

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
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Agenda Request Form

Agenda Number: 5.

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Type: Agreements/Contracts

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**Agenda
Section:**

In Control: City Commission

File Created: 09/03/2024

Short Title: Contracts Database - September 18th, 2024

Final Action: 09/18/2024

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

- (A) B.P. Academy, Inc. - Facility Use Agreement - Renewal
- (B) Broward County - Community Shuttle Service - Renewal
- (C) FileOnQ, Inc. - Public Safety Platform - Renewal
- (D) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training - Renewal
- (E) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use Agreement - Renewal
- (F) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use Agreement - Renewal
- (G) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement - Renewal
- (H) South Florida Institute on Aging, Inc. ("SoFIA") - RSVP Tech & Community Services Program - Renewal
- (I) State of Florida, Emergency Management Division (The) - Statewide Mutual Aid Agreement - Renewal
- (J) Stryker Sales, LLC. - PowerLoad System - Renewal
- (K) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement - Renewal
- (L) West Pines United Futbol Club, Inc. - Facility Use Agreement- Renewal

*Agenda Date: 09/18/2024

Agenda Number: 5.

Internal Notes:

Attachments: 1. Contracts Database Report - September 18th, 2024 (revised), 2. A. BP Academy, Inc. FUA (Fletcher Park) (AB), 3. B. Broward County - Community Shuttle Service Agreement (All Backup), 4. C. FileOnQ -Existing Customer Platform Agreement (All Backup), 5. D. NCS Pearson-Certiport Agreement-Microsoft Training for Charter Schools (All Backup), 6. E. Optimist Club of Pembroke Lakes (PLO) - Facility Use Agreement (AB), 7. F. Optimist Club of West Pembroke Pines (WPPO) - FUA (AB), 8. G. Pembroke Pines Optimist Club (PPO) Facility Use Agreement (AB), 10. I. Statewide Mutual Aid Agreement (SMAA) - 2023 (2024-25)(ABD), 11. J. Stryker Sales, LLC. - Power Load System (AB), 9. H. SoFIA MOU RSVP Tech & Community Services Program (All Backup), 12. K. West Pines Girls Softball (WPGS) - Facility Use (AB), 13. L. West Pines Futbol Club, Inc. - Facility Use Agreement (AB)

Related Files:

1	City Commission	09/18/2024	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda		
		Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez	
		Nay: - 0		

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

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(J) Stryker Sales, LLC. - PowerLoad System - Renewal

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(L) West Pines United Futbol Club, Inc. - Facility Use Agreement- Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) B.P. Academy, Inc. - Facility Use Agreement - Renewal

1. On October 25, 2022, the City entered into an Agreement with B.P. Academy, Inc. for the use of certain athletic fields owned, operated, and/or maintained by the City for recreational purposes, for an initial one (1) year period, which expired on September 30, 2023.
2. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional terms upon mutual consent evidenced by written Amendments to the Agreement extending the term thereof.
3. The term of the Original Agreement, as amended, has been renewed one (1) time extending the term to September 30, 2024.
4. The Recreation Department recommends that the City Commission approve this Second Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$4,065.00
- b) **Amount budgeted for this item in Account No:**
001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(B) Broward County - Community Shuttle Service - Renewal

1. On October 2, 2019, the City Commission approved for the City to enter into an Agreement with Broward County for an initial three (3) year period, commencing on October 1, 2019, and expiring on September 30, 2022.
2. Broward County Transit Division supplements the mass transit county system and provides funding and community bus transportation to the residents of Pembroke Pines. The service includes the blue, gold, and green routes.
3. Section 5.1 of the Original Agreement authorized renewal of the Original Agreement for two (2) additional one (1) year periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration of the current term.
4. On August 3, 2022, the City Commission approved the first, one (1) year renewal term which expired on September 30, 2023.
5. On June 7, 2023, the City Commission approved the second, one (1) year renewal term which will expire on September 30, 2024.
6. The Parties wish to further extend the term of the agreement for an additional one (1) year term from October 1, 2024, to September 30, 2025.
7. The Community Services Department recommends that the City Commission approve the Third Amendment to the Agreement to provide for an additional, one (1) year renewal term commencing on October 1, 2024, and expiring on September 30, 2025.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$679,993 (Third Amendment)
- b) **Amount budgeted for this item in Account No:**

Revenue:

Broward County Transportation Grant:

\$605,937	128-000-8004-337410-0000-000-0000 (BCT Grant Gold & Green Routes)
<u>\$ 74,056</u>	128-000-8004-337410-0000-000-0000-00042 (BCT Grant Blue Route)
\$679,993	Total

Transfer from Road and Bridge Fund:

\$392,313	128-000-8004-381100-0000-000-0000 (Gold & Green Routes)
<u>\$ 40,722</u>	128-000-8004-381100-0000-000-0000-00042 (Blue Route)
\$433,035	Total

c) Source of funding for difference, if not fully budgeted:

d) 1-year projection of the operational cost of the project:

	Current FY	FY 2024-25
Revenue	\$0.00	\$679,993.00
Expenditure	\$0.00	\$1,113,028.00
Net Cost	\$0.00	\$433,035.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(C) FileOnQ, Inc. - Public Safety Platform - Renewal

1. On September 26, 2022, the City entered into a Software License Agreement with FileOnQ, Inc. for an initial, two (2) year period, which will expire on September 30, 2024.

2. The City of Pembroke Pines Police Department contracted with FileOnQ, Inc, to provide the software and software maintenance for a public safety platform comprised of EvidenceOnQ (property-evidence management software), DigitalOnQ (digital evidence management software), QuarterMasterOnQ (supply-equipment management software), and FoundropOnQ.

3. Section 3.4 of the Agreement authorizes the renewal of the Agreement for three (3), additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. The Police Department has opted to renew only the DigitalOnQ portion of the subscriptions, thus reducing the contract value below the \$25,000 threshold that would require this agreement to be brought to commission for approval.

5. The Police Department informs the City Commission of this 2024-25 Renewal Agreement for the first, one (1) year renewal term commencing on October 1, 2024, and expiring on September 30, 2025, as allowed by the Agreement. Future renewals of the Agreement for an amount under \$25,000 will no longer be brought before the City Commission.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$10,431.72

b) Amount budgeted for this item in Account No: \$31,000,
001-521-3001-534995-0000-000-0000-: Other Svc - IT

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 1-year projection of the operational cost of the project:

	Current FY	FY 2024-25
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$10,431.72
Net Cost	\$0.00	\$10,431.72

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(D) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training - Renewal

1. On October 6, 2021, the City entered into an Original Agreement with NCS Pearson, Inc. for an initial one (1) year period which naturally expired on October 2, 2022.

2. NCS Pearson, Inc. provides courseware and exams for the Microsoft Office Specialist (MOS) and the Adobe Certified Association (ACA) industry certification programs for the City's Charter Schools.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On September 14, 2022, the City executed the First Amendment to the Original Agreement to extend the term thereof for an additional one (1) year term which expired on October 2, 2023.

5. On September 20, 2023, the City executed the Second Amendment to the Original Agreement to extend the term thereof for an additional one (1) year term which will expire on October 2, 2024.

6. The City's Charter Schools recommend that the City Commission approve this Third Amendment for a one (1) year term which shall commence on October 3, 2024, and shall naturally expire on October 2, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$51,593

b) Amount budgeted for this item in Account No: Funding is available the Noncapital software accounts:

School Site	Account Coding	Account Description	Amount
West Middle	171-569-5052-552652-5102-369-0000-00553	Noncapital Software & Licenses	\$8,739
Central Middle	171-569-5052-552652-5102-369-0000-00554	Noncapital Software & Licenses	\$19,601
Academic Village Middle	172-569-5053-552652-5102-369-0000-	Noncapital Software & Licenses	\$23,253
Total			\$51,593

c) Source of funding for difference, if not fully budgeted: Not applicable.

d) 1-year projection of the operational cost of the project:

	School FY 2024-25
Revenues	\$0.00
Expenditures	\$51,593.00
Net Cost	\$51,593.00

e) Detail of additional staff requirements: Not applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not applicable.

(E) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use Agreement - Renewal

1. On February 6, 2016, the City entered into a Facility Use Agreement with Optimist Club

of Pembroke Lakes, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Revenue:** \$24,755.00

b) **Amount budgeted for this item in Account No:** \$24,755.00

001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5-year projection of the operational cost of the project:** Not Applicable

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(F) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use Agreement - Renewal

1. On February 15, 2017, the City entered into a Facility Use Agreement with Optimist Club of West Pembroke Pines, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual

consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$34,430.00

b) Amount budgeted for this item in Account No: \$34,430

001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5-year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(G) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement - Renewal

1. On January 31, 2017, the City entered into a Facility Use Agreement with Pembroke Pines Optimist Club, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period,

which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$22,110.00
- b) **Amount budgeted for this item in Account No:** \$22,110.00
001-000-7001-347225-0000-000-0000-Youth Athletic Program
001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(H) South Florida Institute on Aging, Inc. ("SoFIA") - RSVP Tech & Community Services Program - Renewal

1. In June of 2024, the City approved and entered into a Memorandum of Understanding with the SoFIA RSVP Tech & Community Services Program, Inc. by and through the South Florida Institute on Aging, Inc. ("SoFIA"), for an initial, one (1) year period, which commenced on December 11, 2023, and will expire on December 10, 2024.

2. SoFIA trains and certifies a network of volunteers to provide organizational program support and/or conduct computer classes for enrolled participants. SoFIA provides technology course materials for all participants, develops publicity and marketing and is responsible for enrollment and data collection, i.e. pre and post student surveys. The program ensures implementation of the technology services and computer classes provided in the community to persons ages 60 and over. SoFIA programs about 10 classes each year with an average of 16 participants per class, and they hold weekly tech help sessions for all members of the Carl Shechter Southwest Focal Point Community Center.

3. A new Memorandum of Understanding provides for the program to continue for an additional one (1) year term.

4. The Community Services Department recommends that the City Commission approve the new Memorandum of Understanding to provide continuation of the program for the one (1) year period from December 11, 2024, to December 10, 2025.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None (The services are free of charge or obligation and are provided to members registered with the Carl Shechter Southwest Focal Point Community Center.)
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(I) State of Florida, Emergency Management Division (The) - Statewide Mutual Aid Agreement - Renewal

1. On February 28, 2024, the City entered into a Statewide Mutual Aid Agreement with the State of Florida, Division of Emergency Management, for an initial period of one (1) year which will expire on February 27, 2025.
2. Resolution No. 3855 approving and adopting the Statewide Mutual Aid Agreement was approved by the City Commission on February 21, 2024.
3. The State Emergency Management Act, which has been Codified as Chapter 252 (the "Statutes"), Fla. Stat., provides the Florida Division of Emergency Management (the "Department") with the authority to coordinate and direct emergency management assistance between local governments, including rendering mutual aid among the political subdivisions of the State to carry out emergency management functions and responsibilities. The Statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State of its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area. There is no need for a declaration of emergency to be issued for the agreement to be activated. When an entity requests aid, the requesting entity agrees to reimburse the assisting party per the terms of the reimbursement in the SMAA.
4. Article XI, Section D of the Statewide Mutual Aid Agreement provides for annual, automatic renewal of the term each year after its execution.

5. The City Administration recommends that the City Commission approve the automatic renewal of the agreement term for the one (1) year period commencing on February 28, 2025, and expiring on February 27, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None.
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5-year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(J) Stryker Sales, LLC. - PowerLoad System - Renewal

1. On April 7, 2021, the City entered into an Agreement with Stryker Sales, LLC. for the provision of maintenance services for Stryker Stretchers and PowerLoad System, for an initial one (1) year period which naturally expired on April 14, 2022.
2. The Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. On April 14, 2022, the City entered into the First Amendment to the Original Agreement to increase the annual compensation from \$24,392.00 to \$26,096.00, and to renew the term for an additional one (1) year period, which expired on April 14, 2023.
4. On April 11, 2023, the City entered into the Second Amendment to the Original Agreement, as amended, to extend and align the term of the Original Agreement an extra 5.5 months for a total of 17.5 months, as amended, with the City's Fiscal year which expires on September 30, 2024, for a total amount of \$43,563.33.
5. Stryker Sales cannot provide a financial breakdown of our previous year's costs for repairs made, which precludes the Fire Department from completing a cost analysis. Given this situation, the Fire Department assessed its options and determined that paying for a preventive maintenance plan and repairs separately would be less expensive than continuing to pay for an annual service.

6. The Fire Department recommends that the City Commission approve this Third Amendment to decrease the compensation to \$7,920.00 and to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$7,920.00

b) **Amount budgeted for this item in Account No:**

001-529-4003-546800-0000-000-0000 (Maintenance & Contracts)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **1-year projection of the operational cost of the project:**

	FY 2025
Revenues	\$0.00
Expenditures	\$7,920.00
Net Cost	\$7,920.00

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(K) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement - Renewal

1. On February 14, 2017, the City entered into a Facility Use Agreement with West Pines Girls Softball, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as

allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$8,910.00
- b) **Amount budgeted for this item in Account No:** \$8,910.00
001-000-7001-347225-0000-000-0000-Youth Athletic Program
001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(L) West Pines United Futbol Club, Inc. - Facility Use Agreement - Renewal

1. On October 5, 2022, the City entered into an Agreement with West Pines United Futbol Club, Inc. for the use of certain athletic fields owned, operated, and/or maintained by the City for recreational purposes, for an initial one (1) year period, which expired on September 30, 2023.
2. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional terms upon mutual consent evidenced by written Amendments to the Agreement extending the term thereof.
3. The term of the Original Agreement, as amended, has been renewed one (1) time extending the term to September 30, 2024.
4. The Recreation Department recommends that the City Commission approve this Second Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$103,455.00
- b) **Amount budgeted for this item in Account No:** \$103,455.00
001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

001-000-7001-362035-0000-000-0000-Field Rentals

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project:** Not Applicable

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

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

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

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

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

ARTICLE I: DEFINITIONS

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

ARTICLE III: INVOCATION OF THE AGREEMENT

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

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

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site¹.

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

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- 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.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

ARTICLE VII: REIMBURSEMENT

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

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

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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

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

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

ARTICLE IX: INSURANCE

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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,



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:  Ian Guidicelli

Date: 3/5/2024

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF Pembroke Pines
STATE OF FLORIDA

By: 

By: 

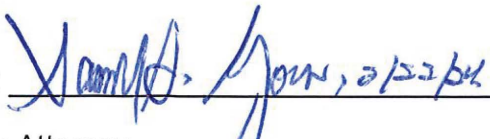
Title: City Clerk

Mariene D. Graham
City Clerk
City of Pembroke Pines

Title: Mayor

Date: 2-26-24

Approved as to Form:

By: 

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

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 its 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 _____

_____ 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.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____

BY: _____

TITLE: _____

DATE: _____

**PROPOSED RESOLUTION NO. 2024-R-05
RESOLUTION NO. 3855**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
PEMBROKE PINES, FLORIDA; APPROVING AND ADOPTING
THE STATEWIDE MUTUAL AID AGREEMENT WITH THE
FLORIDA DIVISION OF EMERGENCY MANAGEMENT;
PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The State of Florida Emergency Management Act, which has been Codified as Chapter 252 (the "Statutes"), Fla. Stat., provides each local government in the State with the authority to develop and enter into mutual aid agreements within the State for reciprocal emergency aid in the event of a disaster or emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Statutes provide the Florida Division of Emergency Management (the "Department") with the authority to coordinate and direct emergency management assistance between local governments, including rendering mutual aid among the political subdivisions of the State to carry out emergency management functions and responsibilities; and

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

WHEREAS, the Commission desires to ratify and adopt the Statewide Mutual Aid Agreement (attached hereto as Exhibit "A" and incorporated herein by reference) with the Florida Division of Emergency Management to authorize the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act among the political

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subdivisions within the State; and

WHEREAS, the City Commission of the City of Pembroke Pines finds that the entering into the Statewide Mutual Aid Agreement through the approval of this Resolution is in the best interest of the health, safety, and welfare of the citizens, residents, and businesses of the City of Pembroke Pines and serves a municipal and public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission of the City of Pembroke Pines, in order better ensure the health, safety, and welfare of its citizens, residents, and businesses of the City of Pembroke Pines in the wake of an emergency or disaster hereby adopts and approves the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management.

Section 3. The City Commission of the City of Pembroke Pines authorizes the appropriate City officials to do all things necessary and expedient to effectuate the aims of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution

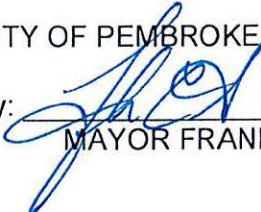
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is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, THIS 21ST DAY OF FEBRUARY, 2024.

CITY OF PEMBROKE PINES, FLORIDA

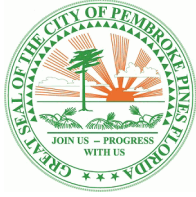
By:  _____
MAYOR FRANK C. ORTIS

ATTEST:  2/28/2024 _____
MARLENE GRAHAM, CITY CLERK

APPROVED AS TO FORM:

 2/28/24	ORTIS	<u>AYE</u>
	CASTILLO	<u>AYE</u>
	GOOD	<u>AYE</u>
	SCHWARTZ	<u>AYE</u>
	SIPLE	<u>AYE</u>

OFFICE OF THE CITY ATTORNEY



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Agenda Request Form

Agenda Number: 11.

File ID: 2024-R-05

Type: Resolution

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/05/2024

Short Title: Proposed Resolution 2024-R-05: Statewide Mutual Aid Agreement

Final Action: 02/21/2024

Title: MOTION TO ADOPT PROPOSED RESOLUTION 2024-R-05.

PROPOSED RESOLUTION 2024-R-05 IS A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA; APPROVING AND ADOPTING THE STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

***Agenda Date:** 02/21/2024

Enactment Date: 02/21/2024

Agenda Number: 11.

Enactment Number: 3855

Internal Notes:

Attachments: 1. 2024-R-05 Statewide Mutual Aid Agreement (00594478xC4B6A).pdf, 2. Exhibit A: SMAA 2023_Final Version

Related Files:

1 City Commission 02/21/2024 adopt Pass

Action Text: A motion was made by Vice Mayor Siple, seconded by Commissioner Schwartz, to adopt Proposed Resolution No. 2024-R-05. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Commissioner Schwartz, Vice Mayor Siple, Commissioner Castillo, and Commissioner Good Jr.

Nay: - 0

1 City Commission 02/21/2024

SUMMARY EXPLANATION AND BACKGROUND:

1. The State of Florida Emergency Management Act, which has been Codified as Chapter 252 (the "Statutes"), Fla. Stat., provides each local government in the State with the authority to develop and enter into mutual aid agreements within the State for reciprocal emergency aid in the event of a disaster or emergencies too extensive to be dealt with unassisted.

2. The Statutes provide the Florida Division of Emergency Management (the “Department”) with the authority to coordinate and direct emergency management assistance between local governments, including rendering mutual aid among the political subdivisions of the State to carry out emergency management functions and responsibilities. The Statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State of its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area.

3. 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 of Florida.

4. As indicated in the attached Statewide Mutual Aid Agreement (SMAA), there is no need for a declaration of emergency to be issued for the agreement to be activated (See Exhibit 2). When an entity requests aid, the requesting entity agrees to reimburse the assisting party per the terms of the reimbursement in the SMAA.

5. The City Commission of the City of Pembroke Pines finds that the entering into the Statewide Mutual Aid Agreement through the approval of this Resolution is in the best interest of the health, safety, and welfare of the citizens, residents, and businesses of the City of Pembroke Pines and serves a municipal and public purpose.

6. Request City Commission approve and adopt the Statewide Mutual Aid Agreement with the State of Florida, providing for conflicts, providing for severability; and providing for an effective date.

FINANCIAL IMPACT DETAIL: None.

- a) **Initial Cost:** Not applicable
- b) **Amount budgeted for this item in Account No:**Not applicable
- c) **Source of funding for difference, if not fully budgeted:** Not applicable
- d) **5 year projection of the operational cost of the project** Not applicable
- e) **Detail of additional staff requirements:** Not applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not applicable