

# CITY OF PAHOKEE



## AGENDA

**City Commission Regular Meeting**  
Tuesday, May 26, 2026, at 6:00 PM

Pahokee Commission Chambers  
360 East Main Street  
Pahokee, Florida 33476

### **CITY COMMISSION:**

Mayor Keith W. Babb, Jr.  
Vice Mayor Isabelle J. McDonald  
Commissioner Sanquetta Cowan-Williams  
Commissioner Everett D. McPherson, Sr.  
Commissioner James H. Scott

### **CHARTER OFFICERS:**

Brenda L. Bryant, City Manager  
Nylene Clarke, City Clerk  
Burnadette Norris-Weeks, P.A., City Attorney

[TENTATIVE: SUBJECT TO REVISION]

## AGENDA

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS**
- E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS** *(agenda items only)*

*(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)*

- 1. Presentation - Lake Okeechobee Regional Economic Alliance of Palm Beach County (LORE)
- 2. Presentation - Ronald J. Doncaster, Hospital Administrator for Lakeside Medical Center

- F. CONSENT AGENDA**

- 1. May 12, 2026 City Commission Meeting Minutes

- G. OLD BUSINESS** *(discussion of existing activities or previously held events, if any)*

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- 1. ORDINANCE 2026-01 (FIRST READING) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING CERTAIN SECTIONS OF THE CITY OF PAHOKEE’S CODE OF ORDINANCES PERTAINING TO DANGEROUS BUILDINGS; DELETING OUTDATED REFERENCES PERTAINING TO THE CITY’S FORMER CODE ENFORCEMENT BOARD; SPECIFICALLY AMENDING ARTICLE III, CHAPTER 6, SECTION 6-67 ENTITLED “DUTIES OF BUILDING INSPECTOR AND CODE ENFORCEMENT OFFICER”; AMENDING SECTION 6-68 ENTITLED DUTIES OF THE SPECIAL MAGISTRATE; DELETING SECTION 6-69 ENTITLED “LIABILITY FOR DAMAGE RESULTING FROM ENFORCEMENT OF ARTICLE; SUITS; AMENDING SECTION 6-72 ENTITLED EMERGENCY REPAIR, VACATION OR DEMOLITION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

- I. RESOLUTION(S)**

- 1. RESOLUTION 2026-22 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF MAINTENANCE WORK ORDER ASM56 FOR FISCAL YEAR 2026–2027 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MAINTENANCE OF STATE HIGHWAY LIGHTING FACILITIES WITHIN THE CITY OF PAHOKEE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

2. RESOLUTION 2026-23 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND ADOPTING THE UPDATED CONTINUITY OF OPERATIONS PLAN (COOP) FOR THE CITY OF PAHOKEE, AS SET FORTH HERETO IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

3. RESOLUTION 2026-24 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE EXECUTION OF THE STATEWIDE MUTUAL AID AGREEMENT (SMAA) WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR ADOPTION OF REPRESENTATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

**J. NEW BUSINESS** (*presentation by city manager of activity or upcoming event, if any*)

1. Palm Beach County Sheriff's Office (PBSO) Report
2. Palm Beach County Fire Rescue (PBCFR) Report
3. Discussion and Direction: Consideration of taking a summer break from the regularly scheduled Commission Meetings on July 28, 2026 and August 11, 2026

**K. REPORT OF THE MAYOR**

**L. REPORT OF THE CITY MANAGER**

**M. REPORT OF THE CITY ATTORNEY**

**N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY**

**O. GENERAL PUBLIC COMMENTS** (*items not on the agenda*)

**P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER** (*community events, feel good announcements, if any*)

**Q. ADJOURN**

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Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda or non-agenda item must complete the “Request for Appearance and Comment” form and present completed form to the City Clerk prior to commencement of the meeting.

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (Reference: Florida Statutes 286.0105)

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting the Office of the City Clerk at 561-924-5534. If hearing impaired, contact Florida Relay at 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26)

# CITY OF PAHOKEE



## MINUTES

**City Commission Regular Meeting**  
Tuesday, May 12, 2026, at 6:00 PM

Pahokee Commission Chambers  
360 East Main Street  
Pahokee, Florida 33476

### **CITY COMMISSION:**

Mayor Keith W. Babb, Jr.  
Vice Mayor Isabelle J. McDonald  
Commissioner Sanquetta Cowan-Williams  
Commissioner Everett D. McPherson, Sr.  
Commissioner James H. Scott

### **CHARTER OFFICERS:**

Brenda L. Bryant, City Manager  
Nylene Clarke, City Clerk  
Burnadette Norris-Weeks, P.A., City Attorney

## AGENDA

### A. CALL TO ORDER

Mayor Babb called the meeting to order at 6:01 PM.

### B. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor McDonald led the Invocation, followed by the Pledge of Allegiance.

### C. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.  
Vice Mayor Isabelle J. McDonald  
Commissioner Sanquetta Cowan-Williams  
Commissioner Everett D. McPherson, Sr.  
Commissioner James H. Scott  
Brenda L. Bryant, City Manager  
Burnadette Norris-Week, City Attorney  
Nylene Clarke, City Clerk

### D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS

Motion made by Commissioner Cowan-Williams to accept the agenda as printed. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

### E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS *(agenda items only)*

### F. CONSENT AGENDA

1. April 28, 2026 City Commission Meeting Minutes

Motion made by Commissioner Cowan-Williams to accept the Consent Agenda. Duly seconded by Vice Mayor McDonald and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

### G. OLD BUSINESS *(discussion of existing activities or previously held events, if any)*

1. Discussion and Direction: City Clerk Evaluation

### H. PUBLIC HEARINGS AND/OR ORDINANCES

### I. RESOLUTION(S)

1. RESOLUTION 2026-18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REAPPOINTING ELEANOR J. BABB TO THE ZONING/ADJUSTMENT/PLANNING BOARD FOR A TERM OF THREE (3) YEARS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

Motion made by Commissioner Cowan-Williams to accept Resolution 2026-18. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

2. RESOLUTION 2026-19 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE POLLING LOCATION AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE AND THE CITY OF PAHOKEE, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

Motion made by Vice Mayor McDonald to accept Resolution 2026-19. Duly seconded by Commissioner Cowan-Williams and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

3. RESOLUTION 2026-20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FOR DISASTER DEBRIS MANAGEMENT SITE ACCESS AND OPERATIONAL COORDINATION CONSISTENT WITH FLORIDA SENATE BILL 180 (2025), AS SET FORTH HERETO IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

Motion made by Commissioner McPherson to accept Resolution 2026-20. Duly seconded by Vice Mayor McDonald and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

4. RESOLUTION 2026-21 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PROVIDING SUPPORT FOR THE RE-DESIGNATION OF THE SOUTH-CENTRAL RURAL AREA OF OPPORTUNITY (RAO), AS SET FORTH HERETO IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

Motion made by Commissioner McPherson to accept Resolution 2026-21. Duly seconded by Commissioner Scott and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

**J. NEW BUSINESS** (*presentation by city manager of activity or upcoming event, if any*)

1. Palm Beach County Sheriff’s Office (PBSO) Report

**K. REPORT OF THE MAYOR**

**L. REPORT OF THE CITY MANAGER**

**M. REPORT OF THE CITY ATTORNEY**

**N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY**

Motion made by Commissioner McPherson to place the Parks and Recreation Advisory Board’s plan on a future agenda for discussion in conjunction with the budget process and to

explore obtaining an engineer or appropriate parks and recreation professional to evaluate the park grounds and necessary site preparation work. Duly seconded by Commissioner Scott and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

Motion made by Vice Mayor McDonald to add to a future agenda the review and/or evaluation of any of the City’s emergency plans in light of the approaching storm season. Duly seconded by Commissioner Cowan-Williams and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

Motion made by Commissioner Cowan-Williams to place on a future agenda for discussion the consideration of taking a summer break from the regularly scheduled Commission Meetings on July 28, 2026 and August 11, 2026, while remaining in compliance with the Charter requirement of holding at least one meeting per month. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

**O. GENERAL PUBLIC COMMENTS** (*items not on the agenda*)

**P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER** (*community events, feel good announcements, if any*)

**Q. ADJOURN**

Motion made by Commissioner Cowan-Williams to adjourn the meeting. Duly seconded by Commissioner Scott and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

There being no further business to discuss, Mayor Babb adjourned the meeting at 7:13 PM.

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Mayor Keith W. Babb, Jr.

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ATTEST: Nylene Clarke, CMC, City Clerk

**ORDINANCE NO. 2026-01**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING CERTAIN SECTIONS OF THE CITY OF PAHOKEE’S CODE OF ORDINANCES PERTAINING TO DANGEROUS BUILDINGS; DELETING OUTDATED REFERENCES PERTAINING TO THE CITY’S FORMER CODE ENFORCEMENT BOARD; SPECIFICALLY AMENDING ARTICLE III, CHAPTER 6, SECTION 6-67 ENTITLED “DUTIES OF BUILDING INSPECTOR AND CODE ENFORCEMENT OFFICER”; AMENDING SECTION 6-68 ENTITLED DUTIES OF THE SPECIAL MAGISTRATE; DELETING SECTION 6-69 ENTITLED “LIABILITY FOR DAMAGE RESULTING FROM ENFORCEMENT OF ARTICLE; SUITS; AMENDING SECTION 6-72 ENTITLED EMERGENCY REPAIR, VACATION OR DEMOLITION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Pahokee (“City Commission”) recognizes the need to strengthen and modernize its procedures relating to unsafe, dangerous, dilapidated, substandard, and abandoned buildings and structures in order to better protect the public health, safety, and welfare of the residents of the City; and

**WHEREAS**, the City Commission finds that properties which are unsafe, unsecured, deteriorated, or otherwise maintained in violation of the City’s Code of Ordinances contributes to blight, creates public nuisance, diminishes surrounding property values, attracts criminal activity, and adversely impacts the economic vitality and quality of life within the community; and

**WHEREAS**, the City Commission desires to expand and clarify the authority of the Special Magistrate to hear, adjudicate, enforce, and compel compliance with matters involving dangerous, unsafe, dilapidated, and substandard buildings and structures, including the authority to impose appropriate corrective measures and remedies as authorized by law; and

**WHEREAS**, the City Commission further finds that providing the Special Magistrate with enhanced oversight and enforcement authority will promote the timely abatement of code violations and dangerous conditions and will improve the efficiency and effectiveness of the City’s code compliance process; and

**WHEREAS**, the City Commission desires to revise and update the City Code to eliminate outdated references to the City’s former Code Enforcement Board and to ensure consistency throughout the Code by designating the Special Magistrate as the primary quasi-judicial body responsible for the enforcement and adjudication of applicable code enforcement matters; and

**WHEREAS**, the City Commission finds that prompt enforcement and remediation of dangerous buildings and unsafe conditions are necessary to prevent further deterioration, reduce threats to life and property, preserve neighborhoods, and encourage the rehabilitation and productive use of properties within the City; and

**WHEREAS**, the City Commission further finds that the implementation of updated dangerous building regulations and enhanced enforcement procedures will encourage the repair, rehabilitation, preservation, and lawful maintenance of residential and commercial properties before such structures deteriorate beyond reasonable economic repair; and

**WHEREAS**, the City Commission of the City of Pahokee has determined that the adoption of this Ordinance is in the best interests of the health, safety, welfare, and economic well-being of the residents, businesses, and property owners of the City.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:**

**Section 1. Adoption of Representations.**

The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

**Section 2. Amending Article III, Chapter 6, Section 6-67 entitled “Duties of Building Inspector and Code Enforcement Officer” as follows:**

**ARTICLE III. - DANGEROUS BUILDINGS**

**Sec. 6-67. - Duties of building inspector and code enforcement officer.**

The building inspector and code enforcement officer shall:

- (1) Inspect or cause to be inspected annually all public buildings; schools; halls; churches; theaters; hotels; rooming houses; tourist camps; tenements; commercial, manufacturing or loft buildings for the purpose of determining whether any conditions exist which render such places dangerous buildings within the terms of this article;

- (2) Inspect any building, wall or structure about which complaints are filed by any person to the effect that such building, wall or structure is or may be existing in violation of this article;
- (3) Inspect any building, wall or structure reported by the fire or police department of the city as probably existing in violation of the terms of this article;
- (4) Inspect annually buildings in the city, to determine whether they are dangerous buildings within the terms of this article;
- (5) Notify, in writing, the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in such buildings as shown by the land records of the recorder of deeds of the county, of any building found by him to be a dangerous building within the standards set forth in this article that:
- a. The owner must vacate, repair or demolish such building in accordance with the terms of the notice and this article;
  - b. The occupant or lessee must vacate such building or may have it repaired in accordance with the notice and remain in possession;
  - c. ~~The mortgagee, agent or other person having an interest in such building as shown by the land records of the recorder of deeds of the county may at his own risk repair or vacate the building within a time or demolish such building or have such work or act done; provided that any person notified under this subsection to repair, vacate or demolish any building shall be given such reasonable time, not exceeding thirty (30) days from the date of the notice, as may be necessary to do or have done the work or act required by the notice provided for in this section.~~
  - d. Except as provided herein, if a violation of the code is found, the code inspector shall notify the violator and provide a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall schedule a hearing before the Special Magistrate. Any notice of hearing shall provide: a description of the building, or structure deemed unsafe, a statement of the particulars which make the building or structure a dangerous building. The Notice of Hearing shall be hand delivered or mailed as provided in s. 162.12, Florida Statutes to said violator. At the option of the code inspector, the Notice of Hearing may additionally be served by publication or posting as provided in s. 162.12, Florida Statutes. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the Special

Magistrate even if the violation has been corrected prior to the Special Magistrate hearing, and the notice shall so state.

e. If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall set a hearing before the Special Magistrate and shall provide notice pursuant to s. 162.12, Florida Statutes. The case may be presented to the Special Magistrate even if the repeat violation has been corrected prior to the Special Magistrate hearing, and the notice shall so state. If the repeat violation has been corrected, the Special Magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the Special Magistrate.

~~(6) — Set forth in the notice provided for in subsection (5) hereof, a description of the building, or structure deemed unsafe, a statement of the particulars which make the building or structure a dangerous building and an order requiring the same to be put in such condition as to comply with the terms of this article within such length of time, not to exceed thirty (30) days, as is reasonable;~~

(6) The Code Inspector shall report to the ~~city commission~~ Special Magistrate any noncompliance with the notice provided herein ~~for in subsections (5) and (6) of this section;~~

(7) The Building Inspector shall issue a written report and notice stating why the building or structure is a dangerous building in need of repair, vacation or demolition;

(8) Appear at all hearings conducted by the ~~city commission~~ Special Magistrate and testify as to the condition of dangerous buildings;

(9) Place a notice on all dangerous buildings reading as follows: "This building has been found to be a dangerous building by the building inspector. This notice is to remain on this building until it is repaired, vacated or demolished in accordance with the notice which has been given the owner, occupant, lessee, mortgagee or agent of this building, and all other persons having an interest in this building as shown by the land records of the recorder of deeds of the county. It is unlawful to remove this notice until ~~such notice is complied with~~ there has been full compliance."

(10) — Report to the city attorney the names of all persons failing to comply with the notice provided for in subsections (5) and (6) of this section or who remove the notice provided for in subsection (9) of this section.

**Section 3. Amending Article III, Chapter 6, Section 6-68 Entitled “Duties of the Special Magistrate” as follows:**

**Sec. 6-68. - Duties of the special magistrate.**

The Special Magistrate shall:

(1) Review all reports of the building inspector and code inspector as provided for in Section 6-67; Upon receipt of a report of the building inspector as provided for in section 6-67(7), give written notice to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in such building as shown by the land records of the recorder of deeds of the county to appear before it at a certain date within thirty (30) days of the date of the notice at a regular meeting of the city commission to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated or demolished in accordance with the statement of particulars set forth in the building inspector's notice provided for in section 6-67(6);

(2) Determine whether written notice was provided to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in such building as shown by the land records of the recorder of deeds of the county to appear before it at a certain date within thirty (30) days of the date of the notice. Hold a hearing and hear such testimony as the owner, occupant, mortgagee, lessee or any other person having an interest in such building as shown by the land records of the recorder of deeds of the county offer relative to the dangerous building;

(3) Hold a hearing and hear such testimony as the owner, occupant, mortgagee, lessee or any other person having an interest in such building as shown by the land records of the recorder of deeds of the county offer relative to the dangerous building; Make a written finding of facts as to whether or not the building in question is a dangerous building;

(4) Make a written finding of facts as to whether or not the building in question is a dangerous building; Issue an order commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in such building as shown by the land records of the recorder of deeds of the county to repair, vacate or demolish any building found to be a dangerous building within the terms of this article and provided that any person so notified, except the owner, shall have the privilege of either vacating

~~or repairing such dangerous building. Any person not the owner of such dangerous building but having an interest in such building as shown by the land records of the recorder of deeds of the county may demolish such dangerous building at his own risk to prevent the acquiring of a lien against the land upon which the dangerous building stands by the city as provided in subsection (5) of this section;~~

(5) Issue an order commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in such building as shown by the land records of the recorder of deeds of the county to repair, vacate or demolish any building found to be a dangerous building within the terms of this article and grant such other relief deemed appropriate by the Special Magistrate. ~~If the owner, occupant, mortgagee or lessee fails to comply with the order provided for in subsection (4) of this section, within ten (10) days, the special magistrate shall cause such building or structure to be repaired, vacated or demolished as the facts may warrant, and shall, with the assistance of the city attorney, cause the costs of such repair, vacation or demolition to be charged against the land on which the building existed as a municipal lien or cause such costs to be added to the tax duplicate as an assessment, or to be levied as a special tax against the land upon which the building stands or did stand, or to be recovered in a suit at law against the owner; except in cases where such procedure is desirable and any delay thereby caused will not be dangerous to the health, morals, safety or general welfare of the people of the city, the special magistrate shall notify the city attorney to take legal action to force the owner to make all necessary repairs or demolish the building;~~

(6) If the owner, occupant, mortgagee or lessee fails to comply with the order provided for in subsection (4) of this section, within ten (10) days, the special magistrate shall cause such building or structure to be repaired, vacated or demolished as the facts may warrant, and shall, with the assistance of the Code Enforcement Officer ~~the city attorney~~, cause the costs of such repair, vacation or demolition to be charged against the land on which the building existed as a municipal lien or cause such costs to be added to the tax duplicate as an assessment, or to be levied as a special tax against the land upon which the building stands or did stand, or to be recovered in a suit at law against the owner; except in cases where such procedure is desirable and any delay thereby caused will not be dangerous to the health, morals, safety or general welfare of the people of the city, the special magistrate shall notify the city attorney to take legal action to force the owner to make all necessary repairs or demolish the building. ~~Report to the city attorney the names of all persons not complying with the order provided for in subsection (4) of this section.~~

**Section 4. Amending Article III, Chapter 6, Section 6-69 Entitled “Liability for Damage Resulting from Enforcement of Article; Suits” as follows:**

**Sec. 6-69. – Liability for damage resulting from enforcement of article; suits.**

No officer, agent or employee of the city shall render himself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this article. Any suit brought against any officer, agent or employee of the city as a result of any act required or permitted in the discharge of his duties under this article shall be defended by the city attorney until the final determination of the proceedings therein.

**Section 5. Amending Article III, Chapter 6, Section 6-72 Entitled “Emergency Repair, Vacation or Demolition” as follows:**

**Sec. 6-72. - Emergency repair, vacation or demolition.**

In cases where it reasonably appears that there is immediate danger to the life or safety of any person unless a dangerous building is immediately repaired, vacated or demolished, the building official shall report such facts to the Special Magistrate city commission and the Special Magistrate city commission shall order cause the immediate repair, vacation or demolition of such dangerous building, provided that if any building in the city is in such condition that it is dangerous to life and limb, such building shall be removed immediately by the building official inspector without notice of any kind, but ~~No~~ building shall be removed without notice except in case of fire or on adjoining premises to safeguard other buildings, or in case of a hurricane or an approaching hurricane to protect other buildings or residents from flying timber or debris, and in such cases only upon order of the fire chief or chief of police as assigned by the Sheriff’s Office. The costs of such emergency repair, vacation or demolition shall be collected in the same manner as provided in Section 6-68.

**Section 6. Conflict & Repealer.**

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

**Section 7. Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 8.**    Inclusion in Code.

It is the intention of the City Commission of the City of Pahokee that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Pahokee and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

**Section 9.**    Effective Date.

This Ordinance shall become effective immediately upon final passage and adoption.

**PASSED FIRST READING** this 26<sup>th</sup> day of May 2026.

**PASSED SECOND READING** this \_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

ATTESTED:

\_\_\_\_\_  
Nylene Clarke, CMC, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

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Burnadette Norris-Weeks, P. A.  
City Attorney

**Vote:**

Mayor Babb	_____ (Yes)	_____ (No)
Vice-Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

**RESOLUTION NO. 2026-22**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF MAINTENANCE WORK ORDER ASM56 FOR FISCAL YEAR 2026-2027 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MAINTENANCE OF STATE HIGHWAY LIGHTING FACILITIES WITHIN THE CITY OF PAHOKEE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pahokee (“City”) has maintained a cooperative partnership with the Florida Department of Transportation (“FDOT”) for the maintenance and operation of lighting facilities located on designated state highways within the City limits; and

**WHEREAS**, FDOT has submitted Maintenance Work Order ASM56 for Fiscal Year 2026-2027 authorizing the City to continue maintenance of 146 lighting poles located along SR 15/98 (E. 7th Street), SR 700 (Lake Shore Drive), and SR 729 (Farmers Market Road); and

**WHEREAS**, FDOT has approved funding in the amount of Fifty-Two Thousand Three Hundred Eight Dollars and Eighty-Eight Cents (\$52,308.88) to reimburse the City for costs associated with electric service, repairs, inspections, and general maintenance of the lighting infrastructure during Fiscal Year 2026-2027; and

**WHEREAS**, FDOT has requested that the City review and executed the Maintenance Work Order, attached hereto as Exhibit “A”, and return a signed copy to the FDOT; and

**WHEREAS**, the City Commission of the City of Pahokee finds that approval and execution of Maintenance Work Order ASM56 is in the best interests of the City and its residents and will ensure the continued maintenance and operation of critical highway lighting infrastructure for public safety and welfare.

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

**Section 1.** Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

**Section 2. Approval and Authorization.** The City Commission hereby approves State Highway Lighting Maintenance and Compensation Agreement ASM56 with the Florida Department of Transportation, attached hereto as Exhibit "A." The Mayor and City Manager are hereby authorized to execute the Agreement and any related documents necessary to effectuate the intent of this Resolution.

**Section 3. Conflict.** All resolutions in conflict herewith are hereby and expressly repealed.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

**PASSED and ADOPTED** this 26 day of May, 2026.

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Nylene Clarke, CMC, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

**EXHIBIT "A"**

**Highway Lighting, Maintenance, and Compensation Agreement**

(ATTACHED)



### Florida Department of Transportation

**RON DESANTIS**  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

**JARED W. PERDUE, P.E.**  
SECRETARY

04/29/2026 | 8:28 AM EDT

City of Pahokee  
207 Begonia Drive  
Pahokee, Florida 33476

Contract No: ASM56  
Financial Project No: 405121-2-78-22  
Description: Highway Lighting, Maintenance, and Compensation Agreement

Dear Local Agency,

This work order hereby authorizes you to provide services in accordance with the subject *Highway Lighting, Maintenance, and Compensation Agreement – Contract No. ASM56* on the FDOT State Highway System for Fiscal Year 2027.

The amount of compensation for your maintenance of highway lighting on the FDOT State Highway System for Fiscal Year 2027 is \$52,308.88 (146 x \$358.28).

As per the Lighting Maintenance Compensation Agreement, your invoice(s) totaling the amount for the current Fiscal Year Task Work Order may be submitted any time after June 1, 2026, for services rendered during the subject period.

- **Invoice #**
- **Total amount**
- **Contract #**
- **Financial Project #**
- **Service period:** July 1, 2026 – June 30, 2027

Should you have any questions or require additional information, please do not hesitate to contact the **District Maintenance Systems Administrator, Christopher Chanel**, at (954) 777-4203 or via email at [D4-DMO-LMCA@dot.state.fl.us](mailto:D4-DMO-LMCA@dot.state.fl.us).

Sincerely,

DS  
DM

DocuSigned by:  
*Kelley Hall*

846B8B00924F469...  
Antonio Castro, P.E.  
District Maintenance Engineer

cc: D4 Financial Services, File

City of Pahokee:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

To: Lidia.Perez@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

**ASM56**  
**4/16/2026**

### CONTRACT INFORMATION

<b>Contract:</b>	ASM56
<b>Contract Type:</b>	AK - PROJ PARTICIPATION (PROJ PART)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	CITY OF PAHOKEE
<b>Vendor ID:</b>	F596000400001
<b>Beginning Date of This Agreement:</b>	06/05/2025
<b>Ending Date of This Agreement:</b>	06/30/2032
<b>Contract Total/Budgetary Ceiling:</b>	
<b>Description:</b>	Highway Lighting Maintenance

### FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/16/2026**

Action:	Task Work Order
Reviewed or Approved:	*REVIEWED
Organization Code:	55044010410
Expansion Option:	A1
Object Code:	242059
Amount:	\$52,308.88
Financial Project:	40512127822
Work Activity (FCT):	787
CFDA:	
Fiscal Year:	2027
Budget Entity:	55150200
Category/Category Year:	088712/27
Amendment ID:	W002
Sequence:	00
User Assigned ID:	2027
Enc Line (6s)/Status:	/04

**Total Amount: \$52,308.88**

\*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

**Perez, Lidia**

---

**From:** Castro, Tony  
**Sent:** Monday, April 27, 2026 6:41 AM  
**To:** D4-MC; D4-DMO  
**Cc:** Arnold, Scott; Cabral, Irene  
**Subject:** Responsible Charge - District Maintenance (4/27 - 5/8)

I will be out of the office from 4/27/2026 through 5/8/2026. While I am out of the office, Kelley Hall, will be in responsible charge of the District Maintenance Office and have signature authority.

Please afford Kelley your usual courtesy and cooperation. Thank you.

**Tony Castro, P.E.**

District Maintenance Engineer  
Florida Department of Transportation  
3400 W. Commercial Blvd.  
Fort Lauderdale, Florida 33309  
[antonio.castro@dot.state.fl.us](mailto:antonio.castro@dot.state.fl.us)  
954-777-4449 office  
954-448-2905 mobile



## AGENDA

### MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Manager

SUBJECT: Adoption of the Updated Continuity of Operations Plan (COOP)

DATE: 05/26/2026

---

#### **GENERAL SUMMARY/BACKGROUND:**

1. The City of Pahokee has updated its Continuity of Operations Plan (“COOP”) to strengthen emergency preparedness, ensure continuity of essential City services during hurricanes and other disasters, improve coordination among departments, and maintain compliance with applicable emergency management standards and best practices.

#### **BUDGET IMPACT:**

There is no direct fiscal impact associated with the approval and adoption of the updated Continuity of Operations Plan.

#### **LEGAL NOTE:**

This item has been reviewed for legal sufficiency. Any additional legal guidance will be deferred to the City Attorney as necessary.

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Commission approve Resolution 2026-23 adopting the updated Continuity of Operations Plan (COOP) and authorize the City Manager to take all necessary administrative actions to implement the intent of the Resolution.

#### **ATTACHMENTS:**

Resolution 2026-23

**RESOLUTION NO. 2026-23**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND ADOPTING THE UPDATED CONTINUITY OF OPERATIONS PLAN (COOP) FOR THE CITY OF PAHOKEE, AS SET FORTH HERETO IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pahokee ("City") recognizes the importance of maintaining essential governmental functions and services during emergencies, natural disasters, hurricanes, and other unforeseen events; and

**WHEREAS**, the City desires to update its Continuity of Operations Plan ("COOP") to ensure proper preparedness, response, recovery, and continuity of municipal operations during hurricane season and other future disasters affecting the City and its residents; and

**WHEREAS**, the City Commission of the City of Pahokee ("City Commission") deems it to be in the best interests of the City to approve and adopt the updated Continuity of Operations Plan in order to enhance emergency preparedness, protect public health and safety, and ensure the continued delivery of critical City services.

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

**Section 1.** Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

**Section 2.** Approval and Authorization. The City Commission of the City of Pahokee hereby approves and adopts the updated Continuity of Operations Plan ("COOP"), attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient actions to effectuate the intent of this Resolution.

**Section 3.** Conflict. All resolutions in conflict herewith are hereby and expressly repealed.

**Section 4.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

**PASSED** and **ADOPTED** this 26th day of May, 2026.

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Nylene Clarke, CMC, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

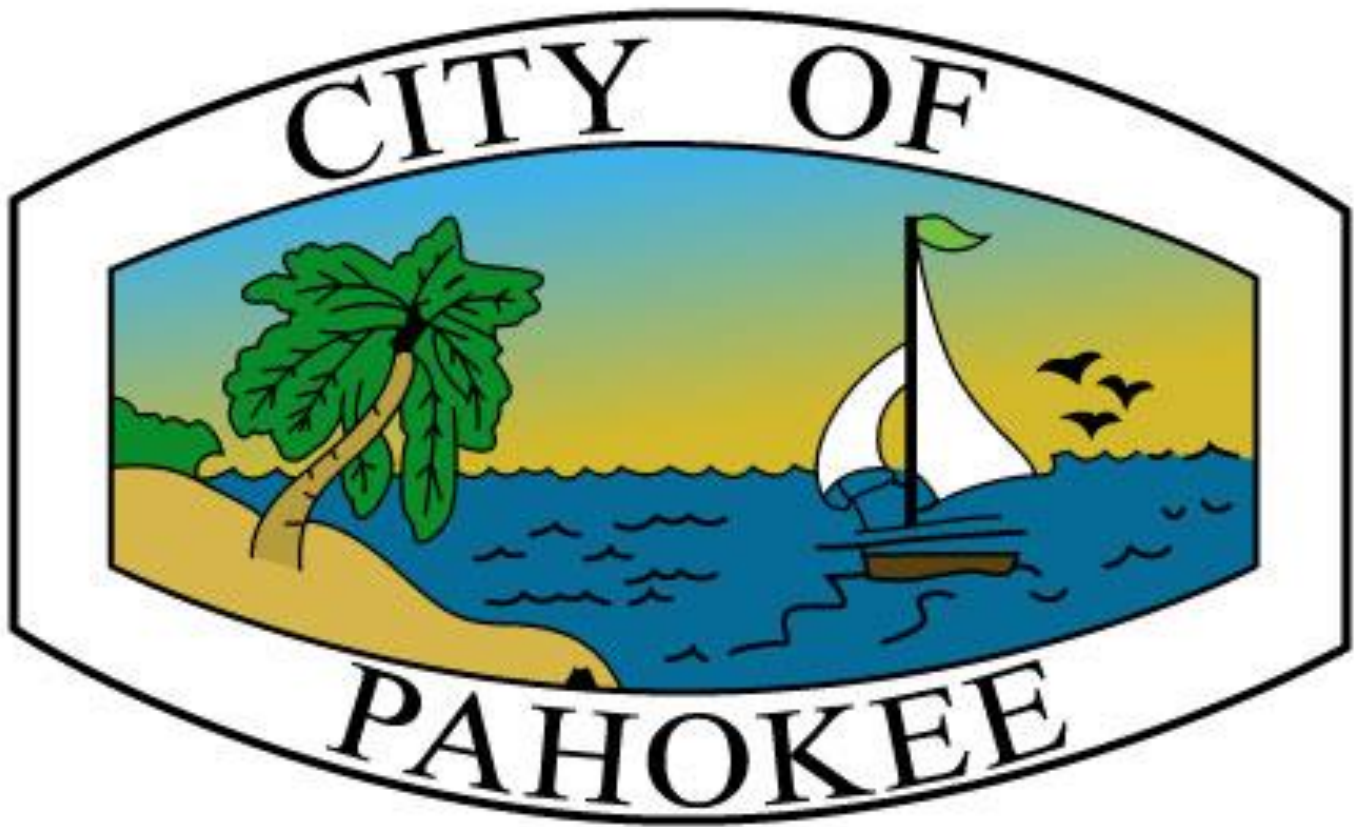
Seconded by: \_\_\_\_\_

**VOTE:**

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

**EXHIBIT "A"**

**Continuity of Operations Plan ("COOP")  
(ATTACHED)**



# Continuity of Operations Plan (COOP)

**City of Pahokee, Florida**

**May 2026**

Pursuant to Section 119.071(4), Florida Statutes, portions of this document are exempt from public disclosure. Therefore, prior to distribution, sensitive information contained herein will be appropriately redacted.

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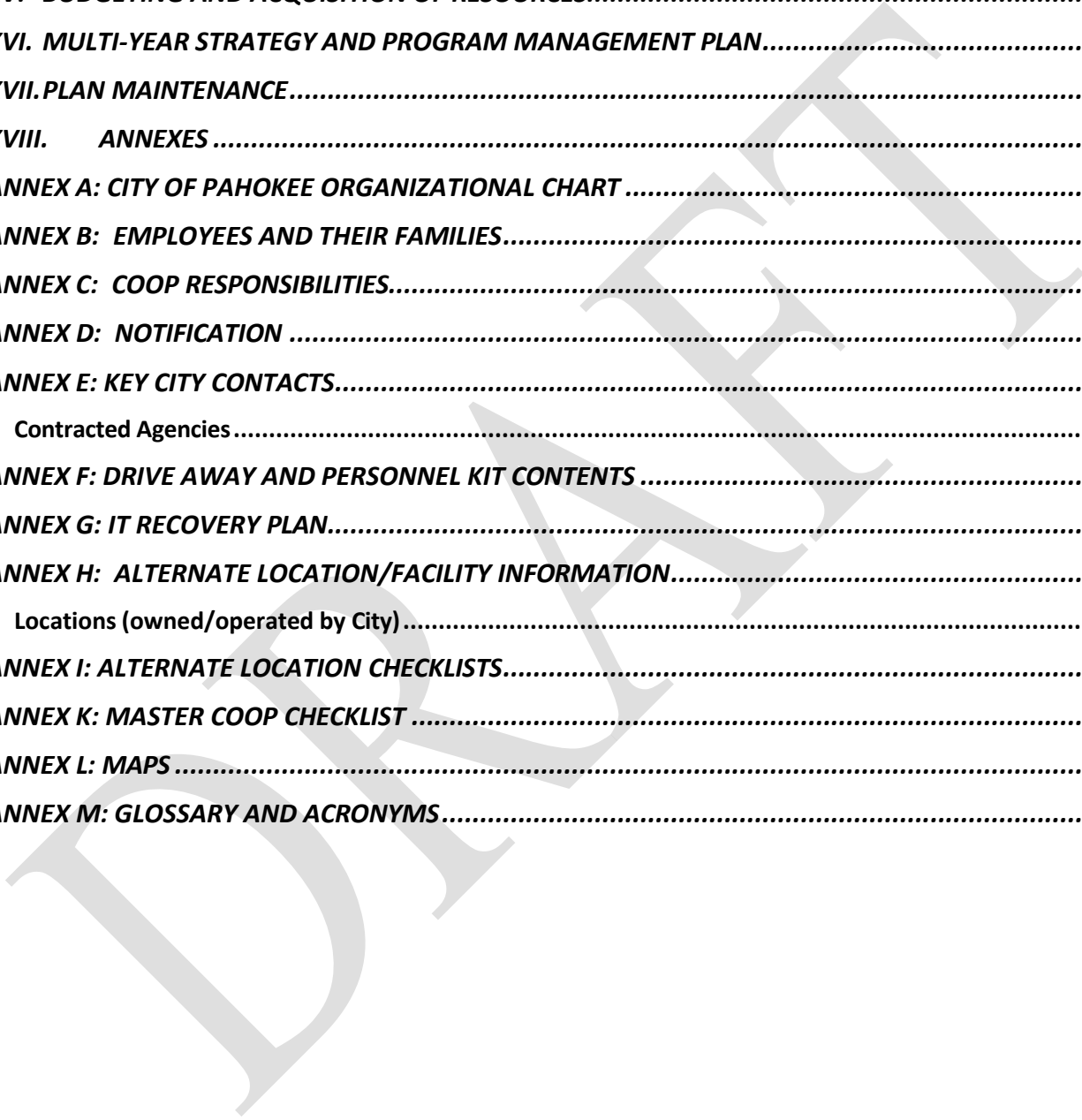
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**PUBLIC RECORDS EXEMPTION**

*Pursuant to Section 119.071(4), Florida Statutes, portions of this document are exempt from public disclosure. Therefore, prior to distribution, sensitive information contained herein will be appropriately redacted.*

DRAFT

**RECORD OF REVISIONS**

Revision	Record of Change	Responsible Party
09/2017	Update of Personnel - Succession	Chandler Williamson
05/2021	Update of Personnel - Succession	Jongelene Adams
05/2022	Executive Summary Concept of Operations Recovery Time Objectives (RTO) Order of Succession Standing Order of Succession	Jongelene Adams
06/2024	Essential Functions Recovery Time Objective Leadership: Order of Succession Standing Order of Succession Mission Critical Systems Vital Files, Records and Databases Reconstitution Checklist COOP Planning Responsibilities Organizational Chart COOP Responsibilities Key Contacts – City Contacts Outside Agencies	Jongelene Adams
05/2026	Essential Functions Concept of Operations Recovery Time Objective Leadership: Order of Succession Standing Order of Succession Vital Files, Records and Databases Reconstitution Checklist COOP Planning Responsibilities Suggested Testing and Training Frequency Annex A-E, K	Brenda L. Bryant

## I. EXECUTIVE SUMMARY

The City of Pahokee is located on the shore of Lake Okeechobee in Palm Beach County, Florida, encompasses approximately 5.4 square miles, and was incorporated in 1922. According to the 2020 U.S. Census, the City's population is 5,524.

Pahokee is governed by a five-member elected City Commission. The Mayor is elected by the citizens of Pahokee and serves as Chair of the Commission. Each Commission Member is a voting member of the governing body.

The City Commission establishes policy and enacts the laws of the City, while the administration of daily municipal operations is carried out by the City's Charter Officers and staff. The City Manager, City Clerk, and City Attorney are all Charter Officers who serve at the pleasure of the City Commission and work collaboratively in support of the Commission and the effective operation of the City government.

The City Manager is responsible for the day-to-day administration of the City, including supervising and coordinating City departments, appointing and removing department directors, preparing the annual budget for the Commission's consideration, and providing reports and recommendations to the Commission. All department heads report to the City Manager. The City Clerk is responsible for maintaining official City records, coordinating public meetings and agendas, and supporting legislative and administrative functions. The City Attorney serves as the chief legal advisor to the City Commission, Charter Officers, and City departments. A top-level City organizational chart is provided in *Annex A: City of Pahokee Organizational Chart*.

South Florida is subject to a variety of hazards that may disrupt normal governmental operations. Continuity of Operations Planning (COOP) is a strategy through which City departments ensure the continued performance of essential functions during a wide range of potential emergencies. This is accomplished through the development of plans, comprehensive procedures, and provisions for alternate facilities, personnel, resources, interoperable communications, and vital records and databases.

This Continuity of Operations Plan (COOP) applies to all City departments and establishes the process and methodology for maintaining Continuity of Government (COG) in the event that normal operations are disrupted by any hazard or emergency..

## II. INTRODUCTION

A Continuity of Operations Plan (COOP) is a comprehensive planning process designed to ensure the continued performance of essential governmental functions during and after an emergency, disaster, or other disruptive event. The COOP establishes the framework, procedures, and organizational structure necessary to sustain critical operations when normal facilities, systems, staffing, or communications are damaged, inaccessible, or otherwise unavailable. This plan is developed in accordance with applicable federal and state continuity planning guidance, including principles established by the Federal Emergency Management Agency (FEMA), the U.S. Department of Homeland Security, and the Florida Division of Emergency Management.

Past catastrophic events, including but not limited to hurricanes, floods, tornadoes, severe weather incidents, technological failures, public health emergencies, cyber incidents, and acts of terrorism all demonstrate the vulnerability of governmental operations to both natural and human-caused hazards. Such events reinforce the importance of maintaining continuity capabilities to ensure the uninterrupted delivery of essential public services and the preservation of public health, safety, and welfare. FEMA defines an emergency as “any unplanned event that can cause deaths or significant injuries to employees, customers, or the public; disrupt operations; cause physical or environmental damage; or threaten an organization’s financial stability or public confidence.”

While emergencies and disasters cannot always be prevented, proactive planning and preparedness measures significantly reduce their operational impact. Continuity of Operations Planning provides the City with a structured and coordinated approach to prepare for, respond to, recover from, and restore critical governmental functions under all-hazards conditions. The COOP identifies essential functions, orders of succession, delegations of authority, alternate operating facilities, interoperable communications, vital records protection, and resource requirements necessary to sustain operations during periods of disruption.

The City recognizes that continuity operations depend not only on facilities, equipment, and systems, but also on the readiness and resilience of its personnel. During a COOP event, employees must remain focused on sustaining mission-essential functions and critical public services. That focus may be adversely affected if employees are concerned about the safety and welfare of their families. Accordingly, City leadership encourages all personnel to develop and maintain individual and family emergency preparedness plans, including emergency communication procedures, evacuation planning, and disaster supply kits. Promoting employee and family preparedness strengthens the City’s overall continuity capability and supports the effective execution of COOP operations. Additional guidance regarding employee and family preparedness is provided in Annex B: Employees and Their Families.

This COOP is intended to support the continuity of government and continuity of essential services for the City, while safeguarding employees, elected officials, residents, and public assets. The implementation of this plan will enable the City to maintain mission-essential functions, ensure effective decision-making and coordination, and facilitate an orderly recovery and restoration of normal operations following an emergency or disaster.

### III. PURPOSE

The purpose of this COOP and the COOP planning process is to impart an all-hazard planning approach to provide structure, procedures, operational guidance, and coordination to City staff in the event of an emergency.

Contained within this plan are procedures and guidance to managers and staff in the event that one or more of the City's facilities are rendered inoperable or unavailable for a period of time exceeding 12 hours.

This plan also guarantees a practice of rigorous planning well in advance of a COOP event. Such advanced planning will not only help to ensure the continuance of mission critical functions, but will also help to prevent injury/death and minimize damage to and losses of City resources.

The overarching goal of this COOP is to provide comprehensive instructions to ensure that the mission critical functions of the City are fully operational no later than 12 hours after activation of the plan, with the remaining critical functions to follow.

Moreover, depending upon the nature of the emergency, the plan must enable sustained operations for 30 days or longer at an alternate site(s).

### IV. APPLICABILITY AND SCOPE

This Continuity of Operations Plan (COOP) covers all essential government functions for the City of Pahokee, Florida. The basic plan covers the City as a whole. This COOP is intended to be implemented for any hazard, threat, or other disruption of normal services faced by the City. It is not specific to any single hazard or risk.

The City recognizes and acknowledges that the protection of its assets and business operations is a major responsibility to its employees and to the City. Therefore, it is a policy of the City that a viable COOP be established and maintained to ensure high levels of service quality and availability. It is also a policy of the City to protect life, information, and property, in that order. To this end, procedures have been developed to support the resumption of time-sensitive business operations and functions in the event of their disruption at the facilities identified in this plan. The City is committed to supporting service resumption and recovery efforts at alternate facilities, if required. Likewise, the City and its management are responsible for developing and maintaining a viable COOP that conforms to acceptable insurance, regulatory, and ethical practices and is consistent with the provisions and direction of other City policies, plans, and procedures. The provisions of this document apply to the City and its offices.

Support from other state agencies and local governments as described herein will be coordinated with the City Manager as applicable.

This document applies to situations that require relocation of mission-essential functions of the City as determined by the City Manager. The scope does not apply to temporary disruptions of service during short-term building evacuations or other situations where services are anticipated to be restored in the primary facility within a short period. The City Manager will determine situations that require implementation of the COOP.

## V. AUTHORITIES AND REFERENCES

### AUTHORITIES

#### Federal Authorities and Guidance

- Federal Emergency Management Agency (FEMA) Continuity Guidance Circular (CGC) 1, *Continuity Guidance for Non-Federal Governments*
- FEMA Continuity Guidance Circular (CGC) 2, *Continuity Guidance for Federal Executive Branch Mission Essential Functions and Primary Mission Essential Functions*
- U.S. Department of Homeland Security National Incident Management System (NIMS)
- Federal Emergency Management Agency National Response Framework (NRF)
- Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents*
- Homeland Security Presidential Directive 20 (HSPD-20), *National Continuity Policy*
- Federal Continuity Directive 1 (FCD-1), *Federal Executive Branch National Continuity Program and Requirements*

#### State of Florida Authorities

- Chapter 252, Florida Statutes, *Emergency Management*
- Section 252.38, Florida Statutes, *Emergency Management Powers of Political Subdivisions*
- Section 252.365, Florida Statutes, *Emergency Coordination Officers; Disaster-Preparedness Plans*
- Chapter 119, Florida Statutes, *Public Records*, including exemptions related to security systems and emergency response information
- Chapter 282, Florida Statutes, *Digital Government and State Technology*, relating to communications and information technology continuity
- Florida Comprehensive Emergency Management Plan (CEMP)
- Florida Division of Emergency Management Continuity Planning Guidance

#### Regional and Local Authorities

- Palm Beach County Comprehensive Emergency Management Plan (CEMP)
- Palm Beach County Emergency Operations Procedures and applicable mutual aid agreements
- City of Pahokee Charter and Code of Ordinances
- Applicable City resolutions, emergency declarations, and administrative policies related to emergency management and continuity of government

#### References

The following references were utilized in the development of this COOP:

- FEMA Continuity Excellence Series (Professional and Master Practitioner Programs)
- FEMA Continuity Resource Toolkit
- FEMA Comprehensive Preparedness Guide (CPG) 101, *Developing and Maintaining Emergency Operations Plans*
- FEMA Emergency Management Institute continuity planning training materials
- National Fire Protection Association (NFPA) 1600, *Standard on Continuity, Emergency, and Crisis Management*
- Palm Beach County Division of Emergency Management planning guidance and procedures
- Applicable interlocal agreements, mutual aid agreements, and departmental emergency procedures

## VI. PLANNING CONSIDERATIONS AND ASSUMPTIONS

A number of planning considerations and assumptions form the basis for this COOP. Under this COOP, the City must:

- Be capable of implementing the COOP both with and without warning (see Concept of Operations, page 10).
- Be operational to provide mission critical functions within the first 12 hours after activation.
- Be capable of maintaining sustained operations for 30 days or more at an alternate location.
- Be compatible with the Florida and Palm Beach County statutes.
- Include regularly scheduled testing, training, and exercising of personnel, equipment, systems, processes, and procedures used to support the department during a COOP event.
- Locate alternate facilities in areas where the ability to initiate, maintain, and conclude COOP is optimal.
- Consider the distance of the alternate facility from the primary facility.
- Provide for semi-annual assessment of currently identified alternate operating facilities.
- Take advantage of existing City infrastructures and give consideration to other work options, such as telecommuting, work-at-home, and shared facilities.
- Refer to other current City or Palm Beach County plans for supporting information.

## VII. CONCEPT OF OPERATIONS

This Continuity of Operations Plan (COOP) is designed to ensure the continued performance of the City's Mission Essential Functions (MEFs) during and following any emergency, disaster, or incident that disrupts normal governmental operations. This plan applies to all hazards and threats, whether natural, technological, or human-caused, that may impair the City's ability to provide essential public services. Department-specific continuity procedures and operational responsibilities are identified in the applicable departmental annexes.

This COOP is intended to complement and operate in coordination with the City's Emergency Operations Plan (EOP), Palm Beach County emergency management procedures, and applicable state and federal emergency management frameworks. A current copy of the City's Emergency Operations Plan, this COOP, and associated emergency contact information shall be maintained as part of the City's vital records program and included in designated emergency management and continuity resources.

The City shall conduct continuity operations in accordance with the principles of the Federal Emergency Management Agency (FEMA), the National Incident Management System (NIMS), and applicable guidance issued by the Florida Division of Emergency Management and Palm Beach County Division of Emergency Management. COOP activities shall be conducted consistent with the continuity phases of readiness and preparedness, activation and relocation, continuity operations, and reconstitution.

A key consideration of the City's continuity strategy is the ability to activate COOP operations during both work and non-work hours, with or without advance warning. Certain incidents, such as hurricanes or severe weather events, may provide advance notice that permits an orderly activation and deployment process. Other incidents, including fires, explosions, cyber incidents, infrastructure failures, or acts of violence, may occur without warning and require immediate implementation of continuity procedures.

The authority to activate this COOP rests with the City Manager or designee in accordance with the City Charter, applicable emergency management authorities, and the orders of succession and delegations of authority established in this Plan. Activation of the COOP may occur independently or concurrently with evacuation orders, emergency declarations, or activation of the City's Emergency Operations Plan.

The COOP may be implemented under the following conditions:

### With Warning

When advance warning is available, the City may implement continuity measures prior to the onset of the incident. This may include notification of personnel, protection of vital records, activation of alternate facilities, deployment of essential personnel, and coordination with Palm Beach County and state emergency management agencies. Advance warning conditions are expected to permit a more orderly and complete activation process.

### Without Warning

The City shall maintain the capability to implement continuity operations without prior notice. The effectiveness of continuity operations under no-warning conditions will depend on the severity and scope of the incident, availability of personnel, operational communications, and accessibility of facilities and systems.

#### During Work Hours

If an incident occurs during normal operating hours, designated essential personnel may be directed to relocate to alternate operating facilities or other designated locations as necessary to continue Mission Essential Functions. Department directors and supervisors shall account for personnel and coordinate continuity operations through established lines of authority.

#### During Non-Work Hours

If an incident occurs outside normal operating hours, designated personnel shall be notified through established emergency notification procedures and directed to report to assigned locations or perform continuity functions remotely, as appropriate. Continuity personnel shall maintain readiness to support operations for the duration of the emergency or disruption.

Certain localized or short-duration incidents, such as temporary facility evacuations caused by fire alarms, hazardous materials incidents, utility failures, or security threats, may not require full activation of the COOP if Mission Essential Functions can continue without significant disruption.

A list of City personnel positions and assigned continuity responsibilities is provided in Annex C: COOP Responsibilities.

DRY

## ESSENTIAL FUNCTIONS

### 1. Identification of Essential Functions

In accordance with FEMA Continuity Guidance Circulars (CGC) 1 and 2, Mission Essential Functions (MEFs) are those governmental functions that must be continued or rapidly resumed during a disruption to ensure the continuation of critical services, the preservation of public health and safety, the exercise of civil authority, and the continuity of government operations.

Mission Essential Functions enable the City to:

- Maintain continuity of government and executive leadership;
- Protect public health, safety, and welfare;
- Provide critical public infrastructure and municipal services;
- Maintain emergency communications and public information capabilities;
- Preserve vital records and financial operations; and
- Coordinate emergency response and recovery operations with local, state, and federal agencies.

The City has identified the following Mission Essential Functions and supporting continuity responsibilities:

Priority	Essential Functions	Department
1	Maintain continuity of executive leadership and government operations	City Commission / City Manager
1	Maintain emergency communications and public information	City Clerk / City Manager / Public Information
1	Coordinate emergency operations with Palm Beach County, State, and Federal agencies	City Manager
1	Maintain continuity of public infrastructure and emergency public works operations	Public Works
1	Conduct emergency damage assessment and recovery coordination	Building, Planning & Zoning / Public Works
1	Maintain emergency financial operations, payroll, and procurement authority	Finance / Human Resources
1	Preserve and protect vital records and legal documentation	City Clerk
2	Maintain regulatory, permitting, and code enforcement functions necessary for recovery operations	Building, Planning & Zoning / Code Enforcement
2	Maintain employee accountability and emergency personnel notifications	Human Resources / City Manager

2	Support continuity of community services and recovery assistance programs	Community & Economic Development / Parks & Recreation
1	Maintain continuity of executive leadership and government operations	City Commission / City Manager
1	Maintain emergency communications and public information	City Clerk / City Manager / Public Information
1	Coordinate emergency operations with Palm Beach County, State, and Federal agencies	City Manager
1	Maintain continuity of public infrastructure and emergency public works operations	Public Works
1	Conduct emergency damage assessment and recovery coordination	Building, Planning & Zoning / Public Works
1	Maintain emergency financial operations, payroll, and procurement authority	Finance / Human Resources

Direct life-safety functions, including law enforcement, fire rescue, and emergency medical response services, are provided through coordination with the Palm Beach County Sheriff's Office (PBSO) and Palm Beach County Fire Rescue (PBCFR). The City shall coordinate continuity and emergency operations with the Palm Beach County Emergency Operations Center (EOC) in accordance with NIMS, the Incident Command System (ICS), and applicable mutual aid agreements.

## 2. Recovery Time Objective (RTO)

Recovery Time Objectives (RTOs) identify the maximum acceptable period of disruption for Mission Essential Functions before unacceptable operational impacts occur. RTOs assist the City in prioritizing restoration activities, allocating resources, and establishing continuity strategies necessary to sustain essential operations during emergencies or disasters.

The following RTOs have been established for the City’s identified Mission Essential Functions:

Priority	Essential Functions	RTO	Department
1	Continuity of executive leadership	Immediate	City Manager
1	Emergency public information	<1 hour	City Clerk/PIO
1	Emergency communications	<1 hour	IT/Administration
1	Emergency infrastructure support	<3 hours	Public Works
1	Emergency financial authority	<24 hours	Finance
2	Regulatory and permitting continuity	<5 days	Building & Zoning

The City shall periodically review and update Mission Essential Functions and Recovery Time Objectives to ensure consistency with operational capabilities, applicable legal requirements, technological changes, and evolving continuity planning guidance.

## ACTIVATION AND RELOCATION

### 1. Decision Process

In the aftermath of an emergency in which normal operations are severely disrupted, the City Manager (or designee) will, as rapidly as possible, begin communications to review the extent of the emergency and assess the emergency's physical and operational effects in order to determine the best course of action. The first priority is always that of life safety.

When an event causes a significant disruption of normal operations for the City government, the City Manager (or the designee) will designate a "COOP event" and the appropriate elements of this Plan will be implemented. Designation of a COOP event by the City Manager is by written executive order. This order may or may not be accompanied by a local declaration of emergency by the Mayor or City Commission or a declaration by Palm Beach County. This declaration may or may not be accompanied by a local evacuation order (see City Evacuation Plan).

The City Manager (or designee) is responsible for ordering the implementation of the COOP and determining the short and long term planning objectives for the City. Based on the situation, the City Manager or designee will make the determination as to which alternate COOP facility will be utilized.

Life Safety actions are always the first priority. The City Manager and Department Heads will ensure that all employees evacuate to a safe distance and conduct a staff roll call.

### 2. Alert, Notification, and Implementation Process

Upon declaration of a COOP event, procedures include notification of all City Administration employees, the alternate facility manager, as well as the Palm Beach County Emergency Operations Center.

The City Manager will implement the following notification process to inform City employees:

- Information and guidance for City Employees will be passed via telephone using an emergency telephone tree/cascade. Depending on the situation, current information may also be available via word-of-mouth and/or email.
- City employees will be asked to stay in contact with their Department directors.

The notification process for the City is provided in Annex D: Notification.

**LEADERSHIP**

**1. Orders of Succession**

Orders of Succession establish the process for the orderly and temporary transfer of authority and responsibility necessary to ensure continuity of government and continuity of operations during emergencies or disruptions that render key personnel unavailable, incapacitated, or unable to perform their official duties. Succession authority shall remain in effect until relieved by the return of the primary official, a higher-ranking successor, or other lawful authority.

The City of Pahokee operates under a Commission-Manager form of government. The City Commission serves as the governing and legislative body of the City, while the City Manager serves as the chief administrative officer responsible for the day-to-day administration of municipal operations in accordance with the City Charter. The City Clerk and City Attorney are Charter Officers who serve at the pleasure of the City Commission and support continuity of government and municipal operations during continuity events.

In the event the City Manager is unavailable or unable to perform assigned duties during a COOP activation, authority shall transfer in the following order of succession:

City Manager Order of Succession	
Order	Position
1	City Clerk
2	Finance Director
3	Director of Public Works
4	Director of Community & Economic Development

City Clerk Order of Succession	
Order	Position
1	Finance Director
2	Senior Accountant
3	Human Resources Director

Finance Director Order of Succession	
Order	Position
1	Senior Accountant
2	Human Resources Director

Human Resources Director Order of Succession	
Order	Position
1	Director of Community & Economic Development
2	Director of Public Works

<b>Director of Community &amp; Economic Development Order of Succession</b>	
Order	Position
1	Building, Planning & Zoning Manager
2	Director of Public Works

<b>Building, Planning &amp; Zoning Manager Order of Succession</b>	
Order	Position
1	Director of Public Works
2	Assistant Director of Public Works

<b>Director of Public Works Order of Succession</b>	
Order	Position
1	Assistant Director of Public Works
2	Director of Parks & Recreation

<b>Director of Parks &amp; Recreation Order of Succession</b>	
Order	Position
1	Assistant Director of Parks & Recreation
2	Parks & Recreation Programs Director

<b>City Commission Leadership Succession</b>	
Order	Position
1	Mayor
2	Vice Mayor
3	Remaining Commission Members by seniority of service

If a quorum of the City Commission is unavailable during a declared emergency, the City shall coordinate continuity of government actions in accordance with the City Charter, applicable emergency authorities, Florida law, and emergency procedures governing remote meetings, emergency declarations, and continuity of legislative operations.

Key personnel emergency contact information is maintained in Annex E: Key Contacts.

## **DELEGATIONS OF AUTHORITY**

Delegations of Authority establish the legal and operational framework for designated officials to make decisions and carry out essential governmental functions during continuity operations when primary officials are unavailable or when rapid decision-making is required. Delegated authorities shall be exercised in accordance with the City Charter, applicable ordinances, state law, emergency declarations, procurement regulations, and established administrative policies.

Upon activation of the COOP, the City Manager, or successor pursuant to the established order of succession, shall retain authority necessary to direct continuity operations, coordinate emergency response and recovery activities, authorize emergency expenditures consistent with applicable procurement requirements, and ensure the continuation of Mission Essential Functions.

Department directors and designated successors are authorized to make operational decisions necessary to sustain essential departmental functions during continuity operations, including personnel assignments, resource coordination, emergency procurement requests, and operational continuity measures within their respective areas of responsibility.

Delegations of Authority shall:

- Identify the individual authorized to act;
- Define the scope and limitations of delegated authority;
- Specify the circumstances under which delegated authority becomes effective;
- Remain effective until terminated by the appropriate authority or return of the primary official; and
- Be documented and maintained as part of the City's vital records program.

## DEVOLUTION

Devolution is the capability to transfer statutory authority, operational responsibility, and decision-making authority for Mission Essential Functions from primary personnel, facilities, or systems to alternate personnel, facilities, or operational locations when primary leadership or operational capabilities are unavailable or incapacitated. Devolution ensures the continuation of essential governmental functions during catastrophic emergencies, prolonged disruptions, or incidents that prevent normal continuity operations. The City shall maintain the capability to devolve essential governmental functions to alternate personnel and locations in order to sustain continuity of government and continuity of operations under all-hazards conditions. Devolution may become necessary when:

- Primary leadership is incapacitated or unavailable;
- Primary facilities are inaccessible or inoperable;
- Communications systems are severely disrupted;
- Staffing shortages prevent normal continuity operations; or
- A catastrophic incident renders normal continuity procedures ineffective.

Under devolution conditions, designated successors identified in the Orders of Succession section shall assume authority for Mission Essential Functions in accordance with established delegations of authority and continuity procedures. Alternate personnel may operate from alternate facilities, remote work environments, or other designated continuity locations capable of supporting essential operations.

The City's devolution strategy includes:

- Transfer of operational authority to designated successors;
- Continuity of executive leadership and decision-making authority;
- Protection and accessibility of vital records and information systems;
- Redundant and interoperable communications capabilities;
- Coordination with Palm Beach County, the State of Florida, and regional response partners; and
- Sustainment of Mission Essential Functions until normal operations can be restored.

The City shall coordinate continuity and devolution activities with the Palm Beach County Division of Emergency Management, the Florida Division of Emergency Management, and applicable mutual aid partners as necessary to support continuity of government and emergency operations.

Department directors shall maintain procedures necessary to transfer essential functions, records, communications, personnel, and operational responsibilities to alternate personnel or facilities during continuity events. Additional devolution procedures may be developed and maintained within departmental annexes or supporting continuity documents as appropriate.

**VIII. ALTERNATE FACILITY OPERATIONS**

**1. Mission Critical Systems**

A system, application, or piece of equipment is considered critical if it is necessary to support Mission Essential Functions (MEFs), sustain emergency operations, maintain public safety, ensure continuity of government, or enable recovery of essential services during or following a disruption.

Critical systems shall be maintained with appropriate redundancy, backup capabilities, cybersecurity protections, and recovery procedures consistent with applicable guidance from the Federal Emergency Management Agency, the Florida Division of Emergency Management, and applicable Palm Beach County emergency management coordination standards.

The City utilizes a combination of internal systems and contracted Information Technology (IT) service providers to support operational continuity. Certain services, including email and cloud-based systems, are hosted and maintained by third-party vendors under service agreements that include continuity and recovery provisions.

The City shall ensure that all critical systems have:

1. Documented recovery procedures;
2. Redundant data storage or cloud backup;
3. Cybersecurity protections consistent with industry standards;
4. Recovery Time Objectives (RTOs) aligned with COOP requirements; and
5. Vendor-supported continuity provisions where applicable.

System / Equipment	Primary Location	Backup / Alternate Capability
Desktop and laptop computers	City Hall / Departments	Remote devices / vendor support
Printers and copiers	City Hall	Vendor replacement / leased equipment
Servers	City Hall / Cloud environment	Cloud-hosted backup/vendor data center
Email and messaging systems	Cloud service provider	Vendor secondary servers
Telephone systems	City Hall / VoIP provider	Mobile devices/ alternate routing
Backhoe and loader	Public Works / Cemetery Shop	Mutual aid / rental agreements
Dump truck	Public Works	Mutual aid / contractor support
Fuel storage systems	County or contracted facility	Mutual aid agreements
Chainsaws and handheld tools	Public Works	Replacement stock / mutual aid

## 2. Vital Files, Records, and Databases

Vital records, files, and databases consist of electronic and hardcopy documents, records, references, systems, and information resources necessary to support Mission Essential Functions (MEFs) during a Continuity of Operations (COOP) event, carry out statutory and regulatory responsibilities, protect legal and financial interests, and restore full governmental operations following an emergency or disruption.

The management and protection of vital records shall be conducted in accordance with applicable federal and state continuity planning guidance, including records retention and public records requirements established under Chapter 119, Florida Statutes, applicable Florida records retention schedules, and City policies governing records management and information security.

The City shall maintain procedures to ensure that vital records remain accessible, protected, and recoverable during continuity operations. Protection measures may include:

- Secure cloud-based or off-site electronic backup systems;
- Fire-resistant and water-resistant storage containers or safes;
- Alternate facility storage of critical records and documents;
- Portable continuity files and drive-away kits;
- Encryption and cybersecurity protections for electronic records;
- Periodic backup verification and testing; and
- Redundant storage and recovery procedures for critical systems and databases.

City personnel shall take reasonable protective actions to safeguard critical equipment, records, and information systems prior to anticipated emergency events when time and conditions permit. Such measures may include securing facilities, protecting electronic equipment from power surges, performing system backups, safeguarding portable media devices, and relocating critical documents or equipment to alternate secure locations.

The City's long-term continuity objective is to ensure that all vital records and essential information systems are protected, recoverable, and accessible following a COOP event through the use of redundant storage systems, alternate site access, and coordinated information technology disaster recovery procedures.

other electrical equipment, measures which are particularly important during hurricane and related events.

Vital Record / Database	Record Format	Alternate Facility Availability	Portable / Emergency Access	Off-Site or Cloud Backup
<b>COOP Plan and Annexes</b>	Electronic and Hardcopy	Yes	Yes	Yes
<b>Building Plans</b>	Electronic and Hardcopy	Limited	Limited	Yes
<b>Rehabilitation and Demolition Files</b>	Electronic and Hardcopy	Yes	No	Yes
<b>Permits and Licensing Records</b>	Electronic and Hardcopy	Limited	No	Yes
<b>Event Files</b>	Electronic and Hardcopy	No	Yes	Yes
<b>Grant Files</b>	Electronic and Hardcopy	No	Yes	Yes
<b>Contracts and Agreements</b>	Electronic and Hardcopy	No	Yes	Yes
<b>Resolutions</b>	Electronic and Hardcopy	No	Limited	Yes
<b>Bid Proposals and Procurement Records</b>	Electronic and Hardcopy	No	Yes	Yes
<b>City Commission Minutes</b>	Electronic and Hardcopy	No	Limited	Yes
<b>Ordinances</b>	Electronic and Hardcopy	No	Limited	Yes
<b>Code of Ordinances</b>	Electronic and Hardcopy	No	Yes	Hosted/Published Electronically
<b>Maps and GIS Records</b>	Electronic and Hardcopy	Limited	Limited	Yes

<b>Cemetery Maps and Ledger Books</b>	Hardcopy / Limited Electronic	No	Yes	Partial
<b>Land Development Records</b>	Electronic and Hardcopy	No	Yes	Yes
<b>Preneed Files</b>	Electronic and Hardcopy	No	Yes	Yes
<b>Memorial Files</b>	Electronic and Hardcopy	No	Yes	Yes
<b>Revenue Logs</b>	Electronic and Hardcopy	No	Yes	Yes
<b>Purchase Order Request Logs</b>	Electronic and Hardcopy	No	Yes	Yes
<b>Funeral Logs</b>	Electronic and Hardcopy	No	Yes	Yes
<b>Blank Checks and Emergency Financial Instruments</b>	Hardcopy	No	Restricted Emergency Access	Secure Financial Storage

Certain records may be maintained through contracted software vendors, cloud-hosted systems, financial management systems, or records management platforms. Vendor-supported systems shall include continuity and recovery provisions sufficient to support restoration of Mission Essential Functions during continuity operations.

Emergency financial instruments, including blank checks and emergency procurement documentation, shall be maintained in secure locations accessible only to authorized personnel in accordance with established financial controls, procurement policies, and internal control procedures. Limited emergency financial materials may be included in authorized continuity or drive-away kits for use during declared emergencies or continuity activations when standard financial systems are unavailable.

Department directors shall periodically review and update departmental vital records inventories to ensure records remain current, protected, and accessible during continuity operations. The City’s Information Technology disaster recovery procedures and continuity support measures are further addressed in Annex G: Information Technology Recovery Plan.

### 3. Drive-Away Kits and Personal Preparedness Bags

Drive-away kits and personal preparedness bags support the rapid activation and sustained operation of continuity personnel during a Continuity of Operations (COOP) event. These kits provide designated personnel with the equipment, records, supplies, and resources necessary to perform Mission Essential Functions (MEFs) from alternate facilities, temporary work locations, or remote operating environments.

Essential personnel identified within this COOP shall maintain individual drive-away kits appropriate to their assigned continuity responsibilities. Kits should be maintained in a state of operational readiness and reviewed periodically to ensure contents remain current, functional, and consistent with operational requirements. Departments may maintain supplemental continuity kits containing specialized equipment, forms, reference materials, and operational supplies necessary to support departmental continuity functions.

Drive-away kits may include, as appropriate:

- Copies of continuity procedures and emergency contact information;
- Portable electronic devices and chargers;
- Secure access credentials and authentication devices;
- Critical forms, records, and reference materials;
- Office supplies and communications equipment;
- Flashlights, batteries, and basic safety supplies;
- Personal protective equipment (PPE), when appropriate; and
- Other materials necessary to support continuity operations.

Personnel assigned continuity responsibilities are also encouraged to maintain personal preparedness bags containing essential personal items and emergency supplies sufficient to support individual readiness during emergency operations. Personal preparedness measures support employee resilience and enhance the City's overall continuity capability.

Drive-away kits and personal preparedness supplies shall be maintained in accordance with applicable City policies governing information security, records protection, and emergency management procedures. Sensitive or confidential information included in continuity kits shall be appropriately safeguarded in accordance with Florida public records laws, cybersecurity standards, and applicable records retention requirements.

Additional guidance regarding continuity kits and personal preparedness supplies is provided in Annex F: Drive-Away Kit and Personal Preparedness Checklist.

## IX. COOP Deactivation

COOP Deactivation is the formal process by which the City transitions from continuity operations back to normal governmental operations following stabilization of the emergency, disruption, or event that required activation of the Continuity of Operations Plan (COOP). Deactivation includes the orderly termination of continuity operations, restoration of normal organizational structures and operating procedures, return of personnel and resources, and completion of post-event documentation and recovery activities.

COOP deactivation shall occur in coordination with reconstitution activities and shall be conducted in a manner that ensures continuity of government, protection of public health and safety, restoration of Mission Essential Functions (MEFs), accountability of personnel and resources, and compliance with applicable federal, state, county, and local emergency management requirements.

This section is intended to support continuity planning requirements consistent with Chapter 252, Florida Statutes, applicable emergency management guidance issued by the Florida Division of Emergency Management, and coordination procedures established by the Palm Beach County Division of Emergency Management.

### Authority to Deactivate COOP Operations

The authority to deactivate continuity operations rests with the City Manager or the authorized successor identified in the established Order of Succession. The City Manager shall coordinate deactivation decisions with department directors, continuity personnel, Palm Beach County emergency management officials, and other governmental or operational partners as necessary.

Prior to deactivation, the City Manager or designee shall determine that:

- Immediate threats to life safety have stabilized or ceased;
- Primary or alternate operating facilities are safe and operational;
- Mission Essential Functions (MEFs) can be sustained under normal operating conditions;
- Communications and information technology systems are sufficiently operational;
- Staffing levels are adequate to resume standard operations; and
- Reconstitution activities have progressed sufficiently to support return to normal operations.
- COOP Deactivation Procedures

Upon authorization to deactivate continuity operations, the City shall implement an orderly transition process that may include the following actions:

- Notify continuity personnel, department directors, elected officials, partner agencies, vendors, and support organizations of the deactivation decision and operational transition timeline.
- Coordinate phased return of personnel, equipment, records, and operational resources from alternate facilities or continuity operating locations.
- Restore standard administrative procedures, reporting structures, and operational schedules to the extent practicable.
- Verify restoration and operational readiness of information technology systems, communications systems, cybersecurity protections, and operational databases.
- Restore and reconcile vital records, financial documentation, procurement records, and emergency expenditure documentation.
- Ensure continuity records, incident documentation, damage assessments, reimbursement documentation, and operational records are preserved in accordance with applicable records retention requirements and Chapter 119, Florida Statutes.

- Conduct accountability and inventory verification for City personnel, equipment, vehicles, supplies, continuity kits, and operational resources utilized during continuity operations.
- Coordinate continued recovery operations, disaster assistance activities, and long-term restoration activities as necessary.
- Return leased, borrowed, mutual aid, or contracted resources in accordance with applicable agreements and operational needs.
- Deactivate temporary continuity workspaces, alternate operating facilities, and emergency operational systems no longer required for recovery operations.
- Post-Deactivation Review and Corrective Actions

Following deactivation of continuity operations, the City shall conduct a post-event review process to evaluate the effectiveness of continuity operations, identify operational strengths and deficiencies, and develop corrective actions or improvement recommendations.

The post-event review process may include:

- After-action meetings with department directors and continuity personnel;
- Review of operational timelines and Recovery Time Objectives (RTOs);
- Evaluation of communications and interoperable systems performance;
- Review of staffing, logistics, and continuity resource adequacy;
- Evaluation of alternate facility operations and relocation procedures;
- Review of cybersecurity, IT recovery, and records recovery operations; and
- Identification of lessons learned and continuity improvement opportunities.

Corrective actions and improvement recommendations identified during the review process shall be incorporated into future continuity planning, training, testing, budgeting, and plan maintenance activities, including updates to the Multi-Year Strategy and Program Management Plan (MYSPMP) where applicable.

### **Documentation and Records Retention**

All records associated with continuity activation, continuity operations, emergency expenditures, contracts, mutual aid activities, damage assessments, personnel assignments, and recovery operations shall be maintained in accordance with applicable City policies, records retention schedules, and Florida public records requirements.

Sensitive security information, continuity procedures, cybersecurity information, and protected operational information shall be safeguarded from unauthorized disclosure in accordance with applicable law and City policy.

## **X. RECONSTITUTION**

Reconstitution is the process by which the City transitions from continuity operations and restores normal governmental functions, personnel, systems, and services following the conclusion of a continuity event. Reconstitution includes the orderly return to primary facilities or transition to alternate long-term facilities when original facilities remain inaccessible or unusable.

The reconstitution process shall begin when the City Manager, or designee pursuant to the established order of succession, determines that:

1. Emergency conditions have stabilized;
2. The threat or hazard has passed or is unlikely to reoccur;
3. Facilities are safe for re-occupancy; and
4. Mission Essential Functions can be safely resumed under normal operating conditions.

The City shall coordinate reconstitution activities with the Palm Beach County Division of Emergency Management, utility providers, emergency response agencies, and other support organizations as necessary to facilitate recovery operations and restoration of governmental services.

The Building official, Building, Planning & Zoning Department, Code Enforcement Division, Public Works Department, and other appropriate personnel shall assess impacted facilities and infrastructure to determine structural safety, habitability, operational readiness, and required repairs or mitigation measures. Re-entry into damaged facilities shall occur only after appropriate inspections and safety evaluations have been completed.

If primary facilities are determined to be uninhabitable or otherwise unsuitable for occupancy, the City Manager may authorize continued operations from alternate facilities or temporary operational locations until permanent restoration can occur. Temporary facilities shall support the continued performance of Mission Essential Functions and continuity of government operations.

The Public Works Department, Parks & Recreation Department, Information Technology support personnel, and contracted vendors shall assist with restoration of facilities, communications systems, information technology infrastructure, and relocation of personnel and operational resources. Department directors shall ensure that vital records, systems, and operational capabilities are restored in accordance with departmental continuity procedures and recovery priorities.

**Reconstitution Checklist**

☑	Action	Responsibility
	Confirm emergency conditions have stabilized and continuity operations may transition toward normal operations	City Manager / Palm Beach County Emergency Management
	Assess structural integrity and operational readiness of City facilities	Building Official / Building, Planning & Zoning / Code Enforcement
	Evaluate operational capability and staffing availability	City Manager / Department Directors
	Prepare primary or temporary facilities for re-occupancy	Public Works / Parks & Recreation
	Establish phased restoration priorities and operational timelines	City Manager / Department Directors
	Restore information technology, communications, and telephone systems	IT Support Providers / Finance Director / Administration
	Coordinate relocation of personnel, records, and equipment	Human Resources / Department Directors
	Restore and verify accessibility of vital records and databases	City Clerk / Department Directors
	Resume standard governmental operations and administrative procedures	City Manager
	<b>Action</b>	<b>Responsibility</b>
	Confirm emergency conditions have stabilized and continuity operations may transition toward normal operations	City Manager / Palm Beach County Emergency Management
	Assess structural integrity and operational readiness of City facilities	Building Official / Building, Planning & Zoning / Code Enforcement
	Evaluate operational capability and staffing availability	City Manager / Department Directors

## **XI. LOGISTICS**

### **1. Alternate Location**

An Alternate Facility is a location, other than the primary operating facility, from which the City may conduct Mission Essential Functions during continuity operations when access to primary facilities is limited, denied, or unsafe. Alternate facilities support continuity of government operations until normal operations can be restored.

The City shall maintain the capability to relocate essential personnel and operations to alternate facilities as necessary to sustain continuity operations during emergencies or disruptions. Alternate facilities may include City-owned facilities, shared governmental facilities, temporary leased facilities, or remote work environments capable of supporting continuity requirements.

Alternate facilities shall, to the extent practicable:

- Support Mission Essential Functions;
- Provide adequate space, utilities, and operational capability;
- Support interoperable communications systems;
- Provide access to information systems and vital records;
- Accommodate continuity personnel and operational needs; and
- Maintain appropriate physical and cybersecurity protections.

A listing of primary, alternate, and secondary continuity operating locations is maintained in Annex H: Alternate Facility Information. Operational readiness checklists and alternate facility evaluation criteria are maintained in Annex I: Alternate Facility Checklists.

Upon activation of an alternate facility, the senior continuity official or designee present shall coordinate operational setup activities, including personnel accountability, workspace assignments, communications activation, information technology restoration, and operational readiness assessments.

The City shall maintain or coordinate access to emergency supplies necessary to support continuity personnel at alternate facilities, including potable water, food supplies, sanitation resources, first aid supplies, fuel access, and other operational support resources appropriate to the duration and nature of the continuity event..

## 2. Interoperable Communications

Interoperable communications are the systems and capabilities necessary to ensure continuity personnel, emergency responders, partner agencies, and governmental entities can communicate effectively during continuity operations and emergency events.

The City shall maintain redundant and interoperable communications capabilities consistent with the National Incident Management System (NIMS), applicable emergency management standards, and operational coordination requirements established by Palm Beach County and the State of Florida.

Continuity communications capabilities may include:

- Internet and secure remote network access;
- Cloud-based email and collaboration systems;
- Landline and Voice over Internet Protocol (VoIP) telephone systems;
- Cellular telephones and text messaging systems;
- Portable radios and interoperable public safety communications systems;
- Satellite communications, when available;
- Emergency notification systems; and
- Manual or messenger-based communications procedures when electronic systems are unavailable.

The City shall coordinate communications interoperability with the Palm Beach County Division of Emergency Management, the Palm Beach County Sheriff's Office, and other response partners as necessary to maintain continuity of operations and emergency coordination.

The City may also coordinate auxiliary emergency communications support through the Amateur Radio Emergency Service (ARES) and other emergency communications resources available within Palm Beach County when conventional communications systems are disrupted.

**XII. COOP PLANNING RESPONSIBILITIES**

Continuity planning and preparedness are ongoing organizational responsibilities requiring coordination among City leadership, department directors, continuity personnel, and employees. The City shall periodically review, maintain, update, and exercise this COOP to ensure operational readiness and compliance with applicable continuity planning guidance.

Responsibility	Position
Review, maintain, and approve COOP updates	City Manager
Maintain Orders of Succession and Delegations of Authority	COOP Planning Coordinator
Maintain employee emergency contact rosters	Human Resources / COOP Planning Coordinator
Review and update vital records inventories	City Clerk / Department Directors
Coordinate continuity planning activities and annex updates	COOP Planning Coordinator
Provide continuity training and awareness to personnel	City Manager / COOP Planning Coordinator
Test alert and notification procedures	Department Directors / Administration

### **XIII. TESTING, TRAINING, AND EXERCISING**

The City shall maintain a continuing program of continuity training, testing, and exercises to ensure personnel are familiar with their continuity responsibilities and capable of effectively implementing this COOP during emergency conditions. Testing, training, and exercising activities shall be conducted in accordance with applicable FEMA continuity guidance, National Incident Management System (NIMS) principles, and applicable emergency management standards.

Training and exercise activities shall evaluate continuity procedures, communications capabilities, alternate facility operations, personnel readiness, interoperability, and recovery procedures. Corrective actions identified during exercises or actual continuity events shall be documented and incorporated into future planning and training activities.

Personnel assigned continuity responsibilities shall receive continuity training appropriate to their assigned duties. The City shall encourage completion of applicable FEMA Emergency Management Institute (EMI) continuity and incident management training courses, including continuity awareness and NIMS-related training.

The City shall also incorporate general emergency preparedness and life safety training into its continuity preparedness program, including evacuation procedures, facility safety procedures, emergency utility shutoff procedures, and related safety measures.

**Suggested Testing and Training Frequency**

<b>Training / Exercise Activity</b>	<b>Leadership</b>	<b>Essential Personnel</b>	<b>City Personnel</b>	<b>Elected Officials</b>
FEMA Idependent Study Courses Training (	Initial and Refresher	Initial and Refresher	Recommended	Recommended
COOP Orientation and Review	Annually	Annually	Annually	Annually
Alert and Notification Testing	Semi-Annually	Semi-Annually	Semi-Annually	Semi-Annually
Alternate Facility Procedures Exercise	Annually	Annually	As Applicable	As Applicable
Vital Records Recovery Exercise	Annually	Annually	As Applicable	As Applicable
Evacuation and Shelter-in-Place Drills	Semi-Annually	Semi-Annually	Semi-Annually	Recommended
Safety Procedures and Emergency Utility Training	Annually	Annually	Annually	Recommended
Tabletop or Functional COOP Exercise	Annually	Annually	As Applicable	Recommended

#### **XIV. HUMAN CAPITAL MANAGEMENT**

Human Capital Management is the process of ensuring that the City maintains a qualified, trained, and resilient workforce capable of supporting Mission Essential Functions (MEFs) before, during, and after emergencies, disasters, and continuity events. Effective human capital management supports continuity of government, employee readiness, operational resilience, and the sustained delivery of essential public services.

The City recognizes that continuity operations depend upon the availability, safety, preparedness, and adaptability of its workforce. Accordingly, the City shall maintain personnel policies, continuity procedures, training programs, and employee support systems necessary to ensure continuity personnel are capable of performing assigned continuity responsibilities during all phases of continuity operations.

The City shall provide employees with applicable personnel policies, emergency procedures, workplace safety guidance, and continuity responsibilities through employee handbooks, administrative policies, emergency management procedures, and continuity training programs. Employees shall be informed of their individual responsibilities during emergency operations, continuity activations, evacuations, remote operations, and other emergency conditions affecting City operations.

Department directors, supervisors, and managers shall:

- Ensure personnel understand continuity responsibilities and reporting procedures;
- Maintain current employee emergency contact information;
- Support cross-training of personnel performing Mission Essential Functions;
- Promote employee preparedness and resiliency initiatives;
- Ensure continuity personnel receive appropriate training and exercise participation; and
- Coordinate staffing continuity and personnel accountability during emergencies.

The City shall administer continuity-related personnel activities in accordance with applicable federal and state employment laws, Florida emergency management authorities, personnel policies, collective bargaining agreements (if applicable), workplace safety requirements, and emergency declarations. Personnel management activities during continuity operations may include modified work schedules, remote work assignments, temporary duty assignments, emergency staffing measures, and other operational adjustments necessary to sustain essential services.

The City recognizes that employee preparedness directly impacts continuity capability. Personnel are encouraged to maintain personal and family preparedness plans sufficient to support continuity operations during emergencies and extended disruptions. Additional employee preparedness guidance may be maintained in supporting annexes or personnel policies.

Continuity personnel shall be managed in coordination with applicable emergency management principles, including the National Incident Management System (NIMS), Incident Command System (ICS), and Palm Beach County emergency coordination procedures when continuity operations occur concurrently with emergency response operations.

**XV. BUDGETING AND ACQUISITION OF RESOURCES**

The City shall identify, allocate, and manage the personnel, facilities, communications systems, technology resources, equipment, supplies, contracts, and logistical support necessary to implement and sustain continuity operations. Budgeting and resource management are essential components of continuity preparedness and organizational resilience.

The City shall incorporate continuity planning considerations into budget development, capital planning, procurement activities, operational planning, information technology planning, and emergency management preparedness efforts to ensure continuity resources remain available and operational during emergencies or disruptions.

Budgeting and resource allocation for continuity operations shall support:

1. Protection and sustainment of Mission Essential Functions (MEFs);
2. Continuity communications and information technology capabilities;
3. Alternate facilities and continuity workspaces;
4. Vital records protection and recovery systems;
5. Emergency staffing and operational support requirements;
6. Training, testing, and exercise activities;
7. Emergency procurement and contracting capabilities; and
8. Recovery and reconstitution operations.

The City may utilize emergency procurement procedures, mutual aid agreements, cooperative purchasing agreements, and emergency contracting authorities as permitted under applicable Florida Statutes, local ordinances, procurement policies, and emergency declarations. Emergency acquisitions and expenditures shall be documented and administered in accordance with applicable financial controls, auditing requirements, procurement regulations, and records retention requirements.

When evaluating continuity-related investments and acquisitions, the City shall consider:

1. Risks and vulnerabilities affecting continuity operations and Mission Essential Functions;
2. Interdependencies among City departments, utilities, vendors, contractors, and governmental partners;
3. Operational priorities and Recovery Time Objectives (RTOs);
4. Availability and resilience of critical infrastructure and communications systems;
5. Cost-effectiveness and long-term sustainability of continuity capabilities; and
6. Compliance with applicable emergency management, procurement, cybersecurity, and public records requirements.

The City shall coordinate continuity resource planning, procurement activities, and emergency financial management with applicable state and local emergency management guidance, including coordination with the Palm Beach County Division of Emergency Management and the Florida Division of Emergency Management when applicable.

## **XVI. MULTI-YEAR STRATEGY AND PROGRAM MANAGEMENT PLAN**

The City shall maintain a Multi-Year Strategy and Program Management Plan (MYSPMP) to support the continued development, implementation, maintenance, and improvement of continuity capabilities. The MYSPMP serves as a strategic planning document that identifies continuity priorities, improvement objectives, resource requirements, implementation schedules, and preparedness milestones necessary to sustain an effective continuity program.

The MYSPMP shall support ongoing continuity program management activities, including:

- Identification of short-term and long-term continuity goals and objectives;
- Planning, training, testing, and exercise initiatives;
- Continuity capability improvements and corrective actions;
- Technology modernization and infrastructure resilience initiatives;
- Alternate facility and communications enhancements;
- Resource and budget planning; and
- Program evaluation and compliance monitoring.

The MYSPMP may be maintained as a separate planning document or incorporated into broader emergency management, capital improvement, information technology, or strategic planning initiatives, as appropriate. The City shall periodically review and update the MYSPMP to ensure continuity priorities remain aligned with operational requirements, legal authorities, emerging threats, technological changes, and applicable continuity planning guidance.

Corrective actions and improvement recommendations identified through exercises, training activities, after-action reports, audits, or actual continuity events shall be incorporated into the MYSPMP as part of the City's continuous improvement process.

**XVII. PLAN MAINTENANCE**

This Continuity of Operations Plan (COOP) is a living document and shall be periodically reviewed, updated, and maintained to ensure operational readiness, legal compliance, and consistency with applicable continuity planning guidance and emergency management requirements.

The City shall review this COOP at least annually and following any continuity activation, declared emergency, significant organizational change, major operational disruption, or exercise that identifies necessary improvements or corrective actions. Updates shall be coordinated by the Office of the City Manager in collaboration with department directors, continuity personnel, and applicable support staff.

Plan maintenance activities shall include:

- Review and update of Mission Essential Functions (MEFs);
- Verification of Orders of Succession and Delegations of Authority;
- Review of employee emergency contact information and notification systems;
- Updates to vital records inventories and continuity annexes;
- Review of alternate facility capabilities and operational readiness;
- Updates to vendor contracts, mutual aid agreements, and continuity support agreements;
- Incorporation of corrective actions and lessons learned; and
- Verification of consistency with applicable federal, state, county, and local emergency management guidance.

**COOP Maintenance Events**

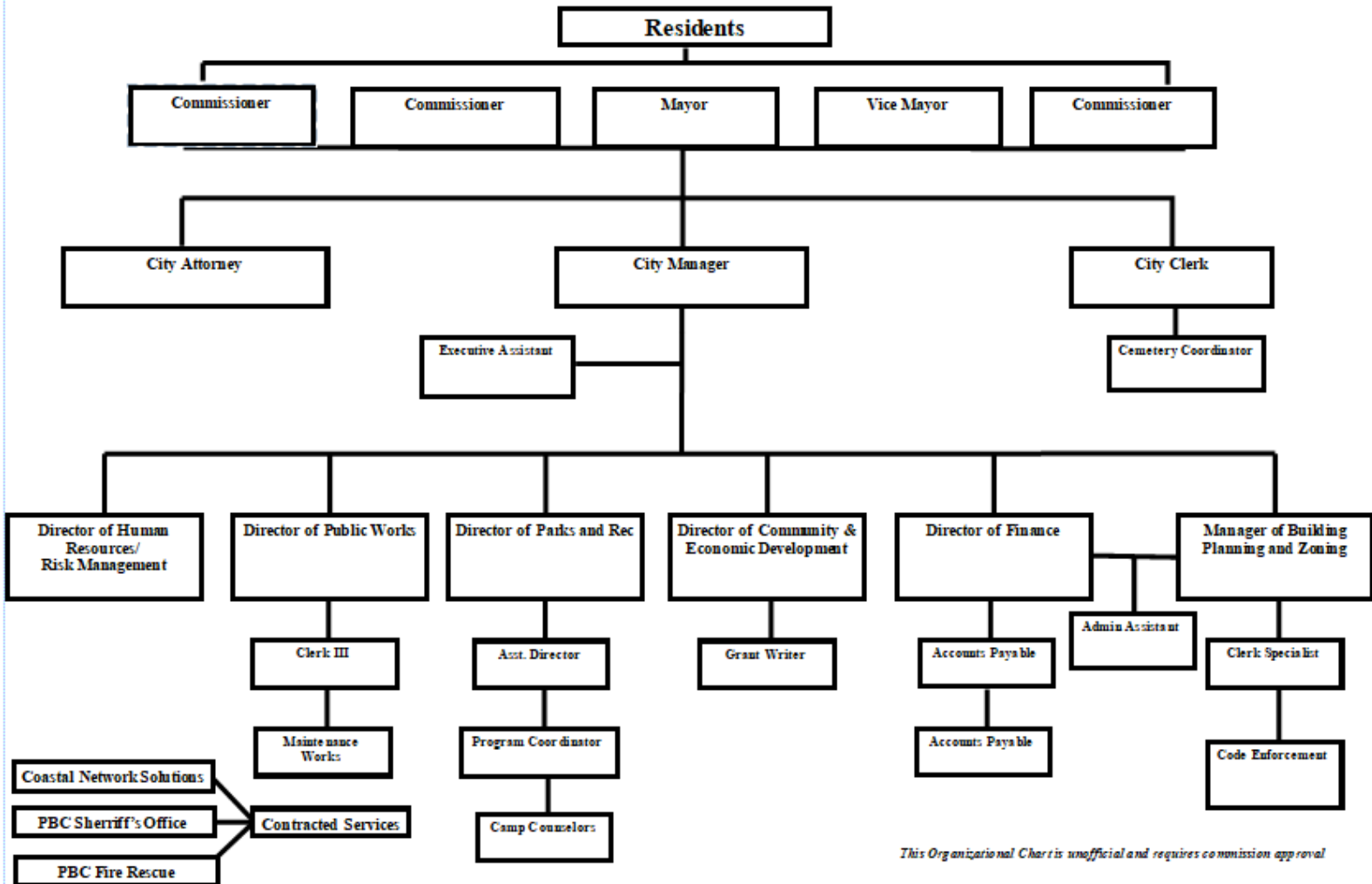
Event / Timeframe	Maintenance Activity	Responsibility
Declared local, county, state, or federal emergency	Conduct COOP review and identify corrective actions	City Manager / Department Directors
COOP activation or continuity event	Conduct after-action review and update plan as necessary	City Manager / COOP Planning Coordinator
Annual review cycle	Review and update annexes, contact information, personnel assignments, and operational procedures	Department Directors / COOP Planning Coordinator
Organizational or operational changes	Update affected continuity procedures, records, or annexes	City Manager / Department Directors
Vendor changes, contract modifications, or technology upgrades	Review and update continuity-related contracts, systems, and support procedures	Finance / Administration / Department Directors

The City shall maintain copies of continuity-related contracts, vendor support agreements, information technology recovery documentation, and other supporting continuity materials within the City’s vital records and continuity planning system as appropriate.

**XVIII. ANNEXES**

**ANNEX A: CITY OF PAHOKEE ORGANIZATIONAL CHART**

**CITY ORGANIZATIONAL CHART**



## **ANNEX B: EMPLOYEES AND THEIR FAMILIES**

This Annex provides guidance for developing a family emergency plan specific to residents of Pahokee and the broader Palm Beach County area. Emergencies in this region, such as but not limited to, hurricanes, flooding from Lake Okeechobee, severe storms, or extended power outages can occur with little warning. A prompt and informed response can make a critical difference in preventing injury or loss of life. For this reason, it is essential that employees and their families create and maintain a family emergency preparedness plan.

Planning ahead is one of the most effective ways to stay safe. Families should develop a written plan and hold a household meeting to ensure that all members understand their roles and responsibilities. The plan should include:

1. A designated meeting place inside the home and a secondary location outside the immediate neighborhood (in case evacuation is required due to flooding or storm damage).
2. Awareness of local evacuation zones and routes established by Palm Beach County, particularly important for low-lying areas near Lake Okeechobee.
3. An out-of-area emergency contact (friend or relative) who can serve as a central point of communication if local phone or internet service is disrupted.
4. Familiarity with local alert systems such as AlertPBC, which provides real-time emergency notifications.

Family preparedness in Palm Beach County should reflect the expectation that households may need to be self-sufficient for at least 5 to 7 days, especially following major hurricanes when services may be delayed. Current regional recommendations include maintaining:

1. A supply of water (one gallon per person per day for at least 7 days)
2. Non-perishable food for each household member and pets
3. Necessary medications and medical supplies
4. Backup power sources (such as battery packs or generators used safely outdoors)
5. Flashlights, batteries, and a NOAA weather radio
6. Important documents stored in waterproof containers
7. Personal hygiene and sanitation supplies

Residents of Pahokee should also consider the unique flood risks associated with the area and plan accordingly, including elevating important belongings and understanding shelter locations within Palm Beach County.

For the most current guidance, families are encouraged to consult resources, like the one found on pages 30-32, provided by the Palm Beach County Division of Emergency Management and stay informed throughout hurricane season (June 1 – November 30).

**Food** Week 1

- 1 Gallon of water per person per day for at least 5 days, for drinking and sanitation
- Sandwich bread (freeze until needed)
- 3 Boxes of quick energy snacks (i.e. granola bars or raisins)
- 2 Cans of ready-to-eat-soup
- 1 Box of crackers
- Dry cereal
- 4 Cans of fruit
- 5 Cans of meat
- 4 Cans of vegetables
- 1 Jar of jelly or jam
- 1 Large can of juice
- Instant coffee/tea/powdered drinks



**Water**

Water will be needed for drinking, cooking, and bathing. Store enough bottled water for all members of your family and pets before the storm. Clean water that could be used for bathing & washing dishes is in your water heater.

**Storage** Week 2

- 2 Boxes of large plastic zip bags
- Plastic wrap
- 2 Rolls of aluminum foil
- Assorted plastic containers with lids
- 3 Boxes heavy-duty garbage bags
- Waterproof portable plastic container with lid

**Preserving Food & Important Documents**

Electrical power can be off for several days after a storm, so plan for power outages. Also, use waterproof containers to protect important papers.



Palm Beach County  
Public Safety Department  
Division of Emergency Management

[www.pbcgov.com/dem](http://www.pbcgov.com/dem)



Palm Beach County  
Board of County Commissioners

In accordance with the provisions of the ADA, this brochure can be made available in an alternate format. Contact Emergency Management at (561) 712-6400.

Rev. 06/14



**Emergency Supply Kit Shopping List**

Everyone needs to prepare for emergency situations, but shopping for supplies can be expensive and strenuous. Shopping for items a little at a time before an event, can reduce the stress of recovery by avoiding long lines and empty shelves.

**Get a Head Start & Be Prepared!**

**Health & First Aid** Week 3

- 1 Bottle of shampoo
- 1 Box sanitary hand wipes/liquid
- 1 Large tube of toothpaste
- Antiseptic
- Deodorant
- Tweezers
- Adhesive bandages, assorted sizes
- Rolls of gauze or bandages
- Hydrogen peroxide
- First Aid book
- First Aid tape
- Petroleum jelly
- Rubbing alcohol

**Cleaning & Supplies** Week 4

- 2 Packages of eating utensils, paper cups, paper plates
- Facial tissues (i.e. Kleenex)
- 2 Rolls of paper towels
- 4 Rolls of toilet paper
- Liquid dish soap
- Mosquito repellent
- Matches
- 2 Pairs of latex gloves
- Broom, mop, and bucket
- Unscented liquid bleach

**Use What You Have**

Stock up on personal care and cleaning items. Check your supplies now to make sure you have these supplies on hand. Don't forget disposable plates, cups and utensils, paper towels, and toilet paper. Insect repellent and sunscreen should be included. If you have an adequate supply on hand, you will not need to purchase them when you go shopping.



**TO DO LIST Before the Season Starts**

- Make a family plan. Who does what and where will your family ride out the storm
- Locate your water meter and electrical shutoff
- Know the disaster plan of your child's school or daycare
- Trim trees and store loose objects
- Install/test your smoke detector
- Use a video camera to tape the contents of your home and store videotape with a friend who lives out of town
- Photocopy important papers and store safely
- Make plans to board your pet if you plan to go to a shelter
- Obtain cash or travelers checks
- Establish an out-of-state contact to call in case of emergency

**Keep in a Waterproof Portable Container**

- Will, insurance policies, contracts, deeds, stocks, and bonds
- Passports, social security cards, immunization records
- Bank account numbers
- Credit card account numbers and companies
- Inventory of valuable household goods, important telephone numbers
- Family records (birth, marriage, death certificates)



**First Aid**

During a storm, phone and electrical lines go down. Dangerous weather conditions prevent emergency vehicles from responding to emergency situations. Preparing yourself and your family with CPR and First Aid training can save the life of a loved one.

**Medications** Week 5

- Extra supply prescription medication(s)
- Aspirin and/or acetaminophen
- Anti-diarrhea medicine
- Adult vitamins
- Thermometer



**Special Needs Shelter**

The county Special Needs Shelter only accepts residents with a physical condition requiring medical or nursing care that cannot be provided for in a general population shelter. Individuals must be able to sleep safely on a cot or mat and meet one of the following criteria:

- **Need nursing assistance with medications or medical care administration**
- **Monitoring vital signs or medical conditions or activities of daily living but do not need hospitalization**
- **Need constant electrical power for medical equipment**

**Pre-registration is required** for individuals needing to use the Special Needs Shelter.

To register call: (561) 712-6400

**Smart Supplies** Week 9

- Batteries for camping lantern
- Battery powered camping lantern
- Portable camp stove or grill
- Video or disposable camera

**Your Property**

Before hurricane season, make a complete inventory of your valuables and personal property. Store important documents and valuables in a safe dry place. If you evacuate, take them with you if you can. Take a photo inventory before the storm and then take photos of any damage after the storm and then take photos of any damage after the storm for your insurance adjuster. Be sure that you are properly insured and understand all of the conditions of your policy prior to a disaster. This will save you from unfortunate surprises during recovery.



**Common Tools** Week 6

- Battery operated radio
- Flashlights
- Flashlight batteries
- Assorted safety pins
- Scissors
- Screwdrivers
- Pliers
- Vise grips
- Hammer(s)
- Heavy-work gloves
- Stove fuel/charcoal, lighter fluid
- Camping or utility knife
- 1 Box disposable dust mask
- Plastic safety goggles



**Tune In**

Local media are your primary source of information during disaster. They work with the Emergency Operation Center to provide up-to-date information that can keep you safe. Be sure to have a battery-operated radio and stock up on plenty of batteries. Stay informed about weather conditions, hazards, closed roads, curfews, and relief center locations.

**Heavy Tools** Week 7

- Plywood & fasteners to cover windows
- Tarpaulin, canvas for temporary roof repair
- Handsaw and/or chain saw & fuel
- Assorted nails
- Wood screws
- Hatchet
- Crowbar



**Safety**

Most hurricane related injuries occur after the storm when people are cleaning up debris. Wear proper safety gear, make sure you know how to properly use power tools and machinery and never work alone. It may be best to hire skilled and insured professionals to do some work.

**Helpful Supplies** Week 10

- Games/activities for kids/family
- Extra radio batteries
- Local and state road maps
- Gas cans
- Manual can opener

**Have Patience**

Damage after a hurricane is unpredictable. It can take several days, and in some cases, several weeks to restore power. Crews will begin work as soon as they can to clear roads and restore services. Be patient. Plan for loss of power, phones, water, and cable television. Have activities on hand for your family. Remember that everyone in the community is experiencing the same disaster. **DO NOT HOARD FUEL.** *Work together and help your neighbor.*



**Everyday Safety** Week 11

- ABC certified fire extinguisher
- Smoke detector with battery
- Carbon monoxide detector

**Everyday Supplies**

Disasters can happen without warning. It is a good idea to have disaster supplies on hand year-round. Make sure you always have a working fire extinguisher, smoke detectors, and a carbon monoxide detector. These items save lives and reduce property damage. To reduce risk of fire, **DO NOT USE CANDLES.** Never use a generator or charcoal grill inside your home or inside your garage.



**Special Items** Week 8

- Special foods for special diets
- Extra hearing aid batteries
- Items for denture care
- Spare eyeglasses or contact lens supplies
- 1 Gallon of water per pet
- Leash or pet carrier
- Pet food
- Baby food
- Diapers
- Baby wipes



**What You Need**

Only you know what you need. Some families will need special items added to their disaster list. These include baby food and baby care items as well as items for your pet. Make sure you have spare batteries for your hearing aid and a spare pair of eyeglasses. **Remember pets are not allowed in general shelters.** If you live in an evacuation zone, **pets can be pre-registered for the Pet Friendly Shelter** by calling (561) 233-1266.

[pbcgov.com/publicsafety/animalcare](http://pbcgov.com/publicsafety/animalcare)

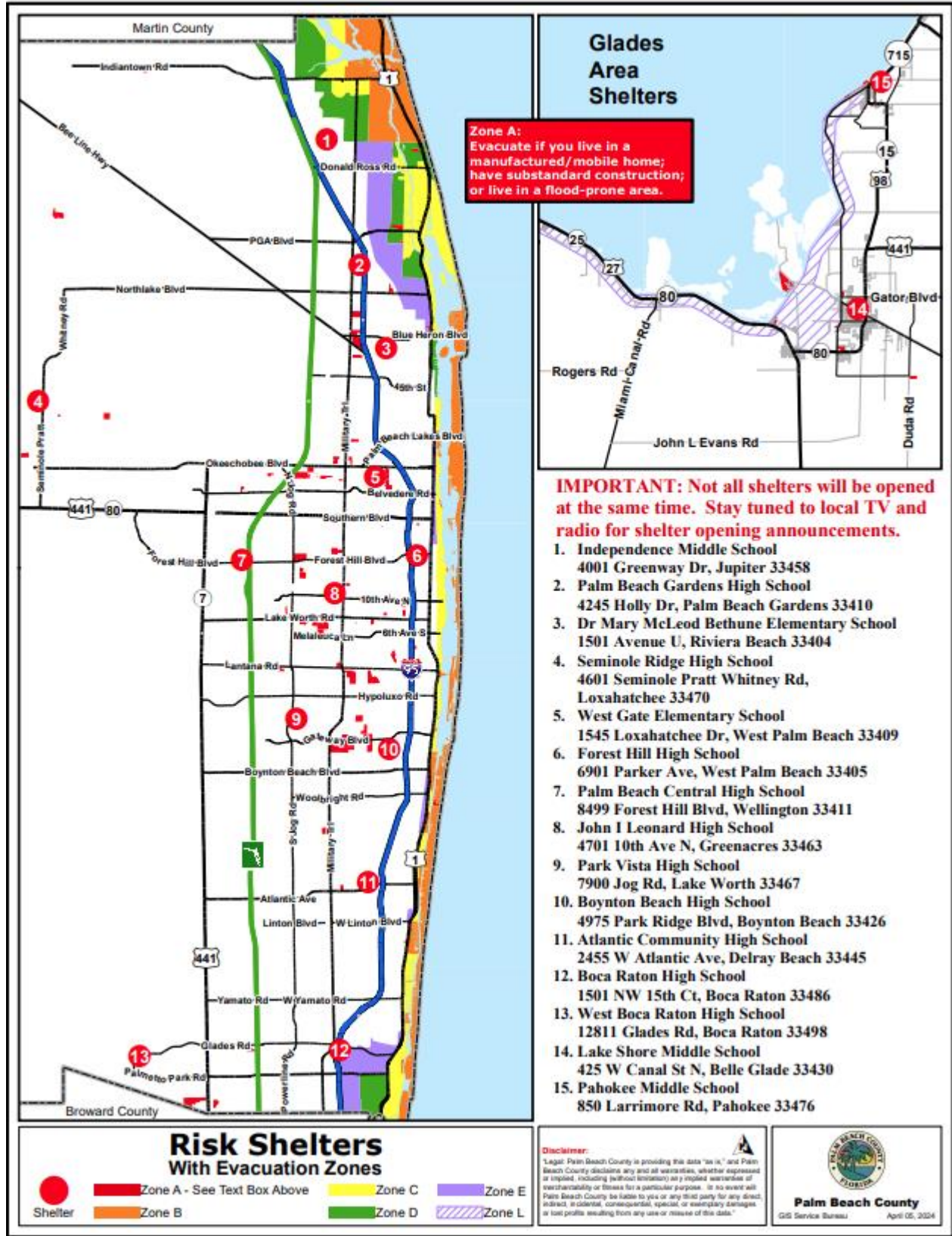
Palm Beach County  
Public Safety Department  
Division of Emergency Management

www.ReadyPBC.org

Palm Beach County  
Public Affairs Department

www.pbcgov.com





**ANNEX C: COOP RESPONSIBILITIES**

This annex identifies departmental continuity responsibilities necessary to support the continued performance of Mission Essential Functions (MEFs) during a Continuity of Operations (COOP) activation. Responsibilities identified herein are intended to supplement normal departmental operations and shall be carried out in coordination with the City’s Emergency Operations Plan (EOP), the National Incident Management System (NIMS), applicable mutual aid agreements, and coordination procedures established by the Palm Beach County Division of Emergency Management.

All departments shall maintain the capability to support continuity operations, personnel accountability, records protection, interoperable communications, emergency coordination, and restoration of essential governmental services during emergencies or operational disruptions. Department directors shall ensure continuity personnel are familiar with assigned responsibilities and applicable departmental continuity procedures.

<u>Normal Operations</u>	<u>COOP Responsibilities</u>
City Manager	<ul style="list-style-type: none"> <li>• Communicate with City Commissioners                             <ul style="list-style-type: none"> <li>○ Notification of COOP event declaration</li> <li>○ Notification of relocation status</li> </ul> </li> <li>• Coordinate all City functions</li> <li>• Conduct staff meetings with Department Directors</li> <li>• Establish short term housing (staff) if necessary</li> <li>• Determine long range goals                             <ul style="list-style-type: none"> <li>○ Establish Reconstitution Plan</li> </ul> </li> <li>• Evaluate immediate financial needs of the City                             <ul style="list-style-type: none"> <li>○ Provide financial report to City Commissioners</li> </ul> </li> <li>• Meet with County and State agencies as necessary</li> </ul>
City Clerk	<ul style="list-style-type: none"> <li>• Maintain contact with City Manager and City Commissioners</li> <li>• Contact Cemetery Coordinator to assure continuation of services</li> <li>• Assess damages to office and records storage area                             <ul style="list-style-type: none"> <li>○ Take pictures of damages</li> </ul> </li> <li>• Provide public records and other requests for information</li> <li>• Maintain records of event</li> <li>• Assist with social media and community notifications</li> <li>• Coordinate calendars for City Commissioners and committees</li> <li>• Restore departmental vital records</li> </ul>

Finance	<ul style="list-style-type: none"><li>• Assess City’s immediate financial needs<ul style="list-style-type: none"><li>○ Communicate with Department Directors</li><li>○ Prepare emergency budgets as needed</li></ul></li><li>• Ensure continuation of payroll process</li><li>• Establish contact with vendors (accounts payable/receivable) from alternate location</li><li>• Provide emergency bill paying</li><li>• Meet with vendors/contractors as necessary</li><li>• Meet with local, State, and Federal agencies as necessary</li><li>• Assist with relocation of personnel and equipment</li></ul>
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Finance

- Assess City’s immediate financial needs
  - Communicate with Department Directors
  - Prepare emergency budgets as needed
- Ensure continuation of payroll process
- Establish contact with vendors (accounts payable/receivable) from alternate location
- Provide emergency bill paying
- Meet with vendors/contractors as necessary
- Meet with local, State, and Federal agencies as necessary
- Assist with relocation of personnel and equipment

Normal Operations	COOP Responsibilities
<b>City Manager</b>	<ul style="list-style-type: none"> <li>• Authorize activation and implementation of the COOP in accordance with established authority and succession procedures.</li> <li>• Coordinate continuity of government and continuity operations Citywide.</li> <li>• Maintain communication and coordination with the City Commission, Charter Officers, Palm Beach County Emergency Operations Center (EOC), state agencies, and partner organizations.</li> <li>• Conduct continuity coordination meetings with department directors and continuity personnel.</li> <li>• Establish operational priorities and continuity objectives. • Coordinate emergency declarations, continuity relocation decisions, and reconstitution activities.</li> <li>• Evaluate emergency financial and operational resource requirements.</li> <li>• Coordinate with county, state, and federal agencies regarding disaster response, recovery, and assistance programs.</li> <li>• Ensure continuity of Mission Essential Functions (MEFs).</li> </ul>
<b>City Clerk</b>	<ul style="list-style-type: none"> <li>• Maintain continuity of legislative and official records functions.</li> <li>• Coordinate communication with the City Commission and continuity personnel.</li> <li>• Maintain and protect vital records, resolutions, ordinances, meeting records, and official City documentation.</li> <li>• Support continuity of public records access in accordance with Chapter 119, Florida Statutes, as conditions permit.</li> <li>• Document continuity events, emergency actions, and continuity decisions.</li> <li>• Coordinate public information support, emergency notifications, and continuity-related communications in coordination with authorized Public Information functions.</li> <li>• Coordinate continuity of cemetery records and administrative support functions.</li> <li>• Support restoration and recovery of departmental records systems.</li> </ul>
<b>Finance Department</b>	<ul style="list-style-type: none"> <li>• Coordinate continuity of financial operations, payroll, accounts payable, and emergency procurement activities.</li> <li>• Assess emergency financial impacts and operational funding requirements.</li> <li>• Support emergency purchasing and financial tracking associated with continuity and disaster operations.</li> <li>• Coordinate with vendors, contractors, financial institutions, and governmental agencies as necessary.</li> <li>• Maintain continuity of financial systems and records.</li> <li>• Coordinate restoration of financial software, telecommunications, and information technology support in coordination with contracted providers.</li> <li>• Maintain documentation necessary for reimbursement, grant management, insurance claims, and disaster recovery assistance.</li> </ul>

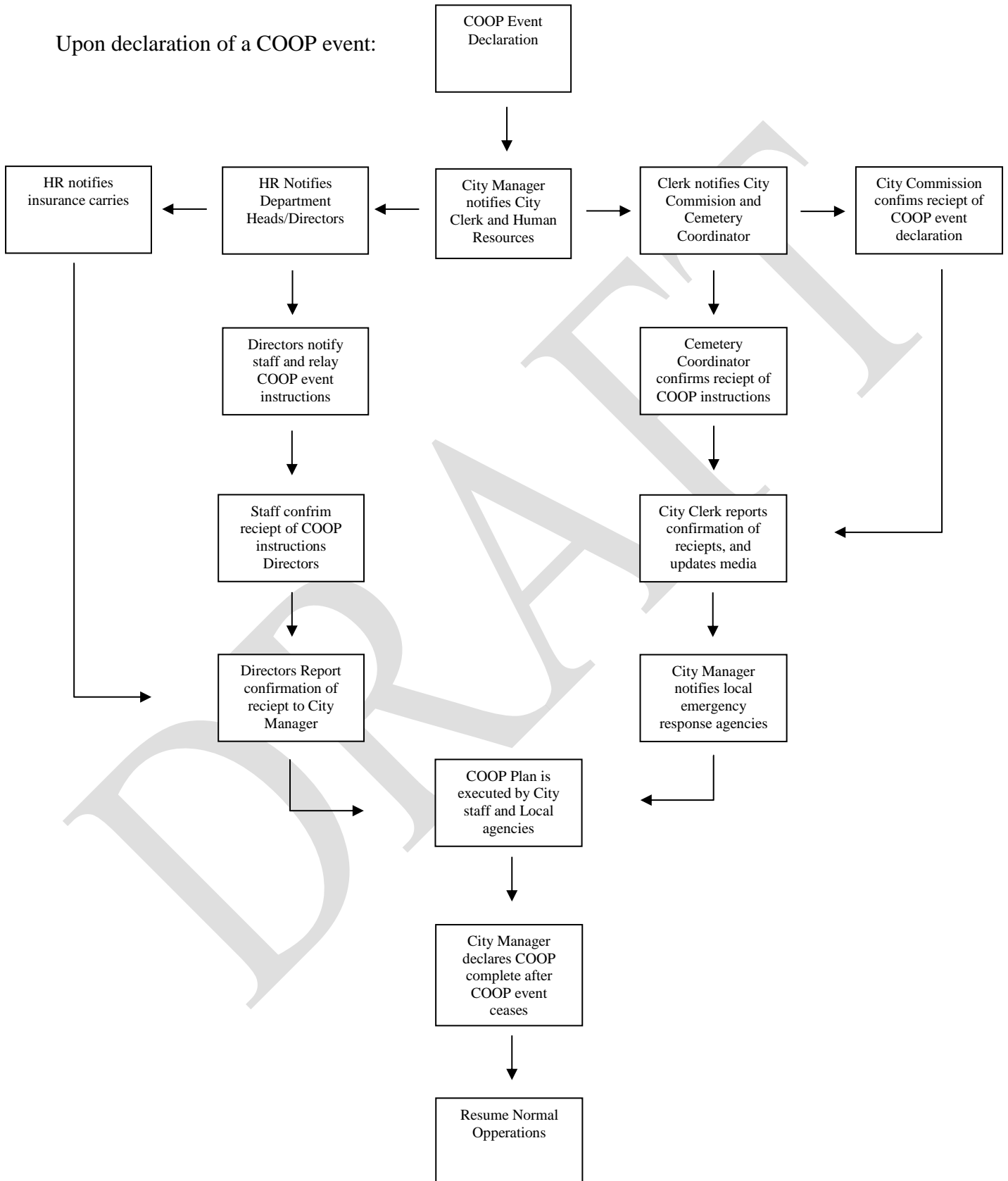
<p><b>Community &amp; Economic Development</b></p>	<ul style="list-style-type: none"> <li>• Coordinate continuity support for community recovery and economic stabilization activities.</li> <li>• Provide status information and recovery-related information to residents, businesses, and partner agencies as authorized.</li> <li>• Coordinate with local, county, state, and federal agencies regarding disaster assistance and recovery programs.</li> <li>• Support damage documentation, recovery planning, and grant coordination activities.</li> <li>• Coordinate resource support operations including food, water, and emergency supply coordination as assigned.</li> <li>• Support WebEOC or other emergency management reporting systems as applicable.</li> </ul>
<p><b>Building, Planning &amp; Zoning / Code Enforcement</b></p>	<ul style="list-style-type: none"> <li>• Conduct and coordinate post-disaster damage assessments and safety inspections.</li> <li>• Assess structural safety and habitability of impacted facilities.</li> <li>• Coordinate permitting, inspection, and code enforcement activities necessary to support continuity and recovery operations.</li> <li>• Provide damage assessment information to City leadership and authorized emergency management agencies.</li> <li>• Coordinate with Palm Beach County, the State of Florida, and federal agencies regarding Preliminary Damage Assessments (PDAs) and recovery operations.</li> <li>• Support re-entry and recovery operations in accordance with applicable codes and emergency procedures.</li> </ul>
<p><b>Human Resources</b></p>	<ul style="list-style-type: none"> <li>• Maintain employee accountability and emergency contact information.</li> <li>• Coordinate continuity staffing assignments and personnel notifications.</li> <li>• Support payroll processing and continuity personnel documentation.</li> <li>• Coordinate personnel policies and workforce continuity procedures during emergency operations.</li> <li>• Maintain insurance and personnel records necessary to support continuity operations.</li> <li>• Coordinate employee assistance, counseling, and support services as appropriate.</li> <li>• Support continuity training, personnel readiness, and continuity staffing coordination.</li> </ul>
<p><b>Public Works</b></p>	<ul style="list-style-type: none"> <li>• Maintain continuity of essential public infrastructure and operational support services.</li> <li>• Conduct debris clearance and roadway accessibility operations.</li> <li>• Support emergency fuel access and fleet continuity operations.</li> <li>• Coordinate stormwater management, sanitation support, and infrastructure stabilization activities.</li> <li>• Conduct damage assessments and document infrastructure impacts.</li> <li>• Support restoration of traffic control devices and essential utilities coordination.</li> <li>• Maintain operational readiness of City facilities, equipment, and fleet assets.</li> <li>• Support alternate facility setup, continuity relocation, and logistics operations .</li> <li>• Coordinate with Palm Beach County, utility providers, contractors, and mutual aid partners as necessary.</li> </ul>

<b>Parks &amp; Recreation</b>	<ul style="list-style-type: none"><li>• Assess Parks &amp; Recreation facilities for operational readiness and safety.</li><li>• Support continuity operations involving public facilities, shelters, Points of Distribution (PODs), and emergency support operations as assigned.</li><li>• Assist with relocation of personnel, operational resources, and continuity equipment.</li><li>• Support coordination with partner agencies including the American Red Cross and other emergency support organizations.</li><li>• Assist with shelter support operations and continuity logistics as directed.</li><li>• Support restoration of recreational and community support services during recovery operations.</li></ul>
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DRAFT

**ANNEX D: NOTIFICATION**

Upon declaration of a COOP event:



**ANNEX E: KEY CITY CONTACTS**

Keith Babb Jr, Mayor 561.905.7858 (cell)	Brenda L. Bryant, City Manager 561.905.7944 (cell) 561.924-5534 ext. 2000(office)	Raquel Prince HR/Risk Management Director 561.755.0117(cell) 561.924.5534 (office)
Isabelle J. McDonald, Vice Mayor 772.647.0267 (cell)	Nylene Clarke, City Clerk 561.914.0893 (cell) 561.924-5534 ext. 2006(office)	Alvin Johnson, Dir.Public Services 561.985.4371 (cell) 561.924.7832 (office)
James H. Scott Commissioner 561.449.4705 (cell)	Burnadette Norris-Weeks City Attorney 954.527.2210(office)	Tamara Dowdell Finance Director 561.905.6881 (cell) 561.924.5534 ext. 2011(office)
Sanquetta Cowan-Williams, Commissioner 561.905.7518 (cell)	Thanahjha Jefferson, Executive Assistant 561.985.1668 561.924.5534 ext 2013	Nohemi Polanco, Mgr. Building, Planning & Zoning 561.985.0531 (cell) 561.924.5534 (office)
Everett D. McPherson, Sr 561.905.6220 Commissioner	Pegy Boule-Washington Dir. Community & Economic Development 561.985.3984 (cell) 561.924.5534 ext. 4005 (office)	Gregory Williams, Dir. Parks & Recreation 561.985.0526 (cell) 561.924.2972 (office)

**Outside Agencies**

<b>Palm Beach County Sherriff's Office</b>  Lieutenant Seth Perrin, District 12 Commander 561.906.4205 (cell) 561.992.1461 (office)	<b>Palm Beach Fire Rescue</b>  Gerry Jaramillo, District Chief 561.758.3191 (cell) 561.992.0421 (office) 561.924-9267 (office)	<b>Palm Beach County Solid Waste Authority</b> 561.640.4000 (office)  <b>FPL-</b> Julio Barcaracel 561.742.2098 561.697.8000  <b>PBCWUD –</b> 561.704.4600
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Martin County Sherriff's Office 772.220.7000	Martin County Fire Rescue 772.288.5710	Martin County Petroleum 772.287.1900
State of FL Cemetery Services 850.413.3039		

**Contracted Agencies**

IT Support Mark Liskay 561.676.0635	Big Dog Express 561.924.9250 (office)
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**ANNEX F: DRIVE AWAY AND PERSONNEL KIT CONTENTS**

The following table provides a list of suggested items to include in a drive-away kit.

<input checked="" type="checkbox"/>	Drive-Away Kits (Suggested Items)
<input type="checkbox"/>	Laptop + Charger
<input type="checkbox"/>	Extra Disks/Flash Drives
<input type="checkbox"/>	Cell Phone + Charger
<input type="checkbox"/>	Contact Lists
<input type="checkbox"/>	Copy of COOP and checklists, Emergency Plan
<input type="checkbox"/>	Maps and/or directions to Alternate Facility
<input type="checkbox"/>	Alternate facility access information (keys, door codes, etc.)
<input type="checkbox"/>	Flashlight + batteries
<input type="checkbox"/>	First Aid Kit
<input type="checkbox"/>	Paper + pen or pencil
<input type="checkbox"/>	Tools

The following table provides a list of suggested items to include in a personal preparedness bag.

<input checked="" type="checkbox"/>	Personal Preparedness Bag (Suggested Items)
<input type="checkbox"/>	Changes of clothing
<input type="checkbox"/>	Cash and credit cards
<input type="checkbox"/>	Prescriptions and other medicines
<input type="checkbox"/>	Telephone contact list
<input type="checkbox"/>	Identification (driver’s license, state ID)
<input type="checkbox"/>	Personal cell phone + charger
<input type="checkbox"/>	Basic toiletries + towel
<input type="checkbox"/>	Hand sanitizer

## ANNEX G: IT RECOVERY PLAN

The Information Technology (IT) Recovery Plan establishes procedures and requirements necessary to restore critical information systems, communications capabilities, applications, and data required to support the City's Mission Essential Functions (MEFs) during and following a Continuity of Operations (COOP) event.

This annex supports continuity of government operations by providing a framework for the protection, backup, recovery, and restoration of technology systems and information resources essential to City operations. The IT Recovery Plan shall be coordinated with the City's overall COOP, cybersecurity practices, records management requirements, vendor support agreements, and emergency management procedures.

The City shall maintain the capability to restore essential technology services and data systems in accordance with operational priorities, Recovery Time Objectives (RTOs), Recovery Point Objectives (RPOs), cybersecurity standards, and applicable legal and regulatory requirements.

The City's IT continuity and recovery capabilities shall be maintained consistent with applicable federal and state guidance, including cybersecurity and continuity planning principles established by the Federal Emergency Management Agency, the Cybersecurity and Infrastructure Security Agency, the Florida Division of Emergency Management, and operational coordination standards applicable within Palm Beach County Division of Emergency Management.

### IT Recovery Objectives

The City's IT recovery objectives are to:

- Protect critical systems, applications, networks, and operational data;
- Maintain continuity of Mission Essential Functions (MEFs);
- Restore critical communications and operational systems within established recovery objectives;
- Ensure secure backup and recovery of electronic records and databases;
- Maintain cybersecurity protections during continuity operations and recovery activities;
- Support alternate facility and remote continuity operations; and
- Minimize operational disruption, data loss, and service interruptions.

**IT Recovery Planning Requirements**

The City shall maintain current IT recovery procedures, inventories, vendor support agreements, backup systems, and continuity documentation necessary to support continuity operations. The following IT continuity and recovery measures shall be maintained to the extent practicable:

<b>IT Governance and Vendor Support</b>
<input type="checkbox"/> Maintain current IT support agreements that include continuity operations, disaster recovery support, cybersecurity response, and emergency service provisions.
<input type="checkbox"/> Ensure vendor contracts include clearly defined: <ul style="list-style-type: none"> <li>• Recovery Time Objectives (RTOs);</li> <li>• Recovery Point Objectives (RPOs);</li> <li>• Service level expectations;</li> <li>• Emergency response timeframes;</li> <li>• Backup and restoration responsibilities; and</li> <li>• Cybersecurity incident response procedures.</li> </ul>
<input type="checkbox"/> Maintain current contact information for all IT vendors, cloud service providers, telecommunications providers, and software support contractors.
<input type="checkbox"/> Require contracted IT vendors to maintain documented business continuity and disaster recovery capabilities appropriate to the services provided to the City.

<b>Hardware, Software, and Systems Inventory</b>
<input type="checkbox"/> Maintain a current inventory of hardware, software, systems, applications, cloud services, and network infrastructure supporting Mission Essential Functions.
<input type="checkbox"/> Inventory documentation should include, where applicable: <ul style="list-style-type: none"> <li>• Equipment type and configuration;</li> <li>• Make, model, and serial number;</li> <li>• Assigned department or function;</li> <li>• Software licensing information;</li> <li>• Network configuration information;</li> <li>• Backup locations; and</li> <li>• Support vendor information.</li> </ul>
<input type="checkbox"/> Maintain updated network diagrams and systems architecture documentation sufficient to support emergency restoration activities.
<input type="checkbox"/> Ensure continuity personnel have access to portable computing devices or remote access capability necessary to support continuity operations.

<b>Data Backup and Recovery</b>
<input type="checkbox"/> Maintain secure and redundant backup systems for critical applications, operational databases, financial systems, email systems, and electronic records.
<input type="checkbox"/> Utilize cloud-based, off-site, or geographically redundant backup solutions for critical systems and records when feasible.
<input type="checkbox"/> Conduct routine automated backups of critical systems and operational data.
<input type="checkbox"/> Periodically test backup restoration procedures to verify recoverability and operational functionality.
<input type="checkbox"/> Protect backup systems and storage media using appropriate physical security and cybersecurity controls, including encryption where appropriate.
<input type="checkbox"/> Maintain secure storage for removable backup media, if utilized, in fire-resistant and water-resistant locations.
<input type="checkbox"/> Ensure backup procedures support applicable records retention requirements and continuity operations.

<b>Continuity Communications and Remote Operations</b>
<input type="checkbox"/> Maintain continuity communications capability sufficient to support emergency coordination, alternate facility operations, and remote continuity operations.
<input type="checkbox"/> Ensure continuity personnel can access critical systems remotely through secure remote access methods when appropriate.
<input type="checkbox"/> Coordinate continuity telecommunications support with contracted telecommunications providers and emergency support partners as necessary.
<input type="checkbox"/> Maintain procedures for emergency restoration of internet, email, voice communications, and network connectivity.

<b>Cybersecurity and Incident Response</b>
<input type="checkbox"/> Maintain cybersecurity protections and incident response procedures capable of supporting continuity operations during cyber incidents, ransomware events, or technology disruptions.
<input type="checkbox"/> Coordinate cybersecurity response activities with contracted IT providers, law enforcement agencies, emergency management agencies, and other authorized support organizations as appropriate.
<input type="checkbox"/> Ensure continuity planning addresses protection of sensitive information, confidential records, authentication systems, and operational technology systems during continuity events.
<input type="checkbox"/> Maintain procedures for isolating, restoring, and validating compromised systems prior to returning systems to operational status.

<b>IT Recovery Testing and Validation</b>
<input type="checkbox"/> Conduct periodic testing and validation of IT continuity and disaster recovery procedures.
<input type="checkbox"/> Test backup restoration procedures for critical systems and applications on a periodic basis.
<input type="checkbox"/> Validate the operational capability of alternate systems, remote access procedures, and continuity communications methods.
<input type="checkbox"/> Document deficiencies, corrective actions, and improvement recommendations identified during exercises, testing activities, or actual continuity events.
<input type="checkbox"/> Coordinate IT continuity exercises with the City’s broader COOP testing, training, and exercise program.

**Records and Documentation**

The following documentation shall be maintained and periodically updated as part of the IT Recovery Plan:

- Current IT vendor contracts and service agreements;
- Hardware and software inventories;
- Network and systems diagrams;
- Backup schedules and recovery procedures;
- Emergency contact lists;
- Licensing and subscription information;
- Cybersecurity procedures and incident response contacts; and
- Alternate systems and continuity access procedures.

IT recovery documentation containing sensitive security information, system architecture information, passwords, authentication procedures, or cybersecurity-related information shall be protected from unauthorized disclosure in accordance with applicable law, cybersecurity standards, and City policies.

**Plan Maintenance**

The IT Recovery Plan shall be reviewed and updated periodically, and following significant system changes, cybersecurity incidents, vendor changes, technology upgrades, or continuity activations. The City shall coordinate updates with applicable departments, continuity personnel, IT vendors, and operational stakeholders to ensure the plan remains current and operationally effective.

IT support contracts with outside vendors should be kept up to date.

**ANNEX H: ALTERNATE LOCATION/FACILITY INFORMATION**

This annex identifies City facilities and alternate operating locations that may be utilized to support Continuity of Operations (COOP) activities during emergencies, disasters, or operational disruptions affecting primary facilities. Alternate facilities support continuity of government and continuation of Mission Essential Functions (MEFs) when primary facilities are inaccessible, damaged, unsafe, or otherwise unavailable for occupancy.

The City may utilize City-owned facilities, partner agency facilities, temporary leased facilities, mutual aid locations, remote work environments, or other suitable operational locations as necessary to sustain continuity operations. Selection and activation of alternate facilities shall be coordinated by the City Manager or designee in consultation with applicable department directors and emergency management partners.

Alternate facilities shall be evaluated for operational capability, accessibility, communications capability, safety, utility availability, information technology support, staffing requirements, and ability to support continuity operations consistent with applicable continuity planning guidance and operational needs.

**Locations (owned/operated by City)**

Facility	Address	Potential Continuity Use
City Hall	207 Begonia Drive, Pahokee, Florida 33476	Primary administrative and governmental operations
Parks and Recreation Facilities	360 East Main Street, Pahokee, Florida 33476	Alternate operations, shelter support, POD operations
Marina Facility	190 North Lake Avenue, Pahokee, Florida 33476	Limited operational support and staging
Public Services Maintenance Shop	1001 Rim Canal Road, Pahokee, Florida 33476	Public Works and logistics support
Public Works Offices	171 North Lake Avenue, Pahokee, Florida 33476	Public infrastructure continuity operations
Port Mayaca Cemetery Facility	23900 SW Kanner Highway, Canal Point, Florida 33438	Cemetery and records support operations

Additional temporary or alternate continuity facilities may be designated by the City Manager or designee based upon operational conditions, facility availability, infrastructure impacts, accessibility, and continuity requirements.

**ANNEX I: ALTERNATE LOCATION CHECKLISTS**

The following table provides suggested characteristics and conditions to consider when selecting an alternate operating facility.

Suggested Alternate Facility Evaluation Criteria	
	Capability to support continuity operations in a safe and secure environment.
	Ability to support Mission Essential Functions (MEFs) within established Recovery Time Objectives (RTOs).
	Adequate workspace, utilities, furnishings, and operational infrastructure for continuity personnel.
	Availability of reliable electrical power, internet connectivity, telecommunications, and interoperable communications capability.
	Capability to support continuity operations for extended durations, including prolonged recovery operations if necessary.
	Availability of potable water, sanitation facilities, food access, and employee support resources.
	Availability of information technology systems, remote access capability, and operational software required to support continuity operations.
	Accessibility of vital records, databases, continuity plans, and operational documentation.
	Appropriate physical security measures and access control capability.
	Capability to support personnel health, safety, accessibility, and operational readiness.
	Geographic separation sufficient to minimize exposure to the same hazards impacting the primary facility when practicable.
	Availability of nearby support services, including healthcare facilities, lodging, fuel access, and emergency support resources.
	Compliance with applicable building safety requirements, operational safety standards, and emergency accessibility considerations.
	Capability to coordinate with Palm Beach County emergency management operations and emergency support systems.

**ANNEX J: MUTUAL AID AGREEMENT FORM B**

**MUTUAL AID AGREEMENT**

**FORM B**

REQUEST FOR ASSISTANCE by (check one):

- City of Belle Glade
- City of Pahokee

Describe the damage sustained or threatened:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Identify the specific operations for which the assistance is needed:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe the type of assistance needed with specificity and the estimated time each will be needed:

	(list positions or skills needed)	Estimated Time Needed
Personnel	_____	_____ hours/days/weeks
Equipment	(list quantity and description) _____	_____ hours/days/weeks
Services	(specify) _____	_____ hours/days/weeks
Supplies	(specify) _____	_____ hours/days/weeks

DKL

Describe any public infrastructure for which assistance will be needed:

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Describe any sites or structures outside the territorial jurisdiction of the City needed as centers to stage incoming personnel, equipment, supplies, services or other resources:

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Identify the following to meet and receive the personnel and equipment:

Place/Location: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Provide a technical description of any communication or telecommunication equipment needed to ensure timely communications between the Requesting Party and the Assisting Party:

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DK

**ANNEX K: MASTER COOP CHECKLIST**

This checklist provides a general operational framework for continuity activation, relocation, continuity operations, and reconstitution activities. Actual response actions may vary depending on the nature, severity, and duration of the emergency or operational disruption.

<input checked="" type="checkbox"/>	Task	Responsibility	Related Plan Section
	Assess incident conditions and implement applicable emergency response procedures and Emergency Operations Plan (EOP)	City Manager / Department Directors	EOP / COOP Activation
	Confirm immediate life safety and emergency response priorities are addressed	City Manager / Public Works / Emergency Responders	COOP Activation
	Implement evacuation, shelter-in-place, or protective actions as necessary	City Manager / Department Directors	COOP Activation
	Notify City personnel and continuity staff of continuity activation	City Manager / Human Resources / City Clerk	Alert and Notification
	Identify available continuity leadership and succession personnel	City Manager	Orders of Succession
	Conduct damage and operational impact assessments	Building, Planning & Zoning / Public Works	Damage Assessment
	Activate continuity operations and designate continuity facilities	City Manager	Alternate Facilities
	Identify Mission Essential Functions (MEFs) requiring continuity support	City Manager / Department Directors	Essential Functions
	Coordinate restoration of communications and IT systems	Finance / IT Support Providers	IT Recovery
	Relocate continuity personnel, records, and operational resources	Human Resources / Department Directors	Relocation Procedures
	Coordinate emergency procurement and continuity resource support	Finance Department	Resource Management

City of Pahokee COOP

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	Monitor continuity operations and Recovery Time Objectives (RTOs)	City Manager / Department Directors	Essential Functions
	Assess staffing availability and operational sustainability	Human Resources / City Manager	Human Capital Management
	Evaluate reconstitution conditions and facility readiness	City Manager / Building Official	Reconstitution
	Develop phased reconstitution and restoration plan	City Manager / Department Directors	Reconstitution
	Restore operations to primary or long-term facilities	City Manager / Department Directors	Reconstitution
	Terminate continuity operations and resume normal operations	City Manager	COOP Deactivation
	Conduct after-action review and corrective action planning	City Manager / COOP Planning Coordinator	Plan Maintenance

	Review criteria for reconstitution of normal operations (safety, event status, building damage, other issues)	City Manager	Page: 22
	Develop reconstitution plan. <ul style="list-style-type: none"> <li>• Is longer term temporary space required?</li> <li>• What timeframe will each Department need to reconstitute?</li> <li>• Can IT, phone and communications functions be fully restored?</li> <li>• Does adequate staffing exist to support return to normal operations?</li> </ul>	City Manager	Page: 22
	Relocate functions to “normal” operations facility or long term temporary facility	City Manager	Page: 23
	Declare COOP event “closed”	City Manager	Page: 14, 22
	Review COOP and update with lessons learned.	City Manager	Page: 27

**ANNEX L: MAPS**



**ANNEX M: GLOSSARY AND ACRONYMS**

<b>Acronym</b>	<b>Definition</b>
ARES	Amateur Radio Emergency Service
CEMP	Comprehensive Emergency Management Plan
COG	Continuity of Government
COOP	Continuity of Operations Plan
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FEMA	Federal Emergency Management Agency
ICS	Incident Command System
MEF	Mission Essential Function
MYSPMP	Multi-Year Strategy and Program Management Plan
NIMS	National Incident Management System
PBC	Palm Beach County
PBCFR	Palm Beach County Fire Rescue
PBSO	Palm Beach County Sheriff's Office
PDA	Preliminary Damage Assessment
POD	Point of Distribution
RPO	Recovery Point Objective
RTO	Recovery Time Objective
WebEOC	Web-based incident management and emergency coordination system utilized by Palm Beach County and partner agencies



# AGENDA

## MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Manager

SUBJECT: Statewide Mutual Aid Agreement (SMAA) – 2023

DATE: 05/26/2026

### **GENERAL SUMMARY/BACKGROUND:**

1. The Florida Division of Emergency Management (“FDEM”) administers the Statewide Mutual Aid Agreement (“SMAA”) pursuant to Chapter 252, Florida Statutes. The Agreement authorizes participating governmental entities throughout the State of Florida to request, provide, and receive emergency assistance during disasters, emergencies, and other catastrophic events.
2. The SMAA establishes procedures for coordination of personnel, equipment, services, reimbursement, and liability protections among participating jurisdictions during emergency response and recovery operations.

### **BUDGET IMPACT:**

There is no immediate fiscal impact associated with approval of this Resolution.

### **LEGAL NOTE:**

This item has been reviewed for legal sufficiency. Any additional legal guidance will be deferred to the City Attorney as necessary.

### **STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 2026-24 approving and authorizing participation in the Statewide Mutual Aid Agreement (SMAA) – 2023.

### **ATTACHMENTS:**

Resolution 2026-24

**RESOLUTION NO. 2026-24**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE EXECUTION OF THE STATEWIDE MUTUAL AID AGREEMENT (SMAA) WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR ADOPTION OF REPRESENTATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide and coordinate emergency aid, assistance, personnel, equipment, and resources during disasters and emergencies; and

**WHEREAS**, the State of Florida Division of Emergency Management administers the Statewide Mutual Aid Agreement (“SMAA”) - 2023 to facilitate interjurisdictional mutual aid assistance, operational coordination, reimbursement procedures, and liability protections among participating governmental entities throughout the State of Florida; and

**WHEREAS**, the City Commission of the City of Pahokee finds that participation in the SMAA - 2023 is necessary and in the best interests of the City to ensure continuity of governmental operations, protect public health, safety, and welfare, and provide supplemental emergency assistance during disasters and other catastrophic events.

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

**Section 1.** Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

**Section 2.** Approval and Authorization. The City Commission hereby approves and adopts participation in the Statewide Mutual Aid Agreement (SMAA) - 2023 administered by the State of Florida Division of Emergency Management. The City Manager is hereby authorized to execute any necessary documents and take all actions required to implement and participate in the SMAA, including requesting or providing mutual aid coordination, as needed, during emergencies.

**Section 3.** Conflict. All resolutions in conflict herewith are hereby and expressly repealed.

**Section 4.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

**PASSED** and **ADOPTED** this 26 day of May 2026.

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Nylene Clarke, CMC, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

**EXHIBIT "A"**

**STATEWIDE MUTUAL AID AGREEMENT - 2023**

(ATTACHED)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## STATEWIDE MUTUAL AID AGREEMENT - 2023

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

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

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

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

### ARTICLE I: DEFINITIONS

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Section 1, Item 3.



Ron DeSantis, Governor

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



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

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

## ARTICLE III: INVOCATION OF THE AGREEMENT

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

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

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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

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

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

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

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



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

## ARTICLE VI: RENDITION OF ASSISTANCE

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

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



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

## ARTICLE VII: REIMBURSEMENT

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

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

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

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



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

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

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

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



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## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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



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

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

## ARTICLE IX: INSURANCE

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

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



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## ARTICLE X: GENERAL REQUIREMENTS

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

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

## ARTICLE XI: EFFECTS OF AGREEMENT

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

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



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regardless of whether such costs are billed or unbilled.

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

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

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

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



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

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

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

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

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



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Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

City Attorney