



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 11, 2001

2001 JUN 18 PM 4:28
NASSAU COUNTY
EMERGENCY MANAGEMENT

Ms. Patricia S. Tiedeman, Interim Director
Nassau County
11 N. 14th Street, Suite 12
Fernandina Beach, Florida 32034

Dear Ms. Tiedeman:

Enclosed for your records is a copy of the executed July 31, 2000 Statewide Mutual Aid Agreement between Nassau County and the State of Florida, Department of Community Affairs. 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. 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

JFM:ba

Enclosure

* Per Barbara Andrews (DEM)
State kept the original signature
sheet. 6/19/01 P.F.

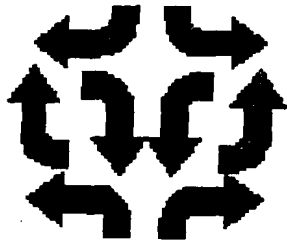
2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

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



July 31, 2000

NASSAU COUNTY
EMERGENCY MANAGEMENT

2000 SEP 30 AM 11:11

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:

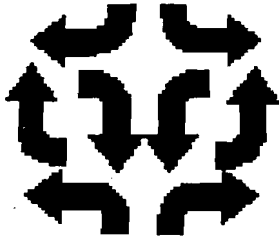
A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

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.

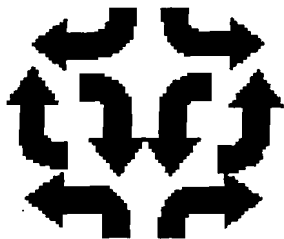
B. The "Participating Parties" to this Agreement are the Department and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

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.

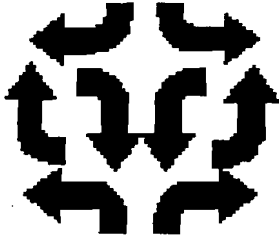
H. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Fla. Stat. (1999).

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).

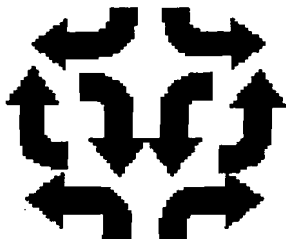
N. A "local government" is any educational district and any entity that is a "local governmental entity" within the meaning of § 11.45(1)(d), Fla. Stat. (1999).

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



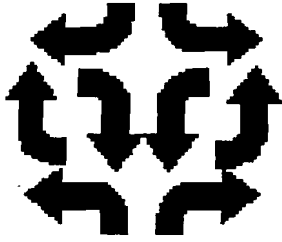
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of the Requesting Party; unless the State Emergency Operations Center has been activated in response to the disaster for which assistance is requested.

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



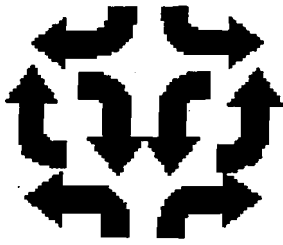
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of the Requesting Party; unless the State Emergency Operations Center has been activated in response to the disaster for which assistance is requested.

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.

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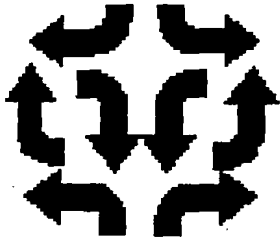


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accordance with the Comprehensive Emergency Management Plan.

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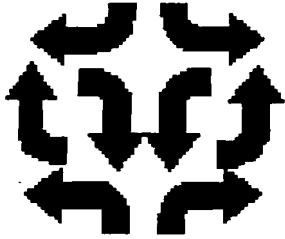
G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

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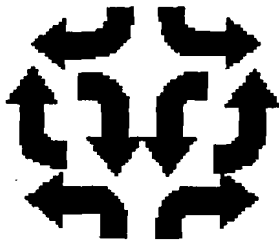
C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

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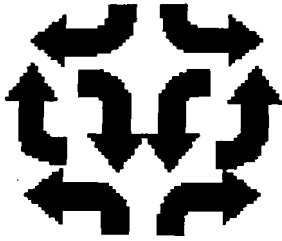
be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

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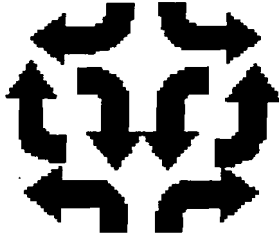
B. An Assisting Party shall bill the Department or other Requesting Party as soon as practicable, but not later than thirty (30) days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for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



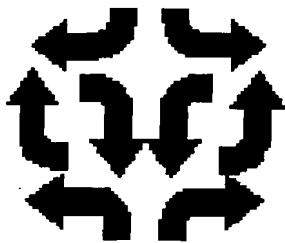
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other Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

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.

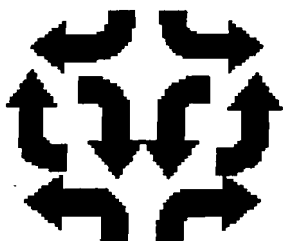


July 31, 2000

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.

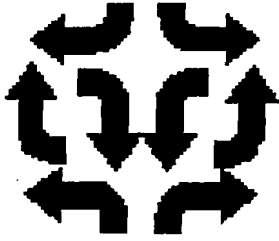
B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other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



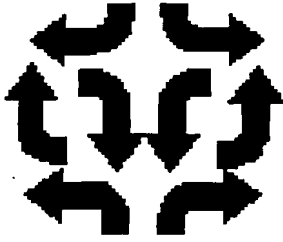
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D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of the Federal Emergency Management Agency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

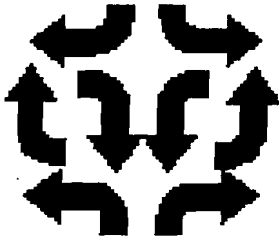
E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

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.

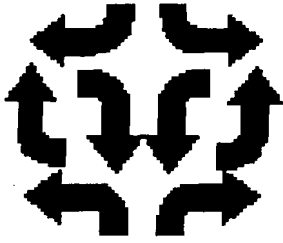
B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for a proper preaudit and post audit thereof. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with applicable requirements for the 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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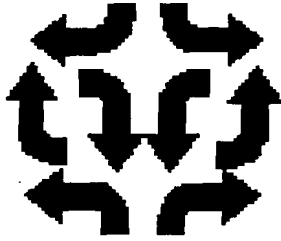
purpose of this Section, any such communication may be sent by the U.S. Mail, may be sent by the InterNet, or may be faxed.

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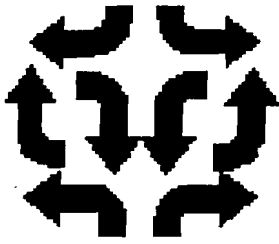
D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

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



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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

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PREPAREDNESS & RESPONSE

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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: [Signature]
Director

Date: 6/11/2001

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY
STATE OF FLORIDA

By: [Signature]

Deputy Clerk

J. M. "Chip" Oxley, Jr.

Ex-Officio Clerk

By: [Signature]

Chairman

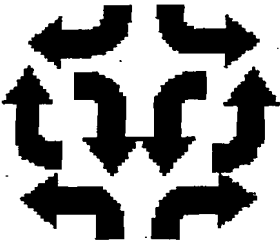
Date: December 11, 2000

Approved as to Form:

By: [Signature]

County Attorney

BA



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

FORM A

Date: December 18, 2000

Name of Government: Nassau County Emergency Management

Mailing Address: 11 N 14th Street, Suite 12

City, State, Zip: Fernandina Beach, FL 32034

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative

Name: Patricia S. Tiedeman

Title: EM Coordinator / Interim Director

Address: 2413 1st Ave Apt A-5 Fernandina Beach, FL 32034

Day Phone: (904) 321-5732 Night Phone: (904) 277-8735

Telecopier: (904) 491-3628 InterNet: ncem@fdn.com

First Alternate Representative

Name: Walter Gossett

Title: County Coordinator

Address: 3163 Bailey Road Fernandina Beach, FL 32034

Day Phone: (904) 321-5732 Night Phone: (904) 277-4837

Telecopier: (904) 321-5784 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

FACT**CERTIFICATE OF COVERAGE**

Date: 4/17/01

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 COVERAGE AGREEMENT LISTED BELOW.

MEMBER COUNTY:

- NASSAU COUNTY
- ATTN: LEW EASON
- P.O. BOX 1010, 3163 BAILEY ROAD
- FERNANDINA BEACH, FL 32034

ENTITY AFFORDING COVERAGE:

Florida Association of Counties Trust (FACT)
2367 Centerville Rd., Box 15589
Tallahassee, FL 32301

Coverage Agreement Period
From: 10/1/00
To: 10/1/01

Coverage Agreement Number

FAC2204

This is to certify that the Coverage Agreement listed above has been issued to the FACT Member above for the coverage period indicated and that the Coverage Agreement was issued with the Coverage Parts and at the limits indicated below. Absence of an entry opposite a Coverage Part means that Coverage Part and the Coverages thereunder are not provided. 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 coverage afforded by the coverage agreement described herein is subject to all the terms, exclusions, and conditions of such Coverage Agreement. The limits shown herein may have been reduced by payment of claims.

COVERAGES**LIMITS**

<input checked="" type="checkbox"/> Public Agency Multi-Class Coverage Part	Coverage A, "Bodily Injury" Liability; Coverage B, "Property Damage" Liability; Coverage C, "Personal Injury" and "Advertising Injury" Liability; Coverage F, "Errors or Omissions" Liability; and Coverage G, Civil Rights Liability	Coverage Part Aggregate: General Liability Per Occurrence: "Florida Liability" Per Occurrence: "Florida Liability" Per Person: Fire Damage Per Occurrence:	\$ 3,000,000 \$ 1,000,000 \$ 200,000 \$ 100,000 \$ 50,000
<input checked="" type="checkbox"/> "Designated Wrongful Employment Practices" Coverage Part	Coverage H, "Designated Wrongful Employment Practices" Liability	Coverage Part Aggregate: "Designated Wrongful Employment Practices" Liability Per Occurrence: "Florida Liability" Per Occurrence: "Florida Liability" Per Person:	\$ 1,000,000 \$ 1,000,000 \$ 200,000 \$ 100,000
<input checked="" type="checkbox"/> "Employee Benefits Errors or Omissions" Coverage Part	Coverage J, "Employee Benefits Errors or Omissions" Liability	Coverage Part Aggregate: "Employee Benefits Errors or Omissions" Liability Per Occurrence: "Florida Liability" Per Occurrence: "Florida Liability" Per Person:	\$ 1,000,000 \$ 1,000,000 \$ 200,000 \$ 100,000
<input type="checkbox"/> Auto Coverage Part	Auto Liability, including Owned, Non-Owned and Hired Autos as indicated on the Schedule of Covered "Autos"	Auto Liability Per Occurrence: "Florida Liability" Per Occurrence: "Florida Liability" Per Person:	\$ \$ \$

Description of Operations/Locations/Vehicles/Special Items:

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED PER END FACT 174212 REGARDING AN AFICIO COPIER SERIAL # 5316200922 LEASED TO NASSAU COUNTY EMERGENCY MANAGEMENT.

CERTIFICATE HOLDER: KANSAS STATE BANK and/or its ASSIGNS ATTN: LEASE DEPARTMENT 1010 WESTLOOP MANHATTAN, KS 66502	CANCELLATION: Should any of the above described coverage agreements be canceled before the expiration date thereof, FACT will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon FACT, its agents or representatives. Authorized Representative: FACT Risk Services Corporation by: RECEIVED
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April 11, 2001

Nassau County Board of County Commissioners Emergency Management
Attn: Lew Eason
3163 Bailey Road
Fernandina Beach, FL 32034

Re: Nassau County Board of County Commissioners
11 N. 14th, Suite 12
Fernandina Beach, FL 32034

Dear Mr. Eason:

Dated as of April 9, 2001, the Nassau County Board of County Commissioners Emergency Management has entered into a Lease With Option to Purchase Agreement with Kansas State Bank for a New Aficio Copier Serial # 5316200922. Nassau County Board of County Commissioners is required to provide proof of insurance to Kansas State Bank on the leased equipment. Please forward a certificate of insurance, referencing the leased equipment and noting Kansas State Bank as ADDITIONAL INSURED and LOSS PAYEE to:

KANSAS STATE BANK and/or its ASSIGNS
ATTN: LEASE DEPARTMENT
1010 WESTLOOP
MANHATTAN, KS 66502

If you have any questions regarding this matter, please feel free to contact me at (785)587-4000.

This matter needs to be taken care of as soon as possible. We appreciate your help.

Thank You,

KANSAS STATE BANK

Sue Mountford
Lease Assistant

RECEIVED

APR 16 2001

RISK MGMT. OFFICE

FACT	CERTIFICATE OF COVERAGE	Date: 04-10-01
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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 COVERAGE AGREEMENT LISTED BELOW.

MEMBER COUNTY: • NASSAU COUNTY • C/O LEW EASON • P.O. BOX 1010 • Fernandina Beach, FL 32034		ENTITY AFFORDING COVERAGE: Florida Association of Counties Trust (FACT) 2367 Centerville Rd., Box 15589 Tallahassee, FL 32301	
Coverage Agreement Period From: 10-01-00 To: 10-01-01		Coverage Agreement Number FAC2204	

RECEIVED
APR 15 2001
JOHN T. FERREIRA INC

This is to certify that the Coverage Agreement listed above has been issued to the FACT Member above for the coverage period indicated and that the Coverage Agreement was issued with the Coverage Parts and at the limits indicated below. Absence of an entry opposite a Coverage Part means that Coverage Part and the Coverages thereunder are not provided. 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 coverage afforded by the coverage agreement described herein is subject to all the terms, exclusions, and conditions of such Coverage Agreement. The limits shown herein may have been reduced by payment of claims.

COVERAGES	LIMITS
-----------	--------

<input checked="" type="checkbox"/> Public Agency Multi-Class Coverage Part		
Coverage A, "Bodily Injury" Liability; Coverage B, "Property Damage" Liability; Coverage C, "Personal Injury" and "Advertising Injury" Liability; Coverage F, "Errors or Omissions" Liability; and Coverage G, Civil Rights Liability	Coverage Part Aggregate: General Liability Per Occurrence: "Florida Liability" Per Occurrence: "Florida Liability" Per Person: Fire Damage Per Occurrence:	\$ 3,000,000 \$ 1,000,000 \$ 200,000 \$ 100,000 \$ 50,000

<input checked="" type="checkbox"/> "Designated Wrongful Employment Practices" Coverage Part		
Coverage H, "Designated Wrongful Employment Practices" Liability	Coverage Part Aggregate: "Designated Wrongful Employment Practices" Liability Per Occurrence: "Florida Liability" Per Occurrence: "Florida Liability" Per Person:	\$ 1,000,000 \$ 1,000,000 \$ 200,000 \$ 100,000

<input checked="" type="checkbox"/> "Employee Benefits Errors or Omissions" Coverage Part		
Coverage J, "Employee Benefits Errors or Omissions" Liability	Coverage Part Aggregate: "Employee Benefits Errors or Omissions" Liability Per Occurrence: "Florida Liability" Per Occurrence: "Florida Liability" Per Person:	\$ 1,000,000 \$ 1,000,000 \$ 200,000 \$ 100,000

<input type="checkbox"/> Auto Coverage Part		
Auto Liability, including Owned, Non-Owned and Hired Autos as indicated on the Schedule of Covered "Autos"	Auto Liability Per Occurrence: "Florida Liability" Per Occurrence: "Florida Liability" Per Person:	\$ \$ \$

Description of Operations/Locations/Vehicles/Special Items: **SHERIFF'S OPERATIONS EXCLUDED. \$5,000 ded. applies.**
 With respect to Statewide Mutual Aid for response to catastrophic disaster recovery operation

CERTIFICATE HOLDER DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF EMERGENCY MANAGEMENT 2555 Shumard Oaks Blvd. Tallahassee, FL 32399-2100	CANCELLATION Should any of the above described coverage agreements be canceled before the expiration date thereof, FACT will endeavor to mail <u>30</u> days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon FACT, its agents or representatives. Authorized Representative: FACT Risk Services Corporation by: <i>Bliss Mcknight</i>
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NASSAU COUNTY
EMERGENCY MANAGEMENT
2000 DEC 19 PM 1:21

Extension 2001 calendars to Board Members and to present summary of Nassau County Cooperative Extension Service programs during 2000.

Upon the request and recommendation of the Interim Emergency Management Director, it was moved by Commissioner Marshall, seconded by Commissioner Howard, and unanimously carried to approve and to authorize the Chairman to sign the new Statewide Mutual Aid Agreement.

Mr. D'Amato, Public Works Director, presented a report on the Nassau County road projects in the Five-Year Work Program and stated that the Griffin Road project has the potential of receiving up to \$900,000 from the Florida Department of Transportation (FDOT), and the 14th Street project would receive approximately \$200,000.

Upon the request and recommendation of the Public Works Director, it was moved by Commissioner Howard and seconded by Commissioner Vanzant to approve the addition of \$3,000 to the Planning and Zoning Department budget to cover the unbudgeted expenses of two additional Planning and Zoning Board members, with funds to be expended from the Municipal Service Fund-Reserve for Contingencies. The motion carried 4-1 with Commissioner Marshall voting no.

Upon the request and recommendation of the Public Works Director, it was moved by Commissioner Marshall,



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

Form B

Date: _____

Name of Requesting Party: _____

Contact Official for Requesting Party:

Name: _____

Telephone: _____

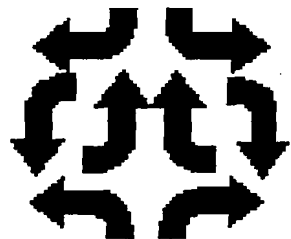
InterNet: _____

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: _____

5. Description of Infrastructure: _____

6. Description of Staging Facilities: _____

7. Description of Telecommunications Resources: _____

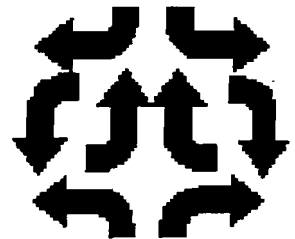
8. Time, Place and Date to Deliver Resources: _____

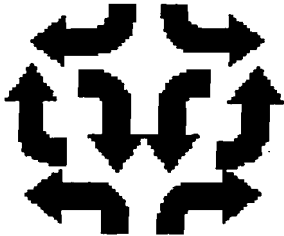
9. Names of Supervisors for Requesting Party: _____

STATEWIDE MUTUAL AID AGREEMENT

Form B

July 31, 2000





July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

Form C

Date: _____

Name of Assisting Party: _____

Contact Official for Assisting Party:

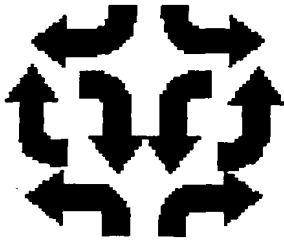
Name: _____

Telephone: _____

InterNet: _____

1. Description of Resources : _____

2. Estimated Time Resources Available: _____



July 31, 2000

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