

July 31, 2000

F. The existence in the State of Florida of special districts, educational districts, and other regional and local governmental entities with special functions may make additional resources available for use in emergencies.

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

ARTICLE I. Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which also may be called the Statewide Mutual Aid Agreement.

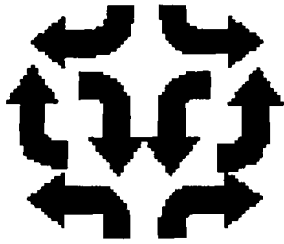
B. The "Participating Parties" to this Agreement are the Department and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

C. The "Department" is the Department of Community Affairs, State of Florida.

D. The "Division" is the Division of Emergency Management of the Department.

E. The "Requesting Parties" to this Agreement are Participating Parties who request assistance in a disaster.

F. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in a disaster to a Requesting Party.



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G. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer for use as his or her headquarters during a disaster.

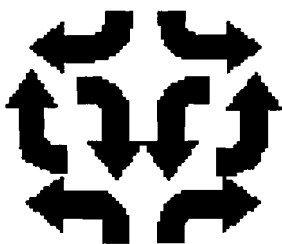
H. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Fla. Stat. (1999).

I. The “State Coordinating Officer” is the official whom the Governor designates by Executive Order to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order and the Comprehensive Emergency Management Plan.

J. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in a disaster, and shall include both 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 them to their place of origin or to the headquarters of the Assisting Party.

K. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of § 189.403(1), Fla. Stat. (1999), regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

L. An “educational district” is any School District within the meaning of § 230.01,



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STATEWIDE MUTUAL AID AGREEMENT

This Agreement between the DEPARTMENT OF COMMUNITY AFFAIRS, State of Florida (the "Department"), and all the local governments signing this Agreement (the "Participating Parties") is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the disaster with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

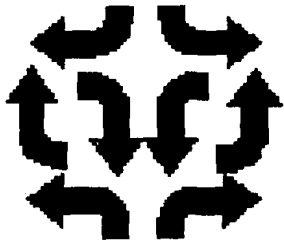
D. The Emergency Management Act, as amended, gives the local governments of the State the authority to make agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Under the Act the Department, through its Division of Emergency Management (the "Division"), has authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

**APPROVED**

DATE 12/11/00 JKB

12/13/00  
Original returned to Paul Tiedeman  
to send to DC A.



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Fla. Stat. (1999), or any Community College District within the meaning of § 240.313(1), Fla. Stat. (1999).

M.. An “interlocal agreement” is any agreement between local governments within the meaning of § 163.01(3)(a), Fla. Stat. (1999).

N. A “local government” is any educational district and any entity that is a “local governmental entity” within the meaning of § 11.45(1)(d), Fla. Stat. (1999).

O. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, as amended.

ARTICLE II. Applicability of the Agreement. A Participating Party may request assistance under this Agreement only for a major or catastrophic disaster. If the Participating Party has no other mutual aid agreement that covers a minor disaster, it may also invoke assistance under this Agreement for a minor disaster.

ARTICLE III. Invocation of the Agreement. In the event of a disaster or threatened disaster, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party or from the Department if, in the judgment of the Requesting Party, its own resources are inadequate to meet the disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) days must be confirmed in writing by the Director of Emergency Management for the County



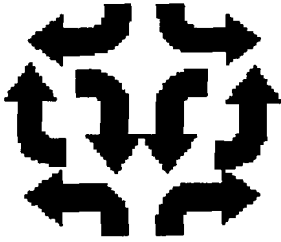
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of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the disaster for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by the Director of Emergency Management for the County of the Requesting Party to either the Division or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Department, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. If any requests for assistance under this Agreement are submitted to the Division, the Division shall relay the request to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the Comprehensive Emergency Management Plan.

D. Notwithstanding anything to the contrary elsewhere in this Agreement, nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Department or by other agencies of the State of Florida for use in responding to a disaster pending the assignment of such personnel, equipment, supplies, services and other resources to a mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in

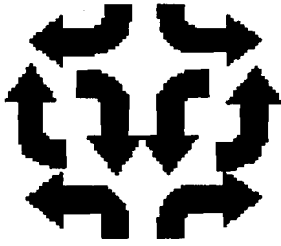


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accordance with the Comprehensive Emergency Management Plan.

ARTICLE IV. Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;
- C. A description of the specific type of assistance needed within each Emergency Support Function;
- D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;
- E. A description of any public infrastructure for which assistance will be needed;
- F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;



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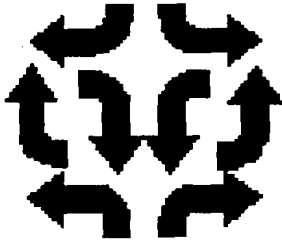
G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V. Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable given its personnel, equipment, resources and capabilities. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form C attached to this Agreement, and the completion of Form C by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services 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;



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C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

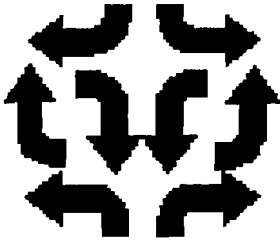
D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

ARTICLE VI. Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisors of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) days notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of catastrophic and major disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For minor disasters, the Requesting Party shall





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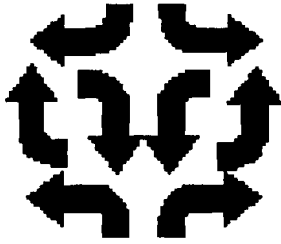
be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, the Requesting Party shall to the fullest extent practicable coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment.

ARTICLE VII. Procedures for Reimbursement. Unless the Department or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. The Department shall pay the costs incurred by an Assisting Party in responding to a request that the Department initiates on its own, and not for another Requesting Party, upon being billed by that Assisting Party in accordance with this Agreement.



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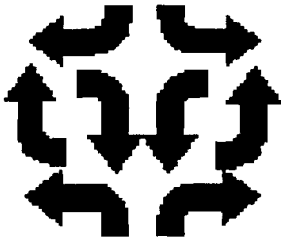
B. An Assisting Party shall bill the Department or other Requesting Party as soon as practicable, but not later than thirty (30) days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Department or the Requesting Party, as the case may be, protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) days shall constitute agreement to the bill and the items on the bill.

D. If the Department protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) days from the date of protest to present the bill or item to the original Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot agree with the Department or the Requesting Party, as the case may be, to the settlement of any protested bill or billed item, the Department, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Department or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party or any other official of an-



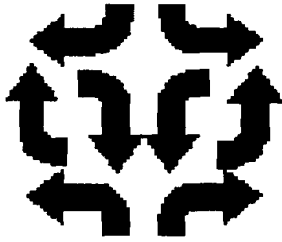
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other Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

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

H. If the Requesting Party has not forwarded a request through the Department, or if an Assisting Party has rendered assistance without being requested to do so by the Department, the Department shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency for the reimbursement of costs incurred by any Participating Party shall be made by and through the Department.

I. If the Federal Emergency Management Agency denies any request for reimbursement of costs which the Department has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Department, but the Department may waive such repayment for cause.

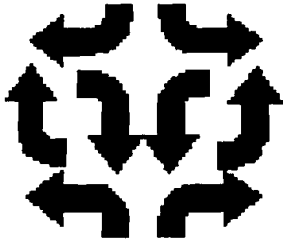


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ARTICLE VIII. Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

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.

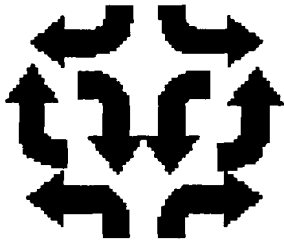
B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other 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



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



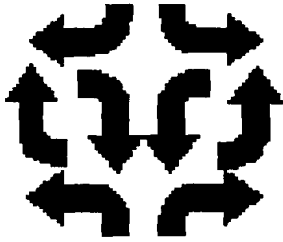
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D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of the Federal Emergency Management Agency and applicable circulars issued by the Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Department and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays other than 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 file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.



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C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. 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.

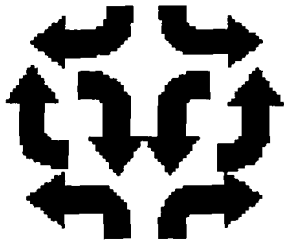
E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

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. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting



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Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for a proper preaudit and post audit thereof. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with applicable requirements for the reimbursement of state employees for travel costs.

C. 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.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. 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.

F. Any communication to the Department or the Division under this Agreement shall be sent to the Director, Division of Emergency Management, Department of Community Affairs, Sadowski Building, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form A attached to this Agreement. For the





July 31, 2000

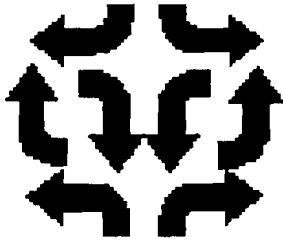
purpose of this Section, any such communication may be sent by the U.S. Mail, may be sent by the InterNet, or may be faxed.

ARTICLE XI. Effect 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, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether 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 that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether 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.



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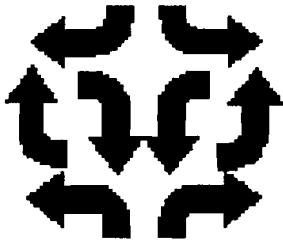
D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. 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 be automatically renewed one (1) year after its execution unless within sixty (60) days before that date the Participating Party notifies the Department in writing of its intent to withdraw from the Agreement.

F. The Department shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) days after its execution by the Department. Such amendment shall take effect not later than sixty (60) days after the date of its execution by the Department, 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 Department in writing of its intent to do so within that time in accordance with Section E of this Article.

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



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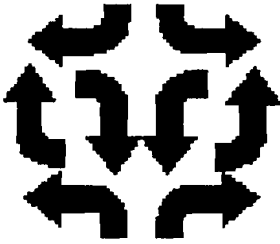
Agreement are not independent, but dependent.

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.

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 Department and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable.

E. The waiver of any obligation or condition in this Agreement in any instance by a Participating Party shall not be construed as a waiver of that obligation or condition in the same instance, or of any other obligation or condition in that or any other instance.



July 31, 2000

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

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF COMMUNITY AFFAIRS  
STATE OF FLORIDA

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

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

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY  
STATE OF FLORIDA

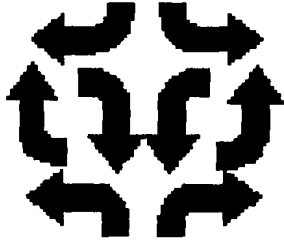
By: *J. M. Oxley, Jr.*  
Deputy Clerk  
J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

By: *[Signature]*  
Chairman

Date: December 11, 2000

Approved as to Form:

By: *[Signature]*  
County Attorney



July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF COMMUNITY AFFAIRS  
STATE OF FLORIDA

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

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

ATTEST:  
CITY CLERK

By: Clen W. Horn

Title: Town Clerk

CITY OF Callahan  
STATE OF FLORIDA

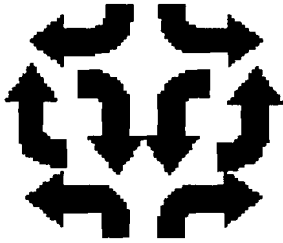
By: David R. Johnson

Title: Mayor

Date: 6 NOVEMBER 2000

Approved as to Form:

By: Daniel S. Burr  
City Attorney



July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF COMMUNITY AFFAIRS  
STATE OF FLORIDA

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

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

ATTEST:  
CITY CLERK

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

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

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

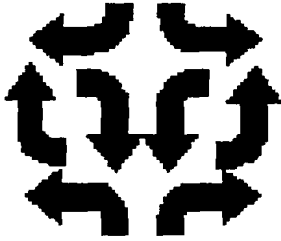
Title: \_\_\_\_\_

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

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney



July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF COMMUNITY AFFAIRS  
STATE OF FLORIDA

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

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

\_\_\_\_\_  
DISTRICT,  
STATE OF FLORIDA

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

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

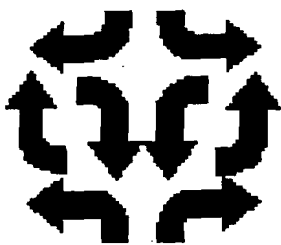
Title: \_\_\_\_\_

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District



July 31, 2000

**STATEWIDE MUTUAL AID AGREEMENT**

**FORM 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: \_\_\_\_\_

Telecopier: \_\_\_\_\_ InterNet: \_\_\_\_\_

**First Alternate Representative**

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

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

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Telecopier: \_\_\_\_\_ InterNet: \_\_\_\_\_

**Second Alternate Representative**

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

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

Address: \_\_\_\_\_

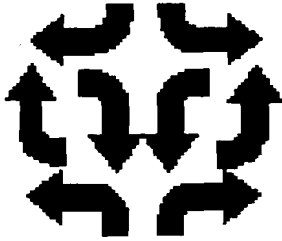
Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Telecopier: \_\_\_\_\_ InterNet: \_\_\_\_\_

***PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR***

Return to: Department of Community Affairs-Division of Emergency Management  
2555 Shumard Oak Boulevard - Tallahassee, Florida 32399-2100





July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

**Form B**

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

**Name of Requesting Party:** \_\_\_\_\_

**Contact Official for Requesting Party:**

**Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**InterNet:** \_\_\_\_\_

**1. Description of Damage:** \_\_\_\_\_

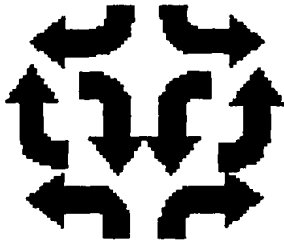
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Emergency Support Functions:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Types of Assistance Needed:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

**Form B**

**4. Types of Resources Needed:** \_\_\_\_\_

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**5. Description of Infrastructure:** \_\_\_\_\_

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**6. Description of Staging Facilities:** \_\_\_\_\_

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**7. Description of Telecommunications Resources:** \_\_\_\_\_

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9. Names of Supervisors for Requesting Party:

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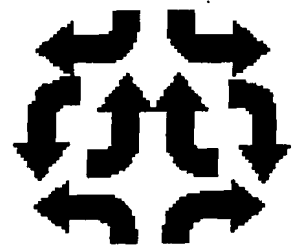
---

8. Time, Place and Date to Deliver Resources:

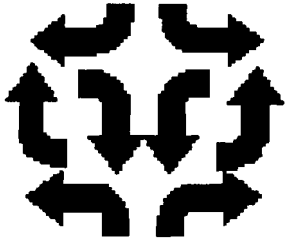
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Form B

STATEWIDE MUTUAL AID AGREEMENT



July 31, 2000



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

**Form C**

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

**Name of Assisting Party:** \_\_\_\_\_

**Contact Official for Assisting Party:**

**Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

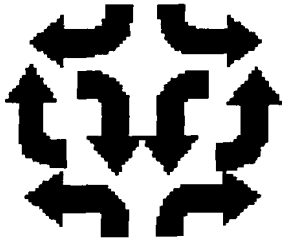
**InterNet:** \_\_\_\_\_

**1. Description of Resources :** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Estimated Time Resources Available:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

**Form C**

**3. Estimated Time and Date to Deliver Resources:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Description of Telecommunications Resources:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Names of Supervisors for Assisting Party:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF HILLIARD  
*A Florida Municipality*

November 22, 2000

Nassau County Board of County Commissioners  
Ms. Patricia S. Tiedeman,  
Office of Emergency Management  
Nassau County Office Annex  
11 North 14<sup>th</sup> Street, Suite 12  
Fernandina Beach, Florida 32034-0490

NASSAU COUNTY  
EMERGENCY MANAGEMENT  
2000 NOV 28 PM 2:47

Dear Ms. Tiedeman:

Please find enclosed the Statewide Mutual Aid Agreement signed by the Town of Hilliard. Included find Resolution No. 2000-15, authorizing the execution of said agreement, Certificate of Insurance Coverage and a completed copy of form A (Authorized Representatives Contact).

If anything further is needed, please contact me.

Sincerely,

TOWN OF HILLIARD



Lisa Purvis,  
Town Clerk

Enclosure

**RESOLUTION NO. 2000-15**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA A MUNICIPAL CORPORATION; AUTHORIZING THE MAYOR TO SIGN AND APPROVING THE ATTACHED NEW FLORIDA STATEWIDE MUTUAL AID AGREEMENT DATED JULY 31, 2000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, mutual aid agreements are encouraged to maximize and coordinate the use of available resources within the State and to ensure faster reimbursements; and

**WHEREAS**, utilizing mutual aid agreements, regardless of the funding sources, is the best way to supplement emergency assistance to protect the health and safety of the residents located within the impacted area and is cost effective; and

**WHEREAS**, the Statewide Mutual Aid Agreement was revised due to lessons learned from problems which arose since its inception in 1994; and

**WHEREAS**, the Division of Emergency Management has replaced the previous Statewide Mutual Aid Agreement, dated April 27, 1994 and superseded the Public Works Mutual Aid Agreement due to a minimum scope of activity and public works being included in the new Statewide Mutual Aid Agreement, dated July 31, 2000; and

**WHEREAS**, the April 27, 1994, document will remain in effect to give local and regional governmental entities time to sign the new Agreement by June 30, 2001.

**NOW THEREFORE BE IT RESOLVED**, by the Hilliard Town Council of the Town of Hilliard.

**Section 1:**


That execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved;

**Section 2:**


That this Resolution will go into effect immediately upon its passage and adoption and authentication by the signature of the Mayor to sign agreement;

**ADOPTED AND APPROVED** this 16 day of NOVEMBER, 2000, by  
the Hilliard Town Council, Hilliard, Florida.

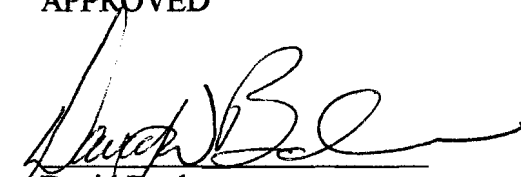
**TOWN OF HILLIARD**

  
\_\_\_\_\_  
Kevin Burnette,  
Council President

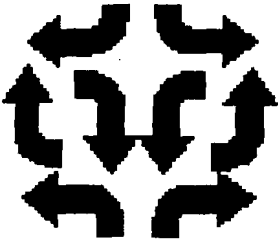
**ATTEST**

  
\_\_\_\_\_  
Lisa Purvis,  
Town Clerk

**APPROVED**

  
\_\_\_\_\_  
David Buchanan,  
Mayor





July 31, 2000

**STATEWIDE MUTUAL AID AGREEMENT**

**FORM A**

Date: November 16, 2000

Name of Government: Town of Hilliard

Mailing Address: Post Office Box 249

City, State, Zip: Hilliard, Florida 32046

Authorized Representatives to Contact for Emergency Assistance:

**Primary Representative**

Name: David Buchanan

Title: Mayor

Address: Post Office Box 249 7986 West CR 108

Day Phone: (904) 845-3550 Night Phone: (904) 845-3595

Telecopier: (904) 845-1221 InterNet: hillth@alltel.net

**First Alternate Representative**

Name: Steve Wingate

Title: Public Works Director

Address: Post Office Box 249 7986 West CR 108

Day Phone: (904) 845-2711 Night Phone: (904) 845-2654

Telecopier: (904) 845-1221 InterNet: hwtpd102@alltel.net

**Second Alternate Representative**

Name: Jerry Cockerham

Title: Volunteer Fire Chief

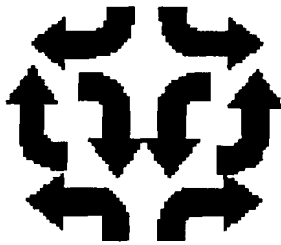
Address: Post Office Box 249 7986 West CR 108

Day Phone: (904) 845-3555 Night Phone: (904) 845-2840

Telecopier: (904) 845-1221 InterNet: 0411@aol.com

***PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR***

Return to: Department of Community Affairs-Division of Emergency Management  
2555 Shumard Oak Boulevard - Tallahassee, Florida 32399-2100



July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF COMMUNITY AFFAIRS  
STATE OF FLORIDA

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

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

ATTEST:  
CITY CLERK

By: *[Signature]*  
Title: Town Clerk

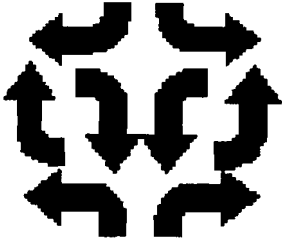
CITY OF Hilliard  
STATE OF FLORIDA  
By: *[Signature]*  
Title: Mayor

Date: November 16, 2000

Approved as to Form:

By: *[Signature]*  
City Attorney





July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF COMMUNITY AFFAIRS  
STATE OF FLORIDA

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

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

ATTEST:  
CITY CLERK

By: Clen W. Worme

Title: Town Clerk

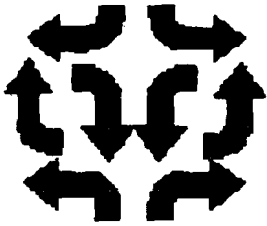
CITY OF Callahan  
STATE OF FLORIDA

By: David R. Perry Johnson  
Title: Mayor

Date: 6 NOVEMBER 2000

Approved as to Form:

By: Daniel S. Burns  
City Attorney



July 31, 2000

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

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF COMMUNITY AFFAIRS  
STATE OF FLORIDA

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

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

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY  
STATE OF FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

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

Approved as to Form:

By: \_\_\_\_\_  
County Attorney

**Agenda Request for:** December 11, 2000

**Department:** Nassau County Emergency Management

**Funding Source:** N/A

**Action requested and recommendation:** Would like the Board to approve and give permission for Chairman to sign the Statewide Mutual Aid Agreement.

**Financial/Economic Impact to Future:** To receive help during a declared disaster.

**Years Budgeting Process or Effect on Citizens:** N/A

**Is this action consistent with the Nassau County Comprehensive Land Use Plan?** N/A

**Reviewed by:**

**Legal**

**Finance**

**Coordinator**

A handwritten signature in black ink, appearing to be 'D. Smith', written over the 'Coordinator' label.

00111120 11/11/00



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

**OFFICE OF EMERGENCY MANAGEMENT**

NASSAU COUNTY OFFICE ANNEX  
11 North 14th Street, Suite 12  
Fernandina Beach, Florida 32034-0490



**MEMORANDUM**

To: Walt Gossett  
Nassau County Coordinator

From: Patricia Tiedeman *PT*  
Nassau County Emergency Management

Re: Statewide Mutual Aid Participates

Date: December 4, 2000

.....

I am writing to notify you that I have received signed contracts for the Town of Hilliard, and the Town of Callahan. Per Chief Leeper, The Ocean Highway and Port Authority's contract has been signed, and will be sent to us, however the City of Fernandina Beach's contract will not be signed until the 19<sup>th</sup> of December, and it will be forwarded at that time. Tina and I sent out reminder notices and also made phone calls last week. As of this date we have had no response from Amelia Park Community Development or Nassau Soil & Water. After speaking with Mr. Pike at the School Board, he informed Tina to leave them out unless he contacts us. And, I have spoken with Gary at Mosquito Control and he states that the attorney was supposed to have mailed it out, however, we haven't received it, therefore, he is checking on it.

Thank you.



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
**OFFICE OF EMERGENCY MANAGEMENT**



NASSAU COUNTY OFFICE ANNEX  
11 North 14th Street, Suite 12  
Fernandina Beach, Florida 32034-0490

MEMORANDUM

To: Walt Gossett, County Coordinator  
From: Patricia Tiedeman, Emergency Management *PST*  
Re: Statewide Mutual Aid Agreement  
Date: October 2, 2000

.....

Attached is a copy of the new Statewide Mutual Aid agreement. The deadline for signing this agreement is June 30, 2001. The changes include additional signatures. (Ref: Para. 4 of attached memorandum)

Thank You

00 OCT -3 09 9:13





STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH  
Governor

STEVEN M. SEIBERT  
Secretary

September 13, 2000

**MEMORANDUM**

TO: All Political Subdivisions  
FROM: *JFM*  
Joseph F. Myers, Director  
Division of Emergency Management  
SUBJECT: Execution of the New Statewide Mutual Aid Agreement, dated July 31, 2000

00 SEP 18 11:40

When disasters strike, the initial resources to protect the health and safety of our citizens will come from local efforts including Municipal and County resources. However, if the response and/or the recovery efforts are beyond the capability of local resources, requests for assistance will be made to the State. If the disaster exceeds the State's ability to support local governments, the State may request additional assistance through the Emergency Management Assistance Compact or from Federal assistance to supplement the State's efforts. A proven method to augment emergency resources in a cost effective and timesaving manner is through the implementation of mutual aid agreements. Over the past six years, the Division of Emergency Management has become a strong proponent of participation in the Statewide Mutual Aid Agreement. Currently, we recognize the process can be further strengthened with the inclusion of independent special districts.

Mutual aid agreements are encouraged to maximize and coordinate the use of available resources within the State and to ensure faster reimbursements. Utilizing mutual aid agreements, regardless of the funding sources, is the best way to supplement emergency assistance to protect the health and safety of the residents located within the impacted area and is cost effective.

The Statewide Mutual Aid Agreement was revised due to lessons learned from problems which arose since its inception in 1994. The Division of Emergency Management has replaced the previous Statewide Mutual Aid Agreement, dated April 27, 1994 and superseded the Public Works Mutual Aid Agreement due to a minimum scope of activity and public works being included in the new Statewide Mutual Aid Agreement, dated July 31, 2000. The April 27, 1994, document will remain in effect to give local and regional governmental entities time to sign the new Agreement by **June 30, 2001**.

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100  
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781  
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, FL 33050-2227  
(305) 289-2402

COMMUNITY PLANNING  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-2356

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9959

HOUSING & COMMUNITY DEVELOPMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-7956

Despite the omission of independent special districts from the original agreement, many districts have responded to requests during past disasters. Adding independent special districts as a party to the Statewide Mutual Aid Agreement is a significant substantive change from the original agreement and creates access to a broader array of resources. The Division of Emergency Management requests all Counties, Municipalities, Community College Districts, School Districts and Independent Special Districts to sign the new Statewide Mutual Aid Agreement, acknowledging the acceptance of the new terms and parties. With the addition of the **900 plus Independent Special Districts, i.e., (Community College Districts, School Districts, Soil and Water Conservation Districts, Reedy Creek Improvement District, Special Fire Control Districts, Fire and Rescue Districts, Mosquito Control Districts, Water Management Districts, Water and Sewer Districts, Water Control Districts, Navigation Districts, Drainage Districts, Educational Districts, Port Districts)**, to the Statewide Mutual Aid Agreement, Florida will expand its resources and address all public entities needing assistance.

Some of the major differences in the new Statewide Mutual Aid Agreement are:

- There is no modification to sign along with the new Agreement as before.
- The new Agreement includes governmental entities of every description.
- The new Agreement makes use of binding arbitration to settle billing disputes between parties.
- No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

The new Statewide Mutual Aid Agreement also provides for the following:

- The execution of the new Agreement by any Participating Party, which is a signatory to the Statewide Mutual Aid Agreement of 1994, will terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that Agreement, but such termination will not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.
- The Statewide Mutual Aid Agreement of the year 2000 will continue to be in effect for one year from its date of execution by a Participating Party, and it will be automatically renewed one year after its execution unless within sixty days before that date the Participating Party notifies the Department of Community Affairs in writing of its intent to withdraw from the Agreement.

All Political Subdivisions  
September 13, 2000  
Page Three

- The execution of the new Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement will terminate the rights, interest, duties and responsibilities and obligations of that Participating Party under that Agreement, but such termination will not affect the liability of the Participating Party for the reimbursement of any cost due under that agreement, regardless of whether billed or unbilled.
  
- Unless superseded by the execution of this Agreement in accordance with Section A, Article XI, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

In order to become a party to the attached Statewide Mutual Aid Agreement, submission of your signed agreement must include the following:

1. A separate completed copy of Form A (Authorized Representatives Contact) for the county, municipalities, and all independent special districts.
  
2. A Resolution or a copy of meeting minutes from each governing board showing governing board approval.
  
3. A Certificate of Insurance or other evidence of insurance coverage for each county, municipalities, and/or independent special districts.

Thank you for your immediate response to this very important document. Should you have questions regarding the aforementioned, please call Ms. Janice L. Jones, Planner at (850) 413-9974 or Mr. Alfred O. Bragg, Assistant General Counsel at (850) 922-1676.

JFM:jj

Attachments