

FLORIDA RECOVERY PARTNERSHIPS

Are you interested in having an emergency "disaster" partner from another part of the state?

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If you are interested in being part of this program, look at the map and see what geographic area might be a safe place to "partner" with and indicate that on your sign-up sheet. It is FCCMA's desire to have this program ready for the upcoming hurricane season. Please fill out the form below and someone from FCCMA will contact you soon after the conference.

Name:

Government Affiliation:

Address:

City:

Zip Code:

Phone #:

Cell Phone #:

Home Phone #:

e-mail address:

Back-up Key Staff Person:

Back-up Person's Phone #:

Back-Up's Home Phone #:

Back-up Person's Cell #:

Back-up Person's e-mail:

GEOGRAPHIC AREA/CITY/COUNTY OF INTEREST AS A PARTNER:

Comments and/or suggestions:



Memorandum

From: William R. Whitson, Assistant City Manager

To: Kenneth W. Parker, City Manager

Date: August 17, 2006

Subject: Hurricane Partners Programs

As you know, we have been talking with City Council, staff and other colleagues around the State of Florida about the importance of advance preparation regarding Emergency Management issues.

The Florida City/County Management Association (FCCMA) has initiated an effort to pair communities around the State who have an interest in partnering in advance to better plan for emergencies. This Program is especially targeted and oriented towards Hurricane preparation, but, could include other events as well. We discussed the advantage of partnering with a geographically divergent set of cities so as to maximize the potential that at least one of the partners would be unaffected in an emergency event and be able to assist the other partners. Panama City & Naples have both agreed to enter an agreement with Port Orange to support such an effort. The agreement being suggested is already allowed and provided for under the State of Florida mutual aid agreement system. The agreement being suggested is not a substitute or alternate method of working around the existing County, State or Federal emergency response system. Rather it is an excellent way for our community to "augment" and supplement our ability to secure emergency assistance should we outstrip our available resources. One key advantage of course is that this agreement would allow us the opportunity to advance plan such assistance with other organizations who also deliver municipal services. Items like having the right voltage settings on generators, payroll and billing systems, radio equipment, public safety and utility vehicles and other staff resources similar in nature are important to arrange in an emergency event. Having advanced plans and staff contact discussions will help facilitate our recovery response should the need arise. Such a partnership is a natural progression from the concepts we have talked about in emergency management and a step forward from our experience in South Mississippi.

Page Two
Emergency Management
August 17, 2006

In closing, I have worked closely with the City Attorney's Office and the Cities of Panama City and Naples in the drafting and approval of the attached resolution and inter-local agreement. Panama City has already adopted the document. Naples will be adopting the agreement shortly. Please let me know if you have any additional questions?

London Tracy

From: Ron Stock [ron.stock@leesburgflorida.gov]
Sent: Wednesday, April 12, 2006 5:06 PM
To: Lynn Lovallo
Cc: Whitson William; Jay Evans; Edward Smyth; Paul Kalv
Subject: RE: FCCMA-Hurricane Partners Program (Follow-up)

Would Key West or Homestead be available? Each of these cities have municipal electric utilities, as we have, and would appear to be a good fit for us. We would also be willing to work with a second city in the Panhandle, if you would have a suggestion.

-----Original Message-----

From: Whitson William [mailto:wwhitson@port-orange.org]
Sent: Wednesday, April 12, 2006 11:13 AM
To: Mary Ann Courson@debary.org; bhaddock@ci.oldsmar.fl.us; sstanton@largo.com; Edward Smyth; Ron Stock; mgustafson@pinellas-park.com
Cc: Parker, Ken; froberts@cityofnsb.com; frobert@cityofnsb.com; Ken.Hammons@cityofpanamacity.com; jeff.brown@cityofpanamacity.com; Bob Lee; bmoss@cityofmarcoisland.com; citymanager@melbourneflorida.org; citymanager@stpetebeach.org; citymgr@gtcom.net; ebanks@myquincy.net; ekellar@icma.org; emitchell@wpb.org; feldml@palmbayflorida.org; harnessc@hillsboroughcounty.org; lewisj@palmbayflorida.org; Lipscombbw@ci.gainesville.fl.us; LLovallo@fcities.com; lombardi@pinecrest-fl.gov; ltipton@flcities.com; rkelton@ci.palm-coast.fl.us; slewis@cityofnsb.com; tlondon@port-orange.org
Subject: FCCMA-Hurricane Partners Program (Follow-up)

Dear Fellow Managers:

Hello!

Last Year FCCMA initiated an effort to have communities around the State adopt Hurricane Partners. The Program is described more fully on our web site- www.fccma.org. It is not to take the place of our excellent Emergency Management System we have here in Florida, our efforts are designed to "augment" and supplement our system as needed by our fellow FCCMA member governments. We have already seen the system begin to work in 2005.

You all have been identified by FCCMA staff as having signed up at some point and indicated an interest in being part of this effort. To be fully part of the Program you will need to specifically identify a community you want to work with. It is recommended that the partner community be in a different part of the State so they can assist you if need be in an emergency or if vice versa. For example, New Smyrna Beach is working with Gulf Breeze & Marco Island. Port Orange is in the process of working to establish a relationship with Panama City & Naples. As you can see, it would take a very strange event (or series of events) to place these partners in a situation they could not assist one another.

Thanks to you, we are off to a good start in developing this new program. However, we are in need of your support and assistance. I would like to ask that you all work with Lynn Lovallo and our FCCMA membership to identify a partner community that best suits your needs **prior to May 25th** when we meet for the annual FCCMA Conference in Panama City. This will allow us to discuss the Program further and initiate even stronger partnerships to be established across our State. Once you have identified a partner, please provide that contact information back to Lynn at the FCCMA Office in Tallahassee. The form is located on our web site.

In closing, should you have any questions, please feel free to contact me or Lynn Lovallo at FCCMA.

Sincerely,

8/16/2006

William R. Whitson,
Assistant City Manager
Port Orange, Fl.
FCCMA-President

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of Port Orange officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The views expressed in this message may not necessarily reflect those of the City of Port Orange. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

FLORIDA RECOVERY PARTNERSHIPS

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If you are interested in being part of this program, look at the map and see what geographic area might be a safe place to "partner" with and indicate that on your sign-up sheet. It is FCCMA's desire to have this program ready for the upcoming hurricane season. Please fill out the form below and someone from FCCMA will contact you soon after the conference.

Name: William R. Whitson, Assistant City Manager

Government Affiliation: City of Port Orange

Address: 1000 City Center Circle

City: Port Orange, FL **Zip Code:** 32129

Phone #: 386-506-5501

Cell Phone #: 386-527-6950

Home Phone #: 386-304-8374

e-mail address: wwhitson@port-orange.org

Back-up Key Staff Person: John Carleton, Emergency Management Coordinator

Back-up Person's Phone #: 386-506-5901
386-756-5284

Back-Up's Home Phone #: 386-761-2038

Back-up Person's Cell #: 386-527-6832

Back-up Person's e-mail: jcarleton@port-orange.org

GEOGRAPHIC AREA/CITY/COUNTY OF INTEREST AS A PARTNER:
Panama City and Naples

Comments and/or suggestions:

RESOLUTION NO. 06-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITIES OF PORT ORANGE, NAPLES AND PANAMA CITY; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE CITY OF PORT ORANGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cities of Port Orange, Naples and Panama City have mutually agreed to pre-plan and coordinate and support each other in the event of a large scale natural disaster; and

WHEREAS, the governing bodies of Port Orange, Naples & Panama City by mutual consent have agreed that forming such a cooperative effort is in the best interest of their community and public safety.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange hereby approve the Interlocal Agreement with Naples and Panama City, attached hereto as Exhibit 1 and made a part hereof.

Section 2. The Mayor and City Manager are hereby authorized to execute said interlocal agreement on behalf of the City of Port Orange.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Kenneth W. Parker, City Manager

Adopted this day of

Reviewed and Approved: _____
City Attorney

C:\Legal\RES\ia naples panama city copo disaster.wpd

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, by and between the cities of Port Orange, Panama City, and Naples, Florida municipal corporations organized and existing under the laws of the State of Florida, hereinafter also collectively referred to as "Participating Cities".

WITNESSETH:

WHEREAS, the Participating Cities to this agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969 (Sec. 163.01, Florida Statutes) to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts for herein in the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the Participating Cities may exercise their respective powers, privileges and authority which they may separately, but which pursuant to this Interlocal Agreement and Cooperation Act may exercise collectively; and

WHEREAS, the Participating Cities are subject to the impact of various natural disasters including hurricanes, tornados, wild fires and other natural disasters; and

WHEREAS, the Participating Cities are signatory parties to the Florida State wide mutual-aid system (see attachment A); and

WHEREAS, the Participating Cities have mutually agreed to pre-plan and coordinate and support each other in the event of a large scale natural disaster; and

WHEREAS, the governing bodies of the Participating Cities by mutual consent have agreed that forming such a cooperative effort is in the best interest of their community; and

WHEREAS, the City Managers of the Participating Cities have agreed to initiate pre-planning and advance coordination activities in preparation for various natural disasters as part of the Florida City/County Management Association (FCCMA) Hurricane Partners Program; and

WHEREAS, the City Managers are vested with the authority to implement this agreement in conformance with the state-wide mutual aid agreement and the efforts of the International City/County Management Association (ICMA) & FCCMA Programs to pre-identify and coordinate local government resources.

WHEREAS, entering into this Interlocal Agreement is in the best interests of the citizens of the Participating Cities, as it will benefit the health, safety and welfare of said

citizens.

WHEREAS, in consideration of the premises, mutual covenants, provisions and representations contained herein, the parties hereto agree as follows:

1. The Participating Cities agree to mutually cooperate for the purposes of pre-disaster planning using the tools, programs and resources of the ICMA & FCCMA.

2. The Participating Cities agree to mutually cooperate to coordinate pre-disaster planning in conformance with the state-wide mutual aid agreement (attachment A) which shall serve as a model process for implementing the disaster response if requested by any signatory to this agreement.

3. The Participating Cities hereby agree to provide resources in response to a natural disaster based on; the declaration of disaster for that community, the subsequent request of the City Manager in the affected City, and ability of the city to provided the requested assistance.

4. The allocation of resources to another Participating City in the event of a declaration of disaster shall be subject to the approval by the governing body of that City.

5. This Interlocal Agreement shall become effective upon being filed with the Clerk of the Circuit Court, Volusia County, Florida. This Interlocal Agreement shall remain in effect for four (4) years and shall expire November 30, 2010, unless renewed by the Participating Cities upon formal action of their respective governing bodies.

6. Otherwise, any Party may terminate this Interlocal Agreement upon one hundred eighty (180) days written notice.

7. This Interlocal Agreement may be amended by mutual written agreement of the parties. Any amendments to this Interlocal Agreement shall be effective upon being filed with the Clerk of the Circuit Court of Volusia County, Florida.

8 Any dispute as to the terms of this Interlocal Agreement shall be resolved by the City Manager of each of the Participating Cities.

9 Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall inure to the other party from such performance or lack of performance.

10. The City Manager of each Participating City is hereby authorized and directed after approval of this Interlocal Agreement by the respective governing bodies and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of the Circuit Court of Volusia County, Florida.

11. No covenant, stipulation, obligation or agreement contained herein shall be

deemed to be a covenant, stipulation or agreement of any present or future member of the governing body or agent or employee of any Participating City in its, his, her or their individual capacity, and neither the members of the governing body shall be liable personally or shall be subject to any accountability for reasons of the execution by a Participating City of this Interlocal Agreement.

12. If any one or more of the covenants, agreements or provision of this Interlocal Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Interlocal Agreement.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

**Interlocal Agreement, Pre-Disaster Planning and Response
Signatory Page**

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned has entered into this Interlocal Agreement on the date and year first written.

CITY OF PORT ORANGE, a Florida
municipal corporation

By: _____
Allen Green, Mayor

Attest: _____
Kenneth W. Parker, City Manager

**Interlocal Agreement, Pre-Disaster Planning and Response
Signatory Page**

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned has entered into this Interlocal Agreement on the date and year first written.

PARTICIPATING CITY
_____, a Florida
Municipal Corporation

By: _____

Attest: _____

Interlocal Agreement, Pre-Disaster Planning – Signatory Page

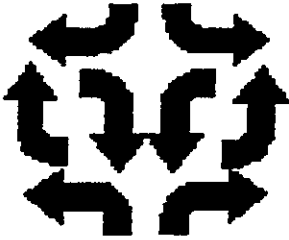
IN WITNESS WHEREOF, the parties hereto, by and through the undersigned has entered into this Interlocal Agreement on the date and year first written.

PARTICIPATING CITY

_____, a Florida
Municipal Corporation

By: _____

Attest: _____



July 31, 2000

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:

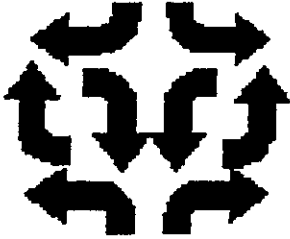
A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

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.

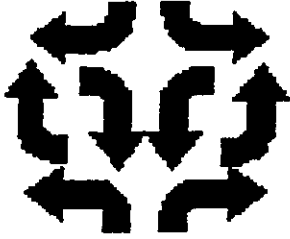
H. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Fla. Stat. (1999).

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).

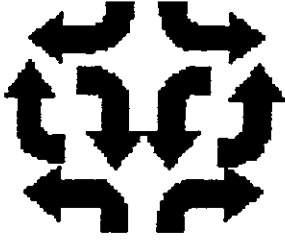
N. A "local government" is any educational district and any entity that is a "local governmental entity" within the meaning of § 11.45(1)(d), Fla. Stat. (1999).

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



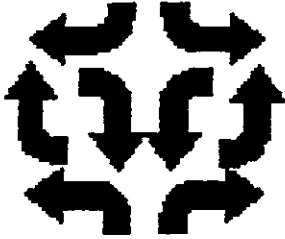
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of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the disaster for which assistance is requested.

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-



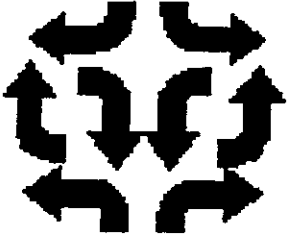
July 31, 2000

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.

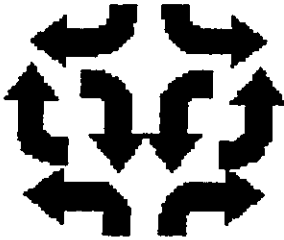


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ARTICLE VIII. Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

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.

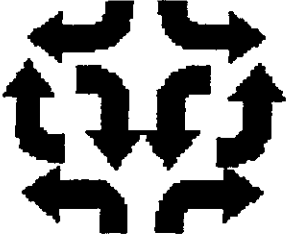
B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other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



July 31, 2000

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.



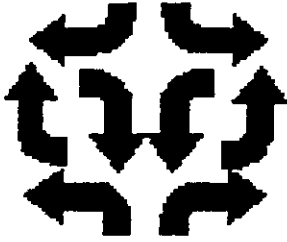
July 31, 2000

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.

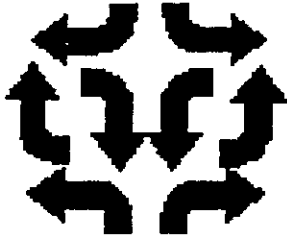
B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for a proper preaudit and post audit thereof. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with applicable requirements for the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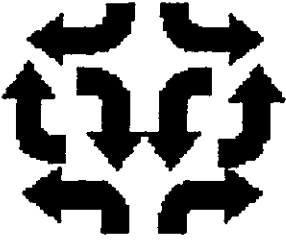
purpose of this Section, any such communication may be sent by the U.S. Mail, may be sent by the InterNet, or may be faxed.

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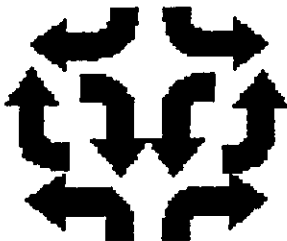
D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

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

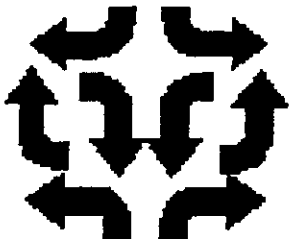
Agreement are not independent, but dependent.

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.



July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF COMMUNITY AFFAIRS
STATE OF FLORIDA

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

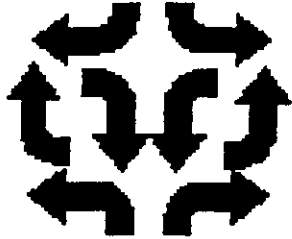
Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney



July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF COMMUNITY AFFAIRS
STATE OF FLORIDA

By: _____
Director

Date: _____

_____ DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

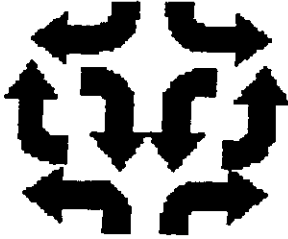
Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

FORM A

Date: May 1, 2001

Name of Government: City of Port Orange

Mailing Address: 1000 City Center Blvd.

City, State, Zip: Port Orange, Florida 32119

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative

Name: Michael L. Ertz

Title: Fire Chief

Address: 1090 City Center Blvd. Port Orange, Florida 32119

Day Phone: 386-756-5401 Night Phone: 386-756-5333

Telecopier: 386-756-5405 InterNet: Chiefe@port-orange.org

First Alternate Representative

Name: John Carleton

Title: Emergency Management Officer

Address: 1090 City Center Blvd. Port Orange, FL 32119

Day Phone: 386-756-5284 Night Phone: 386-756-5333

Telecopier: 386-756-5405 InterNet: jcarleton@port-orange.org

Second Alternate Representative

Name: Kenneth W. Parker

Title: City Manager

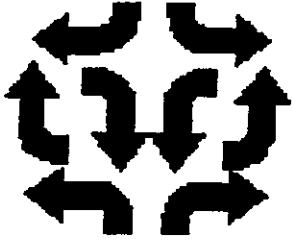
Address: 1000 City Center Circle Port Orange, Florida 32119

Day Phone: 386-756-5201 Night Phone: 386-756-5333

Telecopier: 386-756-5208 InterNet: kparker@port-orange.org

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

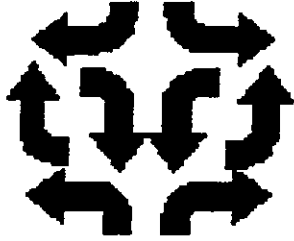
Form B

4. Types of Resources Needed: _____

5. Description of Infrastructure: _____

6. Description of Staging Facilities: _____

7. Description of Telecommunications Resources: _____



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

Form B

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

9. Names of Supervisors for Requesting Party: _____



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

Form C

Date: _____

Name of Assisting Party: _____

Contact Official for Assisting Party:

Name: _____

Telephone: _____

InterNet: _____

1. Description of Resources : _____

2. Estimated Time Resources Available: _____



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

Form C

3. Estimated Time and Date to Deliver Resources: _____

4. Description of Telecommunications Resources: _____

5. Names of Supervisors for Assisting Party:

RESOLUTION NO. 01-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A STATEWIDE MUTUAL AID AGREEMENT; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE STATEWIDE MUTUAL AID AGREEMENT ON BEHALF OF THE CITY OF PORT ORANGE; DIRECTING THE CITY MANAGER TO SEND A COPY OF SAID AGREEMENT TO THE DIVISION OF EMERGENCY MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes (1999), the Florida Interlocal Cooperation Act of 1969, authorizes local governments and agencies to cooperate with each other on a basis of mutual advantage; and

WHEREAS, Section 252.40, Florida Statutes (1999), authorizes political subdivisions of the state 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, the 1994 Statewide Mutual Aid Agreement has been revised due to lessons learned since the original agreement; and

WHEREAS, the City Council of the City of Port Orange has determined that it is of benefit to and in the common interest of the citizens of Port Orange to enter into the new Statewide Mutual Aid Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Statewide Mutual Aid Agreement, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor and City Manager are hereby authorized to execute the Statewide Mutual Aid Agreement on behalf of the City of Port Orange.

Section 3. The City Manager is hereby directed to send a copy of said agreement to the Division of Emergency Management of the Florida Department of Community Affairs.

original agmt

RESOLUTION NO. 94-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A STATEWIDE MUTUAL AID AGREEMENT FOR CATASTROPHIC DISASTER RESPONSE AND RECOVERY; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE STATEWIDE MUTUAL AID AGREEMENT ON BEHALF OF THE CITY OF PORT ORANGE; DIRECTING THE CITY MANAGER TO SEND A COPY OF SAID AGREEMENT TO THE DIVISION OF EMERGENCY MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes ¹⁹⁹⁹ (~~1993~~), the Florida Interlocal Cooperation Act of 1969, authorizes local governments and agencies to cooperate with each other on a basis of mutual advantage; and

WHEREAS, Section 252.40, Florida Statutes ¹⁹⁹⁹ (~~1993~~), authorizes political subdivisions of the state 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, the City Council of the City of Port Orange has determined that it is of benefit to and in the common interest of the citizens of Port Orange to enter into a Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor and City Manager are hereby authorized to execute the Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery on behalf of the City of Port Orange.

Section 3. The City Manager is hereby directed to send a copy of said agreement to the Division of Emergency Management of the Florida Department of Community Affairs.


Section 4. This resolution shall become effective immediately upon adoption.


MAYOR JAMES E. WARD

ATTEST:


Kenneth W. Parker, City Manager

Adopted on the ~~28th day of June, 1994~~

Reviewed and Approved: 
City Attorney