



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

NOVEMBER 27, 2023

AT 5:30 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald

Vice Mayor Becky Bruner

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael J. Mortell

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

CONSENT CALENDAR

1. APPROVAL OF 11/13/2023 CCM MINUTES (RC)
2. LAW ENFORCEMENT ISO CLAIM SEARCH ACCESS MOU (RC):

RESOLUTION No. 113-2023; A RESOLUTION TO APPROVE THE LAW ENFORCEMENT ISO CLAIM SEARCH ACCESS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STUART POLICE DEPARTMENT AND THE NATIONAL INSURANCE CRIME BUREAU (NICB); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
3. CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) AGREEMENT WITH MARTIN COUNTY SHERIFFS OFFICE (RC):

RESOLUTION No. 114-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) AGREEMENT BETWEEN STUART POLICE DEPARTMENT PD AND MARTIN COUNTY SHERIFFS OFFICE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
4. STATEWIDE MUTUAL AID AGREEMENT/DEPARTMENT OF EMERGENCY MANAGEMENT - 2023 (RC):

RESOLUTION No. 116-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A STATEWIDE MUTUAL AID AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT ESTABLISHING PROTOCOLS IN EMERGENCY SITUATIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
5. BUDGET AMENDMENT #3 FOR POLICE IMPACT FEES- RELOCATION IMPOUND LOT AND NEW STORAGE BUILDING (RC):

RESOLUTION No. 117-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 3 TO THE 2023-2024 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF POLICE IMPACT FEES FOR THE RELOCATION OF THE POLICE IMPOUND LOT AND A NEW STORAGE BUILDING FOR STORING ASSETS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

6. INTERLOCAL AGREEMENT FOR THE RIVERSIDE PARK NEIGHBORHOOD IMPROVEMENTS (RC):

RESOLUTION No. 118-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY FOR THE RIVERSIDE PARK NEIGHBORHOOD IMPROVEMENTS PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. AUTHORIZING S.A.F.E. PROGRAM GRANT APPLICATION/EXECUTION OF AGREEMENT IF AWARDED (RC):

RESOLUTION No. 119-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR A FLORIDA DEPARTMENT OF LAW ENFORCEMENT S.A.F.E. PROGRAM GRANT TO CONDUCT INVESTIGATIONS AND RELATED ACTIONS INTENDED TO COMBAT ILLEGAL FENTANYL ACTIVITY; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE SECOND READING

ORDINANCE FIRST READING

8. APPLICANT REQUESTED A CONTINUANCE TO A DATE CERTAIN OF 01/08/2024 CCM:
101 S. COLORADO RESTAURANT - REZONE TO URBAN PLANNED UNIT DEVELOPMENT & SITE PLAN APPROVAL (RC):

ORDINANCE No. 2524-2023; REQUESTING APPROVAL OF AN URBAN PLANNED UNIT DEVELOPMENT TO PROVIDE RELIEF FROM VARIOUS PARKING REQUIREMENTS WITH CONCURRENT SITE PLAN APPROVAL TO CONSTRUCT A 150-SEAT WATERFRONT RESTAURANT WITHIN THE URBAN CODE DISTRICT.

DISCUSSION AND DELIBERATION

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

INVOCATION: Any invocation that may be offered at the opening of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/27/2023

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 11/13/2023 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Item.

ATTACHMENTS:

1. 11/13/2023 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
NOVEMBER 13, 2023
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald
Vice Mayor Becky Bruner
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

PRESENT: Mayor McDonald, Vice Mayor Bruner, Commissioner Clarke, Commissioner Collins, Commissioner Rich

INVOCATION

Pastor Stanley Allen from Redeemer Lutheran Church and School said the Invocation.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - LORETTA RUSSELL, SINGING "AMERICA THE BEAUTIFUL"

Loretta Russell sang America the Beautiful.

PROCLAMATIONS

2. HOSPICE AND PALLIATIVE CARE MONTH (NOVEMBER 2023)

Removed Proclamation not presented at this meeting.

3. 23rd ANNUAL BIBLE READING MARATHON (NOVEMBER 11-15, 2023)

Ms. Donna Hilton and Dr. Julie Bjornson accepted the Proclamation and gave the history of the Bible Marathon, stated that she and her husband started the Bible Reading 23 years ago; many people come from all over to read 24 hours a day until the entire Bible is read, commented that the train coming through town will be a blessing for the City. Bjornson read about the current state of the world.

*** 4:23 PM Power outage, meeting paused. ***
*** 4:27 PM Meeting reconvened. ***

4. VETERANS DAY (NOVEMBER 11, 2023)

Paul Nicoletti proudly accepted the Proclamation and commented on behalf of all the veterans that live in our area, thanked the Commission and stated that approximately 10% of the City's workforce has military experience.

5. NURSE PRACTITIONER WEEK (NOVEMBER 12-18, 2023)

Terri Pinder, Nurse Practitioner Council of the Treasure Coast's Immediate Past President received the Proclamation and stated their theme this year is "Nurse Practitioners are Heroes in Healthcare." Reported statistics on Nurse Practitioners and thanked the City for the recognition.

6. APPRENTICESHIP WEEK (NOVEMBER 13-19, 2023)

Brian Bauer, CEO and Colleen Gill, Apprenticeship Navigator of Career Source Research Coast, accepted the Proclamation, explained their program and thanked the Commission.

PRESENTATIONS

7. SERVICE AWARDS - NOVEMBER 2023

Joshua Hoffner	Residential Collection Team	20 Years	Present
Jeffrey Coleman	Commercial Collection	15 Years	Not Present
Andrea High	Turf/Grounds Team	15 Years	Present
James Lane	Utilities & Engineering	10 Years	Present
Christina Weinman	Police-Records Technician	5 Years	Not Present

8. SUPPORT OF VETERANS IN THE WORKPLACE

4:42 PM

Roz Johnson Strong, Human Resources Director, presented a brief presentation, stating there are 32 employees of the City that are military veterans, reviewed the City's commitment to hire veterans, noted the City's policy, and the HR involvement to establish and maintain relationships in the community with employee veterans when possible. Reviewed the City's partnerships and employee volunteerism. Ms. Strong introduced the employee veterans who came forward to accept a certificate and Stuart pin. A group photo was taken.

9. RECYCLING SYSTEM OVERVIEW

Anne Ellig Hawkins, Utilities and Engineering Program Manager, presented a power point on the recycling program with videos of the process from collection, transportation, separation, and bailing to be sold for a new market. Last year, the City recycled approximately 500 lbs. per household each year. Discussions among the Commission included recycling questions.

10. LOSOM UPDATE

Ben Hogarth, Community Affairs Liaison, provided a LOSOM update to the Commission, stating that Lake Okeechobee is currently just under 16 ft and a LOSOM call is coming up.

COMMENTS BY CITY COMMISSIONERS

Commissioner Rich

- Commented that he participated in the Veterans Day Parade and is happy to see the City participate in recognizing our Veterans.

Commissioner Clarke

- Thanked Ben for volunteering at the Stuart Air Show and commented that her son is a pilot. Noted the Air Show sponsor signs posted and felt that the City's official seal should be used in place of the outlined sailfish logo.
- Inquired on Fire Station #3, building progress.
- Thanked Ms. Hilton for coming and accepting the Proclamation for the Bible Marathon.
- Commented that it was good to see the Everglades Giving Day on today's agenda.
- Requested to Pull Items #12 and #14 and asked City Manager Mortell to give the public an overview.

Vice Mayor Bruner

- Commented on the parades and that it is a great City, and an all American City.

Mayor McDonald

- Commented on the Air Show being a success as well as the Veteran's Day parade.
- Commented on being excited about the new Station #3 construction and can't wait for the ribbon cutting.

COMMENTS BY CITY MANAGER

City Manager Michael Mortell

- Commented on Station #3 and it moving forward and on schedule.
- Commented about weekend events, Air Show, Veteran's Day Parade and the Chrysanthemum Ball of Cleveland Hospital, the town was quite busy and because of them, it helped with tourism and it was nice to see everyone.
- Stated that there is only one meeting in December and it is our reorganization meeting.

Mayor McDonald commented on constituents and the staff. Thanked Jodi Nentwick, Director of Development for responding to a request so quickly.

Commissioner Rich commented that the City needs a flag that represents the City.

Commissioner Collins agreed, stating it would bring community pride and differentiate the City from Martin County.

APPROVAL OF AGENDA

5:36 PM MOTION: Approve
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

1. Ben Hogarth - Federal Hwy; Commented on the City's support of the Stuart Air Show.
2. Robin Cartwright - Hibiscus Avenue; Thanked the Commission for pulling Item 12; emailed the Commission today about the item and questioned the use of tax dollars. Asked a series of questions to the Commission.
3. Candace Callahan - Stuart Main Street Director; Thanked the Commission for participation in this year's Hobgoblins Event, announced upcoming events such as the Christmas Tree Lighting on November 24th, thanked the Visiting Nurses Association for the donation of the downtown tree, Small Business Saturday on November 25th, and that Main Street is partnering with Stuart Heritage Museum for their open house on December 1st and also partnering with Stuart Police Department for the annual Holiday Night Out on December 6th. Announced that on November 16th there will be Mornings on Main Street at Harbor Chase.

CONSENT CALENDAR

11. APPROVAL OF 10/23/2023 CCM MINUTES (RC)

*****PULLED ITEM 12*****

12. AUTHORIZING TO HIRE CONSULTANT FOR PLANNING/DESIGN OF FUTURE TRAIN STATION (RC):

RESOLUTION No. 97-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE CITY TO FILE A JOINT RESPONSE TO THE REQUEST FOR PROPOSAL PUBLISHED BY BRIGHTLINE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. ILA WITH PALM BEACH COUNTY 800MHZ RADIO SERVICE PUBLIC SAFETY TALK GROUPS (RC):

RESOLUTION No. 110-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE 800MHZ POLICE RADIO SYSTEM FOR ESTABLISHING TALK GROUPS WITHIN THE SYSTEM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

***** PULLED ITEM #14*****

14. FY 2024 CAPITAL IMPROVEMENT (RC):

RESOLUTION No. 115-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE 2024 CAPITAL IMPROVEMENT PROJECTS FOR 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

5:44 PM MOTION: Approve, pulling Items 12 and 14.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

12. AUTHORIZING TO HIRE CONSULTANT FOR PLANNING/DESIGN OF FUTURE TRAIN STATION (RC): RESOLUTION NO. 97-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE CITY TO FILE A JOINT RESPONSE TO THE REQUEST FOR PROPOSAL PUBLISHED BY BRIGHTLINE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Manager Mortell commented on the plans and provided a brief history update pertaining to the Resolution and provided options for completing and submitting an application. A parking garage component will be included, asked the Commission for approval for the Community Redevelopment Agency (CRA) to pursue and move forward with the application. This agenda item authorizes staff to work with Treasure Coast Regional Planning Council (TCRPC) for the intention of applying.

Commissioner Clarke commented that she did not see any conflict.

Commissioner Rich commented that he had met with Doctor Kim Delany and she reviewed this item. By hiring the Treasure Coast Regional Planning Council (TCRPC), we are taking advantage of work that they have already done, and feels it makes sense to work with them.

Commissioner Clarke made a motion to approve.

Commissioner Collins questioned the funding source and asked if the TCRPC were planning to bill the City. City Manager Mortell responded that he is not expecting a bill, but funding may be needed in the future. Various representatives support the train in Stuart and the agenda item is not for funding, but expects the money designated by the County and the TCRPC is going to be sufficient to cover expenses.

PUBLIC COMMENT:

1. Donna Heaton - Orange Park; Commented that it would bring unity for the County and City to have an agreement.

6:01 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

Motion approved unanimously.

14. FY 2024 CAPITAL IMPROVEMENT (RC): RESOLUTION NO. 115-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE 2024 CAPITAL IMPROVEMENT PROJECTS FOR 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell briefly provided the background on the City Improvement Projects (CIP) listing.

6:11 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

COMMISSION ACTION

- 15. AUTHORIZATION TO ENTER INTO AGREEMENT WITH THE EVERGLADES LAW CENTER, INC. (RC)**

RESOLUTION No. 111-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN ATTORNEY CLIENT AGREEMENT WITH THE EVERGLADES LAW CENTER, INC. FOR REPRESENTATION OF THE CITY OF STUART, FLORIDA BY FILING AN AMICI CURIAE BRIEF IN THE 11TH CIRCUIT COURT OF APPEALS IN SUPPORT OF THE UNITED STATES ARMY CORPS OF ENGINEERS AND THE EVERGLADES RESTORATION AND EVERGLADES AGRICULTURAL AREA A-2 RESERVOIR AND STORMWATER TREATMENT AREA PROJECT; AUTHORIZATION TO MAKE A MONETARY DONATION TO THE EVERGLADES LAW CENTER, LLC; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Attorney Bagget briefly updated the Commission on the Resolution, stated they are identifying the City as being a client. The Commission voted to tender a donation of \$10,000 to the Everglades Law Center. Today we are memorializing this agreement and ask the City Manager to execute the agreement on behalf of the City Commission.

6:14 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

6:14 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 27th day of November, 2023.**

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/27/2023

Prepared by: Joe Tumminelli

Title of Item:

LAW ENFORCEMENT ISO CLAIM SEARCH ACCESS MOU (RC):

RESOLUTION No. 113-2023; A RESOLUTION TO APPROVE THE LAW ENFORCEMENT ISO CLAIM SEARCH ACCESS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STUART POLICE DEPARTMENT AND THE NATIONAL INSURANCE CRIME BUREAU (NICB); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Approved for Investigations assistance by NICB.

Funding Source:

None

Recommended Action:

Approve Resolution No. 113-2023.

ATTACHMENTS:

1. R113-2023 Law Enforcement ISO ClaimSearch Access Memorandum of Understanding- Stuart FL
2. R113-2023 Law Enforcement ISO ClaimSearch Access Memorandum of Understanding- Stuart FL



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 113-2023

A RESOLUTION TO APPROVE THE LAW ENFORCEMENT ISO CLAIM SEARCH ACCESS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STUART POLICE DEPARTMENT AND THE NATIONAL INSURANCE CRIME BUREAU (NICB); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

WHEREAS the City of Stuart recognizes the importance of combating insurance-related crime and fraud for the benefit of its residents and the community at large.

WHEREAS the National Insurance Crime Bureau (NICB) is an Illinois not-for-profit corporation dedicated to fighting insurance-related crime and fraud and seeks to collaborate with law enforcement agencies.

WHEREAS, Verisk Analytics Inc. ("Verisk") owns ISO Claim Search, and NICB contracts with Verisk to provide law enforcement agencies access to ISO Claim Search under certain conditions.

WHEREAS the City of Stuart is a law enforcement agency committed to its mission of protecting and serving the people of its jurisdiction.

WHEREAS NICB and the City of Stuart wish to establish a partnership to exchange information and data to enhance the detection and prevention of insurance-related crime and fraud.

Resolution 113-2023

Law Enforcement ISO Claim Search access MOU between the City of Stuart Police Department and the National Insurance Crime Bureau (NICB)

SECTION 1: The City of Stuart hereby approves the Law Enforcement ISO Claim Search Access Memorandum of Understanding (MOU) between the National Insurance Crime Bureau (NICB) and the City of Stuart.

SECTION 2: The City Manager is authorized to execute the MOU on behalf of the City of Stuart.

SECTION 3: The City of Stuart acknowledges the importance of this partnership in the fight against insurance-related crime and fraud and commits to actively participating in the information exchange as outlined in the MOU.

SECTION 4: The City of Stuart affirms its dedication to the mission of protecting and serving the community and supporting efforts to prevent insurance-related crime and fraud.

SECTION 5: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE BAGGETT
CITY ATTORNEY

LAW ENFORCEMENT ISO CLAIMSEARCH ACCESS MEMORANDUM OF UNDERSTANDING

This Law Enforcement ISO ClaimSearch Access Memorandum of Understanding (“MOU”) is made and entered into by and between the National Insurance Crime Bureau (“NICB”), an Illinois not-for-profit corporation located at 1111 E. Touhy Avenue, Suite 400, Des Plaines, Illinois 60018 and the law enforcement agency identified on the signature page hereto (“Agency”) (“NICB” and, together with “Agency,” hereafter referred to from time to time individually as “Party” or collectively as “the Parties”) and is effective as of the date of the last signature to this Agreement (“Effective Date”).

RECITALS

WHEREAS, NICB is an Illinois not-for-profit corporation dedicated to fighting insurance-related crime and fraud, and gathering and disseminating information related to insurance crime and fraud for the benefit of NICB member companies, law enforcement, regulatory authorities and the general public; and

WHEREAS, Verisk Analytics Inc. (“Verisk”) owns ISO ClaimSearch, and NICB contracts with Verisk in order to credential and provide law enforcement agencies and their personnel access to ISO ClaimSearch on the condition that NICB pass through certain terms to the law enforcement agency;

WHEREAS, Agency is a law enforcement agency whose mission is to protect and serve the people of the applicable jurisdiction; and

WHEREAS, NICB and Agency desire to work together to exchange information and data that will allow both Parties to more easily detect and prevent insurance-related crime and fraud;

NOW THEREFORE, in consideration of the promises and obligations contained in this MOU, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Access. Subject to the terms of this MOU, during the Term, NICB hereby grants to Agency a non-exclusive, non-transferable, non-assignable, limited, revocable right to allow employees with access credentials within their organization the right to access and use the ISO ClaimSearch for: (1) investigating or prosecuting crime, including but not limited to insurance-related crime and fraud; and (2) investigating or prosecuting individuals relevant to homeland security activity. (collectively the “Purpose”).
2. Access Credentials. In order to access the ISO ClaimSearch, Agency must appoint an administrator (“Administrator”) to receive access credentials to the ISO ClaimSearch. The Administrator, in turn, may designate individuals employed by Agency (“Designees”) to receive access credentials to ISO ClaimSearch.
3. Confidentiality.
 - A. All non-public information and data contained within ISO ClaimSearch pursuant to this Agreement shall be considered as confidential information

("Confidential Information"). Confidential Information shall be held in the strictest confidence and shall not be released, disseminated, used, accessed, copied, shared, transferred, or disclosed by Agency, except as strictly necessary for the Purpose.

- B. Confidential Information shall not include any information, however designated or marked, that: (i) is publicly available, or subsequently becomes publicly available, after the time it was communicated to the recipient through no breach of this MOU by the recipient; (ii) was in the recipient's possession free of any obligation of confidence prior to being communicated to the recipient by the disclosing party, or is in the recipient's possession free of any obligation of confidence subsequent to the time it was communicated to the recipient by the disclosing party; (iii) is independently developed by employees or agents, without use of the data contained in the ISO ClaimSearch, of the recipient and can be so proven by recipient; or (iv) is obtained by the receiving party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
 - C. It shall not be a violation of Section 3 of this MOU for Agency to disclose Confidential Information as required by standard legal procedure in order to prosecute crime. Further, disclosure is permitted in response to a lawful subpoena or other legal process served upon Agency or where applicable law requires the disclosure of Confidential Information, provided that: (i) if not prohibited under applicable law, Agency, prior to disclosing such information, gives reasonable written notice to NICB sufficient to permit NICB to seek a protective order if it so chooses; and (ii) in all cases, Agency discloses only that information that is legally required to be disclosed. For clarity, any of the Confidential Information Agency discloses pursuant to this Section 3. c. shall remain subject to the confidentiality requirements under this MOU for all other purposes.
4. Agency Obligations. In exchange for access to ISO ClaimSearch, the Agency agrees to comply with the following obligations:
- A. Administrator. Agency shall appoint an Administrator who shall be identified to NICB and shall be responsible for adding or removing Designees, as appropriate, as well as maintaining a list of active Designees. No Designee may be granted access to ISO ClaimSearch without Administrator approval. The Administrator shall be the Agency contact responsible for fulfilling Agency obligations required under this MOU.
 - B. Designees. Designees shall be restricted to active Agency employees who: (1) are in good standing and not under suspension for any criminal or civil violation, or under active criminal investigation or indictment ("Good Standing"); and (2) have a need to know the Confidential Information for the Purpose.

- C. Vetting. Agency shall have in place a vetting process to ensure minimum standards for each Designee to qualify for access to ISO ClaimSearch are met, including the following determinations for each Designee:
- i. the Designee's need for access;
 - ii. which level of access is required for the Designee and for what purpose;
 - iii. ensuring Designee's access conforms to this Agreement;
 - iv. ensuring Designee's access is based on the Designee's need to know in order to carry out the Purpose; and
 - v. documenting the above determinations.
- D. Responsibility. The Administrator shall be responsible for, and shall supervise and control, all Designee access to ISO ClaimSearch. The Administrator shall implement an internal process whereby Designee usage is documented and monitored to ensure that that Designee usage conforms with the Purpose and this MOU. Agency shall immediately notify NICB of any access or usage of ISO ClaimSearch that does not comply with this Agreement and shall prohibit Designee from any further access or usage of ISO ClaimSearch until future access is expressly approved, in writing, by NICB.
- E. Training. Agency shall ensure that Designees complete all training and certifications required in order to gain access; and all periodic training either assigned by NICB, the ISO ClaimSearch platform, or otherwise in order to maintain access.
- F. Termination of Access. Agency shall immediately terminate Designee's access to ISO ClaimSearch:
- i. when Designee's is no longer employed by Agency;
 - ii. when Designee no longer has a legitimate Purpose to have access to ISO ClaimSearch; or
 - iii. if a Designee is no longer in Good Standing.
- G. Privacy and Security Policies. Agency will, at all times, ensure that access and use of ISO ClaimSearch complies with the NICB Privacy and Security Policy, and the ISO Privacy and Security Policies, including any updates and amendments that may be issued from time to time.
- H. Controls for the Protection of Confidential Information. Agency shall maintain during the term of this MOU, and at all times thereafter in which Agency maintains Confidential Information in its possession or control, an information security program that provides for the administrative, technical, and physical safeguards designed to adequately protect the security and confidentiality of Confidential Information in Agency's possession or control in accordance with

applicable federal, state and local laws, rules, and regulations. At a minimum, Agency's safeguards for the protection of Confidential Information shall include:

- i. limiting access of Confidential Information to authorized employees;
 - ii. maintaining an adequate network firewall;
 - iii. securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including but not limited to devices with information storage capability;
 - iv. implementing secure storage and disposal of Confidential Information;
 - v. implementing authentication, and access controls within operating systems and equipment; and
 - vi. implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law and providing appropriate privacy and information security training to Agency employees.
5. Audits. NICB may issue a security assessment questionnaire and conduct independent onsite security assessments of Agency related to Agency's compliance this Agreement. For any onsite inspection, NICB will provide at least 30 days prior written notice. Such assessments shall not occur more than once per calendar year, at a time that minimizes operational interruptions to Agency. Agency's failure to adequately respond in a timely manner to a security assessment questionnaire, timely submit to an onsite inspection, or timely or adequately, in NICB's sole determination, remedy any compliance or security concern raised by NICB, may result in immediate suspension of Agency's ISO ClaimSearch access pursuant to Section 10 of the MOU.
6. Security Breach.
 - A. Notification. Agency shall promptly, but in no case later than 48 hours, notify NICB of any confirmed or based on a good faith determination by NICB or Agency there is a significant risk to Confidential Information unauthorized or improper access to or use or disclosure of Confidential Information while in the possession or control of Agency, its Administrator or its Designees ("Security Breach").
 - B. Mitigation and Cooperation. Agency shall promptly implement steps to remediate and mitigate the effects of any Security Breach. Agency shall cooperate with reasonable requests for information from NICB or its representatives regarding the Security Breach. To the extent possible, Agency shall promptly provide a written description of the number of individuals' data involved, the location (i.e., State) of the individuals, the amount of data involved, the type of data involved and any other relevant information

reasonably requested by NICB or as otherwise required to be provided by applicable law.

7. Representations and Warranties. Agency represents and warrants the following:

- A. Agency is a professional, reputable, and trustworthy organization that serves the public.
- B. Agency is not under suspension for any criminal or civil violation; or under active criminal investigation or indictment.
- C. Agency will not provide access to any Designee who is not in Good Standing.
- D. Agency, its Administrator, and its Designees have a justifiable reason for requiring access to ISO ClaimSearch that is consistent with the Purpose.
- E. Agency either (a) has an established working relationship with NICB, or (b) will take steps in order to establish a new relationship with NICB.
- F. Agency agrees to comply with all applicable federal, state, and local data privacy and security laws, rules and regulations, and applicable industry standards related to or concerning the protection of data.

8. Indemnity. No provision of this Agreement shall be construed to make either party responsible for any liabilities of the other, without limitation. Furthermore, nothing in this Agreement shall be construed as the Agency waiving its sovereign immunity under Florida Statutes § 768.28. Any provision to the contrary shall be considered void and unenforceable by any party.

9. Disclaimer of Warranties. Limited Use; No Reliance. Information contained within ISO ClaimSearch is provided “AS IS, WHERE IS” and intended to be used as investigative leads only, in support of investigations of criminal activity in accordance with the Purpose. Agency should not make prosecution decisions based solely upon information contained in ISO ClaimSearch. NICB HEREBY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE INFORMATION CONTAINED WITHIN ISO CLAIMSEARCH.

10. Term and Termination.

- A. Term. This MOU shall commence as of the Effective Date and will remain in effect until either Party terminates this MOU by providing 30 days’ written notice to the other party of the termination whereupon the MOU will terminate at the end of the 30-day notice period.
- B. Immediate Termination. NICB may immediately terminate this MOU if the Agency materially breaches its obligations under this MOU.

11. Survival. Upon termination of this MOU, the provisions of this MOU concerning the ongoing interests of the parties shall continue and survive in full force and effect.

12. Assignment. Neither Party may assign or transfer any rights or obligations under this MOU without the prior written consent of the other Party. Any attempt to transfer all or part of either Party's rights or obligations without such consent is null and void and of no effect.
13. Notices. All notices between the parties will be in writing and will be delivered as follows, with notice deemed given as indicated (a) by personal delivery, when delivered personally; or (b) by overnight courier, upon the courier's confirmation of delivery. In either case, a copy shall be sent via email. Notices to the Agency will be sent to the email and address provided by Agency at the time of application for credentialing. Notices to NICB will be sent to the addresses, including e-mail addresses, set forth as follows, or such other address as is provided by notice as set forth herein:
- National Insurance Crime Bureau
1111 E. Touhy Avenue, Suite 400
Des Plaines, Illinois 60018
Attn: General Counsel
Email: pmartin@nicb.org; rcooper@nicb.org
14. Severability. Any term or provision of this MOU held to be illegal or unenforceable will, if possible, be interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof will not be affected.
15. No Waiver. The waiver of, or failure to enforce, any breach or default hereunder will not constitute the waiver of any other or subsequent breach or default.
16. No Joint Venture. The relationship of the parties hereunder will be that of two independent contracting parties, and nothing herein will be deemed to create a joint venture, partnership, agency or employer/employee relationship. In no event will either party be permitted to make any MOU, or represent that it is authorized to make any MOU, on behalf of the other party, without the prior written consent of such other party.
17. Entire Agreement. This MOU sets forth the entire agreement between the parties related to the subject matter herein, and supersedes any and all prior agreements, proposals, understandings, discussions, MOUs, and representations between them, whether written or oral. This MOU may be changed only by mutual MOU of the parties in writing. This MOU may be executed in counter-parts with electronic signatures to be deemed valid and binding.

[Signatures immediately to follow on page 7 of 7]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

National Insurance Crime Bureau

Agency: _____

ORI or ORIs to which this MOU applies:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed: _____

Name: _____

Title: _____

Email: _____

Date: _____

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/27/2023

Prepared by: Joseph Tumminelli

Title of Item:

CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) AGREEMENT WITH MARTIN COUNTY SHERIFFS OFFICE (RC):

RESOLUTION No. 114-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) AGREEMENT BETWEEN STUART POLICE DEPARTMENT PD AND MARTIN COUNTY SHERIFFS OFFICE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

An agreement on CJIS information sharing between MCSO and Stuart police via tyler technologies.

Funding Source:

N/A

Recommended Action:

Approve Resolution.

ATTACHMENTS:

1. R114-2023 CJIS agreement between SPD and MCSO
2. R114-2023 CJIS agreement between SPD and MCSO Agreement



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 114-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) AGREEMENT BETWEEN STUART POLICE DEPARTMENT PD AND MARTIN COUNTY SHERIFFS OFFICE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart recognizes the SHERIFF and SPD as FBI and FDLE-acknowledged criminal justice agencies; and

WHEREAS, per Florida Statutes §163.01(2) and §163.01(14), the SHERIFF and SPD are authorized to establish an information exchange agreement.

WHEREAS the SHERIFF currently accesses Criminal Justice Information (CJI) through FDLE connectivity, including CJNET, NCIC, FCIC;

WHEREAS, the SHERIFF utilizes acquired Criminal Justice Information Systems and advanced law enforcement software for 24/7 administration;

WHEREAS, the SHERIFF retains management control over CJI and Personally Identifiable Information (PII);

WHEREAS, SPD finds it advantageous to enter into an agreement with the SHERIFF for criminal justice software access and services, including continued FCIC and NCIC access.

Resolution 114-2023 Criminal Justice Information System (CJIS) agreement
between Stuart Police Department and Martin County Sheriff's Office

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA THAT:**

SECTION 1: The City Commission of the City of Stuart, Florida authorizes the parameters under which this agreement is effective from October 1, 2023, until either party decides to terminate it under the specified provisions. If there is a change in the Agency Head, a new agreement is required. The agreement involves the exchange of Criminal Justice (CJIS) Information between the Sheriff's Department (SHERIFF) and the Stuart Police Department (SPD). SPD is obligated to reciprocally share CJIS information obtained through Tyler Technologies, including CAD and RMS data. Both parties agree to cooperate to ensure the smooth implementation of the agreement.

SECTION 2: The City Commission authorizes the Mayor, City Clerk, the Chief of Police and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Resolution 114-2023 Criminal Justice Information System (CJIS) agreement
between Stuart Police Department and Martin County Sheriff's Office

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll
call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE BAGGETT
CITY ATTORNEY

34771

MEMORANDUM



TO: WILLIAM D. SNYDER, SHERIFF
VIA CHAIN OF COMMAND

FROM: PETER D. CROFT, MAJOR
ADMINISTRATIVE OPERATIONS DIVISION

DATE: TUESDAY, NOVEMBER 7, 2023

RE: **STUART POLICE DEPARTMENT AGREEMENT FOR CRIMINAL JUSTICE
INFORMATION EXCHANGE, SERVICES, AND SUPPORT WITH MARTIN
COUNTY SHERIFF'S OFFICE**

Based on a review of the attached Contract, and the related value and/or necessity of the agreement, the following recommendation is offered for consideration:

Purpose/Background: MOU _____ Contract _____ Interlocal X _____
Attached is an agreement between SPD and MCSO which allows SPD access to the CJIS
Systems that are available on MCSOs network. This will provide SPD with network access
And security services that are necessary to the CJI systems and resources of SPD

Status: New X _____ Renewal _____ Modification _____

If a renewal, indicate any section(s) or paragraph(s) that have been revised.

Monitoring and Compliance:

Section, Unit and Position responsible for the agreement:
Department of Administration/Major Croft

Recommendation/Instructions:

Approve as presented.

PDC/am

Route:

Approved Disapproved

John M. Budensiek, Chief
Deputy

(Signature)

11/9/23
(Date)

☒

☐

Bernard R. Romero, Chief
Legal Advisor

(Signature)

11/9/23
(Date)

☒

☐

William D. Snyder, Sheriff

(Signature)

11/13/23
(Date)

☒

☐

**Interagency Agreement Between the Stuart Police Department
And the Martin County Sheriff's Office's Office for
Criminal Justice Information Exchange, Services, and Support**

THIS AGREEMENT is made and entered by and between William D. Snyder, Martin County Sheriff's Office, hereinafter referred to as the "SHERIFF," a constitutional officer and a charter officer of the political subdivision of Martin County, Florida, whose address is 800 Monterey Road, Stuart Florida 34994, and the Stuart Police Department, hereinafter referred to as "SPD," whose address is, 830 Martin Luther King Blvd, Stuart Florida 34994.

WITNESSETH

WHEREAS, the SHERIFF and SPD are criminal justice agencies formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, in accordance with §163.01(2) and §163.01(14), Florida Statutes the SHERIFF and SPD are authorized to enter into an information exchange agreement for the provisions of data exchange and services; and

WHEREAS the SHERIFF presently has access to the Florida Criminal Justice Network (CJNET), National Crime Information Center (NCIC), the Florida Crime Information Center (FCIC), and the Interstate Identification Index (III) all hereafter referred to as Criminal Justice Information (CJI) via network connectivity to the FDLE; and

WHEREAS, the SHERIFF has purchased Criminal Justice Information Systems for use while performing the administration of criminal justice; and

WHEREAS, the SHERIFF has developed sophisticated law enforcement software which is presently utilized for the administration of criminal justice and is supported and maintained exclusively by the Sheriff's Office, twenty-four hours per day; and

WHEREAS, the SHERIFF retains management control of all information services systems and sources, including but not limited to, sources of CJI and Personally Identifiable Information (PII); and

WHEREAS, the residents of the City of Stuart pay ad valorem taxes which provide funding for the sheriff; and

WHEREAS, SPD has determined that it is advantageous to enter into an agreement with the SHERIFF for the provision of criminal justice computer software access and services, including continued access to FCIC and NCIC for the administration of criminal justice.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein the parties agree as follows:

1. Agreement Term

The term of this agreement shall be from October 1, 2023, until such time as either party desires to end the Agreement in accordance with the termination provisions set forth in this agreement, the dates of signature of the parties notwithstanding. In the event of an Agency Head change at either party, a new agreement must be entered.

2. Purpose

CJI will be provided to the SPD by the SHERIFF. Additionally, SPD will be reciprocally responsible for sharing CJI information with the Sheriff. The CJI information to be provided and shared between the Sheriff and SPD will be limited to information obtained through Tyler Technologies data. This also includes CAD information and RMS information. Similarly, CJI in the possession of SPD obtained through Tyler Technologies data will be shared by SPD with the Sheriff.

3. Cooperation

It is agreed that both parties shall provide all reasonable and necessary cooperation and assistance to facilitate the terms of this agreement.

4. Basic Services

A. The SHERIFF agrees to:

- a. Provide access to CJI systems software, services, and resources available on the SHERIFF's network to SPD, specifically access to data contained within the SHERIFF's Records Management System (RMS) through Caliber via CJNET. All CJI access shall be provided in accordance with current FBI CJIS Security Policy, FDLE Criminal Justice User Agreement and CJIS System Requirements.
- b. Provide network access and network security services (encrypted path) necessary to the CJI systems and resources to SPD.
- c. Provide necessary instruction and training to SPD personnel on the CJI systems and resources.
- d. Provide telephone support to the contact personnel of SPD for the CJI systems and resources, if needed.
- e. Make reasonable efforts to ensure delivery of the provision of services set forth herein. Provided, however, that the SHERIFF makes no warranties, representations or guarantees with regards to specific performance levels, data accuracy, data completeness, system integration relative to the CJI software and resources being provided by the SHERIFF pursuant to this agreement. SPD agrees that SHERIFF shall not be held liable for any direct or indirect damages incurred by SPD's use of the CJI systems and resources provided, hereunder, including but not limited to, loss of data or loss of system use.
- f. Perform an annual audit of all user accounts in accordance with SHERIFF's policies and the SPD Interagency Account Enrollment Application.
- g. Maintain and make available policies governing the collection, storage, handling, and dissemination of CJI and PII.

h. Provide SPD access to audit logs for each system SPD personnel access for SPD to conduct weekly audit log reviews as required by the FBI CJIS Security Policy and the FDLE User Agreement.

i. Agrees that any changes to services provided by the SHERIFF's Agency shall be managed by the Criminal Justice Agency. This includes provision of services, changes to existing services, and new services. An evaluation of the risks to the Agency shall be undertaken based on the criticality of the data system and impact of the change.

B. SPD agrees to:

a. Abide by all applicable local, state, and federal laws, rules, and regulations, as well as, the FBI CIIS Security Policy, the FDLE Criminal Justice User Agreement, and CJIS System Requirements, and other rules and regulations of FCIC regarding the use of CJI computer systems and ensure compliance with Florida Public Records laws concerning exempt and confidential data contained within CJI systems and resources provided by the SHERIFF.

b. Abide by all the terms and conditions of the FDLE Criminal Justice User Agreement executed between FDLE and each Criminal Justice Agency, as well as, any amendments or superseding agreements thereto, that are provided by the SHERIFF to SPD.

c. Limit use of provided access to CJI systems and resources to authorized personnel within SPD and only for the administration of criminal justice.

d. Acknowledge by executing this Agreement, that all software maintained and/or created by the SHERIFF is subject to copyright protection and may not be sold or transferred to any other agency without the express written consent of the SHERIFF.

e. Provide adequate computer hardware compatible with the software hardware and network equipment utilized by the SHERIFF.

f. Ensure that all authorized SPD personnel attend training on all applicable software provided by the SHERIFF and utilized by SPD.

g. Maintain all required software licenses required to access the SHERIFF's law enforcement software systems.

h. Adhere to SHERIFF's policies regarding use and dissemination of PII. A copy of said policy is provided separately.

i. Respond promptly to all requirements of the SHERIFF's annual user account audit in accordance with SHERIFF's policy and the SPD's Interagency Account Enrollment Application.

j. Adhere to SHERIFF's policies governing the collection storage, handling, and dissemination of CJI and PII.

I. Agree to monitoring and review of this and all agreements between SHERIFF's and SPD by the SHERIFF, FDLE, and FBI audit staff.

The SHERIFF agrees to provide services as set forth in this Agreement to SPD at no cost.

Pursuant to 768.28(18), Florida Statutes, and to the extent provided for by Florida law, neither the SHERIFF nor SPD waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or ensure the other party for the other party's actions, or to assume any liability for the other party's actions.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

_____/_____
Chief of Police, Joseph Tumminelli Date

 / 11/28/23
Sheriff, William D. Snyder Date

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/27/2023

Prepared by: Joseph Tumminelli

Title of Item:

STATEWIDE MUTUAL AID AGREEMENT/DEPARTMENT OF EMERGENCY MANAGEMENT - 2023
(RC):

RESOLUTION No. 116-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A STATEWIDE MUTUAL AID AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT ESTABLISHING PROTOCOLS IN EMERGENCY SITUATIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Memorandum Of Understanding between the City of Stuart and the Florida department of emergency management. the agreement authorizes that city to assist in the event of an emergency and also allows the city to apply for reimbursement when appropriate.

Funding Source:

N/A

Recommended Action:

Approve Resolution.

ATTACHMENTS:

1. R116-2023 City of Stuart Statewide Mutual Aid Agreement Department of Emergency Management - 2023
2. R116-2023 Document for City of Stuart Statewide Mutual Aid Agreement Department of Emergency Management - 2023



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 116-2023

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA AUTHORIZING A STATEWIDE MUTUAL
AID AGREEMENT BETWEEN THE FLORIDA DEPARTMENT
OF EMERGENCY MANAGEMENT ESTABLISHING
PROTOCOLS IN EMERGENCY SITUATIONS; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the State of Florida is susceptible to a diverse array of emergencies and disasters that have the potential to disrupt essential services and compromise critical infrastructure;

WHEREAS, these emergencies often surpass the response and recovery capabilities of any individual county or local government;

WHEREAS, such incidents may result in unforeseen physical and technical needs that a local government may be unable to address with its existing resources, but which could potentially be fulfilled by other local governments within the State of Florida;

WHEREAS, the Emergency Management Act, chapter 252, Florida Statutes, empowers each local government in the state to develop and enter into mutual aid agreements for reciprocal emergency aid, ensuring timely reimbursement of costs incurred by local governments providing such assistance;

WHEREAS, in accordance with chapter 252.32, Florida Statutes, the Division of Emergency Management facilitates mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities;

WHEREAS, the Division, in accordance with chapter 252, Florida Statutes, is authorized to coordinate and direct emergency management assistance between local governments, concentrating available resources where needed;

NOW, THEREFORE, BE IT RESOLVED by the City of Stuart, Florida, that:

SECTION 1: The city acknowledges receipt of this agreement with the Florida Division of Emergency Management. The execution of this agreement replaces all previous iterations and shall remain active until a new agreement is drafted and requested by The Division.

SECTION 2: The city commits to participating in the statewide mutual aid agreement to enhance emergency response and recovery capabilities.

SECTION 3: The city recognizes the authority of the Division to coordinate and direct emergency management assistance between local governments and agrees to cooperate fully in such efforts.

Resolution 116-2023

City of Stuart Statewide Mutual Aid Agreement/Department of Emergency Management
- 2023

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll

call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE BAGGETT
CITY 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

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



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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

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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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

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

ARTICLE IX: INSURANCE

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

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



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

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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section 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 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

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: _____

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/27/2023

Prepared by: Joseph Tumminelli

Title of Item:

BUDGET AMENDMENT #3 FOR POLICE IMPACT FEES- RELOCATION IMPOUND LOT AND NEW STORAGE BUILDING (RC):

RESOLUTION No. 117-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 3 TO THE 2023-2024 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF POLICE IMPACT FEES FOR THE RELOCATION OF THE POLICE IMPOUND LOT AND A NEW STORAGE BUILDING FOR STORING ASSETS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Resolution for use of Police Impact Fees for the relocation of the Police impound lot and the addition of a steel building for storage of assets

Funding Source:

Police Impact Fees

Recommended Action:

Recommend Approval.

ATTACHMENTS:

1. R117-2023 Budget Amendment 3 - Police Impact Fees for relocation of Impound Lot and Storage Building- Copy
2. R117-2023 Budget Documents Amendment 3 - Police Impact Fees for relocation of Impound Lot and Storage Building- Copy



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 117-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 3 TO THE 2023-2024 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF POLICE IMPACT FEES FOR THE RELOCATION OF THE POLICE IMPOUND LOT AND A NEW STORAGE BUILDING FOR STORING ASSETS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart (“City”) adopts a balanced budget annual for Revenues and Appropriations as part of the Fiscal Year Operating Budget which is intended to provide for the general operations of the City and the various funds, anticipating regular operating costs and expected capital acquisitions, the City monitors and reviews the progress of the operating budget throughout the fiscal year; and

WHEREAS, the City from time to time identifies unexpected or unintended expenditures as well as, additional revenues and possible shortfalls, and therefore, must amend the Fiscal Year Operating Budget to accommodate these variations.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The 2023-2024 Fiscal Year Operating Budget for the General Fund is hereby further amended, as follows:

Resolution 117-2023 Budget Amendment #3 for Police Impact Fees- Relocation
Impound Lot and New Storage Building

From: Police Impact Fees

\$110,000.00

To: Police Budget 190-563

\$60,000.00

To: Police Budget 190-562

\$50,000.00

SECTION 2: This resolution shall take effect on adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE BAGGETT
CITY ATTORNEY



STUART POLICE DEPARTMENT

Joseph Tumminelli, Chief of Police
830 SE Martin L. King Blvd. Stuart, FL 34994
Telephone 772-287-1122 Fax 772-220-5986

We are S.P.D.

Project Code
00563 051201 - impound
00562 051202 - Biplane
BUDGET AMEND
#3
110,000
60,000
50,000

MEMORANDUM

To: City Manager Michael Mortel
Cc: Finance Director Louis Boglioli

From: Chief Joseph Tumminelli

Date: 11/6/2023

Subject: Proposal for Impound Lot and Storage Building

I am writing to present a proposal for the relocation and expansion of the police impound lot, along with constructing a secure storage facility for police assets. The police impound lot will be at the southeast corner of the public safety building. The storage facility will be at the back parking lot of the police department by the relocated bicycle compound. This project addresses our department's pressing needs for additional impound space and enhanced security, as well as providing a protective shelter for valuable assets during severe weather events.

Project Overview:

Relocation and Expansion of Impound Lot: The current police impound lot faces two significant challenges. First, the police department has outgrown its capacity and is no longer able to accommodate the increasing number of seized vehicles and bicycles. Second, it needs the necessary security features to protect impounded items.

- **Cost Estimate:** The estimated cost for this relocation and construction project is between \$54,000 and \$58,000. This budget includes moving the bicycle impound to the old location of the bicycle compound, directly behind the police department. It also covers the installation of a light pole, security camera integration with the city's DW Spectrum system, and any necessary road millings for surfacing the new impound lot. I have some money allocated for the project already for other essential items.

Asset Storage Building: Besides the impound lot, I propose constructing a metal building behind the Police Department. This building will have three garage doors and serve as a secure storage facility for departmental assets, both new and old, including vehicles, golf carts, segways, motorized bicycles, generators, and other equipment.

- **Cost Estimate for Asset Storage Building:** The construction of this building is estimated to cost between \$30,000 and \$38,000.

Total Project Cost: The total cost of this project, including the relocation and expansion of the impound lot and the construction of the asset storage building, falls within the range of \$84,000 to \$96,000. The price does not include any additional milling and electrical work for the project; however, I have extra monies for this project in 190-564 and 190-563.

Benefits:

- Enhanced security and protection of impounded items.
- Improved organization and management of departmental assets.
- Shelter for valuable equipment during major hurricanes or severe weather conditions.
- Increased efficiency in handling seized items and assets.

Funding Request: I am seeking funding for this project from **POLICE IMPACT FEES** to ensure its completion of no more than \$100,000. The proposed budget includes all necessary expenses for the relocation, construction, and equipment installation.

The relocation and expansion of the police impound lot, coupled with the construction of the asset storage building, are crucial steps to meet our department's current and future needs. This project will significantly contribute to the efficient and secure operation of our police department.

Tumminelli, Joseph

From: Boglioli III, Louis J.
Sent: Monday, November 06, 2023 3:12 PM
To: Tumminelli, Joseph
Subject: RE: Proposal Impact Fees/ Impound Lot and Storage for new assets

No problem with the memo or the proposal Chief. I would ask, what extra do you have budgeted in 190-563 and 190-564? ☹☹

From: Tumminelli, Joseph <jtumminelli@ci.stuart.fl.us>
Sent: Monday, November 6, 2023 9:52 AM
To: Mortell, Michael <mmortell@ci.stuart.fl.us>; Boglioli III, Louis J. <lboglioli@ci.stuart.fl.us>
Cc: Cavo, Ryanne <rcavo@ci.stuart.fl.us>
Subject: Proposal Impact Fees/ Impound Lot and Storage for new assets

Please find the attached PROPOSAL.

Joseph Tumminelli
Chief of Police
Stuart Police Department
772-220-3909





ProBuilt Steel Buildings

3752 W US Hwy 90
Florida 32055
clehr@probuiltsteel.com
(386) 754-1818

Sales: Chris Lehr

3752 W US Hwy 90
Florida 32055
clehr@probuiltsteel.com

Building Quote
QTE-007887

Date
11/01/2023

Total
\$42,723.45

CUSTOMER DETAILS

Nick Briglia

Billing Address

830 SE MLK Jr. Blvd
Stuart, Florida 34994

Shipping Address

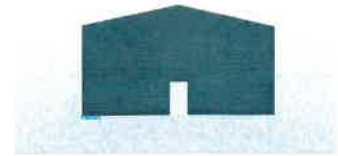
830 SE MLK Jr. Blvd
Stuart, Florida 34994

nbriglia@ci.stuart.fl.us

(772) 287-1122

Commercial Buildings - 34 x 50 x 18

- ☐ Roof Color: White
☐ Trim Color: White
☒ Sides/Ends Color: Hawaiian Blue
☐ Wainscot Color: NA



Ready for Installation? ____ Jobsite Level? ____ Permit Required? ____ Inside City Limit? ____ Electricity Available? ____ Installation Surface? Concrete

Building Dimension **34'W x 50'L x 18'H** Roof Style **Vertical** Gauge **14 Gauge** Wind/Snow Rating **170 MPH Wind Load Certification** Distance on Center **4 Feet**

34X50' (Roof 51') Vertical Roof	1	\$17,470.00
18' Height (Ladder Legs Baseraill)	1	\$6,800.00
170 MPH Wind Load Certification	1	\$2,260.50
3/12' Roof Pitch	1	\$0.00
Front Wall Closed Horizontal	1	\$3,040.00
Back Wall Closed Horizontal	1	\$3,040.00
Left Closed Horizontal	1	\$2,480.00
Right Closed Horizontal	1	\$2,480.00
36x80 inch Walk-in Door on Front Wall	1	\$350.00
36x80 inch Walk-in Door on Back Wall	1	\$350.00
14x16 ft Garage Door on Right Wall	1	\$3,250.00
14x16 ft Garage Door on Right Wall	1	\$3,250.00
12x12 ft Garage Door on Right Wall (Certified,Chain Hoist)	1	\$2,100.00
24x36 inch Window on Left Wall	1	\$200.00
24x36 inch Window on Left Wall	1	\$200.00
24x36 inch Window on Left Wall	1	\$200.00
4ft On Center (Included)	1	\$0.00
Manufacturer Discount	1	\$4,747.05
Lift Required : \$0.00		

NOTES

Building Amount: **\$47,470.50**

Manufacturer Discount: **\$4,747.05**

Sub Total: **\$42,723.45**

Tax **\$0.00**

Additional Charges **\$0.00**

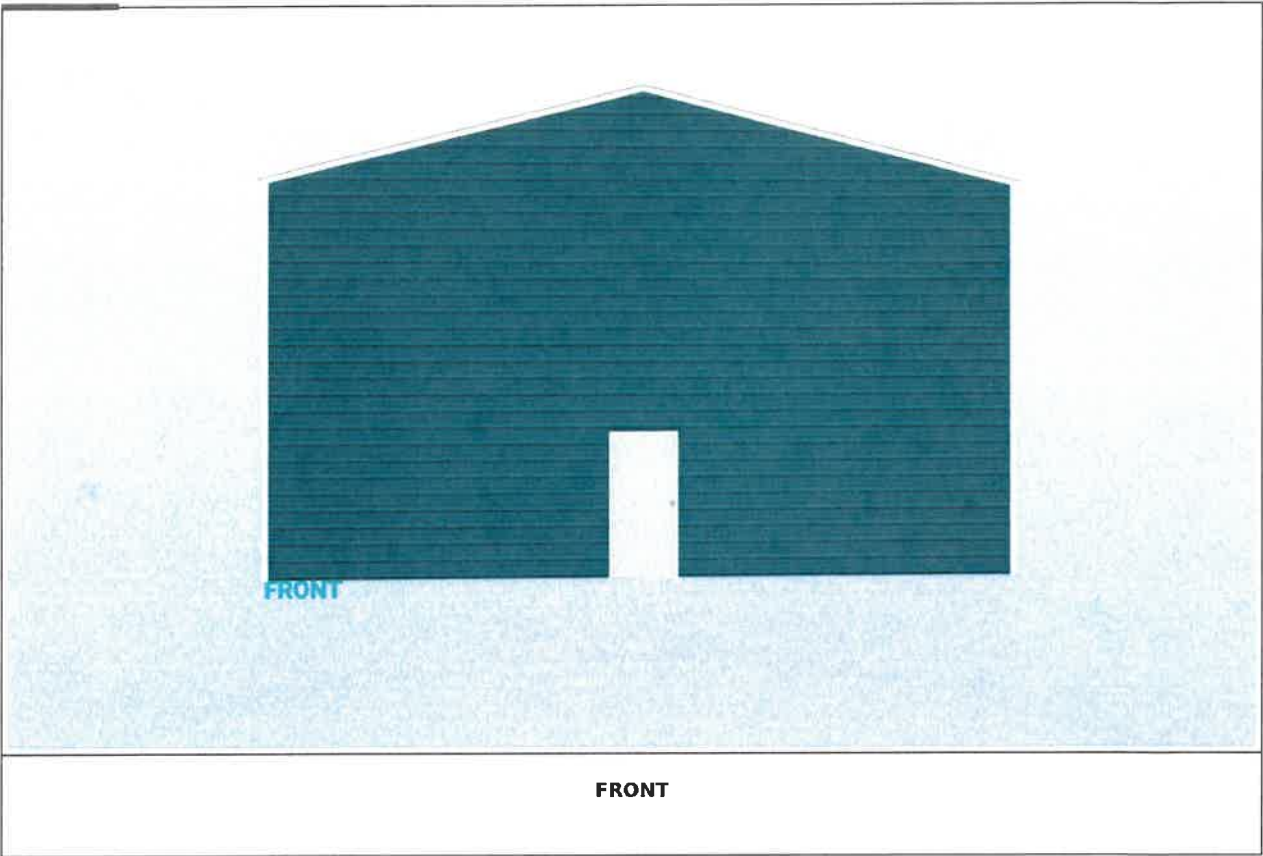
Grand Total **\$42,723.45**

Pay Now

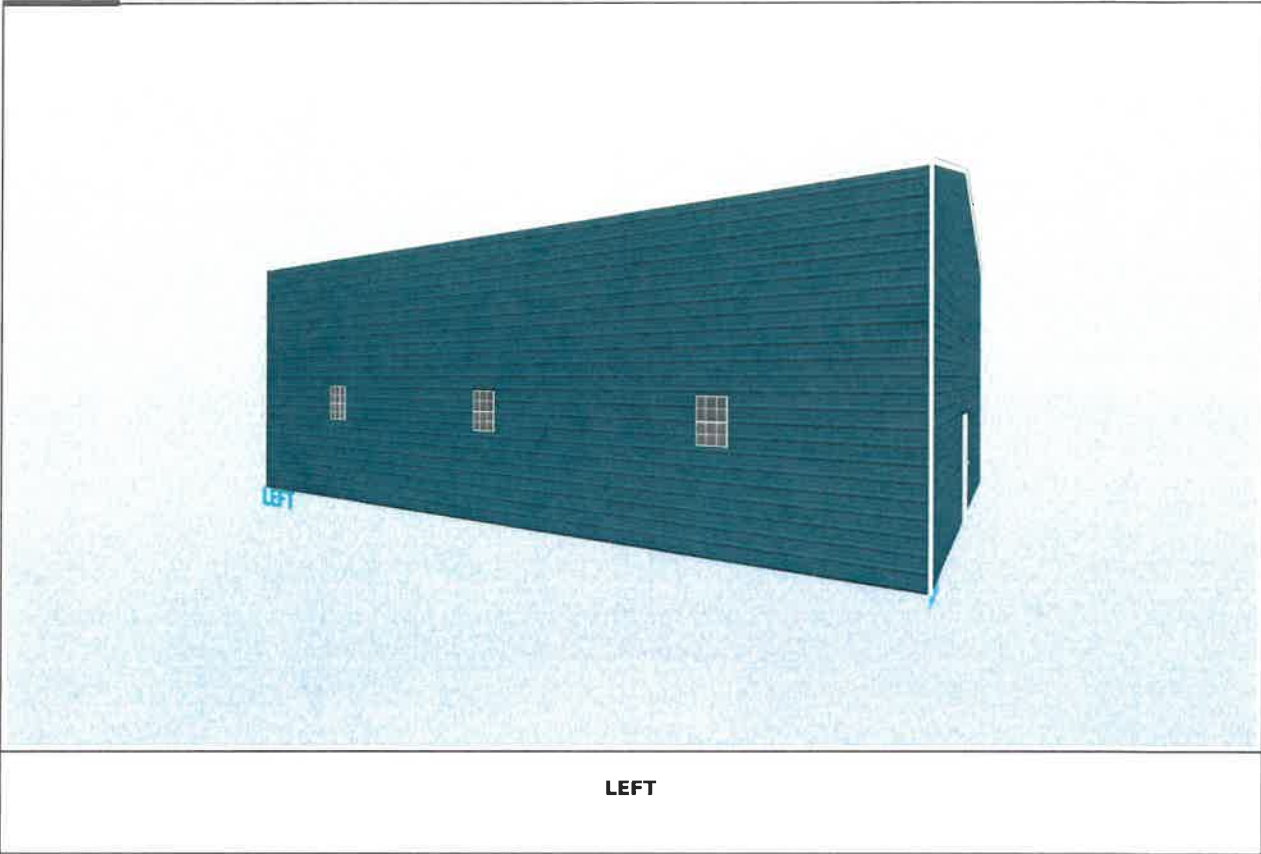
Downpayment **\$6,408.52**

Balance Due **\$36,314.93**

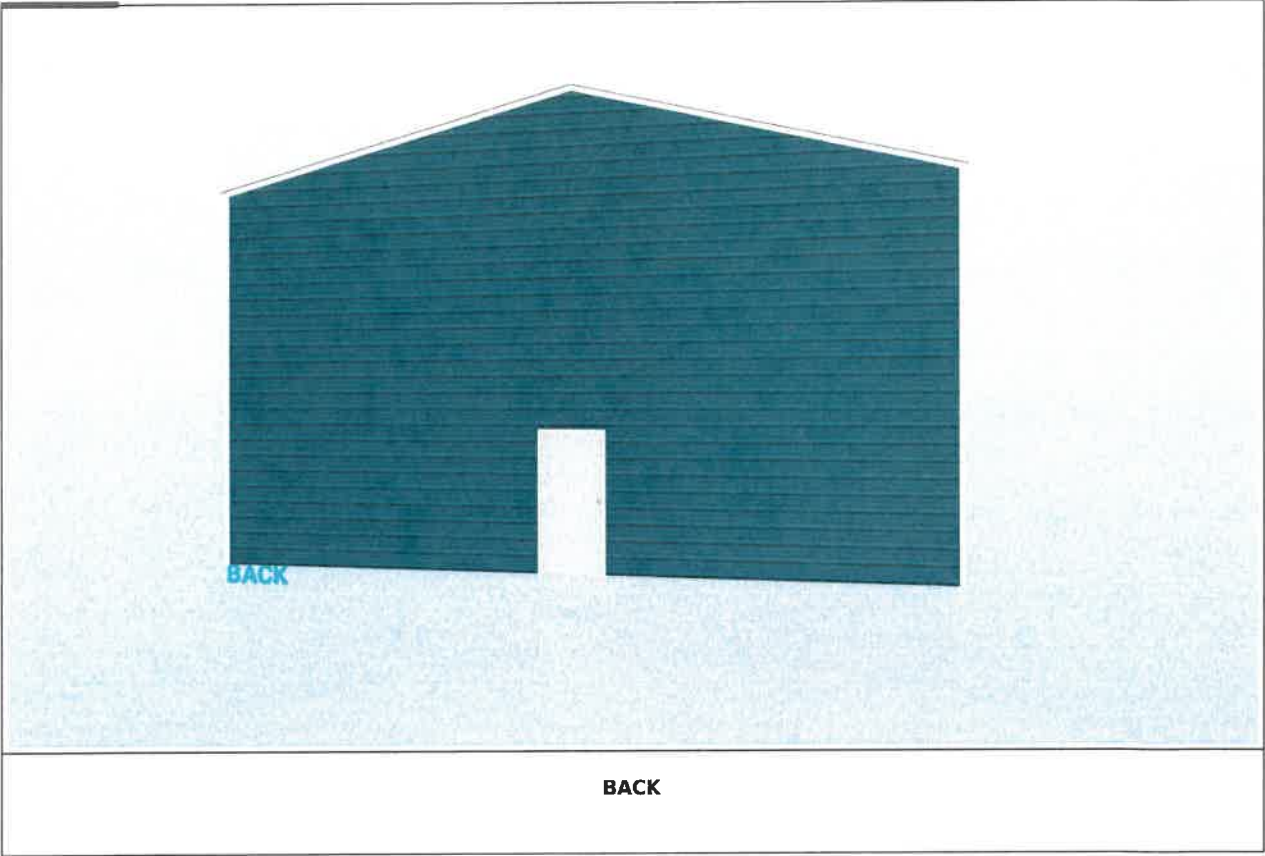
BUILDING VIEW



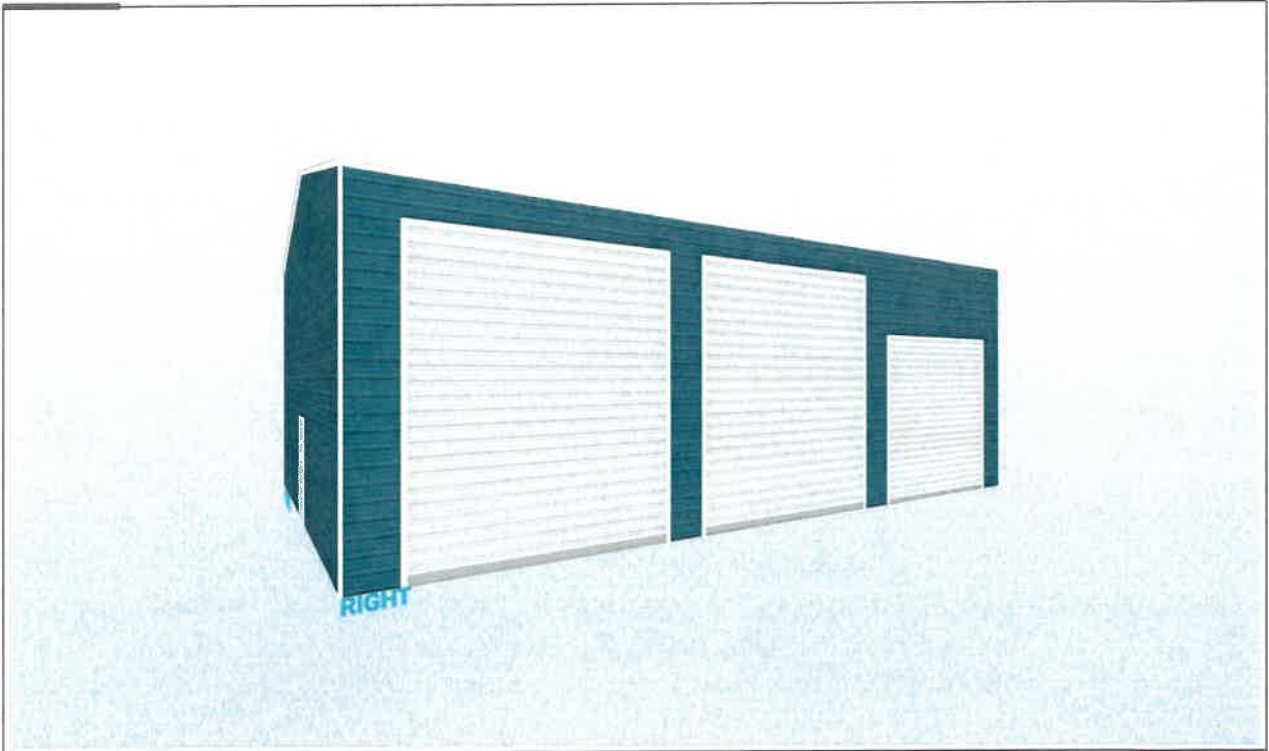
BUILDING VIEW



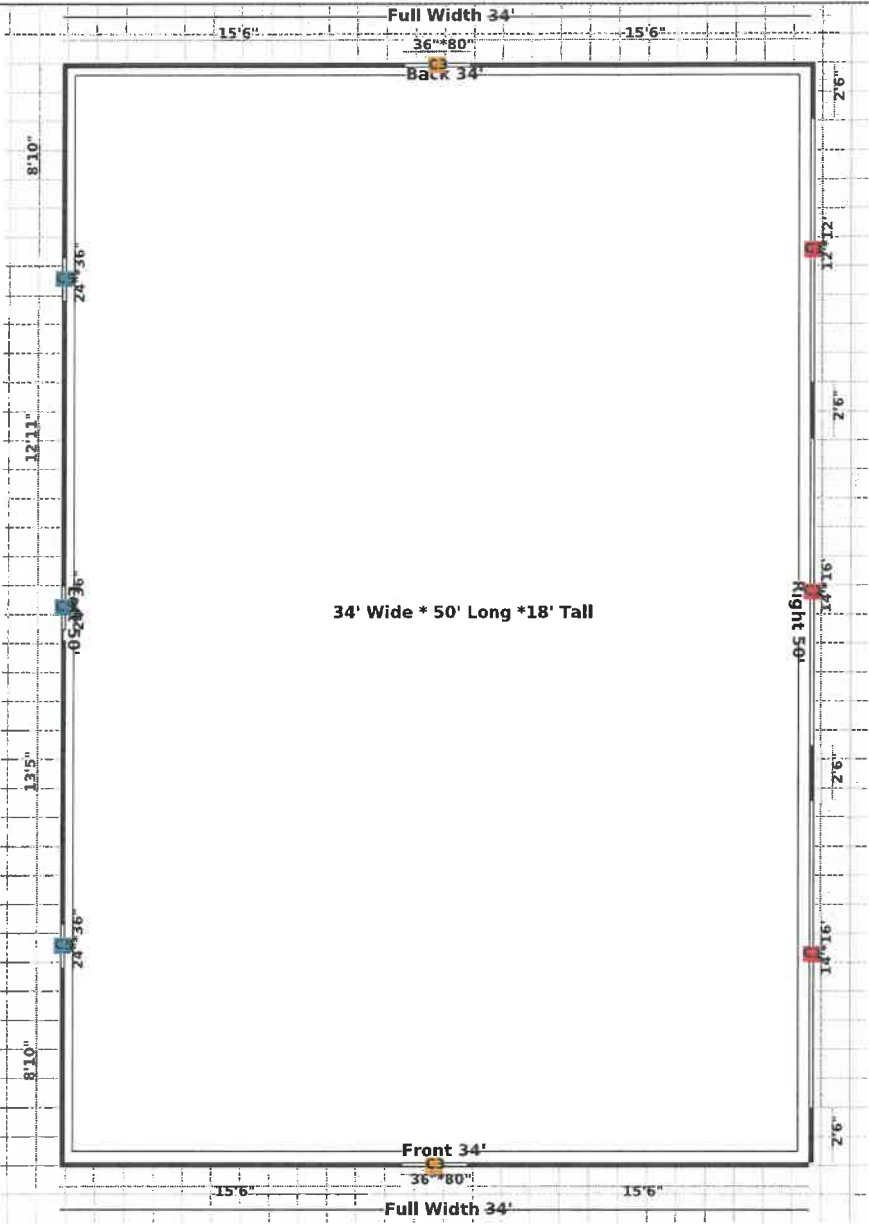
BUILDING VIEW



BUILDING VIEW



RIGHT



LEGENDS

- Garage Door
- Garage Door Frameout
- Walk in Door
- Walk in Door Frameout
- Windows
- Windows Frameout
- Open Wall
- Close Wall
- Distance
- Storage Length (Utility)
- Cupola



All Types and Styles • Commercial • Residential • Electric Gate Systems
Licensed • Bonded • Insured

November 3, 2023

Proposal
Stuart Police Department
RFB2023-3516

8'h Black Vinyl Chain Link Fence: *To furnish and install approximately 657' of 8'h black vinyl chain link fence with 54' of black vinyl chain link fence on top of bike storage area. Bike storage area includes top, middle and bottom rails. Includes (2) 8' x 4'w pedestrian gates and (1) 8'h x 20'w double swing gate using the following materials:*

- *9 gauge finish black vinyl chain link fence*
- *1 5/8" SS40 black vinyl top rail*
- *2 1/2" SS40 black vinyl line posts*
- *3" SS40 black vinyl terminal and pedestrian gate posts*
- *4" SS40 black vinyl gate posts - 20'w double swing gate*
- *9 gauge finish black vinyl tension wire*

Total \$54,234.300

Furnished by Others:

Permit fees
Locks & Signs
Private utility locates
Surveying & Staking of fence line
Engineered drawings

2700 SE Market Street • Stuart, FL 34997 • Phone: 772-283-2383 • Fax: 772-283-2565
Renee@Danielsfence.com



ProBuilt Steel Buildings

3752 W US Hwy 90
Florida 32055
clehr@probuiltsteel.com
(386) 754-1818

Sales: Chris Lehr

3752 W US Hwy 90
Florida 32055
clehr@probuiltsteel.com

Building Quote
QTE-007580

Date
09/12/2023

Total
\$19,084.00

CUSTOMER DETAILS

Nick Briglia

Billing Address

830 SE MLK Jr. Blvd
Stuart, Florida 34994

Shipping Address

830 SE MLK Jr. Blvd
Stuart, Florida 34994

nbriglia@ci.stuart.fl.us

(772) 287-1122

Garage With Lean-to - 24 x 35 x 16

- ☐ Roof Color: White
☒ Trim Color: Quaker Gray
☒ Sides/Ends Color: Slate Blue
☐ Wainscot Color: NA



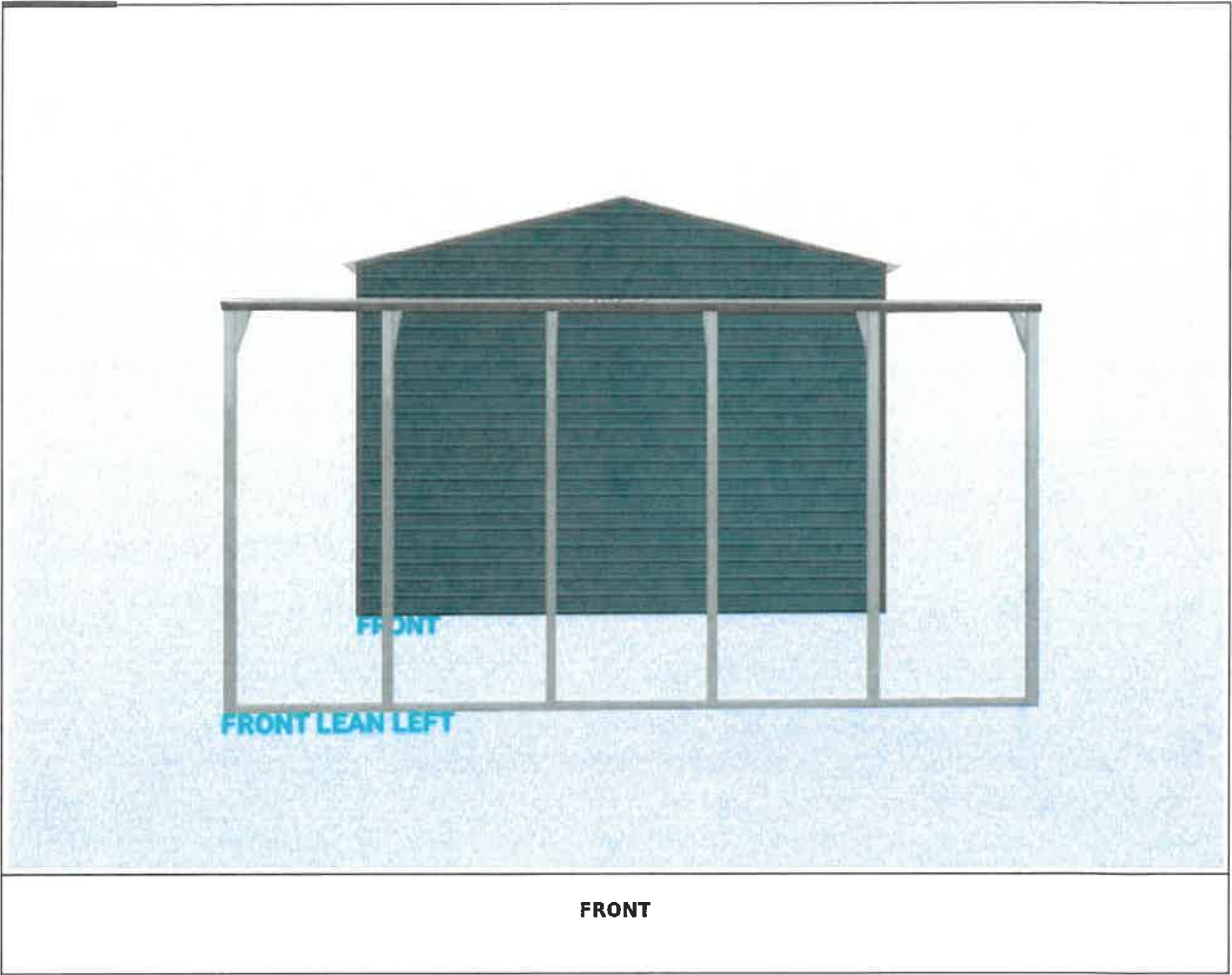
Ready for Installation? ☐ Jobsite Level? Yes Permit Required? ☐ Inside City Limit? ☐ Electricity Available? Yes Installation Surface? Concrete

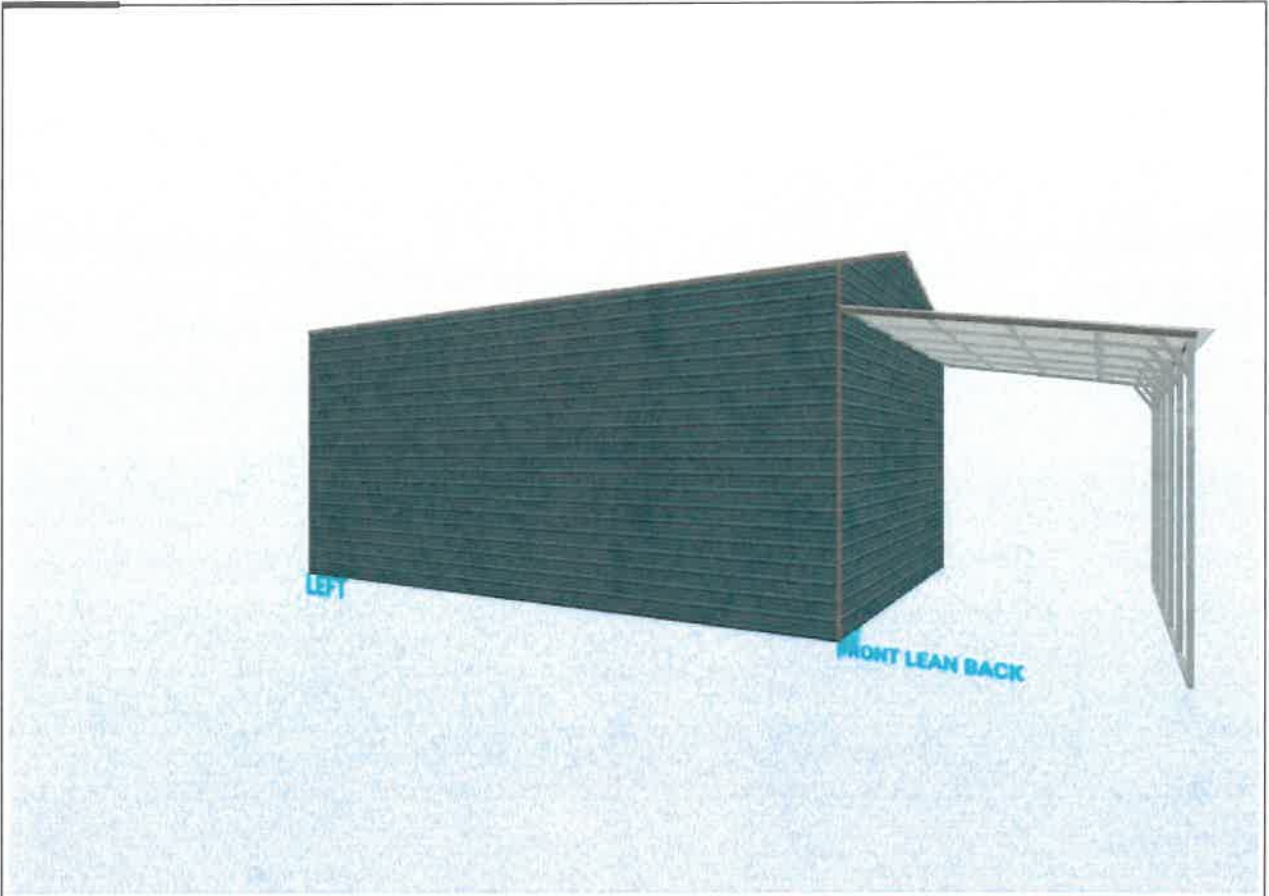
Building Dimension 24'W x35'L x16'H	Roof Style Vertical	Gauge 14 Gauge	Wind/Snow Rating 150 MPH Wind Load Certified	Distance on Center 5 Feet
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24X35' (Roof 36') Vertical Roof	1	\$4,995.00
16' Height (Double Legs Baseraill)	1	\$3,335.00
150 MPH Wind Load Certified	1	\$0.00
3/12' Roof Pitch	1	\$0.00
Front Wall Closed Horizontal	1	\$2,600.00
Back Wall Closed Horizontal	1	\$2,600.00
Left Closed Horizontal	1	\$962.50
Right Closed Horizontal	1	\$962.50
Front Lean-to 12x24' (Center)	1	\$1,797.50
Front Lean-to 12' Height	1	\$287.50
Front Lean-to 2/12' roof pitch	1	\$0.00
36x80 inch Walk-in Door on Right Wall	1	\$300.00
12x12 ft Garage Door on Right Wall (Certified,Chain Hoist)	1	\$2,100.00
14x14 ft Garage Door on Right Wall (Certified,Chain Hoist)	1	\$2,750.00
36x80 inch Walk-in Door on Back Wall	1	\$300.00
1' Overhang On Sides	1	\$740.00
Side Connection Fees	1	\$125.00
Manufacturer Discount	1	\$4,771.00
Installation Surface Levelled : Yes		
Electricity : Yes		
Lift Required : \$0.00		

NOTES	Sub Total: \$19,084.00
	Additional Charges \$0.00
	Grand Total \$19,084.00
	Pay Now
	Downpayment \$2,862.60
	Balance Due \$16,221.40

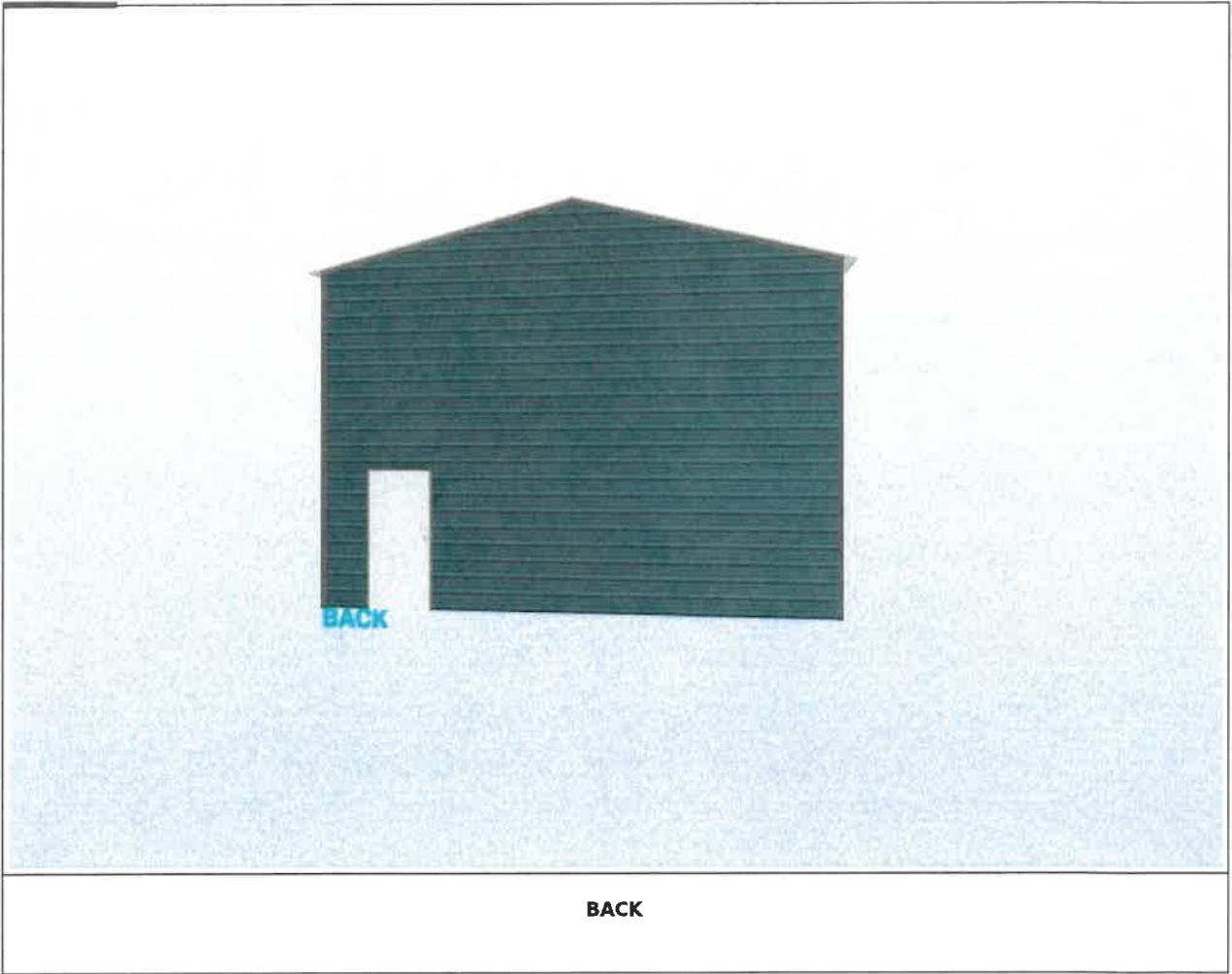
BUILDING VIEW



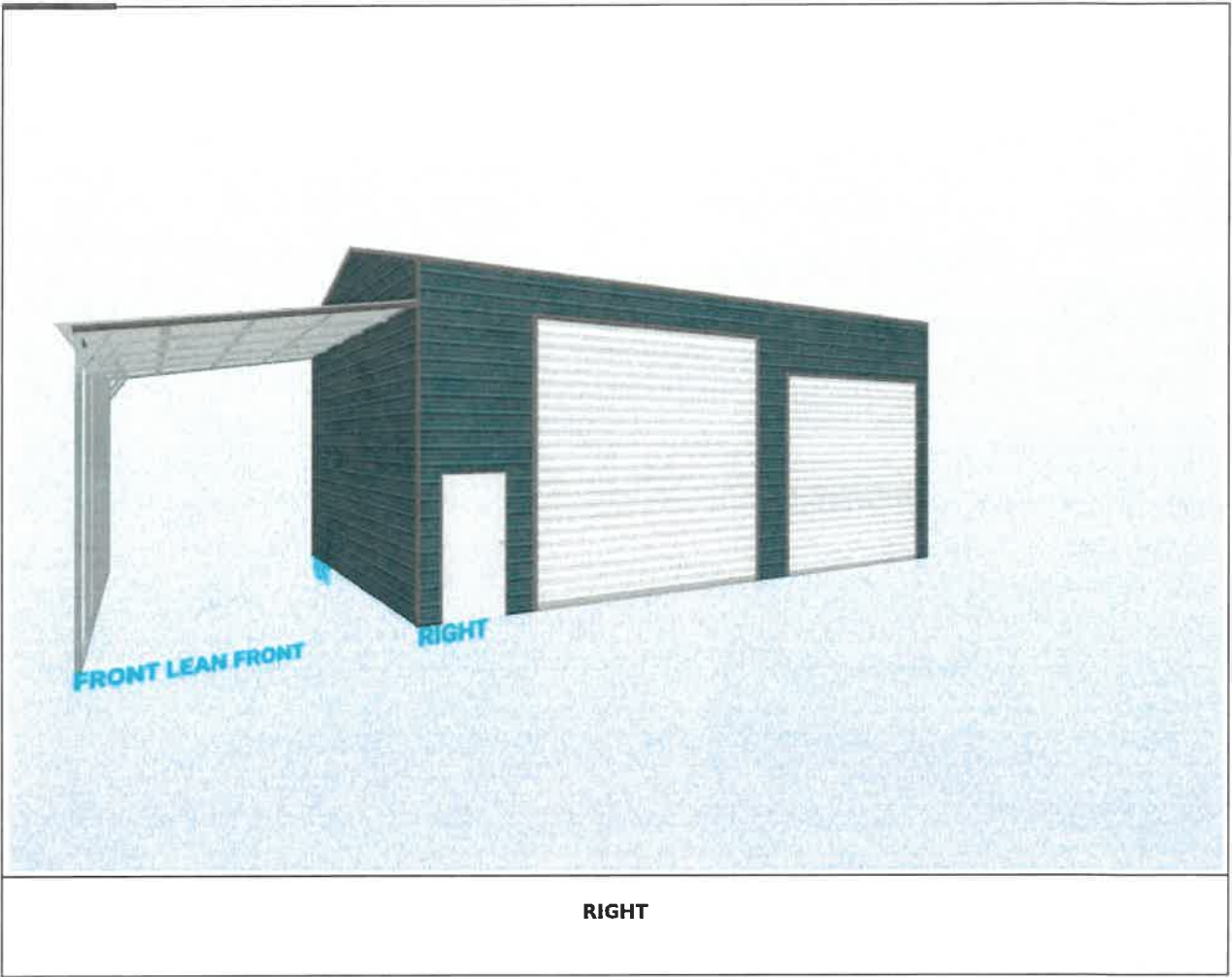


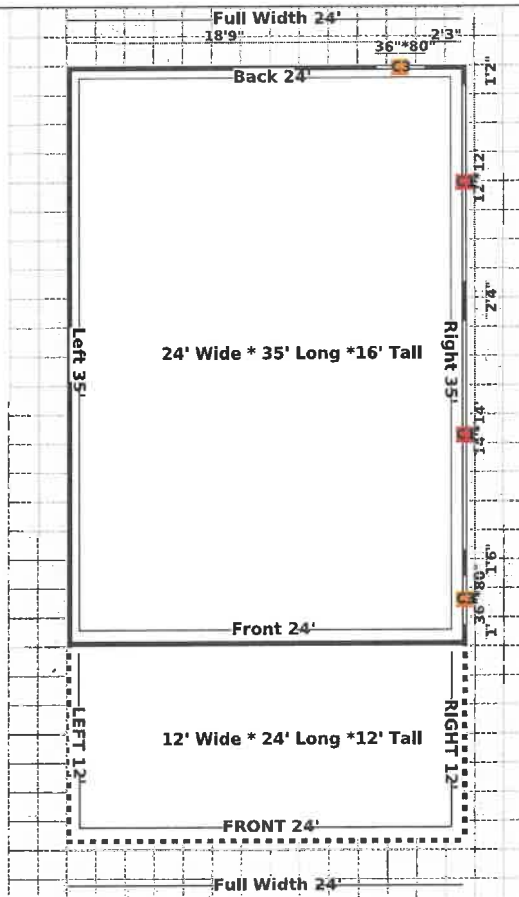
LEFT

BUILDING VIEW



BUILDING VIEW







A Great Fence

751 NW Enterprise Drive, Unit 105, Port St. Lucie, FL 34986
Licensed and Insured
(772) 812-0223 Main
(772) 408-0272 Fax
www.agreatfence.com

Quote Date: 9/15/2023
Quote #: SIL91523MS
Page #: 1

Proposal / Contract

Customer		Project
Contractor: <u>City of Stuart</u>		Name: <u>City of Stuart Impound Lot</u>
Contact: <u>Milton Leggett</u>		Address: <u>830 SE Martin Luther King Jr Blvd</u>
Address: <u>830 SE Martin Luther King Jr Blvd</u>		City: <u>Stuart, FL</u>
City: <u>Stuart</u>	State: <u>FL</u> Zip: <u>34994</u>	
Phone: <u>260-1271</u>	Fax: _____	
Cell: _____	Work: _____	
Email: <u>mleggett@ci.stuart.fl.us</u>		Bid Date: _____

CHAIN LINK SPECIFICATION	PROJECT DETAILS
STYLE	
TOTAL HEIGHT	
FABRIC HEIGHT	
FABRIC TYPE	SCOPE OF WORK: PER MARTIN COUNTY CONTRACT RFB2020-3212
GAUGE	603' OF 8' TALL BLACK 9 GAUGE CHAIN LINK FENCE
MESH	2- 20' WIDE BLACK 9 GAUGE CHAIN LINK DRIVE GATES
SERVAGE	
BARB WIRE	
TOP RAIL	MATERIALS
LINE POST	MATERIALS MARK UP 25%
END POST	LABOR \$45.00 HOUR X 267 HOURS= \$12,015.00
CORNER POST	CONCRETE \$4.00 BAG X 276 BAGS= \$1,104.00
WALK GATE POST	UNDERGROUND LOCATES
DRIVE GATE POST	\$26,843.13 \$6,710.78 \$12,015.00 \$1,104.00 \$1,890.00
GATE FRAMES: SGL	
GATE FRAMES: DBL	ADD ON OPTION:
FRAME COATING	ADD ROOF ON A 20' X 25' AREA ADD AN ADDITIONAL: \$4,180.00
LINE POST FOOTER	
TERM POST FOOTER	
GATE POST FOOTER	
ORNAMENTAL SPECIFICATION	
TYPE	
COLOR	
STYLE	
# OF RAILS	
PICKET SIZE	
POST SIZE	
FOOTERS	
	EXCLUSIONS: REMOVAL OF EXISTING FENCE, PERMITS, TRENCHING, ELECTRICAL GROUNDS, CLEARING & GRUBBING SIGNED & SEALED DRAWINGS & CALCULATIONS, PAYMENT BY CREDIT CARD, ELECTRIC AND CONDUIT
	NOTES:
	GRAND TOTAL
	\$48,562.91

Approval of Proposal / Contract: The project price, specifications and Terms / Conditions on page 2 are accepted. A Great Fence, LLC is authorized to do the work specified. Upon signing by Purchaser this becomes a binding contract. SEE REVERSE SIDE FOR TERM / CONDITIONS AND WARRANTY INFORMATION.

- CUSTOMER ACCEPTANCE -

A GREAT FENCE, LLC

SIGNATURE: _____
TITLE: _____
DATE: _____

BY: Darrick Bailey
TITLE: Estimator
DATE: 9/15/2023

THANK YOU FOR YOUR BUSINESS!



A Great Fence

Licensed and Insured
(772) 812-0223 Main
(772) 408-0272 Fax
www.AGreatFence.com

Quote Date: 9/15/2023
Quote #: SIL91523MS
Page #: 2

TERMS & CONDITIONS

- Materials Guaranteed to be specified herein or equal.
- Workmanship: To be completed in a workmanlike manner in accordance with the standards in the industry.
- Fence Location: To be responsibility of Owner / Purchaser. A Great Fence (herein after referred to as AGF) is not responsible for an Owner / Purchaser agrees to hold harmless and indemnify any and all suits or claims for damage(s) resulting from fence location or damage to underground pipe, electrical, telephone, gas, water, cable TV, sprinkler or irrigation systems, swimming pool filter lines or any damage to personal or real property.
- Changes to Contract: Shall be considered a change in the original scope for which the parties contract for and said changes will be add-ons to the contract prices or deducted from the contract price accordingly as determined solely by AGF. In the event changes for less amounts of worked are ordered, Owner / Purchaser will be responsible for costs of materials purchased and labor extended up to the point of change.
- Title in Goods: Owner / Purchaser agrees that title to the goods herein described shall not pass to the Owner / Purchaser until all payments due to AGF are paid in full according to the terms of the contract. Owner / Purchaser agrees to grant AGF free access to the property to remove materials in the event Owner / Purchaser fails to pay AGF according to the terms of this contract.
- Unpaid Balance: Owner / Purchaser agrees to pay AGF 1.5% interest per month (18% annual) for any and all unpaid monies due according to the terms of this contract commencing the day the fence installation is completed, together with the costs of collection, including reasonable attorney's fee's, and removal of fence if applicable.
- Ground Site Conditions: Contract price is based on normal ground conditions, in the event construction debris is found during installation, AGF will notify Owner / Purchaser immediately, and AGF shall be entitled to a cost increase determined by AGF.
- Delays: AGF shall not be liable for delays caused by acts of God, strikes unavailability of materials or other events that are beyond our control.
- Cancellations: Deposit monies will be forfeited by Owner / Purchaser in the event Owner / Purchaser cancels this contract unless expressly agreed to be by AGFF prior to commencement of work. Materials or other items purchased prior to cancellation together with a preparation s fee of 20% of the total job cost will be paid by Owner / Purchaser and deducted from the deposit monies. In the event the Owner / Purchaser fails to cooperate with AGF on any requirements to the completion of this contract, AGF shall cancel this contract and refund deposit less expenses incurred.
- AGF Shall not be responsible for rules and / or restrictions set forth Homeowner / Condo Associations. Any changes will be in addition to the dollar value of this contract.
- If Owner / Purchaser agrees to clear fence line to obstruction (trees, shrubs, branches, debris, existing fence, etc) and fails to do so prior to commencement, AGF installers will do this and charge the Owner / Purchaser an additional \$75.00 per hour, per man, for this work. All obstructions will be left on job site.
- Cancelled and / or Returned Checks: In the event of cancelled and / or returned check, a fee of \$75.00 will be added to final invoice and payment will be due upon receipt by Owner / Purchaser.
- Property Easement Agreements: AGF shall not be responsible for obtaining easement agreements. Owner / Purchaser agrees to obtain easement agreements on their behalf. AGF will not be responsible for utility company or any other company removing or destroying fence.

Special Condition of Sale

Dirt / Rocks and Debris smaller than 2" diameter resulting from post hole excavation will be spread out on job site. Rocks and Debris resulting from same, larger than 2" will be removed from site by AGF. Dirt piles, rocks and debris smaller than 2" diameter can be removed by AGF by customer request only, at an additional charge of \$50.00 per man, per hour.

Warranty as Specified by Manufacturer

The manufacturers warrant that guaranteed as specified against defects in material only. Warranty does not cover labor charges for replacement of defective parts. This warranty does not extend to damage caused by lightning strikes, power surges, accidents, vandalism, abuse, misuse, negligence, or acts of God. Warranty is void if regularly maintenance schedule is not followed. Repairs, adjustments and / or tampering by others negate all warranties. Warranties included materials / equipment only.

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 11/27/2023

Prepared by: Pinal Gandhi-Savdas

Title of Item:

INTERLOCAL AGREEMENT FOR THE RIVERSIDE PARK NEIGHBORHOOD IMPROVEMENTS (RC):

RESOLUTION No. 118-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY FOR THE RIVERSIDE PARK NEIGHBORHOOD IMPROVEMENTS PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City/CRA completed an application in 2020 for Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) funding via Martin County for the Riverside Park Neighborhood Improvements project. The proposed project will create a continuous, connected and pedestrian-friendly neighborhood. The improvements will encompass the construction of sidewalks, on-street parking, high-visibility crosswalks, streetlights, and landscaping. FDOT TAP funding was approved in the amount of \$1,266,527 for FY2024. The design and permitting for the project are complete. Construction is anticipated to commence in August 2024.

Attached is an Interlocal Agreement between the City of Stuart and Martin County outlining the responsibilities of each entity for completing the Riverside Park Neighborhood Improvements project.

Funding Source:

Prior to FDOT and Martin County executing a contract for the work in FY 2024, the City will provide funds budgeted in FY24, which will be reimbursed, in part, by Martin County at the completion of the project in accordance to Paragraph 2.E of the Interlocal Agreement.

Recommended Action:

Move approval of Resolution No. 118-2023.

ATTACHMENTS:

1. R118-2023 - Interlocal Agreement for Riverside Park Neighborhood Streetscape Improvements
2. Exhibit A - Interlocal Agreement for Riverside Park Improvements
3. Project Boundary



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION No. 118-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY FOR THE RIVERSIDE PARK NEIGHBORHOOD IMPROVEMENTS PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Section 163.01 Fla. Stat., known as the Florida Inter-Local Cooperation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, Martin County, on behalf of the City of Stuart, has been approved for Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) funding for a project located within the City of Stuart in the amount of \$1,266,527 for Riverside Park Neighborhood Improvements Project, bounded by NW Fern Street on the south, SE Dixie Highway on the east, North Fork of St Lucie River on the west and NW Palm Street on the north; approximately 400' south of the NW Dixie Highway/NE Dixie Highway/SE Green River; and

WHEREAS, the City of Stuart has agreed to be solely responsible for all grant administration and project construction costs and expenses, including but not limited to, maintenance of the project; and

WHEREAS, in accordance with all applicable Federal, State, and Martin County requirements, Martin County will obtain bids, utilizing a unit price and quantity bid document, and enter into a contract for the goods and services required for the construction of the project; and

WHEREAS, Martin County and the City of Stuart have agreed to cooperate in the implementation of the project whereby Martin County utilizes its Local Agency Program

RESOLUTION No. 118-2023
ILA Between the City of Stuart and Martin County

(LAP) certification and eligibility to participate in the FDOT's Local Agency Program grant program on the City of Stuart's behalf.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby authorizes the Mayor and City Clerk to execute an Interlocal Agreement between the City of Stuart and Martin County for the Riverside Park Neighborhood Improvements project, attached hereto as "Exhibit A".

SECTION 2: This Resolution shall be effective immediately upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

**INTERLOCAL AGREEMENT
CITY OF STUART VARIOUS LOCATIONS RIVERSIDE PARK
FDOT FM# 448307-1-58-01**

This INTERLOCAL AGREEMENT (“Agreement”), dated _____, 2023, is made by and between MARTIN COUNTY, Florida, a political subdivision of the State of Florida, 2401 S.E. Monterey Road, Stuart, FL 34996 (the “COUNTY”) and the CITY OF STUART, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (the “CITY”).

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat., known as the Florida Inter-Local Cooperation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, the COUNTY, on behalf of the CITY, has been approved for Florida Department of Transportation (“FDOT”) Transportation Alternatives Program (“TAP”) funding for a project located within the CITY in the amount of \$1,266,527.00 for a neighborhood improvement project with a project cost estimate of \$2,467,197.06 and project limits of the right-of-way of NW Fern Street, NW North River Drive, NW Poinsettia Street, NW Oleander Street, NW Stuart Avenue, NW Australian Street and NW Palm Street (“PROJECT”); and

WHEREAS, the CITY has agreed to be solely responsible for all grant administration and PROJECT construction costs and expenses, including but not limited to, maintenance of the PROJECT; and

WHEREAS, in accordance with all applicable Federal, State and COUNTY requirements, the COUNTY will obtain bids, utilizing a unit price and quantity bid document, and enter into a Contract for the goods and services required for the construction of the PROJECT; and

WHEREAS, the COUNTY and CITY have agreed to cooperate in the implementation of the PROJECT whereby the COUNTY utilizes its Local Agency Program (“LAP”) certification and eligibility to participate in the FDOT’s Local Agency Program grant program on the CITY’s behalf; and

WHEREAS, the CITY has retained the services of Kimley-Horn and Associates, Inc. (“Design Engineer”) for the design of the PROJECT.

NOW THEREFORE, in consideration of the mutual benefits, the parties do hereby agree as follows:

1.A. The PROJECT shall be implemented in accordance with the plans to be developed by the Design Engineer in accordance with all grant requirements which will be submitted for COUNTY

Staff review and then, following COUNTY Staff approval, will be made a part hereof as Exhibit "A" to this Agreement.

1.B. The COUNTY will prepare and advertise a bid package including technical specifications, FDOT LAP addendums, permits, reports, unit price and quantities following for the goods and services required for the construction of the PROJECT and will award a CONTRACT to the lowest responsible, responsive bidder in accordance with all applicable Federal, State and County procurement laws and regulations.

2.A. The CITY will, in accordance with Section 287.055, Fla. Stat., Consultant's Competitive Negotiations Act ("CCNA"), as well as CITY policies, solicit Requests for Qualifications for CEI services which are required for contract administration, inspection, and materials sampling and testing for the PROJECT.

2.B. The CITY acknowledges and agrees that it will be solely liable to the COUNTY for all costs associated with the PROJECT. The PROJECT costs are estimated at two million four hundred sixty-seven thousand, one hundred ninety-seven dollars and six cents (\$2,467,197.06). Prior to the COUNTY's issuance of a Notice to Proceed to the Contractor, the CITY agrees to provide: 1) the total Bid Award, including a fifteen percent (15%) contingency amount; and 2) eighty-seven thousand, one hundred sixty dollars (\$87,160.00) non-refundable Contract Administration Fee outlined in Exhibit "B" to this Agreement. COUNTY agrees to place funds designated for outside contract payments in a separate account from which invoices for the PROJECT shall be paid.

2.C. The COUNTY shall promptly review any and all Contractor's invoices submitted in connection with the PROJECT and either approve or disapprove in accordance with the Local Government Prompt Payment Act §218.70 et. seq Fla. Stat. Upon approval of the invoices by both parties, the COUNTY will issue payment.

2.D. Any construction change orders requested by CITY to the PROJECT shall be made in writing to the COUNTY. CITY agrees to be responsible for the cost of any such change order. If the COUNTY does not approve a CITY requested change order, the parties agree to comply with the dispute resolution procedure outlined in Paragraph 4 herein. The parties agree that all change orders requested by Contractor, shall be submitted to the COUNTY by the Contractor. COUNTY and CITY shall promptly review such change order request and if approved, the COUNTY shall issue such change order to the Contractor. CITY agrees to be responsible for the total cost of any such change order. Within 15 days of issuance of a change order which exceeds the 15% contingency originally provided to the COUNTY, the CITY shall provide a check in the amount of the change order to the COUNTY.

2.E. COUNTY shall file on CITY's behalf any reimbursement authorized by FDOT and COUNTY under the terms of the LAP Grant Agreement FM# 448307-1-58-01. Upon final reimbursement from FDOT, the COUNTY shall remit to the CITY the total grant reimbursement received from FDOT plus any unused outside Contractor funds paid by the CITY to COUNTY less the non-refundable Contract Administration Fee.

3. CITY agrees that it shall be solely responsible for maintenance, replacement, and repair of the enhancement project (including, but not limited to, all landscaping, irrigation, signage, fencing, guardrail and handrail) and that COUNTY shall have no responsibility for maintenance, replacement, and repair of the PROJECT. The CITY shall continue to maintain the standard elements of the roadway (pavement, curb, drainage, and sidewalks). The CITY agrees that such maintenance shall be in accordance with Section 116, Title 23 U.S.C.
4. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representatives and the CITY's Authorized Representatives. If such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.
5. COUNTY and CITY agree to hold project meetings on a weekly basis with the Contractor. The CITY's costs to attend required meetings are the responsibility of the CITY.
6. This Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety-days (90) prior to the proposed effective date of the amendment.
7. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.
8. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.
9. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
10. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY

County Administrator
Martin County Board of County Commissioners
2401 Monterey Road
Stuart, FL 34996

Required Copy to:

County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

CITY:

City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Required Copy to:

City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

11. The Project Manager for the CITY of Stuart is Pinal Gandhi-Savdas, Community Redevelopment Agency, Executive Director, 121 SW Flagler Avenue, Stuart, FL 34994, telephone number (772) 283-2532. The Project Manager for the COUNTY is Christopher Goetzfried, P.E., Public Works Department, 2401 SE Monterey Road, Stuart, FL 34996, telephone number (772) 463-2837.

12. Unless otherwise terminated as provided herein, this Agreement shall continue in perpetuity unless terminated upon the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

SARAH W. WOODS
COUNTY ATTORNEY

ATTEST:

CITY OF STUART, FLORIDA

MARY KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

EXHIBIT A

APPROVED CONSTRUCTION PLANS

EXHIBIT B

MARTIN COUNTY PUBLIC WORKS DEPARTMENT			
City of Stuart Various Locations Riverside Park			
CONTRACT ADMINISTRATION FEE SCHEDULE			
Contract Position	Billable Hour	Rate	Project Cost
Budget & Finance	80	\$ 50.00	\$ 4,000.00
County Attorney	8	\$ 200.00	\$ 1,600.00
Administrative Asst III	68	\$ 35.00	\$ 2,380.00
Inspector	72	\$ 75.00	\$ 5,400.00
Resident Compliance Specialist	390	\$ 90.00	\$ 35,100.00
Project Manager	36	\$ 90.00	\$ 3,240.00
Sr. Project Manager	190	\$ 110.00	\$ 20,900.00
Design Engineer	64	\$ 110.00	\$ 7,040.00
Sr. Project Engineer	50	\$ 150.00	\$ 7,500.00
	Total Projected Fee *		\$ 87,160.00
*Fee includes manhours and expenses paid during pre-construction, construction, and post-construction phases.			
	Estimated Project Cost		\$ 2,467,197.06
TOTAL CONTRACT ADMINISTRATION FEE			\$ 87,160.00

Project Boundary



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 11/27/2023

Prepared by: Jacqui May

Title of Item:

AUTHORIZING S.A.F.E. PROGRAM GRANT APPLICATION/EXECUTION OF AGREEMENT IF AWARDED (RC):

RESOLUTION No. 119-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR A FLORIDA DEPARTMENT OF LAW ENFORCEMENT S.A.F.E. PROGRAM GRANT TO CONDUCT INVESTIGATIONS AND RELATED ACTIONS INTENDED TO COMBAT ILLEGAL FENTANYL ACTIVITY; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (S.A.F.E.) Program provides grant funds to recipients for the purposes provided for herein, which will benefit the City of Stuart Police Department to conduct investigations and related actions intended to combat illegal fentanyl activity. The City of Stuart Police Department's strategy relating to illegal fentanyl activity will align with the missions of FDLE and the S.A.F.E Program. The City of Stuart will not be required to provide matching funds for this reimbursement grant and the attached internal "Grant Consideration Worksheet" demonstrates this is a viable grant; and The City continues to implement strategies to improve the safety of all residents, through investigation and other actions related to eradicating illegal fentanyl activity.

Funding Source:

N/A

Recommended Action:

Approve Resolution 119-2023.

ATTACHMENTS:

1. R119- 2023 Authorizing S.A.F.E. Grant App and Agreement
2. PD SAFE 23-24_Grant Decision Worksheet_11.17.23
3. R119-2023 Attach.2_FDLE-SAFE-Case-Request Template
4. R119-2023 Attach.3_FDLE-SAFE-Funding-Request Template



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 119-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR A FLORIDA DEPARTMENT OF LAW ENFORCEMENT S.A.F.E. PROGRAM GRANT TO CONDUCT INVESTIGATIONS AND RELATED ACTIONS INTENDED TO COMBAT ILLEGAL FENTANYL ACTIVITY; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS the Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (S.A.F.E.) Program provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart Police Department to conduct investigations and related actions intended to combat illegal fentanyl activity; and

WHEREAS the City of Stuart Police Department's strategy relating to illegal fentanyl activity will align with the missions of FDLE and the S.A.F.E Program; and

WHEREAS the City of Stuart will not be required to provide matching funds for this reimbursement grant and the attached internal "Grant Consideration Worksheet" demonstrates this is a viable grant; and

Authorization to Submit a S.A.F.E. Grant Program Application to FDLE; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

WHEREAS the City continues to implement strategies to improve the safety of all residents, through investigation and other actions related to eradicating illegal fentanyl activity.

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

SECTION 1: The precatory language above is hereby adopted as if set forth below.

SECTION 2: The City Commission authorizes submission of a grant application by the City of Stuart Police Department to the Florida Department of Law Enforcement and State Assistance for Fentanyl Eradication Grant Program (S.A.F.E.); and to execute an agreement, if the grant is awarded; and the City Manager is authorized to make minor amendments to any such agreement; subject to review and approval by the City Attorney.

SECTION 3: This resolution shall take effect immediately upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER, COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM

Resolution No. 119-2023

Authorization to Submit a S.A.F.E. Grant Program Application to FDLE; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

City of Stuart Internal Grant Application Decision Worksheet

Date: 11/17/2023

Assessment Prepared by: J. May

Funding Agency: FDLE

Grant Name: State Assistance for Fentanyl Eradication (SAFE)

[FY23-24 SAFE \(state.fl.us\)](https://www.state.fl.us/fy23-24/safe)

Eligibility Requirements: Local agencies & municipalities are eligible

Purpose of Grant: Conduct investigations designed to combat illegal fentanyl activity as approved by the SAFE executive board (see details below)

Criteria: Applications accepted from October 2023 - June 2024

Awards

Available funds will be distributed based on the operational needs of each agency's investigations as approved by the S.A.F.E. Executive Board, not to exceed a combined total of \$20,000,000.

Grant Application Decision Framework

Viability Scoring - 0 = lowest - 3 = highest

Criteria	Score	Notes
Will they fund a non 501 C3	3	Yes
Are we in correct geographic area	3	Yes
Do we address funder's interests	3	Yes
Do our needs align with their purpose	3	Yes
Do we serve their target population/goals	3	Yes
Do they offer support we can actually use	3	Yes
Credibility		
Do we have any connection/credibility	3	Yes
Do we have the subject expert expertise	3	Yes
Do we have staff available to execute	3	Yes
Timing		
Does award date align with project timeline	3	Yes
Can we meet the application deadline	3	Yes
Can we meet reporting requirements	3	Yes
Can we develop project plan and budget in time	3	Yes
Are reporting/eval requirements reasonable	3	Yes
Associated Costs		
Do they require a match	3	NO!
Will we have to hire consultants to prepare or execute	3	No
Will additional staff costs be incurred to execute	3	No
Score	51	

Viability Scoring Results:

0-15 = Low Viability - Consider not applying

16-35 Medium Viability - Effort might not be worth reward

36-51 High Viability - Get going on the application!

Internal Notes:

Will cover the following: Overtime, supplies, contractual services (transcription, etc.), equipment, training, other (subpoenas, etc.)

Program Goal Details According to Funder:

Identify / Disrupt / Dismantle Drug Trafficking Organizations with a focus on fentanyl.
Arrest and prosecution of identified offenders.
Seize illegal narcotics with a focus on fentanyl.
Seize illegal firearms used in the illegal trafficking of narcotics.
Seize illegally obtained cash and assets.

CASE REQUEST

FY23-24 STATE FINANCIAL ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA PROGRAM

GOALS

The goals defined below are related to conducting investigations designed to combat illegal fentanyl activity as approved by the S.A.F.E. Executive Board.

DESCRIPTION OF GOAL
Identify / Disrupt / Dismantle Drug Trafficking Organizations with a focus on fentanyl.
Arrest and prosecution of identified offenders.
Seize illegal narcotics with a focus on fentanyl.
Seize illegal firearms used in the illegal trafficking of narcotics.
Seize illegally obtained cash and assets.

CASE DETAILS

Requesting Agency:	
Anticipated Start Date:	
Anticipated Completion Date:	
Identification of DTO:	
Members (numbers, characteristics, nationality, language, etc.):	
Area of Operation:	
Current/On-Going Investigative Efforts:	
Deconfliction Conducted:	☐ SAFETNet ☐ Case Explorer ☐ RISSAFE ☐ Other (please explain)

I hereby certify that I have reviewed the request above and find them necessary for program activities. I am the signing authority or have been delegated as such by the appropriate official. Information regarding the signing authority is available for review if needed.

Recipient Chief Official or Designee Signature

Date

Recipient Chief Official or Designee Printed Title and Name

FDLE Case #:	
Comments:	

FDLE Special Agent in Charge (SAC) Signature

Date

FDLE SAC Printed Name

FDLE S.A.F.E. Executive Board Member Signature

Date

FDLE S.A.F.E. Executive Board Member Printed Title and Name

FUNDING REQUEST

FY23-24 STATE FINANCIAL ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA PROGRAM

PROJECT ACTIVITIES AND TIMELINE

Grant funds will be used to conduct investigations designed to combat illegal fentanyl activity as approved by the S.A.F.E. Executive Board. The Recipient will be responsible for the tasks and activities defined in the requested case, referenced below.

DESCRIPTION AND/OR CASE NAME	BUDGET REQUEST AMOUNT	ANTICIPATED START DATE	ANTICIPATED COMPLETION DATE
	\$		

- ☐ Initial Request ☐ Supplemental Request

BUDGET

Is this case being funded by another agency, grant, or other funding source?

- ☐ No
☐ Yes (please provide details below)

To support the activities defined in the referenced case, check any categories below that are anticipated costs:

- ☐ Overtime for personnel (including overtime fringe benefits)
☐ Travel Costs
☐ Supplies
☐ Contractual Service (transcription services, etc.)
☐ Equipment
☐ Training
☐ Other Costs (Title III Cost Details, Undercover Payments, etc. Explain below.):

Pre-approval for equipment and trainings is required. Please include as much information as possible in the description. Outside of investigative costs, priority will be given to send fiscally constrained counties to the appropriate drug investigation trainings.

CATEGORY	DESCRIPTION	TOTAL COST
Equipment (OCO)		
Training		
Equipment/Trainings Request Subtotal (this subtotal should be part of the total budget amount above)		

RECIPIENT CONTACT INFORMATION

RECIPIENT GRANT MANAGER		RECIPIENT CHIEF OFFICIAL		RECIPIENT CHIEF FINANCIAL OFFICER	
Name:		Name:		Name:	
Title:		Title:		Title:	
Address:		Address:		Address:	
Phone:		Phone:		Phone:	
Email:		Email:		Email:	

AGENCY INFORMATION	
Agency Name:	
FEID/FEIN:	
Remittance Address:	

I hereby certify that I have reviewed the request above and find them necessary for program activities. I am the signing authority or have been delegated as such by the appropriate official. Information regarding the signing authority is available for review if needed.

_____ Recipient Chief Official or Designee Signature	_____ Date	_____ Recipient Chief Official or Designee Printed Title and Name
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FOR FDLE USE

FDLE Case #:	
Approved Amount:	
Comments:	

_____ FDLE Special Agent in Charge (SAC) Signature	_____ Date	_____ FDLE SAC Printed Name
_____ FDLE S.A.F.E. Executive Board Member Signature	_____ Date	_____ FDLE S.A.F.E. Executive Board Member Printed Title and Name

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 11/27/2023

Prepared by: Jodi Nentwick

Title of Item:

APPLICANT REQUESTED A CONTINUANCE TO A DATE CERTAIN OF 01/08/2024 CCM:
101 S. COLORADO RESTAURANT - REZONE TO URBAN PLANNED UNIT DEVELOPMENT & SITE PLAN APPROVAL (RC):

ORDINANCE No. 2524-2023; REQUESTING APPROVAL OF AN URBAN PLANNED UNIT DEVELOPMENT TO PROVIDE RELIEF FROM VARIOUS PARKING REQUIREMENTS WITH CONCURRENT SITE PLAN APPROVAL TO CONSTRUCT A 150-SEAT WATERFRONT RESTAURANT WITHIN THE URBAN CODE DISTRICT.

Summary Explanation/Background Information on Agenda Request:

Michael McCarty, McCarty & Associates Land Planning & Design, LLC., on behalf of 101 Colorado, LLC., is seeking approval for a rezone petition requesting approval to rezone the property from Urban Waterfront to Urban Planned Unit Development and a site plan for the development of a 150-seat waterfront restaurant.

The property has a Downtown Future Land Use designation and Urban Waterfront Zoning District designation and is situated within the Boundary of the City of Stuart's Community Redevelopment Area (CRA).

On October 21, 2023, the applicant provided notification letters to thirty-three owners of property located within 300 feet of the proposed petition. One (1) public notification sign detailing the Community Redevelopment Board (CRB) and City Commission Public Hearing was posted on the premises.

The 0.23-acre property was developed in 1995 and consists of an existing 931-square-foot single-family home with an attached 252-square-foot office.

The following relief is being sought through the Urban Planned Unit Development (UPUD) from the following criteria:

- Development Director to waive the fee for the PILOP program for the removal of one (1) on-street parking space along S. Colorado Avenue.
- To allow the existing curb cut along Colorado Avenue for adequate access to the dumpster and ADA spaces.
- Requesting parking exemption in exchange, the City shall receive riparian easements for the boardwalk along the rear of the building.
- On-site parking exceeds the required 500 feet distance of the principal use.

Funding Source:

N/A

Recommended Action:

The applicant requested a continuance until the date certain after the attached email the Development

Director and Applicant decided on January 8, 2024.

ATTACHMENTS:

1. Applicant's email requesting postponement

Nentwick, Jodi

From: mike mccartylandplanning.com <mike@mccartylandp>
Sent: Thursday, November 16, 2023 12:00 PM
To: Nentwick, Jodi
Subject: Re: Please call me when you get a moment

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper opening attachments, clicking links, or responding to this email. If it shows as being from an external source, please contact the City's Technology Services personnel.

Jodi,

Will you please continue the 101 Colorado agenda item to the December 11th please.

Sincerely,

Michael T. McCarty, Principal
McCarty & Associates
Land Planning & Design, LLC
[309 SE Osceola Street, Suite 104](#)

Stuart, FL 34994
<http://www.mccartylandplanning.com>
[\(772\) 341-9322](tel:7723419322)



On Nov 16, 2023, at 9:51 AM, Nentwick, Jodi <jnentwick@ci.stuart.fl.us> wrote:

Sincerely,

Jodi
Jodi Nentwick-Kugler
[Director of Development | City of Stuart](#)
121 SW Flagler Ave. Stuart Fl. 34994
772-288-5328
<image001.jpg>

<image002.jpg>