



NASSAU COUNTY
EMERGENCY MANAGEMENT

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

Mr. Troy L. Pitts, Chairman
Amelia Island Mosquito Control District
Post Office Box 62
Fernandina Beach, Florida 32035-0062

Dear Mr. Pitts:

Enclosed for your records is a copy of the executed July 31, 2000 Statewide Mutual Aid Agreement between Amelia Island Mosquito Control District and the State of Florida, Department of Community Affairs. Amelia Island Mosquito Control District'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

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

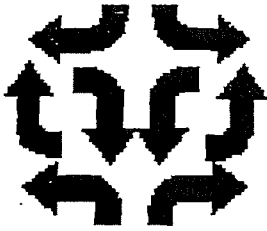
2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

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

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

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

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



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:

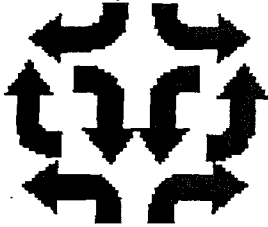
A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

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.

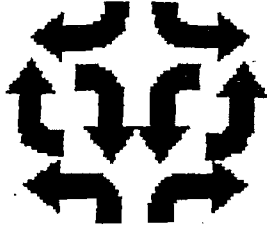
B. The "Participating Parties" to this Agreement are the Department and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

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.

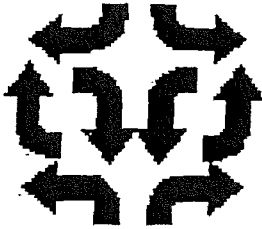
H. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Fla. Stat. (1999).

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).

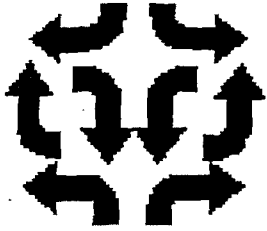
N. A “local government” is any educational district and any entity that is a “local governmental entity” within the meaning of § 11.45(1)(d), Fla. Stat. (1999).

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



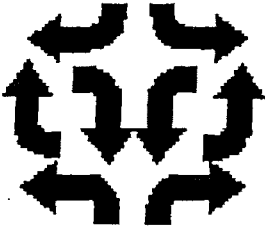
July 31, 2000

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

B. All requests for assistance under this Agreement shall be transmitted by the Director of Emergency Management for the County of the Requesting Party to either the Division or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Department, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. If any requests for assistance under this Agreement are submitted to the Division, the Division shall relay the request to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the Comprehensive Emergency Management Plan.

D. Notwithstanding anything to the contrary elsewhere in this Agreement, nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Department or by other agencies of the State of Florida for use in responding to a disaster pending the assignment of such personnel, equipment, supplies, services and other resources to a mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in

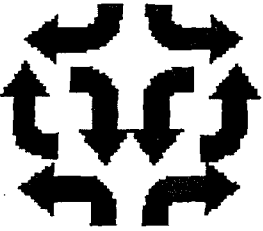


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accordance with the Comprehensive Emergency Management Plan.

ARTICLE IV. Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;
- C. A description of the specific type of assistance needed within each Emergency Support Function;
- D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;
- E. A description of any public infrastructure for which assistance will be needed;
- F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;



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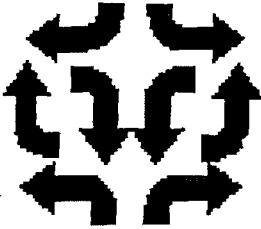
G. The place, date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

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

ARTICLE V. Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable given its personnel, equipment, resources and capabilities. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form C attached to this Agreement, and the completion of Form C by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;



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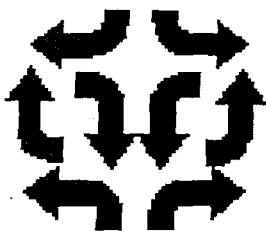
C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

ARTICLE VI. Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisors of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) days notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of catastrophic and major disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For minor disasters, the Requesting Party shall



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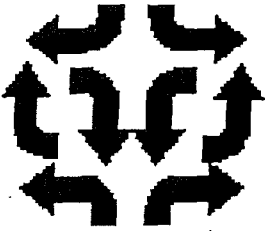
be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, the Requesting Party shall to the fullest extent practicable coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment.

ARTICLE VII. Procedures for Reimbursement. Unless the Department or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. The Department shall pay the costs incurred by an Assisting Party in responding to a request that the Department initiates on its own, and not for another Requesting Party, upon being billed by that Assisting Party in accordance with this Agreement.



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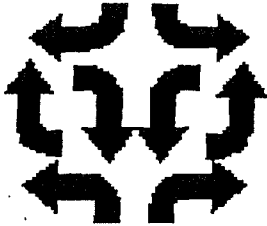
B. An Assisting Party shall bill the Department or other Requesting Party as soon as practicable, but not later than thirty (30) days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for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

C. If the Department or the Requesting Party, as the case may be, protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) days shall constitute agreement to the bill and the items on the bill.

D. If the Department protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) days from the date of protest to present the bill or item to the original Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot agree with the Department or the Requesting Party, as the case may be, to the settlement of any protested bill or billed item, the Department, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Department or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party or any other official of an-



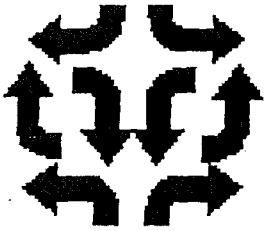
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other Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Department, or if an Assisting Party has rendered assistance without being requested to do so by the Department, the Department shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency for the reimbursement of costs incurred by any Participating Party shall be made by and through the Department.

I. If the Federal Emergency Management Agency denies any request for reimbursement of costs which the Department has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Department, but the Department may waive such repayment for cause.

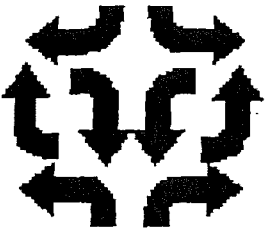


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ARTICLE VIII. Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

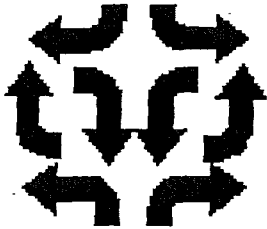
B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting



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Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.



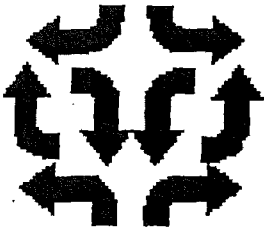
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D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of the Federal Emergency Management Agency and applicable circulars issued by the Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Department and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays other than official holidays.

ARTICLE IX. Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.



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C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

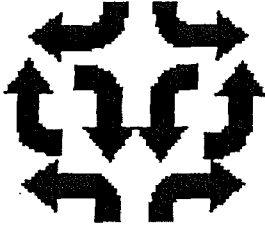
E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

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

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X. General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting



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Party under this Agreement is contingent upon an annual appropriation by the Legislature.

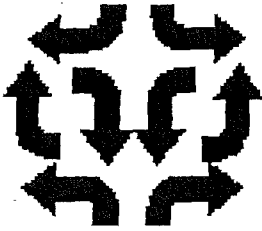
B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for a proper preaudit and post audit thereof. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with applicable requirements for the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

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Department or the Division under this Agreement shall be sent to the Director, Division of Emergency Management, Department of Community Affairs, Sadowski Building, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form A attached to this Agreement. For the



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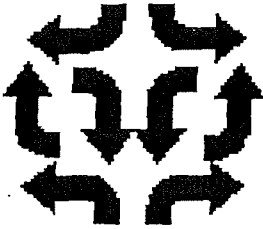
purpose of this Section, any such communication may be sent by the U.S. Mail, may be sent by the InterNet, or may be faxed.

ARTICLE XI. Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.



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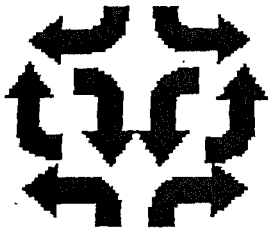
D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall be automatically renewed one (1) year after its execution unless within sixty (60) days before that date the Participating Party notifies the Department in writing of its intent to withdraw from the Agreement.

F. The Department shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) days after its execution by the Department. Such amendment shall take effect not later than sixty (60) days after the date of its execution by the Department, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Department in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII. Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this



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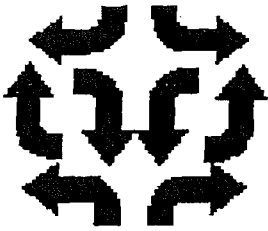
Agreement are not independent, but dependent.

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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DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF COMMUNITY AFFAIRS
STATE OF FLORIDA

By: [Signature]
Director

Date: 6/11/2001

AMELIA ISLAND MOSQUITO CONTROL
DISTRICT OF NASSAU COUNTY, FLORIDA

AN INDEPENDENT SPECIAL DISTRICT,
STATE OF FLORIDA

By: [Signature]
SARAH F. BELL

Title: SECRETARY, BOARD OF COMMISSIONERS

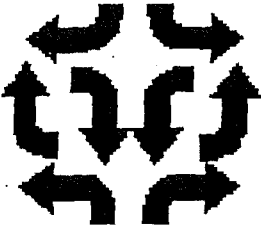
By: [Signature]
TROY L. PITTS

Title: CHAIRMAN, BOARD OF COMMISSIONERS

Date: DECEMBER 1, 2000

Approved as to Form:

By: [Signature]
Attorney for District DANIEL S. BRIM, ATTORNEY



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

FORM A

Date: _____

Name of Government: Amelia Island Mosquito Control District of Nassau County, FL

Mailing Address: Post Office Box 62

City, State, Zip: Fernandina Beach, Florida 32035-0062

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative

Name: Troy L. Pitts

Title: Chairman of the Board of Commissioners

Address: Post Office Box 102, Fernandina Beach, FL 32035-0102

Day Phone: (904) 261-0520 Night Phone: (904) 261-0520

Telecopier: (904) 261-2622 InterNet: mosquito@net-magic.net

First Alternate Representative

Name: Gary Goode

Title: Director

Address: 427A South 14th Street, Fernandina Beach, FL 32034

Day Phone: (904) 261-5283 Night Phone: (904) 491-0494

Telecopier: (904) 261-2622 InterNet: mosquito@net-magic.net

Second Alternate Representative

Name: James E. Ennis

Title: Foreman

Address: 1463 Nectarine Street, Fernandina Beach, FL 32034

Day Phone: (904) 261-5283 Night Phone: (904) 261-4444

Telecopier: (904) 261-2622 InterNet: mosquito@net-magic.net

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



FLORIDA MUNICIPALITIES LIABILITY COVERAGE DECLARATIONS

Effective Date: 10/01/99

Policy Number: 651-008076

| | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> Primary Coverage | | <input type="checkbox"/> Per Claim Deductible <input type="checkbox"/> Per Occurrence Deductible | <input type="checkbox"/> Self Insured Retention (SIR) |
| SCHEDULE OF LIABILITY COVERAGES | | | |
| <u>GENERAL LIABILITY COVERAGE</u> | | <u>LIMITS OF INSURANCE</u> | |
| General Liability | Statutory Per Person Limit | \$100,000 | |
| | Statutory Per Occurrence Limit | \$200,000 | |
| | Excess of Statutory Limit Per Person | \$400,000 | |
| | Excess of Statutory Limit Per Occurrence | \$300,000 | |
| | Total Occurrence Limit | \$500,000 | ✓ |
| Personal and Advertising Injury | Each Occurrence | \$ Included Above | |
| Medical Payments | Each Person | \$5,000 | ✓ |
| Fire Damage Legal | Each Occurrence | \$50,000 | |
| <u>LAW ENFORCEMENT LIABILITY COVERAGE</u> | | <u>LIMITS OF INSURANCE</u> | |
| Law Enforcement Liability | Statutory Per Person Limit | \$100,000 | } ? |
| | Statutory Per Occurrence Limit | \$200,000 | |
| | Excess of Statutory Limit Per Person | \$400,000 | |
| | Excess of Statutory Limit Per Occurrence | \$300,000 | |
| | Total Occurrence Limit | \$500,000 | |
| GENERAL LIABILITY GENERAL AGGREGATE | | \$1,500,000 | |
| LAW ENFORCEMENT LIABILITY AGGREGATE | | \$1,500,000 | ✓ |



BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

NAMED INSURED: Amelia Island Mosquito Control District of Nassau County **POLICY NO.:** 651-008067

FORM OF BUSINESS:

Municipality School Other

| ITEM TWO | | | |
|---|---|---|--------------------------------------|
| SCHEDULE OF COVERAGES AND COVERED AUTOS | | | |
| This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage. | | | |
| COVERAGES | COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form shows which autos are covered autos.) | THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS | PREMIUM |
| LIABILITY | 1 ✓ | See CXMSA.1007 (05/98) | \$ Included |
| PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage) | 5 ✓ | See CA 10 06 99 | \$ Included |
| ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault Coverage) | | SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT | \$ |
| PROPERTY PROTECTION INSURANCE (Michigan only) | | SEPARATELY STATED IN THE P.F.I. ENDORSEMENT MINUS \$ DED. FOR EACH ACCIDENT. | \$ |
| AUTO MEDICAL PAYMENTS | | | \$ |
| UNINSURED MOTORISTS | ve; | See CA 21 72 10 97 | \$ |
| UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage) | | | |
| PHYSICAL DAMAGE COMPREHENSIVE COVERAGE | N/C 2,8 ✓ | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$100 DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired Or Borrowed "Autos". | \$ Included |
| PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE | | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed "Autos". | \$ |
| PHYSICAL DAMAGE COLLISION COVERAGE | N/C 2,8 ✓ | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$250 DED. FOR EACH COVERED AUTO. See ITEM FOUR FOR For Hired Or Borrowed "Autos". | \$ Included |
| PHYSICAL DAMAGE TOWING AND LABOR (Not Available in California) | | \$ For Each Disablement of A Private Passenger "Auto". | \$ |
| | | | PREMIUM FOR ENDORSEMENTS \$ Included |
| | | | *ESTIMATED TOTAL PREMIUM \$ Included |
| ENDORSEMENTS ATTACHED TO THIS COVERAGE FORM: | | | |
| IL 00 21 11 95 - Broad Form Nuclear Exclusion (Not Applicable in New York) | | | |



ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AUTOMOBILE LIABILITY LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE FORM

The following limits will apply to your Business Automobile Liability Coverage. In no event will liability under this policy exceed the Total Any One Accident Limit indicated below.

SCHEDULE OF COVERAGES AND LIMITS

| | | |
|---|--|-------------|
| 1. Statutory Automobile Liability Limits: | | |
| Each Person | | \$100,000 |
| Each Accident | | \$200,000 |
| 2. Excess of Statutory Automobile Liability Limits: | | |
| Each Person | | \$300,000 |
| Each Accident | | \$400,000 |
| 3. Total Any One Accident Limit | | \$500,000 ✓ |

**Minutes Of The Amelia Island Mosquito Control
District of Nassau County, Florida**

A regular meeting of the Board of Commissioners of the Amelia Island Mosquito Control District of Nassau County, Florida, was held on Wednesday, November 29, 2000, at 5:00 o'clock p.m., in the auditorium of the Nassau County Association of Realtors' Building, 910 South 14th Street, Fernandina Beach, Florida, with due notice to all concerned.

The following persons were present:

| | |
|-------------------------------|-----------|
| Commissioner Troy L. Pitts | Chairman |
| Commissioner Charles E. Brown | Treasurer |
| Commissioner Sarah F. Bell | Secretary |
| Gary Goode | Director |
| Daniel S. Brim | Attorney |
| Jack D'Amato | Visitor |
| Dawn Farrell | Visitor |
| Shannon O'Conner | Visitor |
| J.P. O'Conner | Visitor |

Chairman Pitts called the meeting to order. Chairman Pitts noted that the present meeting was a continuation of the November 15, 2000 meeting which was opened but was ended for lack of a quorum. Attorney Brim noted that a notice of tonight's meeting was advertised in the News-Leader. Commissioner Bell reported that she was not contacted about the meeting date and had to read about it in the newspaper. Commissioner Bell asked

Amelia Mosquito Control Minutes

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if it was the Board's policy to set meetings without concurring with the Board members first.

Attorney Brim reported that notice in the newspaper was for the general public and noted that he had handled the public notice but had not been in control of the individual notices.

Commissioner Bell asked if it was customary for the Board's Attorney to contact Board members about meetings. Chairman Pitts asked the Director if he had an answer for Commissioner Bell. Director Goode stated that he had notified Commissioner Bell after the meeting was set but that he was not sure when he had contacted the Commissioner.

Commissioner Bell stated that she felt that something needed to be established with the Board if there was no criteria. Chairman Pitts noted that people were present for the Board meeting that were present at the last meeting on November 15, 2000, which had to be closed for lack of a quorum. Chairman Pitts asked Commissioner Bell to hold her comments until later in the meeting so that the people present could be heard. Commissioner Bell stated that she could go along with the Chairman's request.

Chairman Pitts stated that the first order of business would be to discuss the minutes of the October 18, 2000, regular meeting. Attorney Brim noted that on November 15, 2000, he had passed out copies of the amended minutes. The Board's Attorney reviewed the changes to the minutes. Commissioner Brown noted that the word "given" in the first paragraph of page three should be changed to "give". After discussion, on motion by Commissioner Brown, seconded by Commissioner Bell, and unanimously passed, the Board approved the minutes of the October 18, 2000, meeting, as amended. Attorney Brim noted

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that he had presented copies of the partial meeting of November 15, 2000, to the Board for their review but noted that he did not expect the Board to take action on the minutes at the present time.

The Board reviewed and discussed the Fuel Sheet for October, Money Received Report, State Board Administration Statement of October, 2000, Service Requests, Weekend and Special Sprayings Report, and Trucks Leaving District Form. No Board members had any comments on the reports.

Chairman Pitts reported that the next order of business was a discussion with Jack D'Amato on the Ocean Forrest Ditch. The Chairman noted that Jack D'Amato was present before the Board, as the County Engineer for the Nassau County Board of County Commissioners. Jack D'Amato informed the Board that he was present before the Board and noted that he would be "winging it" but he was present to discuss the concerns the County had about the mosquito control ditches on the island. Mr. D'Amato stated that he was a resident of Amelia Island when most of the ditches were dug and noted that he remembered that many of the ditches were dug, at random, with the purpose of dragging water to the outfall. Mr. D'Amato stated that, over the years, the ditches were also receiving improved flow for subdivisions and other developed lots. Mr. D'Amato state that the ditches were original dug for mosquito control purposes but noted that the County has, on occasion, performed maintenance or cleaned out a few of the ditches that were, actually, mosquito control ditches for the purpose of public safety. Mr. D'Amato stated that the County knows

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that the ditches are carrying storm-water. Mr. D'Amato stated that Dawn Farrell had been in contact with him for several years concerning the mosquito control ditch located on her property. Mr. D'Amato stated that Ms. Farrell's property was low, flat, and had a high ground water table. Mr. D'Amato state that the section of the ditch that crossed the Farrell property had been lowered in elevation, sometime after 1991, and that a pipe, located on property nearby, had been replaced with a larger pipe. Mr. D'Amato stated that he did not know how or why the ditches were lowered but noted that the elevation was equal to the elevation used in ponds created by a development near the ditch in question. Mr. D'Amato reported that Ms. Farrell was being denied the right of enjoying her property and noted that the ditch exceed the ten (10) foot easement which had been established at the initial creation of the ditch. Mr. D'Amato stated that he had heard that there was some talk about filling the ditch in but noted that action would be problematic to other property owners. Likewise, Mr. D'Amato noted that piping the ditch would be expensive and would require additional depth added to the ditch. Mr. D'Amato stated that, as engineer, he thought the ditches were critical for drainage. Mr. D'Amato noted that the ditches were originally used for storm-water drainage regardless of whether or not it was for controlling mosquitos or not. Mr. D'Amato stated that he would like to know the Board's plans or position with respect to the ditches it owns. Mr. D'Amato stated that the Board could not simply let the ditches deteriorate due to junk collecting in the ditches which created a safety problem. Mr. D'Amato stated that the District needed to make sure that the ditches were clean and are productive. Mr. D'Amato

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stated that the District could turn the ditches over to the County but noted that he was not sure the County would want ditches that it could not access in order to maintain. Attorney Brim stated that there seemed to be two general issues with one being the Ocean Forrest ditch, specifically, and two being the ditches in a more general sense. Mr. D'Amato clarified that 'in the general sense' the County was concerned about the precedent that it would set by effecting improvements to the Farrell property with regard to similar actions being expected by other property owners. Mr. D'Amato stated that the County was told that the ditches were no longer needed for mosquito control and that Board took that to mean that there were no longer any mosquitos. Attorney Brim stated that, dealing with the special case of the Ocean Forrest ditch, the initial research suggests that the original ditch purpose had been modified over the years. The Board's Attorney stated that in 1986 the Board was approached about relocating the ditch, part of which was the Ocean Forrest ditch, with the representation that there would be an easement granted to the District for the new ditch location. Attorney Brim stated that he did not find a separate document which reflected an easement and noted that the plat shows the "mosquito control" ditch with the dedication on the Ocean Forrest plat to Nassau County. Attorney Brim noted that it should be remembered that they were dealing with a relocated ditch not a preexisting ditch. Attorney Brim stated that it was apparent that the District dug or improved the ditch and was involved in some piping of the lot already piped. The Board's Attorney stated that the District had exercised some authority and jurisdiction with regard to this particular ditch and noted that the County

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had also exercised some input on the ditch. Attorney Brim stated that, at one point, the pipe had to be approved by the County before it was placed in the ditch. The Board's Attorney noted that he seemed to recall two (2) pipes but found no reference as such in prior minutes. Mr. D'Amato stated that there could have been two pipes. The Board's Attorney stated that the matter was one of those messy situations but noted that he thought the intentions of the County and the District should be to try to work the matter out together. Attorney Brim stated that it was in the best interest of the District that, on the back end of any solution to this matter, ditches with a more exclusive use by the County would transfer to the County. The Board's Attorney stated that it was clear that this matter was connected with drainage considerations. Attorney Brim stated that the ditches had changed in use over during the years. The Board's Attorney reported that, in the present case, and in the more general case, a long term view of cooperation with the County would be advisable. Attorney Brim stated that he would recommend that the District put forth a cooperative effort with the County, even if some costs were involved. Attorney Brim stated that it would benefit the District to cooperate with County, especially if there was a point where ditches, that have changed their identity substantially, would be transferred to the County system instead of staying a part of the mosquito control system. Attorney Brim noted that some of the ditches were not used for their original purpose anymore. The Board's Attorney stated that, ultimately, with regard to the comprehensive plan, the State wanted its agencies to work together toward common goals. Attorney Brim suggested that in order to solve the limited

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problem currently facing the County and the District, a more general plan would need to be outlined. Attorney Brim stated that ditches that were not, primarily, used by for mosquito control functions but that were substantially used for County functions should be transferred to County control. Attorney Brim noted that the details of how to get to that point would be difficult. The Board's Attorney noted that the County had a full time engineer on staff and that the District, if necessary, may need to consider a consultant which would cost a substantial amount of money but noted that the details of this matter were very complex. Attorney Brim informed Mr. D'Amato that, over the years, there had been a significant change in the way the District functions. The Board's Attorney stated that the District primarily controlled mosquitos with larviciding, adulticiding and permanent control programs. Attorney Brim stated that when he first started working for the Board, ditching functions were a large part of the mosquito control program. The Board's Attorney noted that, over the years, the ditches had taken a lesser role and that equipment once used for ditch maintenance was no longer owned by the District. The Board's Attorney noted that such equipment was now rented by the District as needed. Attorney Brim noted that control programs were policy decisions of the Board. Attorney Brim stated that it was impossible for him to envision a separately functioning mosquito control ditch network alongside a separately functioning County ditch network not overlapping or running into each other directly or indirectly. Attorney Brim stated that his recommendation would be for the Board to take an approach that would lead towards the District transferring its rights to ditches to

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the County, unless the Board is able to identify a substantial mosquito control function in the ditch. The Board's Attorney stated that the Ocean Forrest ditch was more difficult, but noted that if a solution was presented to the Board which would take care of the initial problem, even if some costs were involved, he would recommend, for risk management, that the Board proceed, as long as the County and the District was still working toward the more general goals. Attorney Brim suggested that the County and the District leave aside the issues as to ultimate liability and responsibility aside and decide to participate cooperatively and solve the instant problem. The Board's Attorney stated that with regard to the instant problem, he would suggest that the Board set the big issues aside and, if the Board finds a specific proposal reasonable, proceed to work through the instant problem but note that the District's objective is to have the County take over as many ditches, at the end of process, as possible. Mr. D'Amato concurred with the Board's Attorney's comments, and noted that in his review of the ditch, there was a lot of building and development during the 1980's but not a lot of thought was put into the impact of drainage. Mr. D'Amato noted that there was a hiatus in the Windward Cove subdivision plat that is approximately 8 to 10 feet wide. Mr. D'Amato stated that he felt that the intent was to move the ditch. Mr. D'Amato suggested that, with the District's help, the County and the District could pull the ditch toward the hiatus area and back away to her rear property line. Mr. D'Amato stated that sandbagging may need to be done. Mr. D'Amato stated that he agreed that the County and the District did need to come to some kind of understanding concerning the ditches. Mr. D'Amato stated that the problem with the County and ditch ownership was that the District was afforded more freedom with

Amelia Mosquito Control Minutes

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regard to maintenance and control of the ditches that the County would be under similar circumstances. Mr. D'Amato noted that the County had to permit each ditch that it wanted to clean. Mr. D'Amato stated that he would give the Board whatever guidance it might need to address this issue and that he would submit a proposal to the Board if needed. Mr. D'Amato stated that he would need an interlocal agreement with the County and the District. Mr. D'Amato stated that he expected the Ocean Forrest ditch to continue to erode. Mr. D'Amato reviewed the maps he researched with the Board. After discussion, it was the consensus of the Board that the District would cooperate with the County in an effort to solve the problem with Mrs. Farrell's property, and other lots, and the District would coordinate all common ditches with the County. After further discussion, on motion by Commissioner Bell, seconded by Commissioner Brown, and unanimously passed, the Board's Attorney was instructed to prepare a letter of the District's interests to be executed by the Chairman and sent to the County. After additional discussion, Mr. D'Amato was informed that he would be permitted direct access to the District Director on the matter of the ditches and the boat ramp located at Fort Clinch.

Chairman Pitts reported that the next order of business would be a discussion of the paving of Lynndale Road. Shannon O'Conner and J.P. O'Conner were present before the Board to answer questions concerning the District's contribution toward the paving costs of the Lynndale Road project. The Board discussed the paving project with the O'Connors. Attorney Brim suggested that the Board authorize someone to meet with the O'Connors and


Amelia Mosquito Control Minutes

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review the costs and report back to the Board. Chairman Pitts asked Mr. O'Conner if he would provide a more detailed account of the costs. Mr. Shannon O'Conner stated that he had the information to provide if the Board could be more specific about what information the District needed. Chairman Pitts stated that he would like to see a brief explanation for each line item. Commissioner Bell asked if the Board needed a motion to authorize the Chairman and the Board's Attorney to meet with the O'Connors to review the costs. Chairman Pitts stated that he was not sure if that was needed at this time but noted that he would like the brief line item explanation. The Board's Chairman noted that eventually there would need to be a meeting. Commissioner Brown asked why the paving costs were higher than estimated to the Board four years ago. Shannon O'Conner reported that the drainage costs were responsible for the significant increase. After further discussion, it was the consensus of the Board that the Board's Attorney and Chairman Pitts would meet with the O'Connors and research the previous actions of the Board.

Chairman Pitts reported that the next order of business would be a discussion concerning the payroll date adjustment. Director Goode noted that the Board had discussed the adjustment last spring and the Director was notifying the Board that the adjustment would be done.

Attorney Brim informed the Board that a decision on the Statewide Mutual Aid Agreement would be needed. The Board's Attorney recommended adopting the agreement. After discussion, on motion by Commissioner Bell, seconded by Commissioner



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Brown, and unanimously passed the Board adopted the Statewide Mutual Aid Agreement as presented by the State.

Chairman Pitts announced that Commissioner Bell had to leave and noted that the Commissioner's comments would be heard at this time. Commissioner Bell stated that she had said everything she wanted to say earlier. Chairman Pitts stated that he was sorry that Commissioner Bell was not notified of the meeting and noted that he was not aware that she had not been contacted. Chairman Pitts asked if Commissioner Bell had any additional comments. Commissioner Bell stated that she had no additional comments. Chairman Pitts asked if Commissioner Brown had any comments. Commissioner Brown stated that he had no comments.

Chairman Pitts reported that the next order of business would be a discussion of the Director's report. Director Goode reported that he had submitted the Director's Report to the Board during the first week in November. The Board's Director asked if there were any questions concerning his report. The Board had no questions concerning the Director's report for October, 2000.

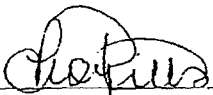
Attorney Brim reported that he did not have any additional business to come before the Board at this time.

Those expenses shown on Exhibit "A" were presented and approved for payment.

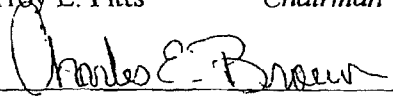
Amelia Mosquito Control Minutes

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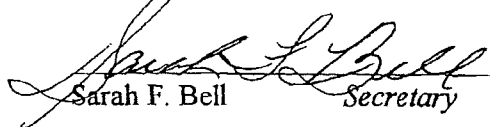
There being no further business to come before the Board, after motion made, duly seconded, and unanimously passed the meeting was adjourned.



Troy L. Pitts *Chairman*



Charles E. Brown *Treasurer*



Sarah F. Bell *Secretary*

AMELIA ISLAND MOSQUITO CONTROL
CHECK LISTING FOR BILLS PAID
MEETING OF NOVEMBER 15, 2000
PAID FROM LOCAL FUNDS

| | |
|-----------------------|----------|
| PAYROLL END 10/27/00 | 5,525.60 |
| EIGHT FLAGS F C U | 740.00 |
| PEBSO NACO SE | 50.00 |
| EXEC PR END 10/31/00 | 935.49 |
| PAYROLL END 10/31/00 | 2,149.70 |
| PEBSO NACO SE | 50.00 |
| COURSON & STAM PA | 700.00 |
| DANIEL S BRIM | 750.00 |
| FL DIV OF RETIREMENT | 2,049.72 |
| PAYROLL END 11/09/00 | 5,322.12 |
| EIGHT FLAGS F C U | 740.00 |
| PEBSO NACO SE | 50.00 |
| BIG K MART | 264.52 |
| AMELIA AUTO PARTS | 178.04 |
| HOLOX LTD | 58.40 |
| AVAYA INC | 31.58 |
| PRINCIPAL LIFE | 127.14 |
| J FOWLER INC | 44.49 |
| FIRST COAST FARBICATI | 56.25 |
| WAL MART STORES | 7.76 |
| ATCO | 392.00 |
| PROCHEM INC | 178.80 |
| FCCI INSUR GROUP | 255.00 |
| HAMILTON PRESS | 47.10 |
| HASTYS COMM OF FL | 45.00 |
| MURRAYS CONTRACT HDW | 773.30 |
| CCP INDUSTRIES | 666.28 |
| ACME LOCKSMITH | 97.50 |
| FCCI INSUR GROUP | 2,581.00 |
| SCOTTYS INC | 91.99 |
| SHERWIN WILLIAMS CO | 560.30 |
| CASH | 106.22 |
| FL PUB UTILITIES | 574.35 |
| AMELIA ISL PAINTS | 923.47 |
| BELLSOUTH | 163.21 |
| JACK W GREEN | 1,093.00 |
| A T & T | 16.70 |