



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32034

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
John A. Crawford	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
James E. Testone	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MEMORANDUM

TO: DAVID LOVETTE, BUILDING OFFICIAL
FROM: T. J. "JERRY" GREESON, EX-OFFICIO CLERK 
DATE: AUGUST 31, 1994
RE: MUTUAL AID AGREEMENT

Pursuant to your inquiry by memorandum dated August 19, 1994, enclosed please find a copy of the Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery, executed by the Board of County Commissioners on June 27, 1994, pursuant to the recommendation of the Director of Emergency Services.

This agreement has been turned over to the Director of Emergency Services to get same fully executed. Once we receive a fully executed copy from the Director of Emergency Services, we will provide you with a copy for your records.

(904) 225-9021 Board Room; 261-6127, 879-1029, 355-6275

An Affirmative Action / Equal Opportunity Employer

Nassau County Building Official

2290 STATE ROAD 200
FERNANDINA BEACH, FL 32034-3056
DAVID M. LOVETTE

MEMORANDUM

TO: T.J. GREESON, CLERK OF COURT
FROM: DAVID M. LOVETTE, BUILDING OFFICIAL *DM*
DATE: AUGUST 19, 1994
RE: MUTUAL AID AGREEMENT

After attending a recent Building Officials of Florida meeting, I was made aware of a State-wide Mutual Aid Agreement that was to have been signed by all counties and cities in Florida. This mutual aid agreement is to send Building Department employees to assist where needed after a disaster to comply with Habitability Assessment.

Would you please advise if Nassau County has participated with this agreement. If Nassau County has received, reviewed, accepted or rejected, would you please notify me. If the County has signed any such agreement, please send a copy to my office.

If you have any questions, please do not hesitate to contact Susan or myself.

disaster\mutaul.dis



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF EMERGENCY SERVICES

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Box 12
Fernandina Beach, Florida 32034-0494



BOARD MEETING
DATE: 6-27 '94
ACTION: 16
INFO: _____

ARMON C. SUMMERALL
Director

- DIVISIONS
- Civil Defense
 - Communications
 - Emergency Medical Services
 - Fire
 - Fuel Allocation
 - Water Safety

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
JOHN A. CRAWFORD, CHAIRMAN

FROM: ARMON C. SUMMERALL, DIRECTOR *[Signature]*

RE MUTUAL AID COMPACT; EXECUTION

(904) 261-5962
(904) 879-3300
Suncom 821-5227
Emergency Dial 911

DATE: MAY 17, 1994

Please note attached Mutual Aid Compact from the Department of Community Affairs, Division of Emergency Management.

This agreement has been submitted to all counties within Florida for execution.

It's recommended that Nassau County and it's Political Subdivisions execute this agreement, and return executed copies with attachments to the State Division of Emergency Management. They will forward copies with the State endorsement back to all signatories upon final execution.

Your support and timely execution in this matter is appreciated.

enc.

*Send fully
executed copy
to Date of 6/2
once received
C. W.S.*



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

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T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MEMORANDUM

TO: ARMON SUMMERALL, DIRECTOR OF EMERGENCY SERVICES
FROM: T. J. "JERRY" GREESON, EX-OFFICIO CLERK 
DATE: JULY 6, 1994
RE: MUTUAL AID AGREEMENT

Attached please find the original of the Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery, executed by the Board of County Commissioners on June 27, 1994.

Once this agreement has been fully executed we would appreciate receiving a fully executed copy for our files.

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

An Affirmative Action / Equal Opportunity Employer

April 27, 1994

STATEWIDE MUTUAL AID AGREEMENT

FOR CATASTROPHIC DISASTER RESPONSE AND RECOVERY

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND AMONG EACH POLITICAL SUBDIVISION OF THE STATE THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Chapter 252, Florida Statutes, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Chapter 252, Florida Statutes, authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Chapter 252, Florida Statutes, authorizes the governing body of each political subdivision of the state to enter into such contract or lease with the state, accept any such loan, or employ such personnel, and such political

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subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which such contract was entered into; and

WHEREAS, Chapter 252, Florida Statutes, authorizes the Division of Emergency Management to make available any equipment, services, or facilities owned or organized by the state or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area or upon the request of any recognized and accredited relief agency through such duly constituted authority; and

WHEREAS, Chapter 252, Florida Statutes, authorizes the Division of Emergency Management to call to duty and otherwise provide, within or without the state, such support from available personnel, equipment, and other resources of state agencies and the political subdivisions of the state as may be necessary to reinforce emergency management agencies in areas stricken by emergencies; and

WHEREAS, Chapter 252, Florida Statutes, requires that each municipality must coordinate requests for state or federal emergency response assistance with its county; and

WHEREAS, the State of Florida is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, sinkhole

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formations, and other natural disasters that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government owned facilities; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government, intends to foster communications between the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. "AGREEMENT" - the Statewide Mutual Aid Agreement for Emergency Response/Recovery. Political subdivisions of the State of Florida may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s) to the State of Florida Division of Emergency Management. Copies of the agreement with original signatures and copies of authorizing resolutions and

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insurance letters shall be filed and maintained at the Division headquarters in Tallahassee, Florida.

B. "REQUESTING PARTY" - the participating government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.

C. "ASSISTING PARTY" - the participating government entity furnishing equipment, services and/or manpower to the Requesting Party.

D. "AUTHORIZED REPRESENTATIVE" - an employee of a participating government authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating government executing this Agreement shall be attached as Appendix A to the executed copy of the Agreement supplied to the Division, and shall be updated as needed by each participating government.

E. "DIVISION" - the State of Florida, Department of Community Affairs, Division of Emergency Management.

F. "EMERGENCY" - any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.



G. "DISASTER" - any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, Governor, or the President of the United States.

H. "PARTICIPATING GOVERNMENT" - the State of Florida and any political subdivision of the State of Florida which executes this mutual aid agreement and supplies a complete executed copy to the Division.

I. "PERIOD OF ASSISTANCE" - the period of time beginning with the departure of any personnel of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

J. "WORK OR WORK-RELATED PERIOD" - any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting

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Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a participating government either becomes affected by, or is under imminent threat of, an emergency or disaster, it may invoke emergency related mutual aid assistance either by: (i) declaring a state of local emergency and transmitting a copy of that declaration to the Assisting Party, or to the Division, or (ii) by orally communicating a request for mutual aid assistance to Assisting Party or to the Division, followed as soon as practicable by written confirmation of said request. Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by the Local Emergency Management Agency. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the Local Emergency Management Agency. Requests for assistance may be communicated either to the Division or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to catastrophic disasters, except where the Participating Government has no other mutual aid agreement based upon Section 252.40 or 163.01, Florida

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Statutes, in which case a Participating Government may request assistance pursuant to the provisions of this agreement.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the authorized representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Party. Each party shall be responsible for keeping the Division advised of the status of the response activities. The Division shall not be responsible for costs associated with such direct requests for assistance. However, the Division may provide, by rule, for reimbursement of eligible expenses from the Emergency Management Preparedness and Assistance Trust Fund created under Section 252.373, Florida Statutes.

B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE DIVISION: The Requesting Party may directly contact the Division, in which case it shall provide the Division with the information in paragraph C below. The Division may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Division shall not be responsible for costs associated with such indirect requests for assistance, unless the Division so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Division or the State of Florida be

responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;



5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services; and

6. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. The Division may revise the format of Exhibit B subsequent to the execution of this agreement, in which case it shall distribute copies to all participating governments.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party or the Division the authorized representatives of any participating government agree to assess their government's situation to determine available personnel, equipment and other resources. All participating governments shall render assistance to the extent personnel, equipment and resources are available. Each participating government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the authorized representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party or the

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Division, whichever communicated the request, and provide the information below. The Division shall, upon response from sufficient participating parties to meet the needs of the Requesting Party, notify the authorized representative of the Requesting Party and provide them with the following information, to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the Requesting Party.

E. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory

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personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and the Division. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and the Division. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party unless such notice is not practicable, in which case such notice as is reasonable shall be provided..

F. FOOD; HOUSING; SELF-SUFFICIENCY Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the

greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

G. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

H. RIGHTS AND PRIVILEGES Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment.

I. WRITTEN ACKNOWLEDGEMENT The Requesting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Assisting Party or the Division, as applicable, for approval. The form to serve as this written acknowledgment is attached as Attachment C. The Assisting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the

Requesting Party by the quickest practical means, maintaining a copy for its files.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2.I. of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all reimbursable expenses.

A. **PERSONNEL** - During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Requesting Party shall reimburse any amounts paid or due for compensation to employees of the Assisting Party under the terms of the Florida Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. While providing services to the Requesting Party, employees of the Assisting Party shall be considered "borrow servants" of the



Requesting Party and shall be considered in the "dual employment" with the Requesting and Assisting Parties, subject to the supervision and control of both for purposes of Chapter 440, Florida Statutes. While the Requesting Party shall reimburse the Assisting Party for payments made in workers' compensation benefits required to be paid to its employees due to personal injury or death, the Division, and both the Requesting and Assisting Party shall enjoy immunity from civil prosecution as provided for in the Florida Workers' Compensation Act.

B. **EQUIPMENT** - The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the

Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

C. **MATERIALS AND SUPPLIES** - The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3.B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Division.

D. **RECORD KEEPING** - The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Division using format used or required by FEMA publications, including 44 CFR part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Division



finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

E. **PAYMENT** - Unless otherwise mutually agreed in the written acknowledgement executed in accordance with paragraph 2.I. or a subsequent written addendum to the acknowledgement, the Assisting Party shall bill the Requesting Party for all reimbursable expenses with an itemized Notice as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following the billing date. These timeframes may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

F. **PAYMENT BY OR THROUGH THE DIVISION:** The Division of Emergency Management may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Division, to the extent of funds available, and contingent upon an annual appropriation from the Legislature for such purposes. The Assisting Party

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shall be responsible for making written request to the Division for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Division shall provide a written response to said requests within ten (10) days of actual receipt. If the Division denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Division, or an assisting party provides assistance without having been requested by the Division to do so, the Division shall not be liable for reimbursement of any of the cost(s) of assistance. The Division may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Division shall be determined in accordance with 44 CFR 206.228. The Division may authorize applications for reimbursement of eligible costs from the undeclared disaster portion of the Emergency Management Preparedness and Assistance Trust Fund established pursuant to Section 252.373, Florida Statutes, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications

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shall be evaluated pursuant to rules established by the Division, and may be funded only to the extent of available funds. SECTION

SECTION 4. INSURANCE

Each participating government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a participating government is insured, its file shall contain a letter from its insurance carrier authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage either on employees, vehicles, or liability. If a participating government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached to the executed copy of this Agreement which is filed with the Division. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this agreement. The amount of reimbursement from the Division or the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

April 27, 1994

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 6. LENGTH OF TIME FOR EMERGENCY

The duration of such state of emergency declared by the Requesting Party is limited to seven (7) days. It may be extended, if necessary, in 7 day increments.

SECTION 7. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated in writing by the participating government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, Division of Emergency Management, Florida Department of Community Affairs, Tallahassee, Florida, which shall provide copies to all other Participating Parties.

SECTION 8. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating government and upon proper execution hereof.



SECTION 9. ROLE OF DIVISION OF EMERGENCY MANAGEMENT

The responsibilities the Division of Emergency Management, Florida Department of Community Affairs under this Agreement are to: (1) request mutual aid on behalf of a participating government, under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a requesting party, pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA, upon a Presidential disaster declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information, and to provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

SECTION 10. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements, pursuant to Section 252.40, Florida Statutes, or interlocal agreements, pursuant to Section

April 27, 1994

163.01, Florida Statutes, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

April 27, 1994



IN WITNESS WHEREOF, the parties set forth below have duly executed this Agreement on the date set forth below:

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF
OF NASSAU FLORIDA
(County)

By: [Signature]
Deputy Clerk

By: [Signature]
Chairman

APPROVED AS TO FORM:
Office of the Attorney

By: [Signature]

EXECUTED BY THE FOLLOWING PARTICIPATING LOCAL GOVERNMENTS IN _____
_____, COUNTY (attach authorizing resolution or ordinance
and insurance letter or resolution for each)

- _____, by _____
Political Subdivision Authorized Official Date
- _____, by _____
Political Subdivision Authorized Official Date
- _____, by _____
Political Subdivision Authorized Official Date
- _____, by _____
Political Subdivision Authorized Official Date
- _____, by _____
Political Subdivision Authorized Official Date
- _____, by _____
Political Subdivision Authorized Official Date
- _____, by _____
Political Subdivision Authorized Official Date

ACKNOWLEDGED AND AGREED BY THE DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

MUTUAL AID AGREEMENT
FOR EMERGENCY RESPONSE/RECOVERY
APPENDIX A

_____ Date:

_____ Name of Government:

_____ Mailing Address:

_____ city, state, zip:

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative

_____ Name:

_____ Title:

_____ Address:

_____ Day Phone: _____ Night Phone: _____

_____ FAX No.:

1st Alternate Representative

_____ Name:

_____ Title:

_____ Address:

_____ Day Phone: _____ Night Phone: _____

2nd Alternate Representative

_____ Name:

_____ Title:

_____ Address:

_____ Day Phone: _____ Night Phone: _____



REQUIRED INFORMATION (continued)

3. Identification of the public infrastructure system for which assistance is needed (e.g. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed:

4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed:

5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services:

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REQUIRED INFORMATION (continued)

6. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party.

April 27, 1994



ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance To Be Provided:

Resource Type	Amount	Assignment	Est. Time Arrival
---------------	--------	------------	-------------------

2. Availability of Additional Resources:

3. Time Limitations, if any: