

# Central Florida Regional Planning Council Meeting Agenda

## Wednesday, August 7, 2024 | 9:30 a.m.\*

How to Attend:

In Person:

Lake Placid Government Center

1069 US Hwy 27 N.

Lake Placid, Florida 33852

\*The CFRPC will convene as the Heartland Regional Resiliency Coalition immediately following the CFRPC Board Meeting.

#### Call To Order - Chair Nathaniel Birdsong

- Invocation
- Pledge of Allegiance
- Roll Call
- Announcements

#### 1) Opportunity for Public Comments

#### 2) Council Administration

- A) Approval of Minutes
- B) June 2024 Financial Report

Actions Requested:	Approval by Council
Exhibits:	#2A: June 12, 2024 Council Meeting Minutes - page 3
	#2B: June 2024 Financial Report - page 7

3) Adopt Resolutions Authorizing Executive Director to Sign, Administer, and Approve Modifications to Florida Commerce Community Planning Technical Assistance Grant Agreements for FY 2024-2025.

Staff will provide an update regarding grant applications filed for the State of Florida, Florida Commerce for FY 2024-2025 Community Planning Technical Assistance Grants. Staff requests authorization to execute grant agreements and administer the grants in anticipation of grant awards.

Actions Requested:	Adopt Resolution to Authorize Executive Director to Sign, Administer and Approve Modifications to the Grant Agreement
Exhibits:	#3A: Resolution 2024-8A - page 13 #3B: Resolution 2024-8B - page 15

4) CFRPC Emergency Response Deployment Policy and Florida Division of Emergency Management (FDEM) Statewide Mutual Aid Agreement

Staff will present the Florida Division of Emergency Management Statewide Mutual Aid Agreement, draft CFRPC Emergency Response Deployment Policy, and Resolution Number 2024-8C to adopt the Florida Statewide Mutual Aid Agreement.

Actions Requested:	Adopt Resolution 2024-8C Approve CFRPC Emergency Response Deployment Policy
Exhibits:	#4A: CFRPC Emergency Response Deployment Policy - page 19 #4B: Statewide Mutual Aid Agreement - page 21 #4C: Resolution 2024-8C - page 35

#### 5) Overview of Planning Advisory Services (PAS) provided to Local Governments

Staff will present an overview of Planning Advisory Services that the CFRPC provides to local governments and communities including but not limited to updates to Comprehensive Plans and Land Development Codes, Community Visioning, Local Mitigation Strategies, Community Redevelopment Plans, and special projects. Current projects will be highlighted.

Actions Requested:	Information Only
Exhibits:	None

#### 6) Heartland Regional Transportation Planning Organization (HRTPO) Activities

Staff will brief the Council on activities of the six-county Heartland Regional Transportation Planning Organization (HRTPO) and other transportation issues.

Actions Requested:	Information only
Exhibits:	None

#### 7) Executive Director's Report

The Executive Director will report on Council programs and the upcoming Executive Director's evaluation.

Actions Requested:	Information Only
Exhibits:	#7: FRCA Monthly Activities Report

#### 8) Updates and Announcements from Local Governments and Agencies

CFRPC Board members including Ex-Officio Members will have the opportunity to share updates and activities from their communities and agencies.

#### 9) Next Meeting and Other Business

- A) Next Meeting: October 9, 2024, at 9:30 a.m. at the Historic Courthouse, Okeechobee County Commissioners Chambers; 304 NW 2nd Street, Okeechobee, FL.
- B) Other Business

#### 10) Adjourn and Convene Meeting of the Heartland Regional Resiliency Coalition

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, income, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the CFRPC Title VI/Nondiscrimination Coordinator, Brenda Torres, 863-534-7130, or via Florida Relay Service 711, or by email: btorres@cfrpc.org

La participación pública es solicitada sin distinción de raza, color, origen nacional, sexo, edad, discapacidad, religión o situación familiar. Las personas que requieren alojamiento bajo el Americans with Disabilities Act (ADA) o la traducción de idiomas, de forma gratuita deben ponerse en contacto Brenda Torres, CFRPC Título VI de Enlace, 863-534-7130 (voz), oa través de la Florida Relay Servicio 711, o por correo electrónico btorres @cfrpc.org al menos tres días antes del evento.



## **Central Florida Regional Planning Council**

### **Meeting Minutes**



Exhibit #2A

#### Wednesday, June 12, 2024 | 9:30 a.m. to 11:30 a.m.

The Florida Department of Citrus 605 E Main St, Bartow, FL 33830

Chair, Nathaniel J. Birdsong, Jr., called the meeting to order at 9:30 a.m. Council Attorney Norman White led the invocation followed by the Pledge of Allegiance.

Norman White swore in new Council Member Judy Wertz-Strickland, City of Arcadia – Ridge League of Cities.

#### Council Members in attendance:

Commissioner Nathaniel J. Birdsong, Jr., City of Winter Haven Mayor Council Member Keith Keene, City of Arcadia Deputy Mayor Council Member Judy Wertz-Strickland, City of Arcadia, Ridge League of Cities Donna Howerton, Highlands County Gubernatorial Appointee Robert "Jeff" Kincart, Polk County Gubernatorial Appointee Councilman Noel Chandler, City of Okeechobee Commissioner Neda Cobb, City of Wauchula, Mayor Pro-Temp Councilman Harrison Havery, City of Sebring Commissioner Don Elwell, Highlands County Pamela Vasquez, Florida Department of Environmental Protection, Ex-Officio John Bohde, Polk County, Ex-officio Cindy Rodriquez, Southwest Florida Water Management District, Ex-Officio Todd Miller, Hardee County, Ex-Officio

A quorum of members was present.

#### 1) Opportunity for Public Comments

No comments.

#### 2) Council Administration

- A) Approval of Minutes
  - A motion was made by: Keith Keene
    - o The motion was seconded by: Don Elwell
    - The motion was approved by unanimous vote.
- B) Approval of April 2024 Financial Report
  - A motion was made by: Noel Chandler
    - The motion was seconded by: Keith Keene
    - The motion was approved by unanimous vote.



June 12, 2024 Minutes

#### 3) Finance Committee Recommendations

The Finance Committee met on May 20, 2024, to review the annual budget items and is recommending approval of the following.

- A) Approve Member Assessments for FY 2024-25.
  - A motion to Approve was made by: Noel Chandler
    - o The motion was seconded by: Neda Cobb
    - The motion was approved by unanimous vote.
- B) Approve Budget Amendment for FY 2023-2024
  - A motion to Approve was made by: Noel Chandler
    - The motion was seconded by: Keith Keene
    - o The motion was approved by unanimous vote.
- C) Approve FY 2024-25 Annual Budget
  - A motion to Approve was made by: Keith Keene
    - The motion was seconded by: Noel Chandler
    - o The motion was approved by unanimous vote.
- D) Approve FY 2023-24 Audit Engagement Letter.
  - A motion to Approve was made by: Don Elwell
    - o The motion was seconded by: Keith Keene
    - The motion was approved by unanimous vote.
- E) Approve Emergency Management Agreement
  - A motion to Approve was made by: Noel Chandler
    - The motion was seconded by: Don Elwell
    - The motion was approved by unanimous vote.

#### 4) CFRPC 50<sup>th</sup> Anniversary Presentation

A presentation of the history of the CFRPC was provided. The first CFRPC Executive Director, Jim Duane, attended remotely and provided a summary of his experiences and the contributions of the CFRPC.

Approval of 50<sup>th</sup> Anniversary Proclamation

- A motion to Approve was made by: Keith Keene
  - o The motion was seconded by: Noel Chandler
  - o The motion was approved by unanimous vote.

#### 5) City of Bartow Activities Report

Mike Herr, Bartow City Manager, was invited to update the Council on current activities in the City of Bartow. Mr. Herr highlighted current projects in the City of Bartow and acknowledged the CFRPC's assistance and partnership.

6) Local Emergency Planning Committee (LEPC) Grant Agreement for FY 2024-25

This is a recurring contract to support the LEPC Region 7 program. The LEPC is comprised of first responders and safety specialists from cities, counties, and private businesses in the five-county region. The Grant begins July 1, 2024. This Agreement provides funding for CFRPC staff to perform the Scope of Work to support the Local Emergency Planning



Committee, its meetings, planning, and other activities. The grant agreement covers July 1, 2024, through June 30, 2025.

Approval of LEPC Grant Agreement and Authorize Executive Director to Administer the Grant Agreement

- A motion to Approve was made by: Keith Keene
  - o The motion was seconded by: Noel Chandler
  - o The motion was approved by unanimous vote.

#### 7) Hazards Analysis (HA) Grant Agreement for FY 2024-25

This is a recurring contract funded by the U.S. Department of Transportation and passed to the Council through the Florida Division of Emergency Management for Hazardous Analysis (HA) services. The Grant begins July 1, 2024. At the local level, each of Florida's 67 Counties performs a Hazards Analysis (HA) or designates a Regional Planning Committee (RPC), in our case the CFRPC and its LEPC. Hazards Analysis (HA) data is included in the LEPC Emergency Response Plan (ERP) for Extremely Hazardous Substances (EHSs) required under EPCRA.

Approval of HA Grant Agreement and Authorize Executive Director to Administer the Grant Agreement

- A motion to Approve was made by: Noel Chandler
  - o The motion was seconded by: Keith Keene
  - o The motion was approved by unanimous vote.
- 8) Hazards Materials Emergency Preparedness (HMEP) Grant Agreement for FY 2024-25
  This is a recurring contract funded by the U.S. Department of Transportation and passed to
  the Council through the Florida Division of Emergency Management for Hazardous
  Materials Emergency Preparedness (HMEP) services. The Grant begins October 1, 2024.
  This Agreement provides funding for CFRPC and its LEPC can maintain the capability
  necessary to effectively respond to hazardous material transportation related emergencies.

Approval of HMEP Grant Agreement and Authorize Executive Director to Administer the Grant Agreement

- A motion to Approve was made by: Noel Chandler
  - o The motion was seconded by: Don Elwell
  - o The motion was approved by unanimous vote.

#### 9) Heartland Regional Resiliency Coalition Update

Staff presented an update regarding resiliency activities in the region. The Heartland Regional Resiliency Coalition provides a formal platform for local governments to work together to create guidelines for the development of resilient communities; learn "Best Practices" from each other and from other regions; and leverage regional resilience efforts to enhance funding and increase competitiveness for securing grants. The Heartland Resiliency Coalition includes the counties of DeSoto, Glades, Hardee, Hendry, Highlands, Okeechobee and Polk. The CFRPC serves as the platform and facilitator of the Coalition. The CFRPC will host a Heartland Resiliency Summit on Tuesday, August 6, 2024, in Lake Placid.

10) Florida Department of Environmental Protection (FDEP) Resilience Project Grant
The Heartland Regional Resiliency Coalition (CFRPC) is eligible to receive Regional
Resilience Entity (RRE) funding from the Resilient Florida Program (Program). The
Program is focused on flood resiliency in the state.



Authorize the Executive Director to apply for, execute and administer the FDEP Grant.

- A motion to Approve was made by: Keith Keene
  - o The motion was seconded by: Noel Chandler
  - o The motion was approved by unanimous vote.

## 11) Update on Local Government Planning Services and Completed FloridaCommerce Community Planning Technical Assistance and Competitive Florida Grants

Jennifer Codo-Salisbury, Executive Director, and Curtis Knowles, Director of Emergency Management and Community Projects, provided an overview of Planning Advisory Services (PAS) that the CFRPC provides to local governments and communities. They also highlighted completed projects and FloridaCommerce FY 2023/24 Community Planning Technical Assistance Grants and Competitive Florida Grants.

# **12)** Heartland Regional Transportation Planning Organization (HRTPO) Activities Marybeth Soderstrom, Transportation Director, provided an update of the HRTPO activities of the six-county Heartland Regional Transportation Planning Organization (HRTPO).

#### 13) Executive Director's Report

The Executive Director reported on Council programs and provided a monthly activity report of the Florida Regional Councils Association.

Ms. Jackie Tucker, Gubernatorial Appointee and longest serving member on the Council was recognized for her 24 years of service and dedication to the Council and Region. She will be missed. Her contributions have been invaluable. Ms. Tucker was not able to attend the meeting. Her recognitions will be mailed to her.

Haines City Morris West, Ridge Leage of Cities representative, was recognized for his service on the Council. He is being replaced by Council Member Judy Wertz-Strickland, City of Arcadia – Ridge Leage of Cities.

In honor of the Council's 50<sup>th</sup> Anniversary, all Council members received a certificate of appreciation.

#### 14) Updates and Announcements from Local Governments and Agencies

CFRPC Board members including Ex-Officio Members shared updates and activities from their communities and agencies.

#### 15) Next Meeting and Other Business

- A) Next Meeting: August 7, 2024, at 9:30 a.m. in Highlands County.
- B) Other Business No other business.
- C) The Council Adjourned to celebrate the 50<sup>th</sup> Anniversary at the office of the Central Florida Regional Planning Council.

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Respectfully submitted,
Nathaniel J. Birdsong, Jr., Chair

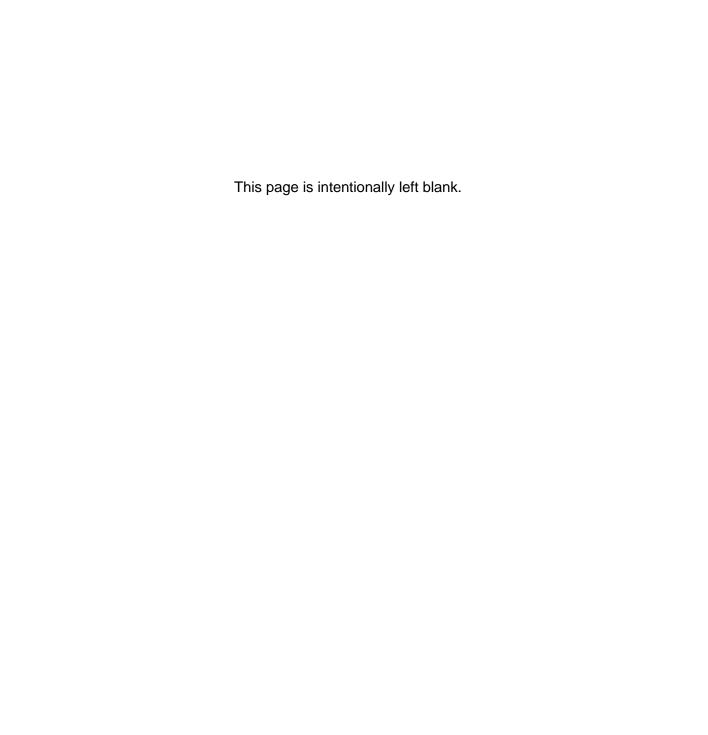


### CENTRAL FLORIDA REGIONAL PLANNING COUNCIL STATEMENT OF ACTIVITIES FY 2023-2024 For the Month Ended June 30, 2024

Exhibit #2B

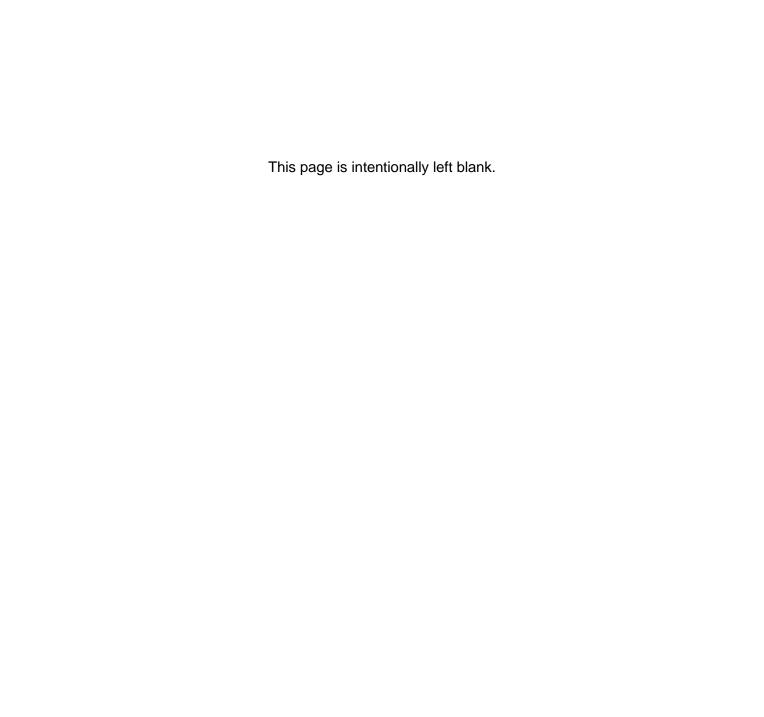
UNAUDITED June = 75%

			CCRUAL		ACTUAL	Approved Budget	ACCRUAL
		J	une 2024	J	lune 2024	Budget	% of Budget
	ORDINARY INCOME/EXPENSE						70 CT Duaget
	INCOME						
1	Use of Prior Year Surplus	\$	-	\$	-	\$ -	0%
2	Member Assessments		269,951		269,951	359,935	75%
3	Local Revenue		831,310		736,339	1,756,920	47%
4	State Revenue		496,393		404,302	512,515	97%
5	Federal Revenue		1,848,972		2,516,157	3,413,481	54%
6	TOTAL INCOME		3,446,626		3,926,749	6,042,851	57%
7	EXPENSE						
8	Salaries & Fringe Benefits		1,895,029		1,891,124	3,215,831	59%
9	Consultants		263,708		287,412	662,200	40%
10	Transportation for the Disadvantaged Trips		943,966		1,400,480	1,568,000	60%
12	Accounting/Payroll Services		2,444		2,444	2,500	98%
13	Advertising		10,422		10,575	15,000	69%
14	Audit		33,600		33,600	34,500	97%
15	Auto Expense		9,478		10,097	15,000	63%
16	Building Security		587		587	1,600	37%
17	Dues & Fees		26,912		27,231	55,000	49%
18	Equipment Expense		4,776		4,979	9,000	53%
19	File Management		(332)		(332)	-	0%
20	Insurance		27,570		18,970	40,000	69%
21	Janitorial/Maintenance		10,991		12,459	15,500	71%
22	Legal Fees		30,570		27,513	37,500	82%
23	Meeting Expense		1,443		1,631	15,000	10%
24	Miscellaneous		1,209		120	1,000	121%
25	Office Supplies		8,128		8,400	15,000	54%
26	Postage & Delivery		1,777		1,703	5,000	36%
27	Printing		2,845		2,847	7,500	38%
28	Repair & Maintenance		8,211		10,263	15,000	55%
29	Technology Supplies		26,089		26,692	60,000	43%
30	Telephone		13,370		14,262	20,000	67%
31	Travel & Registration Fees		40,578		44,900	70,000	58%
32	Utilities Office 9 Technology		4,508		6,352	15,000	30%
33	Capital Outlay - Office & Technology		2,336		2,337	55,000	4%
34	Capital Outlay - Vehicle		- 67 700		- 67 700	- 67 700	0%
34 35	Capital Outlay - TD Vehicle Capital Outlay - Building		67,720		67,720	67,720	0% 0%
36	TOTAL EXPENSE	\$	6,251 3,444,186	\$	6,251 3,920,617	25,000 \$ 6,042,851	57%
37	TOTAL EXPENSE	Ψ	3,444,100	φ	3,920,017	\$ 0,042,031	37 /0
	INCOME OVER (UNDER) EXPENSE	\$	2,440	\$	6,132	\$ -	
	CASH ON HAND 06/20/2024						
	CASH ON HAND 06/30/2024	<sub>^</sub>	20E 000				
	Checking Account + Petty Cash Cash Held in Reserve:	\$	295,008				
	Money Market Account	Ф	276,263				
	Local Govt Investment Pool	\$ \$	10,434				
	Total Cash	\$ <b>\$</b>	581,705				
	10441 04311	Ψ	301,703				



## CENTRAL FLORIDA REGIONAL PLANNING COUNCIL STATEMENT OF NET ASSETS June 30, 2024

	UNAUDITED	A	CCRUAL
	ASSETS		
1	Cash	\$	294,994
2	Petty Cash		15
3	Accounts Receivable		642,237
4	Unbilled Costs		456,375
5	Prepaid Expenses		39,514
6	Fixed Assets		1,022,232
7	Funds Held in Reserve		286,697
8			
9	TOTAL ASSETS	\$	2,742,063
10			
11	LIABILITIES & EQUITY		
12			
13	Liabilities		
14	Accounts Payable	\$	347,762
15	Compensated Absences Liability		156,931
16	Deferred Revenue		40,062
17	Total Liabilities		544,755
18			
19	Fund Balance		2,197,308
20	TOTAL LIABILITIES & FOLUTY		0.740.000
21	TOTAL LIABILITIES & EQUITY	\$	2,742,063



#### Agenda Item #3

Adopt Resolutions Authorizing Executive Director to Sign, Administer, and Approve Modifications to Florida Commerce Community Planning Technical Assistance Grant Agreements for FY 2024-2025

Actions Requested:	Authorize Executive Director to Sign, Administer and Approve Modifications to the Grant Agreements
Exhibits:	#3A: Resolution 2024-8A #3B: Resolution 2024-8B

**Background:** Staff applied for two Community Planning Technical Assistance Grants for the Heartland Region prior to the May 2024 deadline through the State of Florida, Florida Department of Commerce. Staff requests authorization to execute grant agreements and administer the grants. The timeframe of the grants is from July 1, 2024 to June 30, 2025. These resolutions are provided in anticipation of grant awards. Grant awards have not been announced.

#### **Description of Grant Applications:**

#### Development of a Natural Resources Emergency Response Element & Guidebook

This grant will allow for the development of a Natural Resources Emergency Response Element (NRERE) and Guidebook in coordination with the Coastal & Heartland National Estuary Partnership. The primary deliverable will be a streamlined, easy-to-use document that will outline the impacts of extreme events on natural resources and the preparation, response, and recovery actions needed to protect and manage those resources in the event of an emergency or disaster. This will provide guidance to local authorities, response teams, and other stakeholders to understand and mitigate the impact of natural disasters on natural resources and ensure a coordinated and effective response.

#### Resolution 2024-8A

Authorizes the Executive Director to sign, administer, and approve modifications to the grant agreement between the CFRPC and the State of Florida, Florida Department of Commerce to develop a Natural Resource Emergency Response Element and Guidebook.

#### Capacity Building in the Heartland

This grant will continue to propel the long-term vision plan developed by the Central Florida Regional Planning Council, known as Heartland 2060, encompasses the seven counties of DeSoto, Glades, Hardee, Hendry, Highlands, Okeechobee, and Polk. This grant will allow the coordination and facilitation of the many ongoing needs of the Region as a whole, as well as individual assistance to local communities throughout the region in the form of providing additional capacity and technical assistance. Products from this effort would include deliverables and ongoing assistance to our communities as identified in the attached Scope of Work.

The funding of this grant would enable the Central Florida Regional Planning Council to build the capacity of local communities, facilitate technical assistance, foster partnerships to support long-term success, and build a more resilient Heartland region for this generation and generations to come.

- Engage community leadership to identify current and ongoing challenges that create a barrier to future success.
- Identify gaps in ongoing regional coordination efforts, as well as identifying opportunities consolidated collaboration of existing groups, when appropriate.
- Review recommended actions of previous planning studies that have not been pursued with local communities and collect information on their needs related to implementation.
- Identification of grant eligible projects.

#### Agenda Item #3

# Adopt Resolutions Authorizing Executive Director to Sign, Administer, and Approve Modifications to Florida Commerce Community Planning Technical Assistance Grant Agreements for FY 2024-2025

- Identify noteworthy existing initiatives underway at the local, regional and statewide level as
  opportunities to learn from other publicly supported projects.
- Identify innovative solutions, efficiencies available through technology, and other methods to address needs.
- Conduct informational meetings with the local governments to discuss next steps.
- Develop written and electronic materials, maps and graphic tools as needed to support local communities meet their goals.
- Provide support to the formation of coordination groups or identify the proper entity to do so.

#### • Resolution 2024-8B

Authorizes the Executive Director to sign, administer, and approve modifications to the grant agreement between the CFRPC and the State of Florida, Florida Department of Commerce to facilitate capacity building and grant assistance throughout the Heartland.



Exhibit #3A

#### **RESOLUTION 2024-8A**

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL APPROVING THE **EXECUTIVE DIRECTOR TO SIGN, ADMINISTER, AND APPROVE MODIFICATIONS TO A GRANT** AGREEMENT WITH THE STATE OF FLORIDA, FLORIDA COMMERCE TO DEVELOP A NATURAL RESOURCES EMERGENCY RESPONSE ELEMENT AND GUIDEBOOK.

WHEREAS, in 2022, Hurricane Ian caused historic devastation for the counties in the service area, with the Peace River surging 10 feet in a 2-day period in Arcadia, soaring past the previous 20-foot record and reaching a record-breaking height of 25 feet, extending 300 yards beyond its banks; and

WHEREAS, while trying to respond to this emergency, it became clear that increased preparation and clarification of roles, county to county assistance, and help from other government and non-government organizations was necessary; and

WHEREAS, to ensure that the safety of residents and protection of natural resources is more effectively and efficiently addressed during future emergency events, the CFRPC will work in coordination with the Coastal & Heartland National Estuary Partnership, government entities, private sector organizations and Emergency Response personnel to develop a Natural Resources Emergency Response Element and Guidebook to outline the impacts of extreme events on natural resources and the preparation, response, and recovery actions needed to protect and manage those resources in the event of an emergency or disaster; and

#### NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL:

The CFRPC Executive Director is authorized to sign, administer, and approve modifications to the grant agreement between the CFRPC and the State of Florida, Florida Commerce to develop a Natural Resources Emergency Response Element and Guidebook.

DULY PASSED AND ADOPTED THIS 7th DAY OF AUGUST, 2024.

#### **CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**

	By:			
	, <u> </u>	Nathaniel J. Birdsong, Jr., Chair		
ATTEST:		<del></del>		
COUNCIL ATTORNEY:				

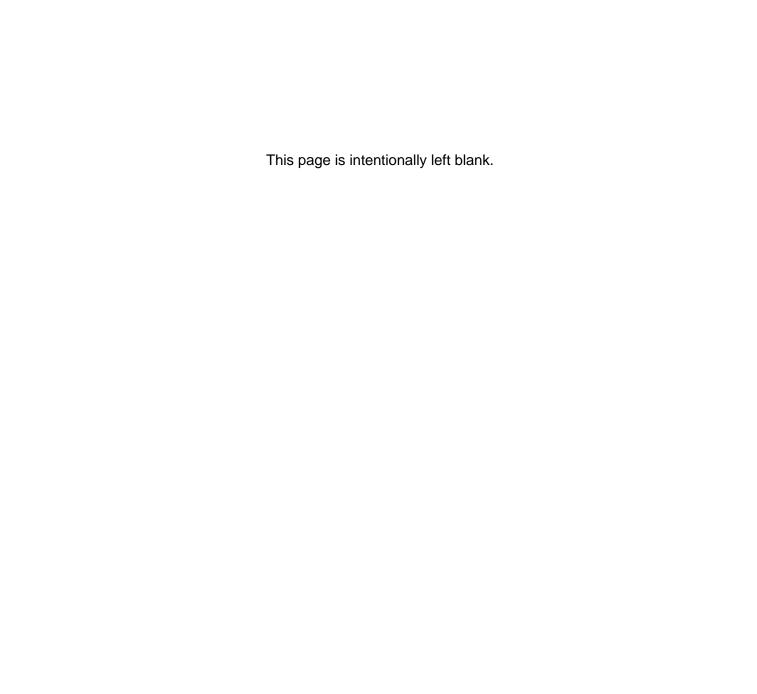




Exhibit #3B

#### **RESOLUTION 2024-8B**

### A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL APPROVING THE **EXECUTIVE DIRECTOR TO SIGN, ADMINISTER, AND APPROVE MODIFICATIONS TO A GRANT** AGREEMENT WITH THE STATE OF FLORIDA, FLORIDA COMMERCE TO FACILITATE CAPACITY BUILDING AND GRANT ASSISTANCE THROUGHOUT THE HEARTLAND.

WHEREAS, The Central Florida Regional Planning Council will continue to propel the long-term vision plan developed by the Central Florida Regional Planning Council, known as Heartland 2060, encompasses the seven counties of DeSoto, Glades, Hardee, Hendry, Highlands, Okeechobee, and Polk; and

WHEREAS, The Florida Department of Commerce Community Planning Technical Assistance Grant will allow the coordination and facilitation of the many ongoing needs of the Region as a whole, as well as individual assistance to local communities throughout the region in the form of providing additional capacity and technical assistance; and

WHEREAS, The funding of this grant would enable the Central Florida Regional Planning Council to build the capacity of local communities, facilitate technical assistance, foster partnerships to support long-term success, and build a more resilient Heartland region for this generation and generations to come; and

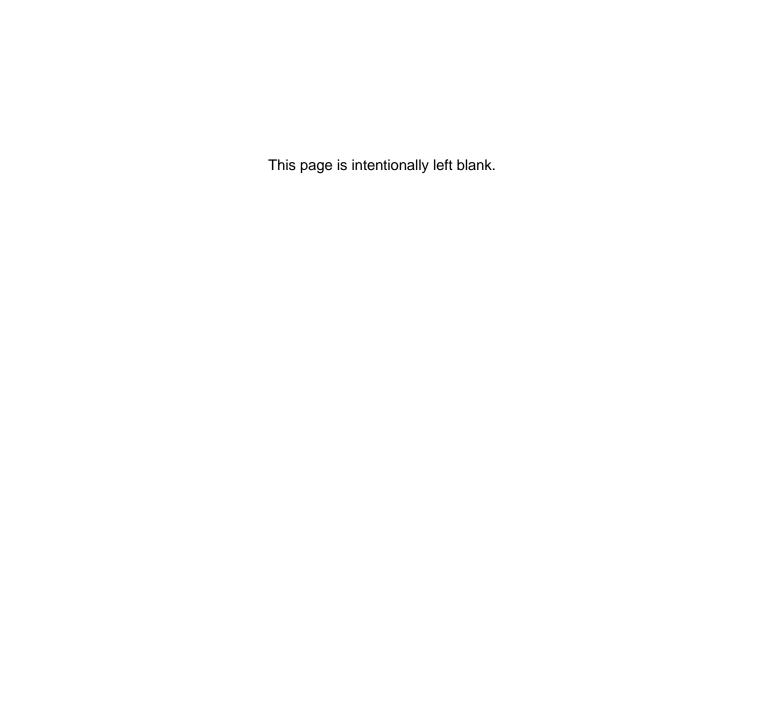
#### NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL:

The CFRPC Executive Director is authorized to sign, administer, and approve modifications to the grant agreement between the CFRPC and State of Florida, Florida Department of Commerce to facilitate capacity building and grant assistance throughout the Heartland.

DULY PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF AUGUST, 2024.

#### CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

	By:	Ву:			
	Na	athaniel J. Birdsong, Jr., Chair			
ATTEST:		_			
COUNCIL ATTORNEY:					



# Agenda Item #4 CFRPC Emergency Response Deployment Policy Florida Division of Emergency Management (FDEM) Statewide Mutual Aid Agreement

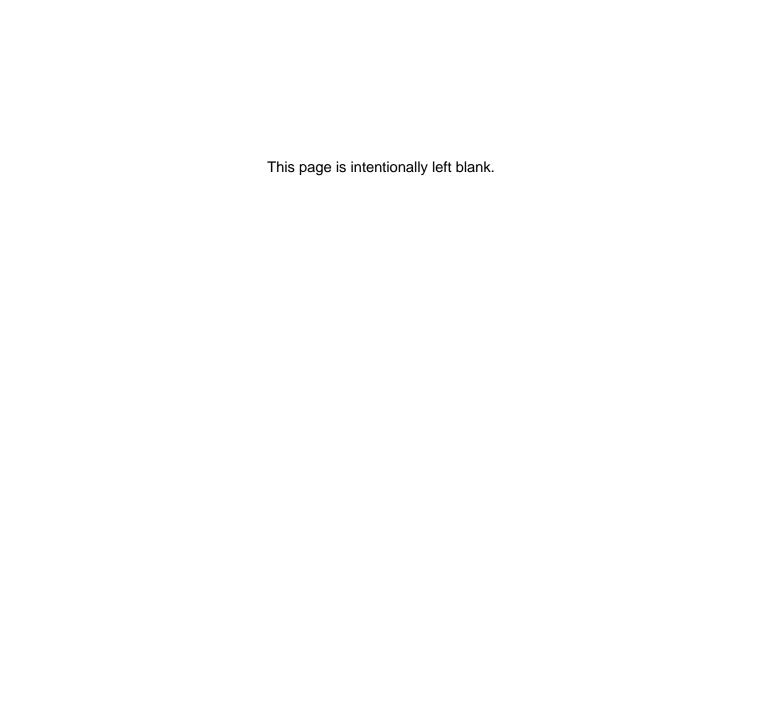
Actions Requested:	Approve CFRPC Emergency Response Deployment Policy Approve Resolution 2024-8C
Exhibits:	#4A: Draft CFRPC Emergency Response Deployment Policy #4B: Statewide Mutual Aid Agreement #4C: Resolution 2024-8C

#### **Background:**

The CFRPC currently has two staff members who are certified in emergency response and deployment during declarations of emergency. Adding an Emergency Response Deployment Policy to the CFRPC personnel policies and approving the Florida Division of Emergency Management Statewide Mutual Aid Agreement, will allow the CFRPC to be reimbursed for staff time and expenses when deployed during emergencies.

#### • Resolution 2024-8C

Authorize the Executive Director to sign and administer agreements related to the Emergency Response Deployment provisions.



#### **Emergency Response Deployment Policy**

The proposed policy will go in effect immediately.

#### **Proposed Policy**

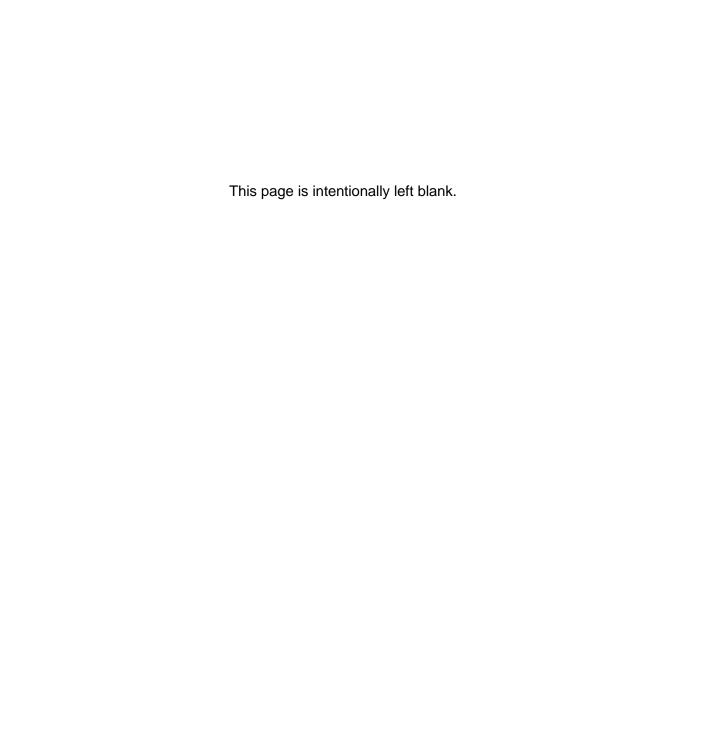
**Emergency Response Personnel Policy:** 

Overtime may be authorized by the Executive Director for exempt emergency responder staff when such staff has been called upon to serve in a state of emergency through the State of Florida Division of Emergency Management (FDEM) Statewide Mutual Aid Agreement adopted by the CFRPC on August 7, 2024 for the term of the Agreement.

Through the mutual aid agreement, the CFRPC will be reimbursed for but not limited to the following based on the Federal or State Rate (depending on the declared State of Emergency):

- 1) Staff time.
- 2) Council vehicle use or rental car if needed.
- 3) Food and Lodging.
- 4) Any other related expenses incurred.

Such staff will be compensated at a rate of one and one-half (1.5) times their regular hourly wage in excess of 40 hours per week when deployed unless otherwise required by applicable law and FDEM policies. Pay is based on actual hours worked.



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

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

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

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

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

#### **ARTICLE I: DEFINITIONS**

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

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

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

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

#### ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

#### ARTICLE III: INVOCATION OF THE AGREEMENT

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

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

#### **ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES**

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

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

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

#### **ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES**

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

<sup>&</sup>lt;sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D068 6%7D

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

#### ARTICLE VI: RENDITION OF ASSISTANCE

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

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

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

#### ARTICLE VII: REIMBURSEMENT

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

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

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

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

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

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

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

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

#### ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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

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

#### **ARTICLE IX: INSURANCE**

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

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

#### ARTICLE X: GENERAL REQUIREMENTS

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

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

#### ARTICLE XI: EFFECTS OF AGREEMENT

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

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

regardless of whether such costs are billed or unbilled.

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

#### ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

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

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

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

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

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

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

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

#### FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST:	BOARD OF TRUSTEES OFAUTHORITY, STATE OF FLORIDA
By:	By: Chairman Date:
	Approved as to Form:  By:  Attorney for Board

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO
WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorize the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and
WHEREAS the statutes also authorize the State to coordinate the provision of an equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and
WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Ac Chapter 252, among political subdivisions within the State; and
NOW, THEREFORE, be it resolved by
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.
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maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:  DATE:  I certify that the foregoing is an accurate copy of the Resolution adopted by



#### **RESOLUTION 2024-8C**

Exhibit #4C

A RESOLUTION RECOGNIZING THE LEGAL FRAMEWORK FOR LOCAL GOVERNMENTS AND TRIBAL NATIONS WITHIN THE STATE OF FLORIDA TO CONDUCT MUTUAL AID WITH ONE ANOTHER BY ESTABLISHING RESPONSIBILITY BETWEEN PARTIES AND STANDARDIZING MUTUAL AID RESPONSE AND REIMBURSEMENT REQUIREMENTS.

**WHEREAS**, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

**WHEREAS** the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

**WHEREAS** this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

**NOW, THEREFORE**, be it resolved by <u>the Central Florida Regional Planning Council</u> that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

 Authorize the Executive Director to sign and administer agreements related to the Emergency Response Deployment provisions.

DULY PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF AUGUST, 2024.

#### **CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**

	By:		
		Nathaniel J. Birdsong, Jr., Chair	
ATTEST:			
COUNCIL ATTORNEY:			





Apalachee • Central Florida

East Central Florida • Emerald Coast

North Central Florida • Northeast Florida • South Florida

Southwest Florida • Tampa Bay • Treasure Coast

#### **MONTHLY ACTIVITY REPORT: June 2024**

#### RESOURCE DEVELOPMENT/CAPACITY BUILDING and OUTREACH

- Composed and prepared the May/June FRCA Forward Newsletter for distribution in early July.
- Updated and maintained the email listserv for approximately 2,400 individuals who receive *FRCA Forward*.
- Updated the FRCA website and social media sites.
- To enhance partnerships, share best practices and strengthen the relationship between regional planning councils and their state and federal partners, organized, participated in or attended the following meetings and shared information:
  - Mitigate Florida Meeting hosted by the Florida Division of Emergency Management,
  - o Rural Economic Development Initiative Meeting hosted by Florida Commerce,
  - Florida Council of 100 on Affordable Housing,
  - Florida Association of Counties Annual Conference

#### ASSOCIATION MANAGEMENT

- Organized the July FRCA Executive Directors Advisory Committee (EDAC) meeting.
- Attended meetings of the Emerald Coast and North Central Florida Regional Planning Councils.
- Began coordinating for the Summer Policy Board Meeting scheduled for August 9, 2024, at the Tampa Bay Regional Planning Council.
- Continued to coordinate logistics for the 2024 meeting and conference schedule.
- Shared, grant opportunities and information of interest from local, state and national agencies and organizations.