



Southwest Ranches Town Council

REGULAR MEETING Agenda of June 11, 2020

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Doug McKay	<u>Town Council</u> Delsa Amundson Bob Hartmann Gary Jablonski	<u>Town Administrator</u> Andrew D. Berns	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Denise Schroeder		<u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MMC

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Ordinance - 1st Reading

- 8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ORDINANCE 2002-005 AND THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP) AND ADOPTING A NEW CONTINUITY OF OPERATIONS PLAN (COOP) IN ORDER TO MINIMIZE HUMAN AND PROPERTY LOSSES AND TO PRESERVE THE CONTINUANCE OF THE TOWN'S MUNICIPAL ESSENTIAL OPERATIONS IN THE EVENT OF A NATURAL OR MAN-MADE DISASTER; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO APPROVE THE PLANS; AND PROVIDING AN EFFECTIVE DATE.**

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY PROVIDING FOR THE ENFORCEMENT OF EMERGENCY ORDERS RELATED TO COVID-19 AND THE REIMBURSEMENT BY THE COUNTY TO THE TOWN FOR ENFORCEMENT FUNCTIONS RELATED TO SAID EMERGENCY ORDERS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

10. Approval of Minutes

a. May 28, 2020 Regular Meeting

11. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, *Mayor*
Denise Schroeder, *Vice Mayor*
Delsa Amundson, *Council Member*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*

Andrew D. Berns, *Town Administrator*
Keith M. Poliakoff, *JD, Town Attorney*
Russell Muniz, *Assistant Town Administrator/Town Clerk*
Martin D. Sherwood, *CPA, CGMA, CGFO, Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andy Berns, Town Administrator
FROM: Sandra Luongo
DATE: 5/9/2020
SUBJECT: Town of Southwest Ranches Comprehensive Emergency Management Plan (CEMP) & Continuity of Operations Plan (COOP)

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

In accordance with Florida Statute 252.36(b)(2), (3)(c), *Emergency Management Powers of the Governor*, an executive order or proclamation of a state of emergency shall identify whether the state of emergency is due to a minor, major, or catastrophic disaster. These categories are required to identify various emergency management proclamation authorities of the Governor. For example, under a catastrophic disaster, the proclamation constitutes a formal request for mobilization of the military, which shall be communicated to the President of the United States. The levels of emergency are:

Minor Emergency: Any emergency that is likely to be within the response capabilities of local government and results in only minimal need for state or federal assistance. Operationally, this definition translates into a Level III or Level II activation of the CEOC. (See Concept of Operations section; Levels of EOC Activation).

Major Emergency: Any emergency that will likely exceed local capabilities and require a broad range of County, State and Federal assistance. Operationally, this definition translates into a Level II or Level I activation. The State will be notified, and State and potentially Federal assistance will be required.

Catastrophic Emergency: Any emergency that will require massive State and Federal assistance, including immediate military involvement. Operationally, this definition translates into a Level I activation. The State will be notified and pre-deployed to the CEOC; potential Federal assistance will involve response as well as recovery needs.

Pursuant to F.S. Chapter 252.38, legally constituted municipalities may establish emergency management programs and develop emergency management plans in conformance with Federal, State, and County plans.

The Town's Comprehensive Emergency Management Plan (CEMP) is to serve as a guide to be followed by the Town when a disaster is declared on a Federal, State and Local governmental level.

The Town's Continuity of Operations Plan is designed to establish policy and guidance to essential roles to ensure the continued execution of Town functions continue to be performed in the event of a disaster.

Fiscal Impact/Analysis

There is no fiscal impact to approving the Town's emergency plans.

Staff Contact:

Sandy Luongo
General Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Ord_CEMP_and_COOP_2020-TA Approved	6/5/2020	Ordinance
SWR Comprehensive Emergency Management Plan (CEMP)	4/25/2020	Exhibit
SWR Continuity of Operations Plan (COOP)	4/25/2020	Exhibit
SWR Staff COOP Roles	4/25/2020	Exhibit

ORDINANCE NO. 2020- XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ORDINANCE 2002-005 AND THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP) AND ADOPTING A NEW CONTINUITY OF OPERATIONS PLAN (COOP) IN ORDER TO MINIMIZE HUMAN AND PROPERTY LOSSES AND TO PRESERVE THE CONTINUANCE OF THE TOWN'S MUNICIPAL ESSENTIAL OPERATIONS IN THE EVENT OF A NATURAL OR MAN-MADE DISASTER; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO APPROVE THE PLANS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 252.36(b)(2), (3)(c), Florida Statutes, Emergency Powers of the Governor, states an executive order or proclamation of a state of emergency shall identify whether the state of emergency is due to a disaster, and

WHEREAS, Chapter 252.38 of the Florida Statutes states that municipalities may establish emergency management plans in conformance with Federal, State, and County plans; and

WHEREAS, the Town's Comprehensive Emergency Management Plan (CEMP) is to serve as a guide to be followed by the Town when a disaster is declared on a federal, state, or local governmental level, and

WHEREAS, on June 13, 2002, the Town's first CEMP was approved and adopted by the Town Council via Ordinance 2002-005; and

WHEREAS, the Town's COOP is designed to establish policy and guidance of essential roles to ensure the continued execution of Town functions are performed in the event of a disaster; and

WHEREAS, this Ordinance amends the CEMP and adopts the new COOP plan in an effort to minimize the loss of human lives and property; and

WHEREAS, all future modifications to the CEMP and the COOP shall be made by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1: Ratification. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: Designation of Emergency Director. The Town Administrator is hereby designated as the Town's Emergency Director and is hereby granted the authority to create and implement disaster plans for the Town and to declare a "State of Local Emergency" in the event of an emergency affecting the limits of the Town of Southwest Ranches, when the Administrator, in his or her sole judgement determines that the magnitude and extent of damages will necessitate outside assistance.

Section 3: Grant of Authority. The Town Administrator is granted such authority as may be necessary to direct and coordinate the development of the emergency management mitigation, preparedness and response operations, as well as performance of public work and to take such actions as may be deemed necessary and appropriate to protect the safety, health and welfare of the residents.

Section 4: Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to approve the CEMP and COOP plans in the same form as that attached hereto as Exhibit A and B in order to effectuate the intent of this Ordinance.

Section 5: Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED ON FIRST READING this 11th day of June 2020 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2020, on a motion made by _____ and seconded by _____.

[Signatures on Next Page]

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
37048941.1

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Town of Southwest Ranches COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)



May 2020

INTRODUCTION

The Southwest Ranches Comprehensive Emergency Management Plan (CEMP) establishes a framework for the Town and contracted partners to plan the actions needed to protect the welfare of the community from the effects of emergencies and disasters. The procedures establish a framework for emergency planning, response to and rapid recovery from any emergency or disaster which could affect the Town.

PURPOSE

The purpose of this CEMP is to serve as a guide to be followed by the Town when a disaster is declared on a Federal, State, or Local governmental level. The procedure is expanded in the Town of Southwest Ranches Comprehensive Emergency Operations plan (CEOP) which describes how the Town will manage and coordinate resources and personnel during periods of major emergency. This plan focuses on the roles of personnel and actions that must be implemented prior to, during and after an emergency occurs.

Continuity of government issues will be addressed in compliance with the Town of Southwest Ranches Continuity of Operations (COOP) Plan.

Examples of emergencies that will cause activation of this procedure are; natural or environmental disasters; acts of war or terrorism; nuclear; biological; or radiological incidents, pandemics or any other event of a catastrophic or cataclysmic nature that may constitute a disaster and require appropriate community response.

POLICY

This procedure provides a breakdown of responsibilities which will include the duties of Mayor and Council, the Town Administrator, Town Staff, and contracted partners during emergency situations. The plan provides an overview of the Town of Southwest Ranches Emergency Management protocols and Emergency Operations.

The Town of Southwest Ranches has a total staff of 15 employees and have outsourced services including Code Enforcement (J.A. Medina LLC), Building Department (CAP Government Inc.), Police and Fire (Town of Davie) and the Southwest Ranches Volunteer Fire Department. All Town Staff are considered “essential” in the event of a disaster and the details of their respective duties are outlined in the CEOP.

This procedure attempts to define clearly who does what, when, where, and how, along with the legal authority to act, in order to mitigate, prepare for, respond to, and recover from the effects of natural disaster, technological accidents, and other major incidents.

This procedure shall be a guide for the Mayor, Town Council and the Town Administration and Staff in the event of a declaration of emergency by Federal, State and/or Local governments, resulting from any of the following causes such as natural or environmental disasters, acts of war or terrorism, nuclear, biological or radiological events, or any other event of a catastrophic or cataclysmic nature.

The level of response will be determined for each incident based on the severity of the incident. This decision will be based on information from Broward County EOC, Town of Southwest Ranches Administration, and staff reports.

PERSONNEL POLICY

The Town Administrator or designee will appoint or assign Town staff members and/or contractors to manage any and all circumstances involving intra-governmental or inter-governmental matters or relations, relating to an emergency and non-emergency nature as may be necessary. The Town Administrator, or designee, shall determine the need for additional governmental resources and personnel as required by the magnitude of the event or emergency.

The following is a summary of the staff functions for the Town of Southwest Ranches. Details of operations for mitigation, activations and recovery are outlined in detail in the Towns CEOP.

SUMMARY OF RISKS

The Town of Southwest Ranches is exposed to many hazards, all of which have the potential for disrupting the community, causing damage, and creating casualties. Possible natural hazards include hurricanes, floods, tornadoes, and forest and brush fires. There are also threats of incidents from such sources as nuclear, biochemical, or conventional attacks. The Town of Southwest Ranches is close to the flight path of the Fort Lauderdale/Hollywood International airport. Other disaster situations could develop from a hazardous materials accident, brushfire, nuclear power plant accident, major transportation accident, terrorism, active shooter or other types of civil disorder.

LOCAL GOVERNMENT RESPONSIBILITIES

1. In order to protect life and property from the effects of emergencies, local government is responsible for all emergency management activities. When operating under such conditions, the Town of Southwest Ranches will utilize all available resources from within the Town, including voluntary and private assets.
2. If the emergency exceeds Town of Southwest Ranches capabilities to respond, assistance will be requested from other jurisdictions and the Florida Division of Emergency Management (FDEM). Upon a Presidential declaration, assistance as requested by the State, Broward County will make requests to the State on behalf of the municipalities.
3. Consistent with the commitment to comprehensive emergency management, this plan addresses major emergency situations that may develop in the Town other than those for which the military is primarily responsible. It outlines activities that address mitigation, preparedness, response and recovery. The plan emphasizes the capabilities of the Town of Southwest Ranches to respond and accomplish short-term recovery.
4. The Town of Southwest Ranches, in coordination with the county and other municipal governments, will cooperate to the fullest extent with all applicable agencies in coordination for emergency operations and the NIMS emergency response system.
5. The Town of Southwest Ranches will commit services and resources in order to save lives and protect property. Therefore, all persons assigned to the MEOC will have the authority to commit all of the Town's resources.
6. In addition to Town staff, response agencies consist of Davie Police and Fire Departments who have contracted with the Town of Southwest Ranches to provide such services and the Southwest Ranches Volunteer Fire Department.
7. The Town communicates with Broward County through WebEOC and will have a presence at the Broward EOC in Plantation in the event of a disaster.
8. Additional needs may be met by other local governments, agencies and/or organizations through mutual aid or MOUs. After these sources have been exhausted, additional resources will be

requested from FDEM and other agencies via Broward County.

9. The Public Information Officer (PIO) in concert with the Emergency Manager, Town Administrator, or designee, will coordinate the release of all emergency information.
10. If a department requests functional support from another agency or organization, assigned personnel and resources will be coordinated by the agency through WebEOC.

DIRECTION AND COORDINATION

1. The person responsible for emergency management within the Town of Southwest Ranches will be the Town of Southwest Ranches Town Administrator, to be known as Incident Command. Incident Command provides direction to the Emergency Manager and may assign duties to the Emergency Manager as he/she deems appropriate.
2. The Emergency Manager or designee will coordinate the efforts of Section Chiefs responsible for plan development of Standard Operating Procedures (SOP's) and major revisions. The plan will be reviewed annually before June 1 and revisions completed, as necessary.
3. All Town of Southwest Ranches staff are considered essential. The Emergency Manager provides direction and coordination for the MEOC. If required, emergency operations will be conducted within the MEOC. Either full or partial activation may be required based on the severity of the emergency situation. However, if the situation warrants, the Town of Southwest Ranches Emergency Manager may request that the agency or organization with ESF responsibility report to the site of the emergency.
4. As required, the combined communications systems of the Town of Southwest Ranches, and (as available) other town/county emergency response agencies will be utilized to ensure communication with appropriate agencies and organizations.
5. Upon Declaration of a State of Emergency by the Governor, State resources may be obtained under the auspices of the Florida Division of Emergency Management (FDEM) as transmitted through the Broward County warning point.

PHASES OF EMERGENCY MANAGEMENT

MITIGATION: Activities that may prevent the occurrence of an emergency or reduce the community's vulnerability and/or minimize the adverse impact of disasters or emergencies. A preventable measure, for instance, is the enforcement of local building codes to minimize such situations.

PREPAREDNESS: Activities that exist prior to an emergency to support and enhance disaster response. Planning, training, exercises, community awareness and education are among such activities.

RESPONSE: Activities that address the immediate and short-term effects of an emergency or disaster. Response activities help to reduce both casualties and damage, and speed recovery. Response activities include use of the Nationwide Incident Management System (NIMS) for direction and coordination, Resident warnings, evacuation and other similar operations.

RECOVERY: Activities involve restoring the community to a normal state.

- **Short Term Recovery** includes damage assessment and the return of vital functions, such as utilities and emergency services, to minimum operating standards.
- **Long Term Recovery** includes the return of all government and governmental services to normal operations at their pre-disaster levels. When rebuilding and re-location is necessary due to damaged property, long-term recovery activities may continue for years.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

The Emergency Manager, and/or other personnel as assigned to their ESF position is responsible for the following:

1. Assist in development and coordination of staff's emergency roles to ensure necessary planning;
2. Brief and train staff and volunteers as well as conduct periodic exercises to evaluate support function responsibilities;
3. Manage the Municipal EOC for operational readiness;
4. Coordinate issues with other municipal emergency management agencies, Broward County Office of Emergency Management (BEMA), FDEM, Davie PD and Fire Rescue, SWR Volunteer Fire Department and other emergency response organizations;
5. Maintain a list of all agency contacts including cellular, home telephone, fax, and pager numbers;
6. Provide requested assistance in creation of Policies and Procedures for all ESFs;
7. Update, maintain and distribute this plan and all major revisions to agencies and organizations contained on the distribution list;
8. Advise Town of Southwest Ranches officials, and agencies with ESF responsibilities on the nature, magnitude, and possible effects of an emergency
9. Develop and maintain the ESF and appropriate Policies and Procedures in conjunction & cooperation with the Emergency Manager and other supporting agencies;
10. Assign agency and organization personnel with emergency authority to work on planning, mitigation, preparedness and response issues and commit resources;
11. If needed, negotiate and prepare MOU's impacting the specific ESF, in cooperation with the Emergency Manager or designee; and
12. Detailed records of expenditures are required by all agencies and organizations responding to a disaster for possible reimbursement, such as through an authorized federal declaration.

NATIONWIDE INCIDENT MANAGEMENT SYSTEM (NIMS)

It is the policy of the Town of Southwest Ranches to adopt and utilize the NIMS system. All Departments will adopt, provided training for and utilize the NIMS system during emergency operations. This includes implementation of a modular command structure and sectoring of responsibilities as necessary.

INTRODUCTION

NIMS is designed to coordinate the use of resources from different agencies (both public and private) and allow them to meld into a single seamless organization.

Benefits of this concept include:

- Consistency in team and agency functions
- Efficiency of communications in emergency operations
- Common terminology
- Unified command structure
- Consolidated action plans
- Manageable span of control

RESPONSIBILITIES

It is the responsibility of the Emergency Manager to insure Compliance with NIMS. New employees will have six months to complete the applicable NIMS courses to become NIMS compliant.

SUMMARY OF THE CONCEPT OF OPERATIONS

The Town of Southwest Ranches will utilize the National Incident Management System (NIMS), the Incident Command System (ICS), and structured to the Broward Emergency Management Division (BEMD) plan criteria as the basic operational framework to respond to emergency situations. At the time of a disaster, the Town Administrator, Emergency Manager and other key staff will coordinate operations from the Town Municipal Emergency Operations Center at Town of Southwest Ranches Town Hall at 13400 Griffin Road. From this location the Town will coordinate and prioritize field operations by its Operations, Logistic, Finance and Planning Sections, as well as coordinate requests for County, State and Federal assistance to the Town with the Broward County Emergency Operations Center.

ACTIVATION

LEVEL 1 - Full Scale Activation - In this activation, all primary and support agencies are notified. The Town of Southwest Ranches will be staffed by Emergency Management personnel and all Emergency Support Functions.

LEVEL 2 - Partial Activation - This is limited Department activation. All primary, or lead, Emergency Support Functions are notified. The Town of Southwest Ranches Field Operations Center will be staffed by Emergency Management personnel and necessary Emergency Support Functions

LEVEL 3 - Monitoring Activation - Level 3 is typically a "monitoring" phase.

ROLES AND RESPONSIBILITIES

The Mayor or designee shall be the Town of Southwest Ranches official representative to the Federal, State and Local government elected officials in all matters related to the Town's Comprehensive Emergency Operating Plan. The Town Council may be assigned to pre-establish areas of responsibility within the Town of Southwest Ranches. The Town Administrator shall have overlapping responsibilities and shall assist Council members in communicating relevant information to all residents and businesses located within the geographical area of the Town as required by the magnitude of the event or emergency.

AUTHORITY TO DECLARE EMERGENCY

Pursuant to F.S. Chapter 252, whenever there shall occur within the Town a natural or manmade disaster or emergency, or the occurrence or threat of one that is imminent and requires immediate and expeditious action, a state of emergency is declared by the Town Administrator.

CONTENTS OF DECLARATION

- A. The state of emergency shall be declared by a resolution of the Town Administrator, and the state of emergency shall continue until the Town Administrator finds that the threat or danger no longer exists.
- B. The state of emergency resolution shall provide the following:

1. Specify the nature of the emergency.
2. Designate by appropriate boundaries the area or areas affected.
3. The conditions which have brought the emergency about or which make possible its termination.
4. Recite additional matter as is deemed necessary to effectuate the emergency powers prescribed herein.
5. The Governor may request Federal assistance if a disaster occurs and the situation exceeds the capability of the state to respond. Upon a Presidential Declaration, federal disaster assistance is available.

EMERGENCY POWERS

Upon the declaration of a state of emergency, pursuant to this chapter, the Town Administrator shall have the power to impose by authority and powers granted the Town under F.S. Chapter 252 as it now is or as it may be amended, necessary to protect the health, safety and welfare of the Town.

UNLAWFUL ACTS DURING EMERGENCY

It shall be unlawful to violate any order which is issued during an emergency when the order is included in any proclamation of emergency and is issued for the purpose of protecting life and property.

ACTIVATION AND RESPONSE

LEVEL 3 - Monitoring Activation - Low- Guarded Condition

Mayor and Town Council members, Town Administrator and Emergency Manager shall monitor all events of a potentially threatening nature prior to the establishment of a declared emergency or other situation as may be necessary. The Town Administrator or designee may advise the Mayor and Town Council of all situations that pose a potential danger to the community or the governmental organization. No other individual actions or activation of the Town of Southwest Ranches is required at this time.

LEVEL 2 - Partial Activation - Elevated to High Condition

Mayor and Town Council members shall monitor and prepare for events of a potentially threatening nature prior to the establishment of a declared emergency or any other situation as may be necessary. The Town Administrator or designee shall advise the Mayor and Town Council of all incidents that pose a potential or imminent danger to the community or the government. The Mayor and Council shall communicate with the Town Administrator or designee regarding the status of the Town of Southwest Ranches emergency preparedness activities. Limited activation of the Town of Southwest Ranches may be necessary at this time.

LEVEL 1 - Full Scale Activation - Severe Condition

The Town Administrator or designee shall advise the Mayor and Town Council of all activities underway within the Town of Southwest Ranches during the incident posing potential or imminent danger to the residents and businesses within the community. The Mayor and Council shall communicate with the Town Administrator or designee regarding the status of the Town of Southwest Ranches emergency preparedness activities within their respective districts and other related issues. Full activation of the Town of Southwest Ranches MEOC and public safety response shall continue as necessary.

RECOVERY – Post Incident

The Town Administrator or designee shall advise the Mayor and Town Council of all post-incident activities underway within the Town of Southwest Ranches posing potential or imminent danger to the residents and businesses within the community. The Mayor and Council shall communicate with the Town Administrator or designee regarding the status of the Town of Southwest Ranches emergency preparedness activities in their respective districts and other related issues. Full activation of the Town of Southwest Ranches Field Operations Center and public safety response shall continue as necessary. When appropriate the Town Administrator or designee shall provide a “snapshot” of the Town of Southwest Ranches post-incident status. The Town PIO or designee shall coordinate all public announcements or messages provided to the community.

TOWN ADMINISTRATOR OR DESIGNEE AND/OR EMERGENCY MANAGER

POLICY

This procedure shall be a guide for the Town Administrator or designee and/or Emergency Manager in the event of a declaration of emergency by Federal, State and/or Local governments, resulting from any of the following causes: natural or environmental disasters; acts of war or terrorism; nuclear, biological or radiological events; or any other event of a catastrophic or cataclysmic nature.

PERSONNEL POLICY

All Town staff shall have access to and have knowledge of contents and materials within this emergency management procedure. As a component of this procedure and the CEOP, the Town Administrator will direct the Emergency Manager to maintain a current hurricane policy which shall serve as a guide within the Emergency Support Functions that they are responsible for during hurricane season. The hurricane policy will contain an overview of storm categories, including all appropriate definitions of storm watches and warnings. It will also include specific duties and responsibilities related to the levels of activation and the response alert system. The response alert process will include certain responsibilities which are required to be performed during these specific phases to insure Department/function readiness.

Staff may be assigned to emergency duty by the Town Administrator, or designee, and/or Emergency Manager in the event of a critical incident, disaster or other such emergency situation. It is the staff member’s responsibility to be prepared to respond in emergency situations. Staff is responsible for providing all current personal contact information to the office of the Town Administrator for the purpose of contact during emergency situations. The Town Administrator or designee or Emergency Manager will communicate to Town Staff what their responsibilities are during critical incident, disaster or other such emergency situation. These responsibilities will follow a channel of communication based on assignment of Emergency Support Functions.

EMERGENCY CONTACT LIST

It is the responsibility of the Emergency Manager to have available for Town Staff an emergency contact list of all key Town personnel who are to be notified in emergency situations, including emergency contact numbers of the Mayor and Town Council.

It shall be the responsibility of the Town Administrator, or PIO, to serve as a point of communication between Mayor and Town Council and Emergency Manager if necessary, during the response planning

stage, actual deployment of personnel during field operations, and post incident communications.

ACTIVATION AND RESPONSE

LEVEL 3 - Monitoring Activation - Low to Guarded Condition

The Town Administrator, or designee and/or Emergency Manager shall monitor all events of a potentially threatening nature prior to the establishment of a declared emergency or other situation as may be necessary. The Town Administrator or designee may advise the Mayor and Town Council of all situations that pose a potential danger to the community or the governmental organization. No other individual actions or activation of the MEOC is required at this time.

LEVEL 2 - Partial Activation - Elevated to High Condition

The Town Administrator, or designee and/or Emergency Manager shall monitor events and prepare for response by the Town Section Chiefs as defined by the declared emergency or other situation as may be necessary. The Town Administrator shall have the authority in conjunction with the Federal, State and Local government to declare an emergency when required for full activation of response. The Town Administrator, or designee, shall advise the Mayor and Town Council of the status of all activities undertaken by the Town of Southwest Ranches in preparation or response to a potential or imminent danger to the community or the government. The Town Administrator shall communicate with the Mayor and Council regarding the status of the Town of Southwest Ranches emergency preparedness activities and or related issues. Full activation of the Town of Southwest Ranches MEOC may be necessary at this time.

LEVEL 1 - Full Scale Activation - Severe Condition

The Town Administrator, or designee and/or Emergency Manager shall oversee all activities during the active incident as may be necessary. The Town Administrator or designee shall advise the Mayor and Town Council of all activities underway within the Town of Southwest Ranches during the incident posing potential or imminent danger to the residents and businesses within the community. The Town Administrator, or designee, shall communicate with the Mayor and Council regarding the status of the Town of Southwest Ranches emergency preparedness activities within their respective districts and other related issues. Full activation of the Town of Southwest Ranches MEOC and public safety response shall continue as necessary.

RECOVERY – Post Incident

The Town Administrator, or designee and/or Emergency Manager shall oversee the post-incident phase. The Town Administrator or designee and/or Emergency Manager shall advise the Mayor and Town Council of all post-incident activities underway within the Town of Southwest Ranches posing potential or imminent danger to the residents and businesses within the community. The Town Administrator shall communicate with the Mayor and Council regarding the status of the Town of Southwest Ranches emergency preparedness activities. Full activation of the Town of Southwest Ranches MEOC and public safety response shall continue as necessary. When appropriate, the Town Administrator or designee and/or Emergency Manager shall be prepared to provide an overview of the Town of Southwest Ranches post-incident status. The Town PIO shall coordinate and dissemination of all public announcements or messages provided to the community.

SECTION RESPONSIBILITIES

ROLES AND RESPONSIBILITIES

The Section and Branch Chiefs of the Emergency Service Functions (ESF) or designees which are outlined in this procedure are responsible for coordinating and directing resources and staff required responding to a critical incident. Initially, the Chiefs will be the responsible authority to deal with and handle the critical incident as necessary. Expanded information is located in the Town of Southwest Ranches CEOP.

UNIFIED COMMAND

During an incident that requires activation of the Town of Southwest Ranches MEOC, the Town Administrator will establish a Unified Command. This Unified Command consist of the Town Administrator, Assistant Town Administrator/ PIO, and the Emergency Manager and will work collectively to provide direction and guidance to all personnel and responding departments/agencies involved in the incident. Through the process lead roles in handling phases of the situation may change.

The Unified Command will also provide direction and guidance to other responding Emergency Service providers, Governmental agencies, and other responding emergency workers to establish appropriate channels of communication based on situational requirements in field level operations.

EMERGENCY SERVICES

The Chief of the Fire Rescue Department or designee, who oversees the Fire Rescue response, will maintain an emergency operations plan. This plan, either defined by policy or in place as procedure, will guide the Fire Rescue response to issues within the Town. As a component of this emergency operating plan, a current hurricane policy will be prepared which shall serve as a guide within this Section during hurricane season. The hurricane policy will contain an overview of storm categories, including all appropriate definitions of storm watches and warnings.

It will also include specific duties and responsibilities related to the levels of activation and the response alert system. The response alert process will include certain responsibilities which are required to be performed during these specific phases to insure Department/function readiness.

The Chief of the Fire Rescue Department, or designee, within the means provided by the Town, will ensure that personnel assigned to this Section will be prepared and in a state of readiness to respond to incidents that may arise, including natural or environmental disaster; acts of war or terrorism; nuclear; biological or radiological incidents; or any other event of a catastrophic or cataclysmic nature that may constitute a disaster and require appropriate response.

The Chief of the Fire Rescue Department, or designee, will maintain a channel of communication with the Emergency Manager as necessary, to communicate and advise information concerning planning, risk assessment and incident response. This information is crucial to communicating need for required support, resources and any other significant needs that may arise during a critical incident.

For additional details or information, authorized individuals are to refer to the specific operational plan or practice of this ESF function. Expanded information of ESF functions is located in the Town of

Southwest Ranches CEOP.

LAW ENFORCEMENT GROUP

The Chief of the Police Department or designee, who oversees the Law Enforcement Branch, will maintain an emergency operations plan. This plan, either defined by policy or in place as procedure, will guide the Law Enforcement response to issues within the Town. As a component of this plan, a current hurricane policy will be prepared which shall serve as a guide within this Branch during hurricane season. The hurricane policy will contain an overview of storm categories, including all appropriate definitions of storm watches and warnings. It will also include specific duties and responsibilities related to the levels of activation and the response alert system. The response alert process will include certain responsibilities which are required to be performed during these specific phases to insure Department/function readiness.

The Chief of the Police Department, or designee, within the means provided by the Town, will ensure that personnel assigned to this Branch will be prepared and in a state of readiness to respond to incidents that may arise, including natural or environmental disasters; acts of war or terrorism; nuclear, biological or radiological incidents; or any other event of a catastrophic or cataclysmic nature that may constitute a disaster and require appropriate response.

The Chief of the Police Department, or designee, will maintain a channel of communication with the Operation Section, as necessary, to communicate and advise information concerning planning, risk assessment and incident response. This information is crucial to communicating need for required support, resources and any other significant needs that may arise during a critical incident. The Chief of the Police Department, or designee, will communicate all necessary information to the Emergency Manager in order to assist them in the process of their duties and responsibilities of ESF activities that overlap in function during response phase of this plan.

For additional details or information, authorized individuals are to refer to the specific operational plan or practice of this ESF function. Expanded information of ESF functions is located in the Town of Southwest Ranches CEOP.

FINANCE SECTION

The Finance Director or designee, who oversees the Finance Section, will maintain an emergency operations plan. This plan, either defined by policy or in place as procedure, will guide the Finance Section response to issues within the Town. As a component of this emergency operations plan, a current hurricane policy will be prepared which shall serve as a guide within this Section during hurricane season. The hurricane policy will contain an overview of storm categories, including all appropriate definitions of storm watches and warnings. It will also include specific duties and responsibilities related to the levels of activation and the response alert system. The response alert process will include certain responsibilities which are required to be performed during these specific phases to insure Department/function readiness.

The Finance Section Chief, within the means provided by the Town, will ensure that personnel assigned to this Section will be prepared and in a state of readiness to respond to incidents that may arise, including a natural or environmental disasters; acts of war or terrorism; nuclear; biological or radiological incidents; or any other event of a catastrophic or cataclysmic nature that may constitute

a disaster and require appropriate response. This function will be responsible and will employ measures to identify, acquire, and deploy the use of resources needed to respond to the pre and post incident in order to provide support assistance, and/or resolve matters created by either man made or natural disasters.

The Finance Section Chief, will maintain a channel of communication with the Emergency Manager as necessary, to communicate and advise of information concerning planning, risk assessment and incident response. This information is crucial to communicating need for required support, resources and any other significant needs that may arise during a critical incident.

The Finance Section Chief, will communicate all necessary information to the Emergency Manager in order to assist them in the process of their duties and responsibilities of ESF information that overlap in function.

The Finance Section will include assistance and support from the Town of Southwest Ranches Finance, and Legal Departments.

For additional details or information, authorized individuals are to refer to the specific operational plan or practice of this ESF function. Expanded information of ESF functions is located in the Town of Southwest Ranches CEOP.

PLANNING AND OPERATIONS SECTIONS

The Planning and Operations Section includes the support functions that includes measures to identify, plan, and acquire the use of resources needed to anticipate, prevent, and/or resolve a threat, either man made or by natural disaster. These responsibilities include all Town facilities, roads and right of ways, Risk Management, Asset Management and Debris Management.

The Planning and Operations Managers or designee, will maintain an emergency operations plan. This plan, either defined by policy or in place as procedure, will guide the Planning Section response to issues within the Town. As a component of this emergency operations plan, a current hurricane policy will be prepared which shall serve as a guide within this Section during hurricane season. The hurricane policy will contain an overview of storm categories, including all appropriate definitions of storm watches and warnings. It will also include specific duties and responsibilities related to the levels of activation and the response alert system. The response alert process will include certain responsibilities which are required to be performed during these specific phases to insure

The Planning Section and Operations Section Chiefs, within the means provided by the Town, will ensure that personnel assigned to these Sections will be prepared and in a state of readiness to respond to incidents that may arise, including a natural or environmental disasters; acts of war or terrorism; nuclear; biological or radiological incidents; or any other event of a catastrophic or cataclysmic nature that may constitute a disaster and require appropriate response. This function will be responsible and will employ measures to identify, acquire, and deploy the use of resources needed to respond to the pre and post incident in order to provide support assistance, and/or resolve matters created by either man made or natural disasters.

The Planning Section and Operations Section Chiefs will maintain a channel of communication with

the Emergency Manager as necessary, to communicate and advise information concerning planning, risk assessment and incident response. This information is crucial to communicating need for required support, resources and any other significant needs that may arise during a critical incident.

The Planning Section and Operations Section Chiefs will communicate all necessary information to the Emergency Manager in order to assist them in the process of their duties and responsibilities of ESF information that overlap in function.

For additional details or information, authorized individuals are to refer to the specific operational plan or practice of this ESF function. Expanded information of ESF functions is in the Town of Southwest Ranches CEOP.

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Town of Southwest Ranches
CONTINUITY OF OPERATIONS
PLAN
(COOP)



May 2020

Pursuant to Florida Statutes, Chapter 252.365: *Emergency Coordination Officers; disaster-preparedness plans*, this Continuity of Operations Plan (COOP) establishes policy and guidance to ensure the continued execution of the mission-essential functions for the Town of Southwest Ranches in the event that an emergency threatens or incapacitates operations, and requiring the relocation of selected personnel and functions of Town Hall located at 13400 Griffin Road, Southwest Ranches Florida 33330 to:

1. Ensure the Town of Southwest Ranches is prepared to respond to emergencies, recover from them, and mitigate their impact.
2. Ensure that the Town of Southwest Ranches is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated.

Scope

The COOP is intended as a flexible framework to guide the Town of Southwest Ranches in managing all safety-security threats, emergencies and disasters. The COOP defines the role and responsibilities of the Town's staff in the event of adverse safety conditions and/or natural or man-made emergencies.

The Town of Southwest Ranches must ensure its operations are performed efficiently with minimal disruption, especially during an emergency. This document provides planning and program guidance for implementing the Town's Continuity of Operations Plan and programs to ensure the organization is capable of conducting its essential missions and functions under all threats and conditions.

Continuity personnel must establish an operational capability and perform Essential Functions within 12 hours from the time of the activation of the Continuity Plan, for up to a 30-day period or until normal operations can be resumed.

This document provides planning and program guidance for implementing the Town's Continuity of Operations Plan and programs to ensure the organization is capable of conducting its essential missions and functions under all threats and conditions. While the severity and consequences of an emergency cannot be predicted, effective contingency planning can minimize the impact on the Towns' missions, personnel, and facilities.

The overall purpose of Continuity of Operations planning is to ensure the Continuity of the National Essential Functions (NEFs) under all conditions. The current changing threat environment and recent emergencies, including acts of nature, accidents, technological emergencies, and military or terrorist attack-related incidents have increased the need for viable Continuity of Operations capabilities and plans that enable organizations to continue their Essential Functions across a spectrum of emergencies. These conditions, coupled with the potential for terrorist use of weapons of mass destruction, have increased the importance of having Continuity programs that ensure Continuity of essential government functions across the Federal Executive Branch.

This Continuity Plan ensures the Town of Southwest Ranches is capable of conducting its essential missions and functions under all threats and conditions, with or without warning.

SITUATION OVERVIEW

According to NSPD 51/HSPD 20, it is the policy of the United States to maintain a comprehensive and effective Continuity capability composed of Continuity of Operations and Continuity of Government programs in order to ensure the preservation of our form of government under the Constitution and the continuing performance of National Essential Functions under all conditions. Continuity requirements shall be incorporated into daily operations of all Federal Executive Branch organizations.

Further, Continuity planning must be based on the assumption that organizations will not receive warning of an impending emergency.

PLANNING ASSUMPTIONS

This Continuity Plan is based on the following assumptions:

- An emergency condition may require the relocation of staff members to work at a remote location such as their homes or other temporary facility such as a trailer that has been secured for this purpose.
- The Town will support staff members and the continuation of Essential Functions by available communications and information systems within 12 hours or less from the time the Continuity Plan is activated, for potentially up to a 30-day period or until normal operations can be resumed

OBJECTIVES

The Town's Continuity objectives are listed below:

- 1) Ensure that the Town can perform its Essential Functions, under all conditions.
- 2) Reduce the loss of life and minimize property damage and loss.
- 3) Execute a successful Order of Succession with accompanying authorities in the event a disruption renders the Town's leadership unable, unavailable, or incapable of assuming and performing their authorities and responsibilities of the office.
- 4) Reduce or mitigate disruptions to operations.
- 5) Ensure that the Town has facilities where it can continue to operate during a Continuity event.

- 6) Protect essential facilities, equipment, records, and other assets, in the event of a disruption.
- 7) Achieve the Town's timely and orderly recovery and reconstitution from an emergency.
- 8) Ensure and validate Continuity readiness through a dynamic and integrated Continuity Test, Training, and Exercise program and operational capability.

SECURITY AND PRIVACY STATEMENT

This Continuity Plan is for Official Use Only. Portions of this Continuity Plan contain information that raises personal privacy or other concerns, and those portions may be exempt from mandatory disclosure under the Freedom of Information Act (see 5 U.S.C §552, 41 CFR Part 105-60). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with and is not to be released to the public or other personnel who do not have a valid "need to know" without prior approval of the Town Administrator.

Some of the information in this Plan, if made public, could endanger the lives and privacy of employees. In addition, the disclosure of information in this Plan could compromise the security of essential equipment, services, and systems of the Town or otherwise impair its ability to carry out Essential Functions. Distribution of the Continuity Plan in whole or in part is limited to those personnel who need to know the information in order to successfully implement the Plan.

The Town Administrator will distribute copies of the Continuity Plan on a need to know basis. In addition, copies of the Plan will be distributed to other organizations as necessary to promote information sharing and facilitate a coordinated interagency Continuity effort. Further distribution of the Plan, in hardcopy or electronic form, is not allowed without approval from the Town Administrator. The Town Administrator will distribute updated versions of the Continuity Plan annually or as critical changes occur.

PHASE I: READINESS AND PREPAREDNESS

The Town participates in Readiness and Preparedness activities to ensure its personnel can continue Essential Functions in an all-hazard risk environment. The Town's readiness activities are divided into two key areas:

- Organization readiness and preparedness
- Staff readiness and preparedness

Organization Readiness and Preparedness

The Town has identified the following activities to undertake for each threat level.

Threat Alert	Threat Condition Criteria	Organization Potential Response
Imminent Threat Alert	Warns of credible, specific, and impending terrorist threat against the United States.	Activate the Town’s Continuity of Operations Plan. Alert Town’s Emergency Response Group.
Elevated Threat Alert	Warns of credible non-specific terrorist threat against the United States.	The Town reviews the Continuity of Operations Plan and Procedures. The Town places the Continuity of Operations Team on alert.

Staff Readiness and Preparedness

The personnel must also prepare for a Continuity event. Town personnel should plan in advance what to do in an emergency and should develop a Family Support Plan to increase personal and family preparedness. To develop your Family Support Plan, use the templates available at www.ready.gov. This site includes a “Get Ready Now” pamphlet, which explains the importance of planning and provides a template that you and your family can use to develop your specific plan.

Town Continuity personnel have the responsibility to create and maintain go-kits. Continuity personnel are responsible for carrying the kits to the Continuity Facility or pre-storing the kits at the Continuity site. A sample of what items should be included in the go-kits, but not limited to in are in the following table. The contents of each individual go-kit should be reviewed by each staff member on an annual basis.

The roles of essential staff is located in **Attachment A** of the Continuity Plan.

Sample Go Kit	
<ul style="list-style-type: none"> • Laptop or Tablet, charger, jump drives • Government ID card • Driver's license • Health insurance card • Vehicle Insurance • Personal charge card • Communication equipment • Town issued cell phone • Personal cell phone • Hand-carried essential records • Maps of surrounding area 	<ul style="list-style-type: none"> • Town Continuity Plan • Town Emergency Management Plan • Town Emergency Operations Manual (SOP's) • Toiletries • Bottled water and non-perishable food (i.e., granola, dried fruit, etc.) • Insurance information • Prescription drugs (30-day supply) & Over-the-counter medications, dietary supplements • Other supplies needed for your job function such as boots, cones, rain gear, etc.

PHASE II: ACTIVATION

To ensure the ability to attain operational capability at Continuity sites and with minimal disruption to operations, the Town has developed activation plans, which are captured in the following sections.

Decision Process Matrix

Based on the type and severity of the emergency situation, the Town's Continuity Plan may be activated by one of the following methods:

1. The President may initiate Federal Executive Branch Continuity activation.
2. The Governor of the State of Florida declares a State of Emergency or Continuity activation.
3. The Town Administrator, or designee, may initiate the Continuity Plan activation for the entire Town based on an emergency or threat directed at the organization.

Continuity Plan activation is a scenario-driven process that allows flexible and scalable responses to the full spectrum of emergencies and other events that could disrupt operations with or without warning during duty and non-duty hours. Continuity Plan activation is not required for all emergencies and disruptive situations since other actions may be deemed appropriate. The decision to activate the Town's Continuity Plan and corresponding actions to be taken are tailored for the situation, based upon projected or actual impact and severity that may occur with or without warning. Decision-makers may use the below decision matrix to assist in the decision to activate the Continuity Plan.

Decision Matrix for Continuity Plan Implementation

Event With Warning	<ul style="list-style-type: none"> • Is the threat aimed at Town facilities or surrounding area? • Is the threat aimed at Town dignitaries or personnel? • Are employees unsafe remaining in facilities and/or area?
Event Without Warning	<ul style="list-style-type: none"> • Are the facilities affected? • Are personnel affected? Have personnel safely evacuated or are they sheltering-in-place? • What are instructions from first responders? • How soon must the organization be operational?

As the decision authority, the Town Administrator will be kept informed of the threat environment using all available means including national/local reporting channels, and news media. The Town will evaluate all available information relating to:

- Direction and guidance from higher authorities;
- The health and safety of personnel;
- The ability to execute Essential Functions;
- Changes in readiness or advisory levels;
- Intelligence reports;
- The potential or actual effects on communication systems, information systems, office facilities, and other vital equipment; and,
- The expected duration of the emergency situation.

Alert and Notification Procedures

The Town Administrator is responsible for communicating and coordinating activities with Town Council, Town Attorney and Town personnel before, during, and after a Continuity event.

In the event normal operations are interrupted or if an incident appears imminent, The Town will take the following steps to communicate the organization’s operating status with all staff:

- The Town Administrator will notify Town Council, Town Attorney, Staff and affective and interdependent entities of the Continuity Activation. Information to be relayed will include Continuity activation status,

operational and communication status, and the anticipated duration of relocation.

- The Emergency Manager will notify Broward County Emergency Management of the Continuity activation. Information to be relayed will include Continuity activation status, operational and communication status, and the anticipated duration of relocation.
- Town personnel will notify family members, next of kin, and/or emergency vendors and other contacts of the Continuity Plan activation.

Relocation Process

Upon activation, the Town Continuity personnel deploy to the assigned Continuity facility to perform the Towns Essential Functions and other Continuity tasks.

Emergency procedures during duty hours with or without a warning are as follows:

- Continuity personnel will depart to the Continuity Facility from the Town Hall or their current location.
- Individuals who are not Continuity personnel present at the Town Hall at the time of an emergency notification will receive instructions from the Town Administrator. In most scenarios, staff members will be directed to proceed to their homes or to other Town facilities to wait for further guidance.

Emergency procedures during non-duty hours with or without a warning are as follows:

- Each Continuity staff member will depart to the Continuity Facility from his/her current location.
- Individuals who are not Continuity personnel will remain at their residence to wait for further instructions.

In the event of an activation of the Continuity Plan, the Town may need to procure necessary personnel, equipment, and supplies not already in place for Continuity operations on an emergency basis.

PHASE III: CONTINUITY OPERATIONS

Upon activation of the Continuity of Operations Plan, the Town will continue to operate at Town Hall until ordered to cease operations by the Town Administrator. At that time, Essential Functions will transfer to the Continuity facility. The Town must ensure that the Continuity Plan can become operational within the minimal acceptable period within 12 hours of plan activation.

Town Continuity personnel must first prepare the site for activation. Upon arrival at the Continuity facility, the advance team will:

- Ensure infrastructure systems, such as power and HVAC are functional;

PHASE IV: RECONSTITUTION OPERATIONS

During Continuity operations, Town staff must assess the status of the personnel, assets, facilities, and infrastructure affected by the event.

Reconstitution procedures will commence when the Town Administrator or other authorized person ascertains that the emergency situation has ended and is unlikely to reoccur. These Reconstitution plans are viable regardless of the level of disruption that originally prompted implementation of the Continuity of Operations Plan. Once the Town Administrator has made this determination in coordination with other Federal and/or other applicable authorities, one or a combination of the following options may be implemented, depending on the situation:

- Continue to operate from the Continuity facility;
- Reconstitute Town Hall and begin an orderly return to the facility;

Prior to relocating to Town Hall or another facility, Town staff will conduct appropriate security, safety, and health assessments to determine building suitability. In addition, Town Staff will verify that all systems, communications, and other required capabilities are available and operational and that the Town is fully capable of accomplishing all Essential Functions and operations at the new or restored facility.

Upon verification that the required capabilities are available and operational and that the Town is fully capable of accomplishing all Essential Functions and operations at the new or restored facility, Town staff will begin supervising a return of personnel, equipment, and documents to the normal operating facility or a move to another temporary or permanent primary operating facility.

The Town will identify lessons learned, best practices, and improvement needs. This includes developing an After-Action Report/Improvement Plan for the purposes of summarizing the Reconstitution event; identifying opportunities to improve and enhance the organization's Continuity program, plans, and capabilities; and, developing an approach to implementing improvements. The Town Emergency Manager has the responsibility for initiating and completing the After-Action Report (AAR).

Direction, Control, and Coordination

During an activation of the Continuity Plan, the Town Administrator maintains responsibility for direction and control of the Town. Should the Town Administrator become unavailable or incapacitated; the organization will follow the directions of the Assistant Town Administrator.

Communications

The Town has identified available and redundant critical communication systems located at Town Hall and Continuity facility utilizing emergency cell phones and WebEOC, Code Red and other social media when applicable.

All necessary and required communications and IT capabilities must be operational as soon as possible following Continuity activation and, in all cases, within 12 hours of Continuity activation.

Plan Development and Maintenance

The Emergency Manager is responsible for maintaining the Town's Continuity of Operations Plan.

This Continuity Plan, Essential Functions, and supporting activities will be reviewed by The Town Administrator, Assistant Town Administrator and Emergency Manager and updated by April 1st of each year as part of the annual maintenance of Continuity plans and procedures. Comments or suggestions for improving this Plan may be provided to the Emergency Manager at any time.

Authorities and References

the Continuity Plan should include operational checklists which is a simple tool that ensures all required tasks are accomplished so that the organization can continue operations at an alternate location. Checklists may be designed to list the responsibilities of a specific position or the steps required to complete a specific task.

Sample operational checklists may include:

- Emergency Calling Directory
- Emergency Relocation Group Checklist
- Essential Functions Checklist
- Emergency Operating Records
- IT Checklist
- Emergency Equipment Checklist

ESSENTIAL RECORDS MANAGEMENT

“Essential records” refers to information systems and applications, electronic and hardcopy documents, references, and records, to include classified or sensitive data, needed to support Town staff during a Continuity event. The Town has incorporated its essential records program into the overall Continuity program, plans, and procedures.

The Town’s essential records program incorporates into the overall Continuity Plan with a clear authority to include:

- Policies
- Authorities
- Procedures

The Town’s official essential records program:

- Identifies and protects those records that specify how an organization will operate in an emergency or disaster.
- Identifies those records necessary to the organization’s continuing operations.

Identifies those records needed to protect the legal and financial rights of the Government and citizens.

As soon as possible after activation of the Continuity Plan, but in all cases within 12 hours of activation, Continuity personnel at the Continuity facility for **the Town** must have access to the appropriate media for accessing essential records, including:

- A local area network;
- Electronic versions of essential records;
- Supporting information systems and data;
- Internal and external e-mail and e-mail archives;

IDENTIFYING ESSENTIAL RECORDS

The Town’s IT Department developed and maintains an essential records through the cloud. The Town’s essential records includes:

- A hard copy or electronic list of the Town’s key organization and Continuity personnel with up-to-date telephone numbers;
- Necessary access codes;
- Listing of the access requirements and sources of equipment necessary to access the records;

- Lists of vendors provided by the Finance Department;
- A copy of the Town Continuity Plan.

TRAINING AND MAINTENANCE

The Town essential records program includes a training program for all staff, to include periodic briefings to managers about the essential records program and its relationship to their essential records and business needs. Town staff training focuses on identifying, inventorying, protecting, storing, accessing, and updating the essential records. Training records for essential records are maintained by the Town Clerk's office.

The Town's essential records program includes an annual review of the program to address new security issues, identify problem areas, update information, and incorporate any additional essential records generated by new agency programs or functions or by organizational changes to existing programs or functions. The review is conducted by the Town's IT Department. The review provides an opportunity to familiarize staff with all aspects of the essential records program. It is appropriate to conduct a review of the essential records program in conjunction with the Town's Continuity exercises. At a minimum, the Town's essential records are annually reviewed, rotated, or cycled so that the latest version will be available.

The Town's IT Department conducts annual testing, of the capabilities for protecting classified and unclassified essential records and for providing access to them from the alternate facility.

ALTERNATE SITE INFORMATION

The Town's primary Continuity facility is Town Hall at 13400 Griffin Road. Alternate sites include Rolling Oaks Barn at 17630 SW 56 Street or temporary mobile unit to be deployed where applicable.

CONTINUITY COMMUNICATIONS

The Town has identified available and redundant critical communication systems available to Town Council, Town Attorney and Town staff. Further, the Town maintains fully capable Continuity communications that could support organization needs during all hazards.

LEADERSHIP AND ORDERS OF SUCCESSION

Pre-identifying Orders of Succession is critical to ensuring effective leadership during an emergency. In the event an incumbent is incapable or unavailable to fulfill essential duties, successors have been identified to ensure there is no lapse in essential decision-making authority.

The Town's Orders of Succession are:

- At least three positions deep, where possible, ensuring sufficient depth to ensure the Town's ability to manage and direct its Essential Functions and operations;
- Described by positions or titles, rather than by names of individuals holding those offices;
- Reviewed by the organization's General or Chief Counsel for legal sufficiency, as changes occur; and,
- Included as essential files.

Order of Succession and Delegation of Authority

In the event of a change in leadership status, the Town Administrator must notify Town Council, Town Attorney and Town staff and the successors, as well as internal and external stakeholders. In the event the Town Administrator becomes unreachable or incapable of performing their authorized legal duties, roles and responsibilities, the Town will initiate a notification of the next successor in line. The line of Succession is as follows:

- Town Administrator
- Assistant Town Administrator
- General Services Manager/Emergency Manager

ALL STAFF EMERGENCY PREPAREDNESS

Town staff, including contractors, are encouraged to take active measures to plan and prepare for emergencies, including developing Family Emergency Plans, and to stay informed during an emergency.

It is important that the Town keep all staff, especially individuals not identified as Continuity personnel, informed and accounted for during a Continuity event. The Town has established procedures for contacting and accounting for employees in the event of an emergency, including operating status.

- In the event of an emergency, the Town will contact and account for all staff, including contractors, and communicate the operating status as determined in the Town's Emergency Operation Plan.
- Town employees are expected to remain in contact with their supervisor during any closure or relocation situation and are responsible for reporting their accountability status.
- The Town ensures staff are aware of and familiar with Human Resources guidance in order to continue Essential Functions during an emergency.

Accounting for all personnel during a Continuity event is of utmost importance. In order to account for all staff, the Town will initiate the call trees in accordance with the Emergency Operation Plan to attempt to contact unaccounted for individuals.

HUMAN RESOURCES CONSIDERATIONS

The Town Continuity program, plans, and procedures incorporate existing organization-specific guidance and direction for Human Resources management, including guidance on pay, leave, work scheduling, benefits, telework, hiring, authorities, and flexibilities.

Town of Southwest Ranches Staff COOP Roles 2020		Attachment A
Town Title	COOP Role	Activation Level
Town Administrator	Incident Command	1
Assistant Town Administrator/Town Clerk	PIO/ Incident Command	1
General Services Manager/ Emergency Manager	Emergency Manager	1
Town Financial Administrator	Finance/ Human Resource/ Procurement	1
Parks, Open Space and Recreation Manager	Parks Facilities and Services	1
Town Engineer	Public Works/Planning and Operations	1
Fire Chief SWR Volunteer fire Department	Volunteer Fire Department Chief	1
Community Services Manager	Public Works/ EOC	1
Community Development Manager	Operations	1
Senior Procurement and Budget Officer	Procurement	1
Controller	Finance/Procurement	1
CAP	Building Department Issues	1
Davie Police Department	First Responder	1
Davie Fire Department	RIA and First Responder	1
VFD	RIA and First Responder	1
Executive Assistant to the Town Administrator	Administration	2
Deputy Town Clerk	Administration	2
Accountant	Procurement/ Time or MEOC/Bravo	2
Administrative Specialist	Administration	2
Administrative Coordinator	Administration	2
Code Enforcement Officer	Operations	2
Administrative Assistant	Administration	2
Engineer 1	Public Works/Planning and Operations	2
Bergeron Emergency Management	Debris hauling and disposal	2
Witt O'Brien's Emergency Monitoring	Debris monitoring	2

Level 1 - Within 12 hours of declaration
Level 2 - As needed

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, *Mayor*
Denise Schroeder, *Vice Mayor*
Delsa Amundson, *Council Member*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*

Andrew D. Berns, *Town Administrator*
Keith M. Poliakoff, *JD, Town Attorney*
Russell Muniz, *Assistant Town Administrator/Town Clerk*
Martin D. Sherwood, *CPA, CGMA, CGFO, Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 6/11/2020
SUBJECT: ILA for Covid-19 Emergency Order Enforcement

Recommendation

Town Council consideration for a motion to approve this resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

During the COVID-19 pandemic Broward County has issued several Emergency Orders directing that certain business activities be restricted in an effort to protect the wellbeing of the public. Pursuant to Section 8-56 of the Broward County Code of Ordinances, the County and the Town are authorized to implement and enforce the provisions of Emergency Orders issued by the County.

Both the County and the Town wish to provide for enforcement of the Emergency Orders and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries by the Town, for which the County is willing to reimburse the Town for its costs to do so.

This Interlocal agreement expresses both parties desire to provide for enforcement actions relative to the Emergency Orders and for the County's reimbursement to the Town for said enforcement functions in accordance with the terms and conditions set forth herein.

Fiscal Impact/Analysis

In consideration of the Town performing the necessary enforcement actions, the County shall provide a monthly payment to the Town of \$1,800 totaling \$12,600 for the seven-month term of this ILA.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
COVID 19 Code Enfocement County ILA Reso - TA Approved	6/5/2020	Resolution
COVID 19 Code Enfocement County ILA	6/5/2020	Agreement

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY PROVIDING FOR THE ENFORCEMENT OF EMERGENCY ORDERS RELATED TO COVID-19 AND THE REIMBURSEMENT BY THE COUNTY TO THE TOWN FOR ENFORCEMENT FUNCTIONS RELATED TO SAID EMERGENCY ORDERS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 252, Florida Statutes, and Chapter 8 of the Broward County Code of Ordinances, Broward County Emergency Order No. 20-10 was issued on May 14, 2020, providing for a phased reopening of business activity beginning on Monday, May 18, 2020, with restrictions in accordance with a modified Phase 1 of Governor Ron DeSantis' Statewide reopening plan; and

WHEREAS, pursuant to Section 8-56 of the Broward County Code of Ordinances, Broward County and the Town of Southwest Ranches are authorized to implement and enforce the provisions of Emergency Orders issued by Broward County including, but not limited to, Emergency Order Nos. 20-10, 20-12, 20-13, and any subsequent Emergency Orders issued by County (collectively, "Emergency Order"); and

WHEREAS, the Parties are desirous of providing for enforcement of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries by the Town of Southwest Ranches and for County's reimbursement to the Town of Southwest Ranches for said enforcement functions in accordance with the terms and conditions set forth herein; and

WHEREAS, the term of the agreement (enforcement period) will extend until December 31, 2020; and

WHEREAS, during the enforcement period the County will reimburse the Town \$1,800 per month to assist in covering all costs associated with code enforcement activity associated with enforcement of the aforementioned emergency orders.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the Interlocal Agreement with Broward County, substantially in the form of the Agreement attached as Exhibit "1," providing for the provision of COVID-19 emergency order enforcement.

Section 3: Authorization. The Mayor, Town Administrator, and Town Attorney are hereby authorized to enter into the Interlocal Agreement with Broward County, substantially in the form of the Agreement attached as Exhibit "1," providing for the provision of COVID-19 emergency order enforcement and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 11th day of June 2020 on a motion by

_____ and seconded by _____.

McKay
Schroeder
Amundson
Hartmann
Jablonski

Ayes
Nays
Absent

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
37048917.1

Return recorded document to:
Josie P. Sesodia, AICP, Director
Planning and Development Management Division
One North University Drive, Box 102
Plantation, FL 33324

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

INTERLOCAL AGREEMENT
RELATED TO
COVID-19 EMERGENCY ORDER ENFORCEMENT

This Agreement is made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County,"

and

Town of Southwest Ranches, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "City," collectively referred to as the "Parties."

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. Pursuant to Chapter 252, Florida Statutes, and Chapter 8 of the Broward County Code of Ordinances, Broward County Emergency Order No. 20-10 was issued on May 14, 2020, providing for a phased reopening of business activity beginning on Monday, May 18, 2020, with restrictions in accordance with a modified Phase 1 of Governor Ron DeSantis' Statewide reopening plan.

C. Pursuant to Section 8-56 of the Broward County Code of Ordinances, County and City are authorized to implement and enforce the provisions of Emergency Orders issued by County including, but not limited to, Emergency Order Nos. 20-10, 20-12, 20-13, and any subsequent Emergency Orders issued by County (collectively, "Emergency Order").

D. The Parties are desirous of providing for enforcement of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries by City and for County's reimbursement to City for said enforcement functions in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. Commencing upon the Effective Date of this Agreement and ending on December 31, 2020 (the "Enforcement Period"), City agrees to enforce the provisions of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries. City enforcement shall consist of City responding to all complaints received during the Enforcement Period of alleged violations of the Emergency Order within municipal boundaries no later than twenty-four (24) hours after receipt of the complaint(s) and, no later than forty-eight (48) hours after receipt of the complaint(s), City shall input the "Outcome" of the complaint(s) into Broward County's 311 system (QAlert). An "Outcome" shall consist of one (1) of the following for each complaint: (a) complaint not substantiated; (b) warning notice issued; or (c) citation issued.
- 1.2. If a complaint is not originated via the QAlert or mybroward systems (i.e., complainant calls, e-mails, or otherwise contacts City directly), City shall enter the complaint into the QAlert and shall respond and input the Outcome consistent with the timeframes of Section 1.1.
- 1.3. For complaints received during the Enforcement Period, City shall enforce the provisions of Section 8-56 of the Broward County Code of Ordinances, that provides for penalties of up to One Thousand Dollars (\$1,000) per day, up to Fifteen Thousand Dollars (\$15,000) per violation, pursuant to the code enforcement processes of City. Fines assessed against any person(s) and liens recorded against any property for enforcement action taken by City pursuant to this Agreement shall run in favor of City.
- 1.4. The QAlert system provides that, if a warning notice or citation is issued, the complaint will be reflected on County's searchable web-based COVID-19 enforcement dashboard. If a complaint is not substantiated, the complaint will not appear on the enforcement dashboard.
- 1.5. No later than seven (7) calendar days after the Effective Date of this Agreement, City shall provide County with the name, phone number, and e-mail address of a designated City employee who will be granted access to the QAlert and shall be responsible for entering new complaints and inputting the Outcome of new and existing complaints into QAlert.
- 1.6. County shall provide employee designated by City with training and web-based tutorials on QAlert operation.

ARTICLE 2 – COMPENSATION

- 2.1. County shall provide a monthly payment to City of \$1,800, totaling an amount not to exceed \$12,600, for the Enforcement Period.

- 2.2. The Parties agree that the amounts set forth in Section 2.1 are flat fee amounts and are inclusive of all costs incurred by City in performing the enforcement functions herein including, but not limited to, the cost of hearings, mailings, publication, photos, posting of property, and other ancillary costs of enforcement. In no event shall the monthly reimbursement amount or the total reimbursement to City for the term of the Agreement exceed the amount set forth in Section 2.1.
- 2.3. City shall invoice County monthly for enforcement action taken in the preceding month. Such invoice(s) shall include a list of all complaints received by City the preceding month, whether through QAlert or directly by City, and the Outcome for each complaint.
- 2.4. County shall reimburse City no later than thirty (30) calendar days after the date of receipt of the invoice and proper documentation provided by City pursuant to Section 2.3. If County reasonably determines that, during any month, based on the complaints City is repeatedly failing to enforce any provision of the restrictions of the Emergency Order, City shall not be eligible for reimbursement of any portion of the invoiced amount for that month and, if previously paid by County, City shall be obligated to return such reimbursement in full.

ARTICLE 3 - TERM OF AGREEMENT

This Agreement shall commence on June 1, 2020 ("Effective Date"), provided it is fully executed by the Parties and recorded in the public records of Broward County before June 30, 2020, and, unless written notice of termination by County or City is provided pursuant to Article 6, Notices, shall continue in full force and effect until midnight, February 28, 2021. City shall be entitled to reimbursement for enforcement services performed during the Enforcement Period.

ARTICLE 4 – IMMUNITY; INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

ARTICLE 5 - INSURANCE

City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish County with written verification of liability protection or self-insurance, in accordance with State law, prior to execution of this Agreement.

ARTICLE 6 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days notice to the other party of such termination pursuant to Article 7, Notices.

ARTICLE 7 – NOTICES

Whenever any party desires to give notice to another party, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand-delivery (provided the contemporaneous e-mail is also sent). The manner in which and persons to whom notice may be provided will remain the same unless and until changed by providing notice of such change in accordance with this article. The Parties respectively designate the following persons for receipt and issuance of notice:

To County:
Josie P. Sesodia, AICP, Director
Planning and Development Management Division
One North University Drive, Box 102
Plantation, FL 33324
E-mail address: JSesodia@Broward.org

With copy to:
County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301
E-mail address: bhenry@broward.org

To City:
Andy Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
E-mail address: aberns@southwestranches.org

ARTICLE 8 - MISCELLANEOUS PROVISIONS

- 8.1. Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, ALBERT CUMMINGS, AT (954) 357-8695, ACUMMINGS@BROWARD.ORG, ONE NORTH UNIVERSITY DRIVE, Box 102, PLANTATION, FLORIDA 33324, OR [City's Custodian].

8.2. ASSIGNMENT: Neither party shall have the right to assign this Agreement.

8.3. WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

8.4. SEVERABILITY: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.5. ENTIRE AGREEMENT: This document incorporates and includes all prior 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 representations or agreements, whether oral or written.

8.6. INDEPENDENT CONTRACTOR: City is an independent contractor under this Agreement. Services provided by City pursuant to this Agreement shall be subject to the supervision of City. In providing such services, neither City nor its agents shall act as officers, employees, or agents of County. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.7. MODIFICATION: It is further agreed that no modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.8. THIRD PARTY BENEFICIARIES: Neither County or City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.9. COMPLIANCE WITH LAWS: The Parties shall comply with all applicable federal, State, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the State courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.11. PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.12. DRAFTING: This Agreement has been negotiated and drafted by the Parties and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

8.13. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

8.14. INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.15. REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

8.16. RECORDING: This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

8.17. NO CONTINGENT FEES. City warrants that it has not employed or retained any company or person, other than bona fide employees working solely for County, to solicit or secure this Agreement, and that has not paid or agreed to pay any person, company, corporation, individual, or firm, other than bona fide employees working solely for City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement between County and City related to COVID-19 Emergency Order enforcement on the respective dates under each signature: Broward County, signing by and through its County Administrator, and City, signing by and through its _____, duly authorized to execute same by Commission action on the ____ day of _____, 20_____.

County

WITNESSES:

Broward County, by and through
its Broward County Administrator

Print Name:

By _____
Bertha Henry
County Administrator

Print Name:

____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT RELATED TO COVID-19 EMERGENCY ORDER ENFORCEMENT

Municipality

Town of Southwest Ranches

Attest:

By _____
Doug McKay, Mayor

Russell Muniz,
Assistant Town Administrator/Town Clerk

_____ day of _____, 20____

By _____
Andy Berns, Town Administrator

_____ day of _____, 20____

APPROVED AS TO FORM:

By _____
Keith Poliakoff, Town Attorney

MA/
05/28/2020
COVID-19-final-frm

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

May 28, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Denise Schroeder

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Delsa Amundson

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM Meeting platform. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. WP-25-20 Garmizo – Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-25-20 TO SUBDIVIDE APPROXIMATELY 4.2 NET ACRES OF PROPERTY INTO TWO LOTS; GENERALLY LOCATED AT THE EASTERN TERMINUS OF SW 52 COURT APPROXIMATELY 1,900 FEET EAST OF MATHER BOULEVARD AND DESCRIBED AS THE EAST ONE-HAL OF TRACTS 4 AND 5, SECTION 31, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCRODING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATED AND BEING IN SOUTHWEST RANCHES, BROWARD COUNTY, FL, LESS THE EAST 100 FEET THEREOF AND ALSO LESS THE NORTH 165 FEET OF TRACT 4 AND SOUTH 165 FEET OF TRACT 5; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

Assistant Town Administrator/Town Clerk Muñiz swore in the witnesses.

The following motion was made by Vice Mayor Schroeder, seconded by Council Member Amundson and passed by a 5-0 roll call vote. The vote was as follows: Council Members Amundson, Hartmann, Jablonski, Vice Mayor Schroeder and Mayor McKay voting yes.

MOTION: TO APPROVE THE RESOLUTION WITH THE FOLLOWING STIPULATIONS ADDED: PRIOR TO CLEARING THE PROPERTY, PETITIONER SHALL INSTALL SCREENING TO HELP PREVENT ANIMALS FROM IMPACTING NEIGHBORING PROPERTIES. IN ADDITION, PETITIONER SHALL CLEAR ITS PROPERTY FROM WEST TO EAST.

4. Archbishop McCarthy High School – Delegation Request

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. DG-23-20 BY ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL TO AMEND THE RESTRICTIVE NOTE OF PARCEL "A" OF THE BROWARD CENTRAL CATHOLIC HIGH SCHOOL PLAT FROM 184,900 SQUARE FEET OF HIGH SCHOOL USE TO 217,590 SQUARE FEET OF HIGH SCHOOL USE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

THIS ITEM WAS WITHDRAWN.

5. Archbishop McCarthy High School – Site Plan Modification

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-72-18 BY ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL TO AMEND IT'S SITE PLAN BY REPLACING OT'S EXISTING 5,820 SQUARE FEET OF NEW MODULAR CLASSROOMS WITH 18,552 SQUARE FEET OF NEW MODULAR CLASSROOMS AND EXPANDING THE ATHLETIC TRAINING FACILITY BY 1,380 SQUARE FEET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVING AN EFFECTIVE DATE.

THIS ITEM WAS WITHDRAWN.

6. PUBLIC COMMENT

The following members of the public addressed the Town Council: John Eastman, Steve Breitkruz, Narinder Sarohia and David Kuczenski.

7. Board Reports

There were no Board Reports.

8. Council Member Comments

Council Member Jablonski updated the Town Council regarding the Schools and Education Advisory Board's Special meeting on May 26th about extending the application deadline of the Town Scholarship to May 31, 2020 due to the extenuating circumstances surrounding COVID-19.

Council Member Hartmann spoke about resident feedback regarding Griffin 345. He stated you don't necessarily need a keypad to exit an access gated development. There is generally a loop that is created and sensors that detect when a car is leaving the development and the gate will automatically open, so if the residents must exit through another location, it doesn't make any sense. He agreed with Mr. Eastman that this issue bears looking into. He mentioned that when Landmark Ranches requested a gate be installed, the Town made sure there was access for horses and bicycles. They have a special entrance that allows people to enter. On 190th its all chain link

fencing. He was under the impression this was supposed to be all inclusive. He was under the impression residents on horses and bikes should be able to get in anywhere. He asked if this was something that was just missed? He requested Town Administrator Berns to address this issue. Council Member Hartmann wasn't involved in the approvals of the fencing and he was unsure how this passed without some sort of pedestrian or horse access. Council Member Hartmann also spoke about Frontier Trails and the drainage project. He thought there was something on the books about this. He thought Kevin was going to take care of this. He asked Town Administrator Berns or Town Engineer Ley if this is something they could clarify. Council Member Hartmann thought the Town had third-party conversations that expressed interest in developing that area for Land Bank usage and that would take care of the problem. Mayor McKay stated he would let Town Administrator Berns respond during his comment segment.

Lastly, Council Member Hartmann spoke about the past few days of excessive rain, how proud he was that even though there was some flooding, the next day, the flooding had dissipated quite a bit. He was proud of the incredible progress in the 20 years he has lived in the Town regarding water drainage.

Vice Mayor Schroeder had no comments.

Council Member Amundson had no comments.

Mayor McKay stated his front yard goes under water and then it recedes. He stated that unless South Broward Drainage District turns on their pumps which starts at Pine Island Road to pump out towards to Everglades, it takes a little while for gravity to work on the water receding for Central Broward. With as much rain as the Town had, it all worked as it should.

9. Legal Comments

Town Attorney Poliakoff advised the Town Council about a scrivener's error on Resolution No. 2020-036, that was approved at the May 14th, 2020 Town Council Meeting. In that resolution, the Fund Balance numbers were incorrect and later caught. He wanted to let the Town Council know what the errors were, they were and there wasn't any objection from the Town Council.

The Town Council all indicated their approval with the correction. Town Attorney Poliakoff also spoke about how he is utilizing this time during the pandemic to review his' Town files since the year 2000 and his secretary is reviewing every box to make sure they are complete and scanned in.

10. Administration Comments

Town Administrator Berns responded to the previous comments made about Frontier Trails. The Town is currently trying to work with FDOT who has a need for offsite mitigation for other projects elsewhere that have nothing to do with our Town. Town Administrator Berns felt it was a good opportunity to get that drainage aspect done.

He also spoke about the horse access into Griffin 345. Everything in Griffin 345 is private property. The Town cannot force them to provide access onto private property which is why there isn't any equestrian access. Lastly Town Administrator Berns updated the Town Council on the COVID-19 issue where it relates to the employees and Town Hall. The Town Staff is in the process of being

tested and they will be returning to the office on June 1st, although the Town isn't quite ready to open to the public yet. He stated he is confident that the Town has been providing great service to the public while working remotely, but he will be glad to see everyone back at Town Hall. Council Member Jablonski commented on the Griffin 345 access issue. He stated there are two side streets further down 188th going into Griffin 345 that has equestrian and bike access. Town Administrator Berns clarified the streets were 54th, 57th and 63rd. Mayor McKay asked since there is access already into Griffin 345, couldn't the Town provide access where the chain link fence is? Town Administrator Berns clarified the Town could not provide access onto private property.

11. Approval of Minutes

a. April 23, 2020 Regular Meeting (Virtual)

The following motion was made by Council Member Jablonski and seconded by Vice Mayor Schroeder and passed by a 5-0 roll call vote. The vote was as follows: Council Member Amundson, Hartmann, Jablonski, Vice Mayor Schroeder and Mayor McKay voting yes.

MOTION: TO APPROVE THE CORRECTED MINUTES TO INCLUDE THE WRITTEN PUBLIC COMMENTS MADE BY DAVID KUCZENSKI.

12. Adjournment - Meeting was adjourned at 8:16 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of June 11, 2020

Doug McKay, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

DRAFT