **\$1M** Commonwealth-US1 Water Main Improvement
- **2022 - \$750,000** Sewer System Rehabilitation Pipelining
- **2017 & 2018 - \$1.5M** Virginia Ave./Monroe St. pump station

2025 Legislative Session Expectations

- Agriculture
- Infrastructure
- Recovery/Resiliency
- Environment
- Economic Development
- Recreational
- Transportation
- Affordable Housing

Legislative Appropriation Projects Being Submitted



Williamson Blvd. Wastewater Lift Station Improvement Resiliency Project

- Regional Lift Station serves approx. 6,000 residences/businesses ($\approx 21\%$ of the City's population) and serves the Spruce Creek Fly-in Community in Unincorporated Volusia County (Approximately 1,300 residences)
- Collect and transmit ≈ 3 million gallons per day (MGD) of sanitary sewer for treatment. Total influent at WRF ≈ 7 MGD
- Upgrading to improve resiliency against flooding and power outages
- Improves system efficiency and reduces likelihood of system failure and protects water bodies from potential contaminants
- Protects the public by minimizing exposure to raw wastewater and preventing the spread of waterborne diseases due to system failures
- \$3,150,000 project; requesting 1,575,000 from the state

City Center Ballfield Restoration Project

- Restoration of softball and soccer fields
- In 2023, the City noted surface depressions within the recreation area – one at a location on the soccer pitch and another one a few months later, on the baseball field located north of the soccer pitch
- The fields were constructed on a closed landfill which operated between the 1950's and early 1970's
- Restoration includes removal of the top three feet of soil from the 8 Acre area, dispose of any waste encountered, installing a reinforced geotextile membrane layer, then replace the three feet of soil and rebuild the fields and parking lot.
- \$1,500,000 project; requesting \$750,000 from the State





Ponce Inlet Master Lift Station and South Peninsula Force Main Upgrades

- The City of Port Orange owns and operates the Sanitary Sewer collection and transmission system within the Town of Ponce Inlet.
- This project Serves the approx. 1,500 residences/businesses of Ponce Inlet
- Collect and transmit ≈1 million gallons per day (MGD) of sanitary sewer for treatment to the Port Orange Wastewater Treatment Plant
- Electrical and controls upgrades at lift station to improve resiliency and operational efficiency.
- Replace aging Ductile Iron force main along S. Peninsula drive before it fails to protect the public by minimizing exposure to raw wastewater and preventing the spread of waterborne diseases due to system failures
- Reduces likelihood of system failure and protects water bodies from potential contaminants
- \$2,800,000 project; requesting \$1,400,000 from the State