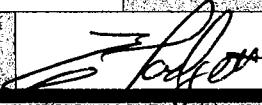


**MANATEE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

STATE/EG#	Statewide Mutual Aid Agreement	TYPE AGENDA ITEM	Consent
DATE REQUESTED	January 23, 2001	DATE SUBMITTED/REVISED	December 22, 2000
BRIEFINGS?/WHO?	None	CONSEQUENCES IF DEFERRED	None
DEPARTMENT/DIVISION	Public Safety Emergency Management	AUTHORIZED BY TITLE	Karen Windon Director
CONTACT PERSON TELEPHONE/EXTENSION	Laurie Feagans 3551	PRESENTER/TITLE TELEPHONE/EXTENSION	Karen Windon/Director 3559

**ADMINISTRATIVE APPROVAL**



**ACTION DESIRED**

INDICATE WHETHER "REPORT" or "DISCUSSION," "FORM OF MOTION," or "OTHER ACTION REQUIRED."

**Adoption of Resolution R-01-11 authorizing the execution of the Statewide Mutual Aid Agreement.**

**ENABLING/REGULATING AUTHORITY**

(Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

Florida Statute, Chapter 252.371, 252.373, Section 3, paragraph 2d, and 252.38, Emergency Management.  
Manatee County Comp Plan, Section 2 - Purpose: Page 1- 11, Protect the public health, safety and welfare.

**BACKGROUND/DISCUSSION**

- ▶ **The Statewide Mutual Aid Agreement is a product of recommendations made by the Lewis Commission in the aftermath of Hurricane Andrew.**
- ▶ **The Lewis Commission was a Legislative Committee formed by the Governor to examine statewide response procedure improvements and make recommendations.**
- ▶ **The Emergency Management, Preparedness and Assistance Trust Fund was adopted by the Florida Legislature and signed by the Governor in May of 1993 as an amendment to F. S. 252, which stipulates, "Preferential funding to provide incentives to counties and municipalities to participate in mutual aid agreement" (F. S. 252.373, Section 3, Paragraph 2d).**
- ▶ **The objective of the agreement is to allow for a more coordinated, rapid and effective statewide response to disasters.**
- ▶ **This supercedes the prior agreement executed November 15, 1994.**

**HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED ?** Indicate "NO" or "YES" @ right.

If "NO," proceed to 1) below, and if "YES," proceed to 2) below.

Yes

1) IF "NO" TO ABOVE

A) Please explain below. (See also, following section 1B) re: contract agreement, lease, etc.)

B) If a contract, agreement, lease, or other document was previously approved, state year of last use, at right:

1994

**APPROVED IN OPEN SESSION**

**JAN 23 2001**

**BOARD OF COUNTY COMMISSIONERS**

**MANATEE COUNTY, FLORIDA**

2) IF "YES" TO FIRST QUESTION IN THIS SECTION:

A) Has entire matter, or only a portion, been reviewed? If only a portion, which portion?

Entire Matter

B) Have all comments/suggestions raised by County Attorney been addressed/incorporated, if not please explain. A copy of final County Attorney memo re: this matter **MUST BE ATTACHED** (If comments were verbal, so indicate.)

Yes

ATTACHMENTS (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS	
Resolution R-01-11 Ltr. Joseph Myers, September 13, 2000 1 original contract document Memorandum - William C. Henry, November 8, 2000		✓ Return original contract document along with signed resolution to Emergency Management.	
COST	No cost	SOURCE (ACCT# & NAME)	Not applicable
COMMENTS	None	AMT /REQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)	None



RECORDED \_\_\_\_\_  
PAGE NO. \_\_\_\_\_  
MINUTE BOOK NO. \_\_\_\_\_

STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**

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

JEB BUSH  
Governor

STEVEN M. SEIBERT  
Secretary

September 13, 2000

RECEIVED

SEP 18 2000

DEPT OF PUBLIC SAFETY

MEMORANDUM

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

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

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

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

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

CRITICAL STATE CONCERN FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, FL 33050-2227  
(1075) 289-2402

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

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9009

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

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

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

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

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

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

All Political Subdivisions  
September 13, 2000  
Page Three

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

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

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

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

JFM:jj

Attachments