

VILLAGE OF LAZY LAKE
REGULAR MEETING AGENDA
SUNSERVE BUILDING CONFERENCE ROOM
2312 WILTON DRIVE, WILTON MANORS, FLORIDA
THURSDAY, MAY 2, 2024
6:30 P.M.

TO PARTICIPATE VIA TELEPHONE

Dial-in: **1-443-489-6180**

Pin: **730 449 611#**

Persons who wish to speak will recognized
by the Mayor during open public comments
portion(s) of the meeting.

Village Council

Mayor Carlton Kirby
Council Member Ray Nyhuis
Council Member Jeff Grenell
Council Member Mark DiPaolo
Council Member Warren Nadeau
Council Member William Daugherty

1. Roll Call

2. Public Comments (3 minutes)

3. Approval of Minutes

March 14, 2024, Village Council Meeting Minutes

4. Consent Agenda

- a. Ratification of payments made for the following invoices:
- Invoices paid electronically from March 14, 2024 – present day.

5. Resolutions

- a. Resolution 24-01

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, APPROVING THE ADOPTION OF AND AUTHORIZING THE MAYOR TO EXECUTE A STATEWIDE MUTUAL AID AGREEMENT FOR INTERJURISDICTIONAL MUTUAL ASSISTANCE IN ACCORDANCE WITH THE STATE EMERGENCY MANAGEMENT ACT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

6. Discussion Items

- a. Enhanced Waterbody Assessment for Village Lake by Solitude Lake Management LLC - \$925
b. Broward County Invoice EL10001139

7. Village Attorney comments

8. Mayor and Council comments

9. Adjournment

NOTE: This Council Meeting will be held in the Conference Room of the SunServe Building located at the above address.

**AGENDA AND SUPPORTING DOCUMENTATION POSTED AT:
www.lazylakefl.us**

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to

any matter considered at such meeting or hearing, said person will need a record of the proceedings. For such purpose a verbatim record of the proceeding will have to be made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requiring accommodations in order to participate should contact the Village Administrator at 954-756-3155 at least five (5) business days prior to the meeting to request such accommodations. If hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8700 (voice) or 1-800-955-8771 (TDD).

Village of Lazy Lake Minutes
March 14, 2024

VILLAGE OF LAZY LAKE
Village Council Meeting
Meeting Minutes

2312 Wilton Drive, Wilton Manor, Fl. 33305
Thursday, March 14, 2024
6:30pm

Village Council

Mayor Carlton Kirby
Council Member Ray Nyhuis
Council Member Jeff Grenell
Council Member Mark DiPaolo
Council Member Warren Nadeau
Council Member William Daugherty

In Attendance

Tedra Allen – Administrative Assistant
Pamala Ryan Esq. – Village Attorney
Dana Merrill – Resident
Steve Martin – Resident

1. **Roll Call**

The meeting was called to order at 6:34 p.m. It was determined a quorum was present.

2. **Public Comment**

Dana Merrill, resident- wanted a follow-up to the Air BnB issues. Renters are not adhering to the Code. Mr. Merrill asked when the Code will be enforced. Informed that if no action is taken, he will start the process of lawsuit against the Village.

Steve Martin, resident – feels it is the responsibility of the Village Council to enforce the Air BnB. The events being held at the Air BnB are affecting his quality of life.

David Venticinque – Air BnB Issues. He informed the Council that he has witnessed parties with extreme noise levels.

Roger Elliot – Informed that he has been kept up all night due to Air BnB activities. Also witnessed a nude pool party. This issue is affecting his health, more than 12 events in 2024.

3. **Approval of Minutes**

a. February 1, 2024, Council Meeting Minutes

Motion made by Councilman Grenell to approve the February 1, 2024 Village Council meeting minutes, seconded by Councilman Nyhuis. In a voice vote, the motion passed unanimously 5-0.

4. **Consent Agenda**

a. Ratification of payments made for the following invoices:
- Invoices paid electronically from February 1, 2024 - present day.

Village of Lazy Lake Minutes

March 14, 2024

Motion made by Councilman Grenell to approve invoices paid from February 1, 2024 to the present day, seconded by Councilman Nadeau. In a voice vote, the motion passed unanimously 5-0.

5. New Business

a. Form 6 Litigation with Weiss Serota – No action

b. Discussion and possible action on the repair of the boat ramp retaining wall.

Survey needs to be located to show ownership. Council consensus to conduct a survey. Work also needs to be done on Andrews Avenue, Mayor Kirby, to find out if it is the responsibility of Wilton Manors or Broward County.

6. Discussion Items

a. Short-term rentals and enforcement

It was determined that the property is being advertised as a “Party Palace” The property is not permitted for that purpose. The question was raised on how can vacation rental licenses be revoked.

7. Adjournment

Tedra Allen, MMC Date

Mayor Carlton Kirby Date

Date Range

Specific date range Up To 24 months

From **To**

Numeric date starting with the month

Filter By

All

Showing 1 - 9 of 9 payments

Prev 1 Next

Description	Category	Amount	Deliver By	Status
Tedra Allen <small>Administrative Assistant</small>	Miscellaneous	\$850.00 <small>*4602</small>	MAY 1	Processing <small>Cfm # W1H4M-S05XD</small>
Wilton Executive Suites, LLC <small>SunServe Building *hter</small>		\$319.50 <small>*4602</small>	MAY 1	Processing <small>Cfm # W1H4M-S0RG8</small>
Ottinot Law P.A.		\$3,174.00 <small>*4602</small>	APR 19	Processed <small>Cfm # W2VMR-95PZ8</small>
Solitude Lake Management <small>*Lake</small>		\$197.95 <small>*4602</small>	APR 16	Processed <small>Cfm # W2BDL-XJ84X</small>
Tedra Allen <small>Administrative Assistant</small>	Miscellaneous	\$170.34 <small>*4602</small>	APR 8	Processed <small>Cfm # W1J9M-5SL7G</small>
Ottinot Law P.A.		\$2,829.00 <small>*4602</small>	APR 1	Processed <small>Cfm # W0T2H-STRGH</small>
Tedra Allen <small>Administrative Assistant</small>	Miscellaneous	\$850.00 <small>*4602</small>	APR 1	Processed <small>Cfm # VYFZ7-B3F04</small>
Wilton Executive Suites, LLC <small>SunServe Building *hter</small>		\$319.50 <small>*4602</small>	APR 1	Processed <small>Cfm # VYFZ7-B3YWL</small>
Broward County <small>Consumer Protection Division *erde</small>		\$682.00 <small>*4602</small>	MAR 18	Processed <small>Cfm # VZFDQ-4H23Z</small>
Total		\$9,392.29	<i>Pending, Processing, and Processed payments only, including any fees</i>	

Showing 1 - 9 of 9 payments

Prev 1 Next

Ottinot Law, P.A.

5944 Coral Ridge Drive, PM#201
CORAL SPRINGS, FL 33076

INVOICE

Invoice # 706
Date: 04/08/2024
Due On: 05/08/2024

Village of Lazy Lake
225
Lazy Lake, Florida 33305

00101-Village of Lazy Lake

General Municipal Services

Type	Date	Notes	Quantity	Rate	Attorney	Total
Service	03/04/2024	Circulated final signatures for Financial Services Agreement; reviewed letter from the state audit committee; reviewed new COPCN application	0.60	\$230.00	Pamala Ryan	\$138.00
Service	03/05/2024	Updated and revised responses to new COPCN application with new information and attachments; circulated to Ft. Lauderdale and Broward County for review; discussed with Ft. Lauderdale staff document production protocol	3.10	\$230.00	Pamala Ryan	\$713.00
Service	03/06/2024	Reviewed citation from Broward County on COPCN application; contacted Inspector Rainelle Jones regarding same	0.40	\$230.00	Pamala Ryan	\$92.00
Service	03/08/2024	Reviewed information from the Department of Revenue on e-Trim notification process and circulated; phone conference with Captain Maylor with Ft. Lauderdale Fire Rescure regarding gaps in the COPCN application process; resolved same	0.70	\$230.00	Pamala Ryan	\$161.00
Service	03/11/2024	Reviewed proposed council meeting agenda and suggested changes; handled several other Village matters; phone conference with Mayor Kirby regarding agenda, upcoming meeting and other Village matters; corresponded with Broward County on additional COPCN application requirements	3.20	\$230.00	Pamala Ryan	\$736.00
Service	03/13/2024	Completed entire COPCN package with attachments for execution; reviewed agenda in preparation for council meeting	2.00	\$230.00	Pamala Ryan	\$460.00
Service	03/14/2024	Attended Village Council Meeting	2.30	\$230.00	Pamala Ryan	\$529.00

Service	03/15/2024	Sent Broward County pdf version of COPCN application with directions	0.30	\$230.00	Pamala Ryan	\$69.00
Service	03/18/2024	Provided Harry Taubenfeld with audit information as requested; sent information; sent revised certificate of compliance with courtesy notice of violations to 40 NE 24th Street short term rental owner	0.70	\$230.00	Pamala Ryan	\$161.00
Service	03/28/2024	Discussions with FPL representative regarding final approval of ordinance and followed up with Tedra Allen	0.30	\$230.00	Pamala Ryan	\$69.00
Service	03/31/2024	Reviewed Local Gas Tax Option revenue documents submitted by Broward County	0.20	\$230.00	Pamala Ryan	\$46.00
Quantity Subtotal						13.8
Quantity Total						13.8
Subtotal						\$3,174.00
Total						\$3,174.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
701	04/16/2024	\$2,829.00	\$0.00	\$2,829.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
706	05/08/2024	\$3,174.00	\$0.00	\$3,174.00
Outstanding Balance				\$6,003.00
Total Amount Outstanding				\$6,003.00

Please make all amounts payable to: Ottinot Law, P.A.

Please pay within 30 days.



Invoice

Invoice number: 4942630478

Google LLC
1600 Amphitheatre Pkwy
Mountain View, CA 94043
United States
Federal Tax ID: 77-0493581

Bill to

Tedra Allen
Village of Lazy Lake
2250 Lazy Lane
Lazy Lake, FL 33305
United States

Details

Invoice number4942630478
Invoice dateMar 31, 2024
Billing ID4046-0321-6779
Domain namelazylakefl.us

Google Workspace

Total in USD **\$146.94**

Summary for Mar 1, 2024 - Mar 31, 2024

Subtotal in USD \$146.94
Tax (0%) \$0.00
Total in USD \$146.94

You will be automatically charged for any amount due.

Subscription	Description	Interval	Quantity	Amount(\$)
Google Workspace Business Plus	Usage	Mar 1 - Mar 20	7	81.29
Google Workspace Business Plus - Archived User	Commitment	Mar 1 - Mar 31	3	12.00
Google Workspace Business Plus	Usage	Mar 21 - Mar 31	7	53.65
	Subtotal in USD			\$146.94
	Tax (0%)			\$0.00
	Total in USD			\$146.94

Need help understanding the charges on your invoice? [Click here for detailed explanations](https://support.google.com/a?p=gsuite-bills-and-charges)
<https://support.google.com/a?p=gsuite-bills-and-charges>



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)456-3355
Customer Service: (800)456-3355
Technical Support: (888)649-4090
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

VILLAGE OF LAZY LAKE
TEDRA ALLEN
2250 LAZY LN
LAZY LAKE, FL 33305-1034

SHIP TO/ SERVICE LOCATION:

VILLAGE OF LAZY LAKE
TEDRA ALLEN
12284 W SAMPLE RD
SABLE POINT
CORAL SPRINGS, FL 33065-4228

[PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION](#)
[VIEW YOUR ORDER DETAILS ONLINE](#)

Invoice No: 10740258930	Customer No: 530030672667	Order No: SEE BELOW	Page 1 of 1
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Payment Terms:	Credit/Deb.Card	Shipped Via:	Software Download
Invoice Date:	04/01/2024	Sales Rep:	No Sales Credit
Next Billing Date:	05/01/2024	Bill Plan	BP1-868748

Orig Order # / Item #	Subscription ID	Description & Charge Details	QTY	Unit	Unit Price	Proration	Amount
607316930 / AB978568	1074692	CSP NCE Subscription - 1 YR Commit, Monthly Bill - Microsoft 365 Business Premium Coverage: 03/27/2024 - 04/26/2024	1	EA	23.40	MONTHLY 1.00	23.40

Starting from March 18, 2024, Dell Order Number digits will have a new format of "10000xxxxx", which means they will be extended to 10 digits. Please be aware of this change and adjust accordingly.

Renewals or changes to a subscription are calculated on the next billing date. If there are no outstanding charges, no invoice is created.

IF BALANCE DUE IS NOT PAID WITHIN TIME PERIOD NOTED ON INVOICE YOU MAY BE SUBJECT TO A LATE PENALTY CHARGE AS ALLOWED UNDER THE TERMS OF SALE. KEEP ORIGINAL BOX FOR ALL RETURNS. REMIT ALL PAYMENTS TO YOUR CONTRACTS ASSIGNED ENTITY DELL MARKETING L.P.

		USD
Sub-Total:	\$	23.40
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$	0.00	Tax:
Non-Taxable:	\$	0.00
\$	23.40	
Invoice Total:	\$	23.40
Credit/Deb.Card	\$	23.40
Balance Due:	\$	0.00

RESOLUTION NO. 2024-01

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, APPROVING THE ADOPTION OF AND AUTHORIZING THE MAYOR TO EXECUTE A STATEWIDE MUTUAL AID AGREEMENT FOR INTERJURISDICTIONAL MUTUAL ASSISTANCE IN ACCORDANCE WITH THE STATE EMERGENCY MANAGEMENT ACT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the State of Florida is requesting that each local government execute the Statewide Mutual Aid Agreement which provides for the request, provision, and receipt of interjurisdictional mutual assistance (equipment, services and facilities) among political subdivision within the State in accordance with the State Emergency Management Act (Chapter 252, Florida Statutes); and

WHEREAS, by participating in the Statewide Mutual Aid Agreement the parties will maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster; and

WHEREAS, Village of Lazy Lake City Council finds that it is in the best interests of its citizens to enter into the Agreement.

NOW, THEREFOR, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and incorporated herein.

Section 2. The Village Council hereby authorizes the Mayor to execute the Statewide Mutual Aid Agreement with the State of Florida which provides for the request, provision, and receipt of interjurisdictional mutual assistance among political subdivision within the State, said Agreement is attached hereto as **Exhibit A**, and incorporated by reference.

Section 3. Should any section, paragraph, sentence, clause, phrase, or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 4. This Resolution shall become effective immediately after passage by the Village Council and signature of the Mayor.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL this ____ day of _____, 2024.

<u>Council Member</u>	<u>Voice Vote</u>	<u>Absent</u>
Ray Nyhuis	Yea ___ Nay ___	___
Jeff Grenell	Yea ___ Nay ___	___
Mark DiPaolo	Yea ___ Nay ___	___
Warren Nadeau	Yea ___ Nay ___	___
William Daugherty	Yea ___ Nay ___	___

SIGNED BY THE MAYOR this _____ day of _____, 2024.

Mayor Carlton Kirby

ATTEST:

APPROVED AS TO FORM:

Tedra Allen
Village Administrative Assistant

Pamala H. Ryan
Village Attorney



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 site](#)¹.

- 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

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

ARTICLE VI: RENDITION OF ASSISTANCE

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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

ARTICLE VII: REIMBURSEMENT

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

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

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

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



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



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: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



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 _____
UNIVERISTY,
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: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT Encompassed Entities

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

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

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