



STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**

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

JEB BUSH  
Governor

STEVEN M. SEIBERT  
Secretary

June 15, 2001

Mr. Daniel B. Leeper, Fire Chief  
City of Fernandina Beach  
P. O. Box 668  
Fernandina Beach, Florida 32035

Dear Mr. Leeper:

Enclosed for your records is a copy of the executed July 31, 2000 Statewide Mutual Aid Agreement between the City of Fernandina Beach and the State of Florida, Department of Community Affairs. The City of Fernandina Beach's participation in the Mutual Aid Agreement will further enhance Florida's ability to plan for, respond to, and recover from a future disaster. Your participation in the Statewide Mutual Aid Program is vital to Florida's Emergency Management System and is greatly appreciated.

A report that lists all authorized representatives participating in the Statewide Mutual Aid Agreement is available upon request. Thank you for your prompt attention to this agreement. Should questions arise regarding the report or agreement, please call Mr. Michael McDonald at (850) 413-9953.

Respectfully,

W. Craig Fugate, Interim Director  
Division of Emergency Management

WCF:ba

Enclosure

cc: Mr. Patricia Tiedeman, Interim Director  
Nassau County Emergency Management

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>

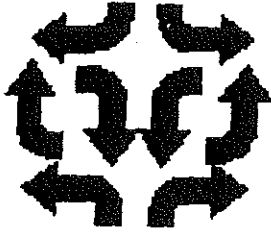
CRITICAL STATE CONCERN FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, Florida 33050-2227  
(305) 289-2402

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

EMERGENCY MANAGEMENT  
2575 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9969

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

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NASSAU COUNTY  
EMERGENCY MANAGEMENT



July 31, 2000

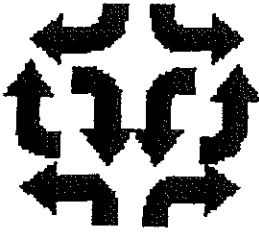
NASSAU COUNTY  
EMERGENCY MANAGEMENT

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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.



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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.

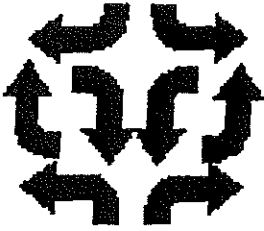
B. The "Participating Parties" to this Agreement are the Department and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

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.

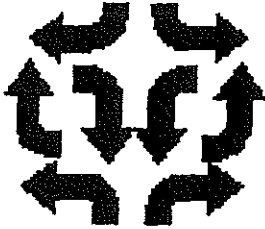
H. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Fla. Stat. (1999).

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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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).

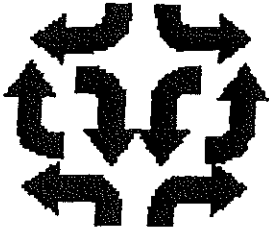
N. A "local government" is any educational district and any entity that is a "local governmental entity" within the meaning of § 11.45(1)(d), Fla. Stat. (1999).

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



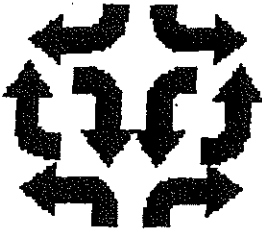
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of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the disaster for which assistance is requested.

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

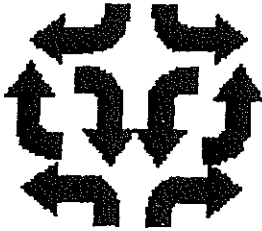


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accordance with the Comprehensive Emergency Management Plan.

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

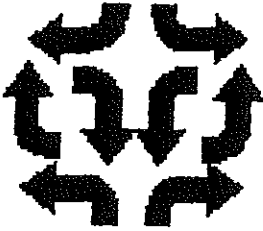
H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

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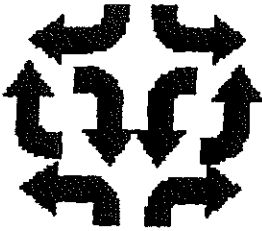
C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

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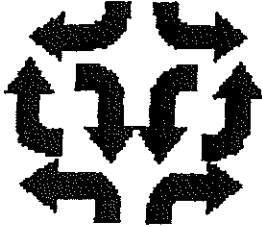
B. An Assisting Party shall bill the Department or other Requesting Party as soon as practicable, but not later than thirty (30) days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for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



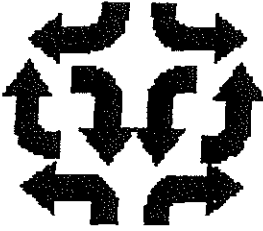
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other Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

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.

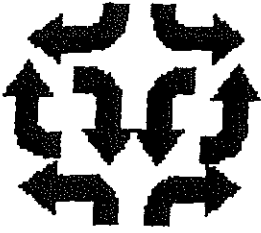


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ARTICLE VIII. Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

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.

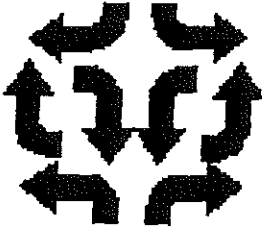
B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other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



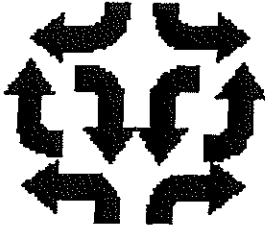
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D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of the Federal Emergency Management Agency 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.

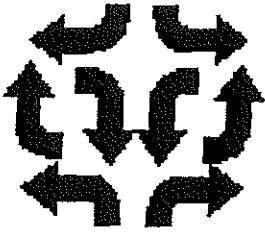
F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

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.

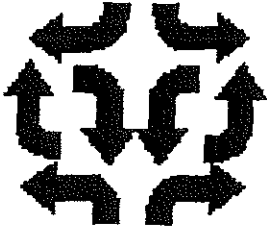
B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for a proper preaudit and post audit thereof. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with applicable requirements for the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



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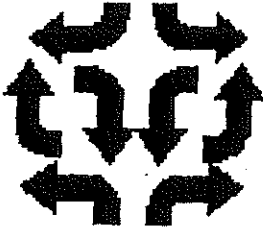
purpose of this Section, any such communication may be sent by the U.S. Mail, may be sent by the InterNet, or may be faxed.

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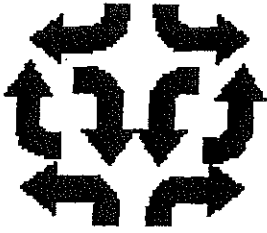
D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

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



July 31, 2000

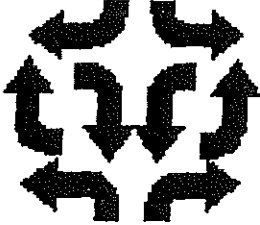
Agreement are not independent, but dependent.

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.



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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

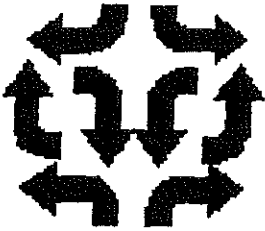
By: \_\_\_\_\_  
Chairman

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

Approved as to Form:

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

Received 6/7



July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF COMMUNITY AFFAIRS  
STATE OF FLORIDA

By: [Signature]  
Director

Date: 6/15/2001

ATTEST:  
CITY CLERK

By: Mary J. Mercer  
Title: City Clerk

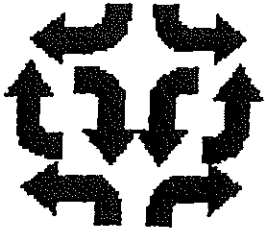
CITY OF Fernandina Beach  
STATE OF FLORIDA

By: Andy Barton  
Title: City Manager

Date: December 20, 2000

Approved as to Form:

By: Wesley R. Poole  
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: \_\_\_\_\_

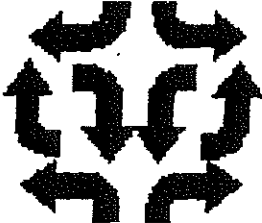
Title: \_\_\_\_\_

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

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

Approved as to Form:

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



July 31, 2000

**STATEWIDE MUTUAL AID AGREEMENT**

**FORM A**

Date: 11/15/00

Name of Government: City of Fernandina Beach

Mailing Address: P.O. Box 668

City, State, Zip: Fernandina Beach, FL 32035

**Authorized Representatives to Contact for Emergency Assistance:**

**Primary Representative**

Name: Daniel B. Leeper

Title: Fire Chief

Address: 225 South 14th Street, Fernandina Beach, FL 32034

Day Phone: 904/277-7331 Night Phone: 904/277-7331

Telecopier: 904/277-7334 InterNet: dleeper@fbfl.org

**First Alternate Representative**

Name: Robert Hammond

Title: Police Chief

Address: 101 South 2nd Street, Fernandina Beach, FL 32034

Day Phone: 904/277-7342 Night Phone: 904/277-7342

Telecopier: 904/277-7347 InterNet: \_\_\_\_\_

**Second Alternate Representative**

Name: Mayor James Rodeffer

Title: Mayor

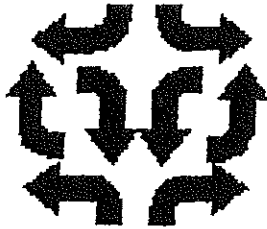
Address: 204 Ash Street, Fernandina Beach, FL 32034

Day Phone: 904/277-7305 Night Phone: 904/277-7305

Telecopier: 904/277-7308 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

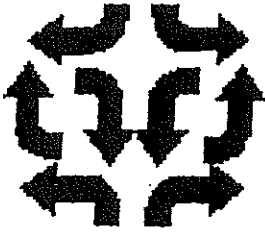
\_\_\_\_\_

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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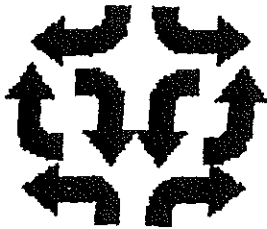
7. Description of Telecommunications Resources:

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July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

Form B

8. Time, Place and Date to Deliver Resources: \_\_\_\_\_

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

9. Names of Supervisors for Requesting Party: \_\_\_\_\_

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


<b>* ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>		EP ID SM FLRMA-1	DATE (MM/DD/YY) 05/22/01
<b>PRODUCER</b> John T. Ferreira Ins., Inc. 500 Centre Street Fernandina Beach FL 32034 Phone: 904-261-5571 Fax: 904-261-4621		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> City of Fernandina Beach P.O. Box 668 Fernandina Beach FL 32035		INSURERS AFFORDING COVERAGE INSURER A: <b>Coragis Insurance Company</b> INSURER B: INSURER C: INSURER D: INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> ACCIDENT <input type="checkbox"/> LOC	6510081528	10/01/00	10/01/01	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	6510081528	10/01/00	10/01/01	COMBINED SINGLE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS <input type="checkbox"/> OTHER <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
**RE: Catastrophic Disaster Response & Recovery Mutual Aid Agreement**

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
State of Florida, Dept of Community Affairs Emergency Management 2740 Centerview Drive Tallahassee FL 32399-2100		STATE 01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 

development. Mayor Rodeffer stated the City Manager would contact Mr. Peroni to discuss this issue.

INTERGOVERNMENTAL COORDINATION BUSINESS: City Manager Barton stated the County Commission met December 18, 2000 and decided not to pursue purchase of the McArthur property due to time and financial constraints. Commissioner Sapp stated that the City was committed to that property from day one. Commissioner Rogers referred to the Workshop about negotiations for only a portion of the property, and suggested looking at the residuals because they are contiguous to the City and possibly more affordable.

VISION 2000 BUSINESS: Deputy City Manager Scott Moyer explained there were plans for a Vision 2000 Workshop for January 23, 2001 to discuss implementation strategies and monitoring the plan.

CONSENT AGENDA: The following nine items were on the Consent Agenda and were approved by one motion with the exception of Item (f), Consideration of Resolution #2000-103 approving the Personnel Policy Manual, which was removed at the request of Commissioner Sapp and Item (g), Consideration of Resolution #2000-104 reprimanding City Manager, which was removed at the request of Vice-Mayor Page.

RESOLUTION #2000-99 FOR CONTRACT FOR LAWN MAINTENANCE FOR COMMUNITY DEVELOPMENT DEPARTMENT: According to the agenda support documents contained in the packet, staff recommended approval of Resolution #2000-99. A motion was made by Commissioner Rogers, seconded by Commissioner Thompson, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

RESOLUTION #2000-100 FOR NON-EXCLUSIVE FRANCHISE FOR WHEELCHAIR ACCESSIBLE CHARTER BOAT: According to the agenda support documents contained in the packet, staff recommended approval of Resolution #2000-100. A motion was made by Commissioner Rogers, seconded by Commissioner Thompson, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried. City Manager Barton explained that Captain Steve Hair would be entering a non-exclusive franchise for a wheelchair accessible charter boat, and stated the City would be giving a break on moorage fees and priority docking for these boats that help physically challenge individuals. Mayor Rodeffer commended Mr. Hair for taking the initiative.

AWARD OF REQUEST FOR QUALIFICATION #99-76 FOR ATLANTIC CENTER POOL RENOVATIONS ENGINEERING SERVICES: According to the agenda support documents contained in the packet, staff recommended to award the bid for the Atlantic Pool to Robert E. Wood, PE, and authorize the City Manager and City Clerk to execute the contract contingent upon City Attorney approval. A motion was made by Commissioner Rogers, seconded by Commissioner Thompson, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

RESOLUTION #2000-102 FOR MUTUAL AID AGREEMENT WITH STATE OF FLORIDA: According to the agenda support documents contained in

the packet, staff recommended approval of Resolution #2000-102 with the State of Florida, Department of Community Affairs and authorized the City Manager to execute the agreement. A motion was made by Commissioner Rogers, seconded by Commissioner Thompson, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

APPROVAL OF FLORIDA PREPAID COLLEGE PROGRAM: According to the agenda support documents contained in the packet, staff recommended approval of establishing payroll deductions for the Florida Prepaid College Program. A motion was made by Commissioner Rogers, seconded by Commissioner Thompson, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

RESOLUTION #2000-103 APPROVING THE PERSONNEL POLICY MANUAL: According to the agenda support documents contained in the packet, staff recommended approval of Resolution #2000-103 adopting the Personnel Policy Manual and authorize the City Manager to keep the manual current as changes in policies occur. A motion was made by Commissioner Sapp, seconded by Commissioner Rogers, to approve the Personnel Policy Manual and the City Attorney prepare a fraternization policy to be approved by the City Commission that will be included at a later date. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

RESOLUTION #2000-104 REPRIMANDING CITY MANAGER: According to the agenda support documents contained in the packet, staff recommended approval of Resolution #2000-104. Vice-Mayor Page expressed her opinion that a reprimand was not the appropriate action. A motion was made by Commissioner Rogers, seconded by Commissioner Sapp, to approve Resolution #2000-104. Vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Rogers:	Aye
Commissioner Sapp:	Aye
Commissioner Thompson:	Aye
Vice-Mayor Page:	Nay
Mayor Rodeffer:	Aye

Motion carried.

RESOLUTION #2000-105 DENYING BID COMPLAINT FILED BY MIL-CON: According to the agenda support documents contained in the packet, staff recommended approval of Resolution #2000-105. A motion was made by Commissioner Rogers, seconded by Commissioner Thompson, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

RESOLUTION #2000-108 APPROVING THE POLICE BENEVOLENT ASSOCIATION UNION CONTRACT: According to the agenda support documents contained in the packet, staff recommended approval of Resolution #2000-108. A motion was made by Commissioner Rogers, seconded by Commissioner Thompson, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

RESOLUTION NO. 2000-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND THE CITY OF FERNANDINA BEACH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Emergency Management Act gives the City of Fernandina Beach the authority to make agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of cost incurred by the City of Fernandina Beach when rendered such assistance; and

WHEREAS, under the Act the Department of Community Affairs, through its Division of Emergency Management, has authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed; and

WHEREAS, the City Commission of the City of Fernandina Beach deems it to be in the best interest of the City to enter into such an agreement with the State of Florida Department of Community Affairs.

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

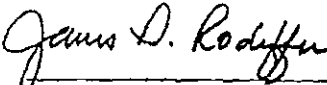
Section 1. The City Commission hereby approves the Mutual Aid Agreement between the State of Florida Department of Community Affairs and the City of Fernandina Beach.

Section 2. The Mayor and City Clerk are hereby authorized to sign said agreement on behalf of the City of Fernandina Beach.

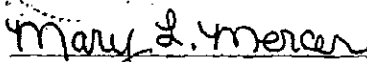
Section 3. This Resolution shall be effective immediately upon its adoption.

ADOPTED this 19<sup>th</sup> day of December, 2000.

CITY OF FERNANDINA BEACH

  
\_\_\_\_\_  
JAMES D. RODEFFER  
Mayor-Commissioner

ATTEST:

  
\_\_\_\_\_  
MARY L. MERCER  
City Clerk