

RESOLUTION NO. 98-35

A RESOLUTION OF THE COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA, TO SIGN AND APPROVING THE ATTACHED FLORIDA STATEWIDE MUTUAL AID AGREEMENT AND THE ATTACHED MODIFICATION NO. 1 TO AGREEMENT

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

**WHEREAS**, on June 27, 1994 the Board of County Commissioners of Nassau County, Florida, approved an agreement with the State of Florida, Division of Emergency Management concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Community Affairs requires counties to participate in the Statewide Mutual Aid Agreement to be eligible for funds under the Administrative Rule 9G-19, Base Funding for Count Emergency Management Agencies and Municipal Competitive Grant and Loan Programs.

**NOW, THEREFORE, BE IT RESOLVED** this 9<sup>th</sup> day of February, 1998, by the Board of County Commissioners of Nassau County, Florida as follows:


Section 1. That execution of the attached Statewide Mutual Aid Agreement and the attached Modification to the Agreement is hereby authorized, and the Agreement and Modification No. 1 are hereby approved.

Section 2. That this Resolution will go into effect immediately upon its passage and adoption and authentication by the signature of

the Chairman of the Board of County Commissioners of Nassau County,  
Florida.

PASSED AND ADOPTED this 9<sup>th</sup> day of February, 1998.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



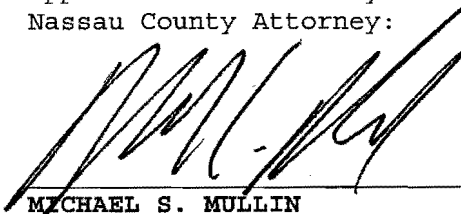
CHRIS KIRKLAND  
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



MICHAEL S. MULLIN

October 21, 1994

MODIFICATION #1 TO STATEWIDE MUTUAL AID AGREEMENT

WHEREAS, the undersigned County/Municipality (strike one), along with the Department of Community Affairs, Division of Emergency Management (DEM) and various other counties and municipalities in the State of Florida, has entered into the Statewide Mutual Aid Agreement for Catastrophic Response and Recovery (the Agreement); and

WHEREAS, the parties to the Agreement are desirous of amending the Agreement, to revise provisions regarding the handling of workers' compensation claims and to clarify and correct certain other terms and conditions;

NOW, THEREFORE, the undersigned signatories agree:

1. The title of the Agreement is revised to read: "State-wide Mutual Aid Agreement."

2. The introductory paragraph is revised to read: "THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, AND BY AND AMONG EACH COUNTY AND MUNICIPALITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:".

3. The first sentence of SECTION 1. DEFINITIONS, paragraph A. "AGREEMENT" is revised to read: "the Statewide Mutual Aid Agreement." The remainder of that paragraph is unchanged.

4. SECTION 1. DEFINITIONS, paragraph D. "AUTHORIZED REPRESENTATIVE" is revised to read: "An employee of a participat-

October 21, 1994

ing government authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating government executing this Agreement shall be attached hereto as 'Exhibit A,' and shall be updated as needed by each participating government."

5. SECTION 1. DEFINITIONS, paragraph H. "PARTICIPATING GOVERNMENT" is revised to read: "The State of Florida, any county which executes this Agreement and supplies a complete, executed copy to the Division, and any municipality which executes this Agreement and supplies a complete, executed copy to the Division."

6. A new paragraph K. is added to SECTION 1. DEFINITIONS, to read as follows: "K. 'MAJOR DISASTER'- a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance."

7. The initial, unnumbered, paragraph of SECTION 2. PROCEDURES, is revised to read:

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may invoke emergency related mutual aid assistance either by: (i) declaring a state of local emergency and transmitting a copy of that declaration to the Assisting Party, or to the Division, or (ii) by orally communicating a request for mutual aid assistance to the Assisting Party or to the Division, fol-

October 21, 1994

lowed as soon as practicable by written confirmation of said request. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their County Emergency Management Agencies. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the Local Emergency Management Agency. Requests for assistance may be communicated either to the Division or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement for the provision of assistance related to emergencies or disasters, in which case a Participating Government may request assistance related to any disaster or emergency, pursuant to the provisions of this Agreement.

8. SECTION 2. PROCEDURES, paragraph C. REQUIRED INFORMATION, subparagraph, 6 is revised to read:

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

October 21, 1994

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

9. SECTION 2. PROCEDURES, paragraph I. WRITTEN ACKNOWLEDGEMENT, is revised to read:

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

10. SECTION 3. REIMBURSABLE EXPENSES, paragraph A. PERSONNEL, is revised to read:

A. PERSONNEL - During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The

October 21, 1994

Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Florida Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

11. SECTION 7. TERM, is revised to read:

This Agreement shall be in effect for one (1) year from the date hereof and shall be renewed in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, Division of Emergency Management, Florida Department of Community Affairs, Tallahassee, Florida, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of

October 21, 1994

the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, Division of Emergency Management, Department of Community Affairs to all other Participating Governments.

12. SECTION 10. SEVERABILITY; EFFECT ON OTHER AGREEMENTS,  
is revised to read:

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

In the event that any parties to this agreement have entered into other mutual aid agreements, pursuant to Section 252.40, Florida Statutes, or interlocal agreements, pursuant to Section 163.01, Florida Statutes, those parties agree that said agreements are



October 21, 1994

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

13. The document attached to the Agreement and formerly labeled "APPENDIX A," is revised to be titled "EXHIBIT A" as indicated in the attached EXHIBIT A. The document attached to the Agreement entitled "REQUIRED INFORMATION" is revised to be titled "EXHIBIT B" as indicated in the attached "EXHIBIT B." The document attached to the Agreement and entitled "ACKNOWLEDGMENT" is revised to be titled "EXHIBIT C" as indicated in the attached "EXHIBIT C."

14. This Modification shall become effective only as between those counties and municipalities, and the State of Florida, when they have actually executed a copy of the MODIFICATION #1 TO STATEWIDE MUTUAL AID AGREEMENT containing identical terms, and when that copy has been executed by the State of Florida, Division of Emergency Management.

RECEIVED  
EMERGENCY MANAGEMENT

STATEWIDE MUTUAL AID AGREEMENT  
EXHIBIT A

98 FEB 23 PM 4: 21

Date: January 6, 1998

Name of Government: Nassau County Board of County Commissioners

Mailing Address: P.O. Box 1010

City, State, Zip: Fernandina Beach, Fl 32034

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative

Name: Walt Gossett

Title: County Coordinator

Address: 3163 Baily Rd., Fernandina Bch, Fl 32034

Day Phone: (904) 321-5782

Night Phone: (904) 277-4837

FAX No.: (904) 321-5784

1<sup>st</sup> Alternate Representative

Name: R. L. Kotsis

Title: Director-Dept. of Public Safety/Emergency Management

Address: 11 North 14th St., Suite 12, Fernandina Beach, Fl 32034

Day Phone: (904) 321-5732

Night Phone: (904) 764-7168

2<sup>nd</sup> Alternate Representative

Name: Michael Greene

Title: Fire-Chief, Dept. of Public Safety/Emergency Management

Address: 11 North 14th St. Suite 12, Fernandina Beach, Fl 32034

Day Phone: (904) 321-5732

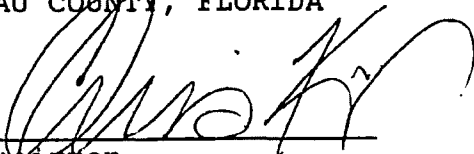
Night Phone: (904) 277-4867

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EMERGENCY MANAGEMENT  
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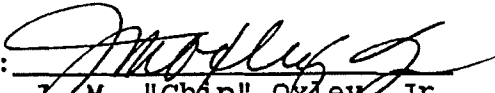
January 8, 1998

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

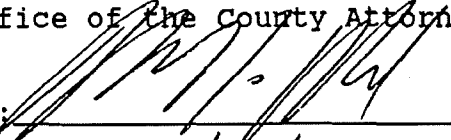
BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA

By:   
Chairman

ATTEST:  
CLERK OF THE CIRCUIT COURT

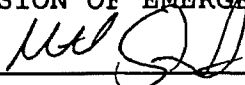
By:   
J. M. "Chip" Ozley, Jr.  
Its Ex-officio Clerk

APPROVED AS TO FORM:  
Office of the County Attorney

By: 

DATE: 2/11/98

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT

By: 

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

October 21, 1994

**EXHIBIT B**

**STATEWIDE MUTUAL AID AGREEMENT  
REQUIRED INFORMATION**

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

1. General description of the damage sustained:

2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed:

October 21, 1994

REQUIRED INFORMATION (continued)

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

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

October 21, 1994

REQUIRED INFORMATION (continued)

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

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

October 21, 1994

EXHIBIT C

STATEWIDE MUTUAL AID AGREEMENT

ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

CONTACT NUMBER/PROCEDURES: \_\_\_\_\_

1. Assistance To Be Provided:

Resource Type	Amount	Assignment	Est. Time Arrival
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2. Availability of Additional Resources:

3. Time Limitations, if any:



STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**

*"Helping Floridians create safe, vibrant, sustainable communities"*

LAWTON CHILES  
Governor

JAMES F. MURLEY  
Secretary

April 9, 1998

Mr. Walt Gossett, County Coordinator  
Nassau County Board of County Commissioners  
Post Office Box 1010  
Fernandina Beach, Florida 32034

REC'D  
COUNTY COORDINATOR'S  
OFFICE  
98 APR 16 PM 12: 51

Dear Mr. Gossett:

Enclosed for your records is a copy of the executed Modification #1 to the Statewide Catastrophic Disaster Response and Recovery Mutual Aid Agreement, between Nassau County and the State of Florida, Division of Emergency Management. Nassau County's participation in the Mutual Aid Agreement will further enhance Florida's ability to plan for, respond to, and recover from a future disaster. This type of team building effort to achieve a comprehensive emergency management program is greatly appreciated.

The listing of all approved jurisdictions participating in the Statewide Mutual Aid Agreement is available, if you would like to receive a copy, please call Janice Jones at (850) 413-9974 and one will be sent to you. Thank you for your prompt attention to this agreement.

Sincerely,

Joseph F. Myers, Director  
Division of Emergency Management

JFM:jjw

Enclosure

cc: Robert L. Kotsis

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.state.fl.us/comaff/dca.html>

FLORIDA KEYS  
Area of Critical State Concern Field Office  
2796 Overseas Highway, Suite 212  
Marathon, Florida 33050-2227

GREEN SWAMP  
Area of Critical State Concern Field Office  
155 East Summerlin  
Bartow, Florida 33830-4641

SOUTH FLORIDA RECOVERY OFFICE  
P.O. Box 4022  
8600 N.W. 36th Street  
Miami, Florida 33159-4022