



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
September 14, 2023 at 1:00 PM

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
 - A. Employee Appreciation
- 7. Approval of Minutes**
 - A. BOT regular meeting minutes dated August 22, 2023.
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
 - A. Golf Course Fees and Charges
- 11. New Business**
 - A. Classification & Compensation Recommendation
 - B. Liability & Workers Compensation Insurance Award of Contract
 - C. Lien Recording Service Award of Contract
 - D. FY25 Budget Development Calendar
- 12. Manager's Report**
 - A. September 14, 2023 Manager's Report
- 13. Attorney's Report**
- 14. Incidental Trustee Remarks**
- 15. Adjournment**

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Barefoot Bay Recreation District Regular Meeting

Milestone Anniversaries

Julieanne Hanscom	Property Services	5 Years
Kathy Mendes	Food and Beverage	15 Years



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
August 22, 2023
1PM –Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on August 22, 2023, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Ms. Hansen.

Roll Call

Present: Mr. Grunow, Mr. Amoss, Mr. Klosky, Ms. Hansen. Also, present, Kent Cichon, Community Manager, Stephanie Brown, District Clerk, Garrett Olsen, General Counsel, Rich Armington, Resident Relations/HR Manager, Matt Goetz, Property Services Manager and Charles Henley, Finance Manager. Mr. Brinker was excused.

Additions or Deletions to the Agenda

None.

Approval of the Agenda

Mr. Grunow made a motion to approve the agenda as is. Second by Ms. Hansen. Motion passed.

Presentations and Proclamation

None.

Approval of Minutes

Regular BOT minutes dated July 25, 2023, Townhall minutes dated July 27, 2023, and Fee Workshop minutes dated August 3, 2023, were approved as submitted.

Treasurer's Report

Ms. Hansen submitted the Treasurer's Report for August 22, 2023, approved as written.



BAREFOOT BAY RECREATION DISTRICT

Audience Participation

Jim Miller-567 Dolphin Circle-suggested having a designated smoking area away from Pool #1 but allow residents to come back to the seats they held previously when they are done smoking.

Donna Collette- 854 Periwinkle Circle-suggested having a second location (behind Pool #1) for smokers during night entertainment and allowing smokers to use the current smoking section during the day.

Richard Schwatlow-636 Marlin Circle-stated residents attend BOT meetings and get actively involved.

Unfinished Business

Pool #1 Designated Smoking Area

Staff recommends the BOT designate two smoking sections for the Pool #1 area.

Mr. Amoss proposed moving the current smoking section and designate the area adjacent to the west side of section 3/D as the new smoking section. Mr. Klosky, Ms. Hansen, and Mr. Grunow agreed with Mr. Amoss. Ms. Hansen asked if there was an estimated timeframe to complete the new smoking section area. Mr. Goetz responded that it may take a few weeks.

Ms. Hansen made a motion to designate section D and 3 (as listed on the aerial map) as the new smoking section for the Pool #1 area. Second by Mr. Grunow. Motion passed.

New Business

BBRD Policy Manual Amendments: Budget Process, Sealed Bids/Quotes, Fee Schedule, and Use of Kitchen Facilities

Resolution 2023-12 read by Mr. Olsen:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING THE BAREFOOT BAY RECREATION DISTRICT POLICY MANUAL TO REMOVE YEARLY BUDGET SCHEDULE; AMENDING THE PROCESS FOR POSTING SEALED BIDS; AMENDING THE FEE SCHEDULE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Grunow made a motion to approve Resolution 2023-12 as read. Second by Mr. Klosky. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Golf Course Cart Lease Award of Contract

Staff recommends the BOT award RFP 2023-01 – Golf Course Golf Cart Lease for Barefoot Bay Executive Golf Course to one of the three vendors that submitted a qualified proposal; authorize staff to negotiate a contract with the selected vendor and if contract negotiations are not successful, authorize staff to commence contract negotiations with the BOT's second ranked vendor; and authorize the BOT Chairman to sign the contract in an amount not to exceed the vendors' proposed bid.

Ms. Hansen made a motion to award RFP 2023-01 – Golf Course Golf Cart Lease for Barefoot Bay Executive Golf Course to Yamaha, authorize staff to negotiate a contract with Yamah and if contract negotiations are not successful, authorize staff to commence contract negotiations with Club Car; and authorize the BOT Chairman to sign the contract in an amount not to exceed the vendors' proposed bid. Second by Mr. Klosky. Motion passed.

BBRD Golf Course Fees & Charges

Resolution 2023-13 read by Mr. Olsen:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING THE BAREFOOT BAY GOLF COURSE FEE AND CHARGE SCHEDULE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Grunow made a motion to approve Resolution 2012-13 as read. Second by Mr. Klosky. Motion passed.

Authorization of Certificate to Non-Ad Valorem Assessment Roll for FY23/24 and Resolution

Resolution 2023-11 read by Mr. Olsen:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE PREPARATION, ADOPTION, AND AUTHORIZATION OF CERTIFICATION OF A NON- AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CORRECTIONS OF ERRORS AND OMISSIONS; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Mr. Grunow made a motion to approve Resolution 2012-11 as read. Second by Mr. Klosky. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Employee Insurance Renewals

Staff recommends the BOT select Florida Blue due to its low deductibles and very competitive premiums and Principle Insurance due to its low premiums and Employee satisfaction for the last five years.

Ms. Hansen asked if the additional 9 employees not budgeted decide to take coverage, how outside of the employee insurance budget would BBRD be. Mr. Cichon responded that he did not have the exact figure but estimated \$90-\$100k. Ms. Hansen spoke in favor of allocating more in future budgets. Mr. Grunow agreed with Ms. Hansen.

Ms. Hansen made a motion to select Florida Blue and Principle Insurance. Second by Mr. Klosky. Motion passed.

ADA Discussion; Direction to Staff

The General Counsel recommends the Board of Trustees take the following action:

Direct Staff to immediately address ADA compliance issues with respect to pool 1 (if any), including contracting to modify an existing ramp to meet ADA standards.

Direct Staff to develop a self-evaluation program pursuant to current ADA requirements under the direction of the Community Manager

Mr. Olsen gave an overview of the ADA regulations that apply to the Barefoot Bay Recreation District (specifically Title 2).

Ms. Hansen asked if there is a standard form or checklist that staff would use for the ADA self-evaluation. Mr. Olsen responded that there may be one, but it would be helpful to designate a staff member to conduct the evaluation. Ms. Hansen asked for a timeframe for the ADA self-evaluation. Mr. Cichon responded that he did not have a timeframe as of yet, but that it would be a lengthy process. Mr. Grunow asked if costs had been researched to hire an ADA consultant. Ms. Brown responded last year's quote was roughly \$30k.

Consensus of the BOT to immediately address ADA compliance issues with respect to pool 1 (if any), including contracting to modify an existing ramp to meet ADA standards and to develop a self-evaluation program pursuant to current ADA requirements under the direction of the Community Manager.



BAREFOOT BAY RECREATION DISTRICT

Manager's Report

Finance

Assessment received – 99.88% collected or \$4,204,852. Balance to collect \$5,189.

Resident Relations

ARCC Meeting 7/18/2023

- 4 Old Business – approved
- 23 Consent Permits – approved
- 10 Other Permits – 8 approved, 1 denied, 1 tabled

ARCC Meeting 8/1/2023

- 1 Old Business – approved
- 20 Consent Permits – approved
- 8 Other Permits – approved

VC Meeting 07/14/2023

- 14 Cases – came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 11 Cases – found to be in violation

VC Meeting 07/28/2023

- 22 Cases – came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 7 Cases – found to be in violation

Food & Beverage

- Even though the weather is hot, we are having a rainy summer, and Pool #1 is under an improvement project, we still have plenty of food and beverage events in the Bay.

The 19th Hole holds a fun Pizz-Asta night offering flatbread pizzas and pasta from 4 - 7pm every Wednesday. Breakfast is also available at the 19th Hole on Sundays from 7am - noon and music in the band shell every Thursday from 4:30 - 7:30pm. We continue to hold our successful Rustic Roast every Thursday in Building A from 4 - 7pm. These are all summer hours. We are also happy to report that music is back on the Lakeside of the Lounge stage on Friday, Saturday and two Sundays per month.



BAREFOOT BAY RECREATION DISTRICT

Property Services

- Pools
 - Painted the upper deck of Pool #1
 - Repaired the leak at Pool #2
 - Investigated the vacuum pressure issue for Pool #3 and replaced the main pump
- Replaced the restroom doors in the Lounge and began interior repairs in preparation for painting
- Investigated and addressed a portion of the air conditioning issues in the 19th Hole
- Addressed an electrical issue for Building C
- Addressed various mowing issues for the stormwater canal bank
- Removed a dead palm tree near the walking path at Building A
- Prepared equipment for upcoming projects

Golf-Pro Shop

- Irrigation Pump #3 motor was replaced and is functioning properly



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Olsen provided updates on DOR cases-418 Barefoot Blvd will have a hearing scheduled for a Motion for Default Summary Judgement and he will be trying to schedule a hearing for 526 Persimmon for a Motion to Show Cause. He also stated that the Food & Beverage waiver has been completed.

Incidental Trustee Remarks

Ms. Hansen spoke in favor of staff forming a safety committee.

Mr. Grunow expressed his gratitude DOR staff working with homeowners in regard to violations and those who hosted the kids swim event. He also reminded residents of the shred event being held in the Winn Dixie parking lot on September 28, 2023.

Mr. Klosky asked for an update on the beach restroom project. Mr. Cichon responded that discussions regarding questions from Brevard County are coming to a close and the last communication he had was regarding adding an additional parking space. Mr. Klosky also asked for an update on the low sand area being filled in at the beach. Mr. Olsen responded that permission would be needed from Brevard County to fill in the sand and that maintenance is the responsibility of BBRD but anything past the dune would be the responsibility of Brevard County.

Mr. Amoss spoke in favor of the new BOT selecting the future BOT Townhall Meeting dates.

Adjournment

The next regular meeting will be on September 14, 2023, at 1pm in Building D/E.

Mr. Amoss adjourned.

Meeting adjourned at 2:05pm.

Jeff Grunow, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

September 14, 2023

Cash and Investments Balances in General Fund as of 9/5/23

Petty Cash	Total Petty Cash: \$	2,500.00
Non Interest Bearing Accounts		
MB&T Operating Account		96,034.49
Interest Bearing Accounts		
MB&T Money Market Account		1,318,726.77
Valley National Bank		50,924.37
FL Class		209,700.64
SBA Reserve Account		737,134.73
Investment Accounts		
FL Trust - Short Term Bond Fund		110,157.02
Total Cash Balances in General Fund:		\$ 2,525,178.02

Total Daily Deposits and Assessments Received for 8/12/23 -9/5/23

Daily Deposits:	\$	109,021.96
Assessments Received:		-
Total Deposits Received:	\$	109,021.96

Expenditures for 8/12/23 - 9/5/23

Check Number	Vendor	Description	Check Amount
62138	BrightView Golf Maintenance, Inc	Golf Course Maintenance	44,915.67
62146	Florida Blue	Employee Health Insurance	30,358.00
62162	Special District Services, Inc	Management Fees	14,284.03
62147	Florida Power & Light Co	Electricity	11,689.34
62164	TLC Engineering Solutions Inc	Beach Restroom Permit, Expenses	8,505.23
62167	US Foods	Foodstuff and Supplies	7,170.03
62176	Petty Cash	Emergency Money for Hurricane	5,000.00
	Florida Department of Revenue	Sales Tax	10,589.86
	Paychex	Net Payroll PPE 230813	72,599.03
	US Department of Treasury	Payroll Tax PPE 230813	20,998.90
	Paychex	Net Payroll PPE 230827	70,419.22
	US Department of Treasury	Payroll Tax PPE 230827	20,081.12
Total Expenditures \$5,000 and above:			316,610.43
Expenditures under \$5,000:			76,278.74
Total Expenditures:			\$ 392,889.17

Board of Trustees

Meeting Agenda Memo

Date: Thursday, September 14, 2023
Title: **Golf Course Fees and Charges**
Section & Item: 10.A
Department: Golf
Fiscal Impact: \$1,162 (FY24 revenue decrease)
Contact: Kent Cichon, Community Manager, Ernie Cruz, Golf Manager
Attachments: Resolution 2023-14 Golf-Pro Shop Fees and Charges
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consideration and approval of Resolution 2023-14.

Background and Summary Information

The BOT unanimously adjusted the BBRD Golf-Pro Shop fees and charges through consensus during the Fees & Charges Workshop on August 3, 2023, and then unanimously adopted these fees and charges through Resolution 2023-13 during the BOT Regular Meeting on August 22, 2023.

Subsequently, a need for greater consistency of golfer classifications on the fees and charges schedule was identified, as well as a greater consistency between this schedule and the BBRD Policy Manual. These revisions are reflected on Exhibit A of Resolution 2023-14, a ~~striketrough~~/underline version of the FY24 BBRD Golf-Pro Shop Fees and Charges schedule.

A budget amendment, amending the FY24 Adopted Budget, will be placed on the October 12, 2023, BOT Regular Meeting agenda to amend the Golf-Pro Shop Department's FY24 Adopted Revenue Budget. As a result of other BOT budgetary decisions made by consensus during the aforementioned workshop, this budget amendment will also amend the revenues and expenditures of other departments. This budget amendment will result in no net change to the FY24 Adopted Budget.

Staff recommends the BOT approve Resolution 2023-14 revising the BBRD Golf-Pro Shop fees and charges, as shown in Exhibit A of Resolution 2023-14, and providing an effective date of October 1, 2023, for implementation of said fees and charges.

RESOLUTION 2023-14

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
THE BAREFOOT BAY RECREATION DISTRICT
AMENDING THE BAREFOOT BAY GOLF COURSE FEE
AND CHARGE SCHEDULE TO PROVIDE FOR
AMENDED FEE AND CHARGE SCHEDULE
CLASSIFICATIONS; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Barefoot Bay Recreation District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 418, Florida Statutes; and

WHEREAS, Chapter 418, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District operates numerous recreation activities and facilities, including an 18-hole golf course, golf practice facilities, a golf pro shop, and more for the benefit of residents and non-resident members of the public; and

WHEREAS, the Board of Trustees recently provided for new fees and charges associated with the use of the golf course facilities and associated amenities to maintain a high-level of service and offset increasing maintenance costs associated with the operation of the golf course and associated golf facilities; and

WHEREAS, the Board of Trustees now desires to amend the golfer classifications on the golf course fee and charge schedule to provide for greater consistency with the golfer classifications used in District’s Policy Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY FLORIDA:

Section 1. The ~~striketrough~~/underline version of the FY24 BBRD Golf-Pro Shop Fees and Charges schedule attached to this Resolution as “Exhibit A” shall become effective on October 1, 2023.

Section 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

Section 3. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding fees and charges associated with the use of the golf course facilities and pro-shop; and shall remain in effect unless rescinded or repealed.

The foregoing Resolution was moved for adoption by Trustee _____. The motion was seconded by Trustee _____ and, upon being put to a vote, that vote was as follows:

Chairman, Bruce Amoss
Trustee, Joseph Klosky
Trustee, Ann Hansen
Trustee, Jeff Grunow
Trustee, Hurrol Brinker

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 14th day of September, 2023.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Bruce Amoss
CHAIRMAN

Jeff Grunow
SECRETARY

EXHIBIT A

FY24 BBRD Golf-Pro Shop Fees & Charges (Effective October 1, 2023)

	Fee/Charge
<u>Membership</u>	
Owner/Resident Single New	839.50
Owner/Resident Single Renewal	768.32
Owner/Resident Family New	1,288.00
Owner/Resident Family Renewal	1,210.72
Resident Family New	1,391.04
Resident Family Renewal	1,307.58
Renter/Non-Resident Single	925.00
Renter/Non-Resident Family	1,412.00
Employee Single New	671.60
Employee Single Renewal	636.56
Employee Family New	1,058.00
Employee Family Renewal	994.52
<u>Trail Fee</u>	
Owner/Resident Single	689.00
Owner/Resident Family	939.00
Renter/Non-Resident Single	896.00
Renter/Non-Resident Family	1,335.00
<u>Green's-Fee Peak Season</u>	
18-Holes Owner/Resident	30.00
18-Holes Renter/Non-Resident	35.00
9-Holes Owner/Resident	23.00
9-Holes Renter/Non-Resident	28.00
Twilight Owner/Resident	23.00
Twilight Renter/Non-Resident	28.00
<u>Green's-Fee Summer</u>	
18-Holes Owner/Resident	14.00
18-Holes Renter/Non-Resident	19.00
9-Holes Owner/Resident	10.00
9-Holes Renter/Non-Resident	15.00
Twilight Owner/Resident	10.00
Twilight Resident/Non-Resident	15.00
<u>Cart Fee</u>	
18-Holes	13.20
9-Holes	7.70
Twilight	7.70
<u>Club Storage</u>	
	65.00
<u>Range Balls</u>	
Warm Up	1.75
Small	3.00
Large	5.00
<u>Rental Clubs</u>	
	20.00

Board of Trustees

Meeting Agenda Memo

Date: Thursday, September 14, 2023
Title: **Classification & Compensation Recommendation**
Section & Item: 11.A
Department: Resident Relations
Fiscal Impact: \$169,445 Pay Compensation (estimated), \$107,384 for COLA/Merit increases \$62,061 for Compression Adjustment, \$56,971 State Mandated Minimum Wage Increase.
Contact: Kent Cichon, Community Manager
Attachments: RESOLUTION 2023-15, FY24
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review recommended pay and classification plan and matching retirement contribution and approve Resolution 2023-15.

Background and Summary Information

The FY22 pay and classification plan updated the BBRD's personnel system for compliance with the new Florida minimum wages of \$6.98 for tipped employees and \$10.00 for non-tipped employees starting October 1, 2021, and an additional \$1.00 an hour each subsequent year until 2026 when the annual increase returns to the CPI.

A formal pay and benefits study was conducted by Evergreen Solutions and completed in 2022. A final report of this study was presented to the BOT at its regular meeting on June 9, 2022. The report identified that BBRD's current employee compensation rates and benefits were generally below that of what the market is currently supporting.

The FY24 Adopted Budget was adopted by the BOT at its regular meeting on June 27, 2023. The FY24 Adopted Budget includes a maximum of a 5.0% increase per employee to be split between a cost-of-living increase and a merit increase in the amount of \$107,384 for all eligible employees and a compression adjustment in the amount of \$62,061. The FY24 Adopted Budget also includes \$56,971 to address the state mandated minimum wage increase.

The BOT encourages additional retirement savings by its employees through the provision of a 401(a) Defined Contribution Plan and a 457 Deferred Compensation Plan for all full-time employees, and provides a limited dollar for dollar matching contribution for eligible employees that participate in these plans. A BBRD matching contribution of 4% would correspond to an estimated \$42,219 if all eligible employees participated and contributed the maximum matching amount.

The Community Manager recommends the BOT approve resolution #2023-15 thereby adopting the FY24 Employee Pay and Classification Plan effective October 1, 2023, with a maximum of a 5.0% combined COLA and merit increase, for all eligible employees, a state mandated minimum wage increase, and a compression adjustment; and approving a matching retirement contribution of up to 4% for eligible employees for FY24 to be effective October 1, 2023.

RESOLUTION 2023-15

A RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT SUPERSEDING AND REPLACING RESOLUTION 2022-17 AND ADOPTING AN EMPLOYEE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Trustees desires to maintain a competitive pay and classification plan to attract and maintain a qualified workforce; and

WHEREAS, the Board of Trustees first adopted a formal pay and classification plan Resolution 2017- 18; and

WHEREAS, the Board of Trustees adopted Fiscal Year 2023-2024 Operating Budget through Resolution 2023-08 which contains funding for employee compensation; and

WHEREAS, the Board of Trustees adopted Fiscal Year 2023-2024 Operating Budget Resolution 2023-08 which contains funding a maximum of 5.0% increase per employee to be split between a cost-of living-increase and a merit increase, funding for a pay compression adjustment, and funding to address the state mandated minimum wage increase; and

WHEREAS, the Board of Trustees desires to maintain a pay and classification plan that is gender neutral and based on each employee's ability to perform her/his job and job market conditions; and

WHEREAS, the Board of Trustees desires to formally adopt an employee pay and classification plan so residents and employees understand the minimum and maximum pay for each position; and

WHEREAS, the Board of Trustees desires to encourage additional retirement savings by its employees through the provision of a 401(a) Defined Contribution Plan and a 457 Deferred Compensation Plan for all full time Barefoot Bay Recreation District employees;

WHEREAS, the Board of Trustees of Barefoot Bay Recreation District is desirous of adopting the Fiscal Year 2023-2024 Employee Pay and Classification Plan attached and incorporated hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY FLORIDA:

Section 1. The Fiscal Year 2023-2024 Employee Pay and Classification Plan appearing as **Exhibit A** of this Resolution is hereby adopted to serve as the basis of employee compensation of Barefoot Bay Recreation District. The Employee Pay and Classification Plan appearing as **Exhibit A** of this Resolution shall supersede and replace any previously adopted Employee Pay and Classification Plan and shall apply prospectively beginning October 1, 2023.

Section 2. If any portion, clause, phrase, sentence, or classification of this resolution is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the resolution; it is hereby declared to be the expressed opinion of the Trustees of the Barefoot Bay Recreation District that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this resolution did not induce its passage, and that without the inclusion of any such portion or portions of this resolution, the Trustees would have enacted the valid constitutional portions thereof.

Section 3. Conflict with other Provisions. All resolutions or parts of resolutions in conflict herewith are hereby repealed and all resolutions or parts or resolutions not in conflict herewith are hereby continued in full force and effect.

Section 4. Effective Date. The effective date of the attached Fiscal Year 2023-2024 Employee Pay and Classification Plan is October 1, 2023.

The foregoing Resolution was moved for adoption by Trustee _____. The motion was seconded by Trustee _____ and, upon being put to a vote, that vote was as follows:

Trustee Bruce Amoss
Trustee Hurrol Brinker
Trustee Jeff Grunow
Trustee Joe Klosky
Trustee Ann Hansen

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 14th day of September, 2023.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Bruce Amoss
CHAIRMAN

Jeff Grunow
SECRETARY

Exhibit A

FY24 Pay and Classification Plan

(Effective October1, 2023)

General

Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
1	\$ 12.00	\$15.30	\$18.60
2	\$12.90	\$16.45	\$20.00
3	\$13.70	\$17.47	\$21.23
4	\$14.61	\$18.63	\$22.64
5	\$16.05	\$20.46	\$24.88
6	\$17.46	\$22.26	\$27.06
7	\$18.82	\$24.00	\$29.17
8	\$19.25	\$24.54	\$29.84
9	\$21.86	\$27.87	\$33.88
10	\$23.56	\$30.04	\$36.52
11	\$25.40	\$32.39	\$39.37
12	\$27.37	\$34.90	\$42.43
13	\$29.10	\$37.11	\$45.11
14	\$30.81	\$39.29	\$47.76
15	\$33.50	\$42.72	\$51.93
16	\$35.91	\$45.79	\$55.66
17	\$37.58	\$47.92	\$58.25
18	\$39.24	\$50.04	\$60.83
19	\$41.17	\$52.50	\$63.82
20	\$43.09	\$54.94	\$66.79

Tipped

Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
T1	\$ 8.98	\$11.45	\$13.92
T2	\$9.64	\$12.29	\$14.94
T3	\$10.29	\$13.12	\$15.95

Board of Trustees

Meeting Agenda Memo

Date: Thursday, September 14, 2023

Title: **Liability & Workers Compensation Insurance Award of Contract**

Section & Item: 11.B

Department: Administration, District Clerk

Fiscal Impact: \$250,203 (FY24 Budget of \$208,265)

Contact: Kent Cichon, Community Manager, Stephanie Brown, District Clerk

Attachments: Brown & Brown Proposal

Reviewed by General Counsel: N/A

Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Award Liability & Workers' Compensation Insurance policy to PGIT (Brown & Brown) for FY24.

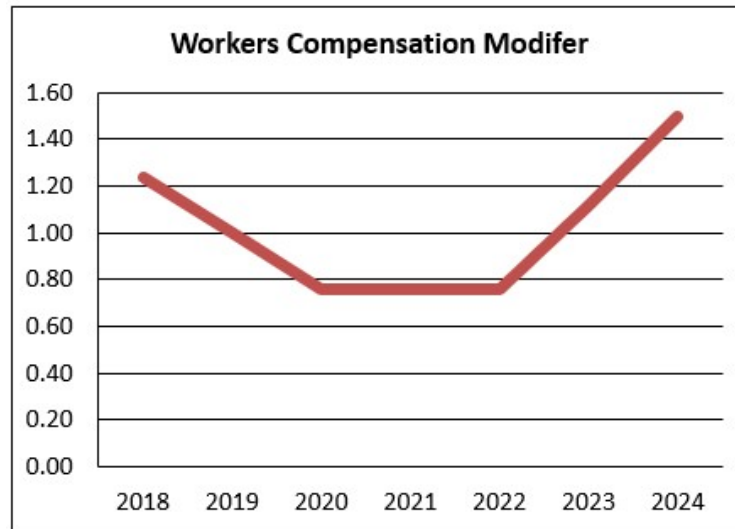
Background and Summary Information

The general liability, workers' compensation and liquor liability coverage provided by FIA (Egis) is set to expire on September 30, 2023. Staff solicited proposals from Egis, Travelers Insurance, FMIT and PGIT (Brown & Brown) and only PGIT has responded with a proposal, which is attached.

As with private homeowners' insurance, BBRD's liability insurance premiums are based on the history of claims, amount of coverage, and overall industry trends. For the reasons previously stated, the liability premium has increased to \$192,809 from \$124,851 the previous year (a difference of \$67,958).

BBRD's workers' compensation insurance premiums are based on experience, types of work performed by employees, and industry trends. Specifically, experience is rated based on the "modifier" of the three prior years' experience. A modifier of 1.00 is average. Please note, the increased experience modifier is from the claims activity on the previous FMIT policy and the last two years of FIA policies, thus an increase in premium from \$28,430.50 to \$42,024 (a difference of \$13,593.50). BBRD's modifier has changed per the following:

Fiscal Year	Modifier
2018	1.24
2019	1.00
2020	0.76
2021	0.76
2022	0.76
2023	1.12
2024	1.5



	FY24 Budget	PGIT
Base Policy		
Property	N/A	103,325
Pier	N/A	incl plus flood
General Liability	N/A	56,016
Liquor Liability	N/A	15,370
Errors & Omissions/Public Officials Liability	N/A	19,044
Crime	N/A	900
Auto & Auto Physical Damage	N/A	8,611
Cyber Liability	N/A	2,500
Inland Marine	N/A	2,413
Liability Sub-total	169,042	208,179
Workers Compensation	39,223	42,024
Base Policy Total	208,265	250,203
Total Cost	208,265	250,203
Difference from Budget	N/A	41,938

PGIT does not offer liquor liability as a part of their basic plan but has facilitated a separate policy provided by Founders Insurance Company in the amount of \$15,370.

Staff recommends the BOT award liability and workers' compensation insurance coverage policy to Preferred Governmental Insurance Trust (Brown & Brown) in the amount of \$234,833, plus the cost of liquor liability (\$15,370), authorize Chairman Amoss to sign the agreement and instruct staff to prepare a budget amendment for the overage to be presented at a future BOT meeting.



PROPERTY & CASUALTY

Proposal Prepared for Barefoot Bay Recreation District

Policy Period 10/01/2023 - 10/01/2024



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Who We Are

Growth has no finish line.

No matter where you are on your growth journey, we can help you find solutions to meet your ever-evolving insurance and risk management needs. If you are a highly complex multinational company, an individual or anything in between, our experienced teams can help every step of the way.

Discover Our Capabilities

As a successful business, you plan for the future and adapt as circumstances change your course. At Brown & Brown, we help you navigate the path forward, by taking a different approach to how you view, analyze and purchase insurance. Your exposures are unique, and you deserve coverage options designed to help protect your assets, interests and reputation. Our teams work to understand your business and your risk management plan by providing personalized local service complemented by the exceptional resources and capabilities of a national brokerage.

Our History

Brown & Brown Insurance was founded in Daytona Beach, Florida, in 1939 by cousins J. Adrian Brown and Charles Covington Owen. In 1959, Adrian's son, Hyatt, took leadership of the family business. Under his direction, the Brown & Brown vision of a lean and profit-oriented organization came into focus. Following a merger in 1993, the company became Poe & Brown, Inc., publicly traded on Nasdaq. In 1998, Poe & Brown was changed back to Brown & Brown and became listed on the New York Stock Exchange (NYSE: BRO), joining the S&P 500 in 2021. The company has continued to thrive under Chief Executive Officer (CEO) J. Powell Brown, who became the third generation to lead the organization in 2009. We consistently deliver high-quality solutions and services to a broad array of customers. With a precise and focused acquisition strategy, Brown & Brown has become one of the insurance industry's most powerful and influential leaders.

Our Mission

We are dedicated to making a positive difference in the lives of our customers by helping to protect what they value most. With 350+ locations and growing, we have teammates across the globe who are dedicated to serving our customers and local communities.

Our Culture

We believe in doing what is best for our customers, communities, teammates, carrier partners and shareholders—always. Powered by a culture that values high performance and perseverance, the cornerstone of Brown & Brown's guiding principles are people, service and innovation.



5TH LARGEST

Insurance Brokerage in the Nation



350+ LOCATIONS

And Growing

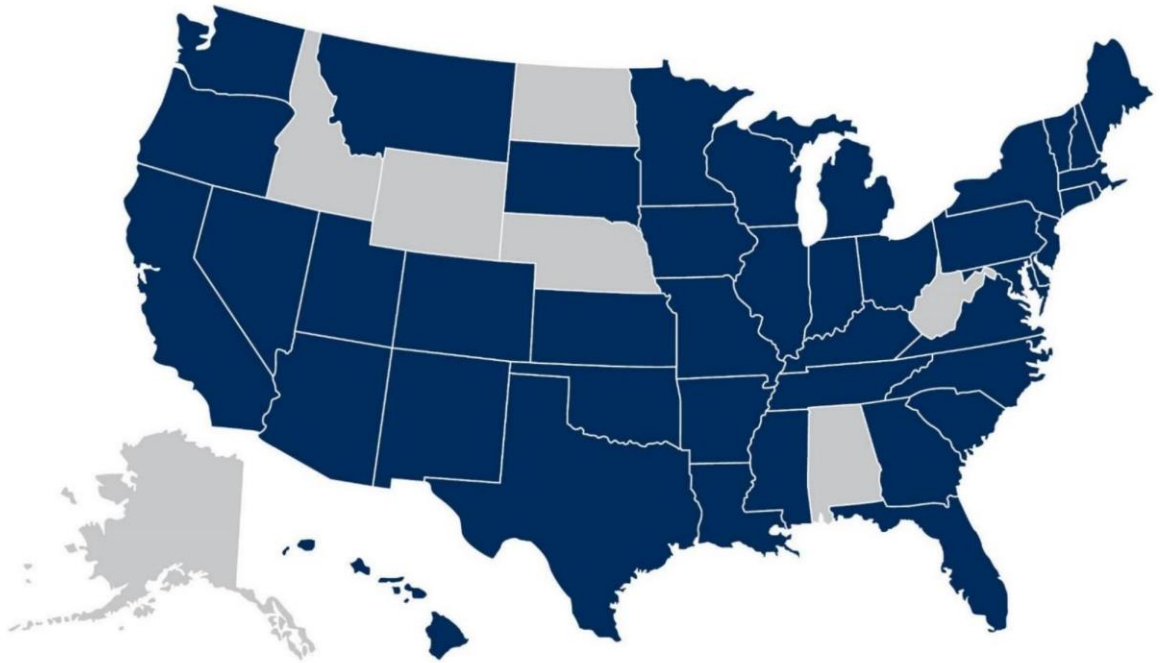


8,000+

Retail Teammates



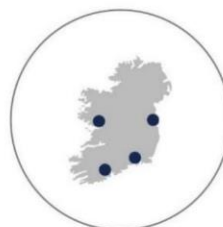
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Canada



London, England



Ireland



Bermuda & Grand Cayman

In the map above, blue indicates states or countries with Brown & Brown locations.

Preparing You for Tomorrow's Risks—Today™

We pride ourselves on our ability to couple national strength with local, personalized service. Our Brown & Brown of Florida, Inc. - based team is as connected to the more than 11,000 teammates across Brown & Brown and our team of companies as it is here in our community.

We have become a leading insurance brokerage because we view insurance differently and utilize our vast experience and wide-reaching network to deliver superior service and solutions to our customers, both big and small.

We believe that our teammates and the relationships they form with our customers are our strength. Our reputation has been built on a solid foundation of teamwork, strengthened by people who are dedicated to providing the highest degree of service. Our team thanks you for the opportunity to work together. Please find our contact information below.

Service Team

Name	Title	Email	Business Phone
Dan Kross CIC, ARM	Vice President	Dan.Kross@bbrown.com	(772) 469-1503
Leislle Hernandez, ACSR	Marketing Team Leader	Leislle.Hernandez@bbrown.com	(321) 426-2311



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Named Insured

Named Insured
Barefoot Bay Recreation District

This list includes all the named insureds we presently have on your policies. Should any revisions to this listing be required, please notify our office immediately.

Location(s)

Barefoot Bay Recreation District
625 Barefoot Bay Blvd Barefoot Bay, FL 32976

Loc #	Address	City	State	Zip
1	625 Barefoot Blvd	Barefoot Bay	FL	32976
2	935 Barefoot Bay	Barefoot Bay	FL	32976
3	895 Flacon Dr	Barefoot Bay	FL	32976
4	1344 Gardenia Dr	Barefoot Bay	FL	32976
5	1080 Parkway Lane	Barefoot Bay	FL	32976
6	7900 US Highway 1	Barefoot Bay	FL	32976
7	1127 W Wren Circle	Barefoot Bay	FL	32976
8	N End Wren Circle	Barefoot Bay	FL	32976
9	1176 Barefoot Circle	Barefoot Bay	FL	32976
10	Tequesta Dr and Micco Rd	Barefoot Bay	FL	32976
11	Barefoot Bay & US 1	Barefoot Bay	FL	32976
12	931 Barefoot Blvd	Barefoot Bay	FL	32976
13	8701 Highway A1A	Barefoot Bay	FL	32976
14	1225 Barefoot Cir	Barefoot Bay	FL	32976



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Property

Premise Information:

Loc #	Bldg #	Description	Address	Building	Personal Property
1	1	Lounge Building	625 Barefoot Blvd, Barefoot Bay, FL	\$580,800	\$40,200
1	2	Building A & B	625 Barefoot Blvd, Barefoot Bay, FL	\$2,112,000	\$140,200
1	3	Building C	625 Barefoot Blvd, Barefoot Bay, FL	\$432,000	\$21,800
1	4	60,500 Gallon Pool	625 Barefoot Blvd, Barefoot Bay, FL	\$363,000	\$0
1	5	Swimming Pool Pavilion	625 Barefoot Blvd, Barefoot Bay, FL	\$58,600	\$0
1	6	Tennis Pro Shop / Shelter	625 Barefoot Blvd, Barefoot Bay, FL	\$25,500	\$2,200
1	7	Storage Shed #1	625 Barefoot Blvd, Barefoot Bay, FL	\$4,200	\$0
1	8	Storage Shed #2	625 Barefoot Blvd, Barefoot Bay, FL	\$4,200	\$0
1	9	Storage Shed #3	625 Barefoot Blvd, Barefoot Bay, FL	\$4,200	\$0
1	10	Storage Shed - Lawn Bowling	625 Barefoot Blvd, Barefoot Bay, FL	\$1,500	\$0
1	11	District Administration	625 Barefoot Blvd, Barefoot Bay, FL	\$1,200,000	\$50,000
2	1	Shopping Center 1	935 Barefoot Bay, Barefoot Bay, FL	\$1,515,000	\$50,000
2	2	Shopping Center 2	935 Barefoot Bay, Barefoot Bay, FL	\$867,000	\$25,000
2	3	Storage Building	935 Barefoot Bay, Barefoot Bay, FL	\$15,000	\$2,400
3	1	Maintenance & Equipment	895 Flacon Dr, Barefoot Bay, FL	\$414,000	\$126,800
3	2	Fuel Pavilion	895 Flacon Dr, Barefoot Bay, FL	\$6,350	\$5,900
3	3	Ted's Shed	895 Flacon Dr, Barefoot Bay, FL	\$6,120	\$7,000
3	4	Fueling Pump	895 Flacon Dr, Barefoot Bay, FL	\$69,100	\$0
3	5	Storage Shed	895 Flacon Dr, Barefoot Bay, FL	\$7,200	\$0
4	1	Swimming Pool #3	1344 Gardenia Dr, Barefoot Bay, FL	\$341,400	\$0
4	2	Bath House	1344 Gardenia Dr, Barefoot Bay, FL	\$123,200	\$7,300
5	1	Swimming Pool #2	1080 Parkway Lane, Barefoot Bay, FL	\$341,400	\$0
5	2	Bath House	1080 Parkway Lane, Barefoot Bay, FL	\$123,200	\$7,300
6	1	Fishing Pier with Pavilion and Lights	7900 US Highway 1, Barefoot Bay, FL	\$661,130	\$0
7	1	Ballfield Restrooms	1127 W Wren Circle, Barefoot Bay, FL	\$40,500	\$0
7	2	Storage Shed	1127 W Wren Circle, Barefoot Bay, FL	\$2,810	\$2,400
7	3	Softball Field Dugouts (x2)	1127 W Wren Circle, Barefoot Bay, FL	\$12,000	\$0
8	1	Greenhouse Building	N End Wren Circle, Barefoot Bay, FL	\$17,500	\$0
8	2	Storage Shed	N End Wren Circle, Barefoot Bay, FL	\$5,090	\$5,800
9	1	Golf Course Maintenance	1176 Barefoot Circle, Barefoot Bay, FL	\$9,750	\$22,400
9	2	Break Room	1176 Barefoot Circle, Barefoot Bay, FL	\$5,760	\$5,800
9	3	Maintenance Storage w Attached Awning	1176 Barefoot Circle, Barefoot Bay, FL	\$54,250	\$49,700
9	4	Tank (2) Diesel and Gas	1176 Barefoot Circle, Barefoot Bay, FL	\$8,900	\$2,000
10	1	Security Camera (6) and PVC Poles (3)	Tequesta Dr and Micco Rd, Barefoot Bay, FL	\$6,000	\$0
11	1	Decorative Fountain	Barefoot Bay & US 1, Barfoot Bay, FL	\$15,000	\$0
12	1	Customer Service Building	931 Barefoot Blvd, Barfoot Bay, FL	\$325,190	\$18,000
13	1	Well/Security System	8701 Highway A1A, Barfoot Bay, FL	\$16,800	\$6,000
14	1	19th Hole Restaurant	1225 Barefoot Cir, Barfoot Bay, FL	\$394,000	\$80,075
14	2	Recreation Hall	1225 Barefoot Cir, Barfoot Bay, FL	\$910,000	\$40,000
14	3	Golf Pro Shop	1225 Barefoot Cir, Barfoot Bay, FL	\$191,000	\$65,000
14	4	Golf Cart Storage Bay	1225 Barefoot Cir, Barfoot Bay, FL	\$44,000	\$30,000



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Subjects of Insurance

Subject of Insurance	Limit	Valuation	Cause of Loss	Deductible
Blanket Building and Business Personal Property	\$12,147,925	Replacement Cost	Special form	\$5,000 Per Occurrence – All Other Perils. 5% Per Occurrence – Named Storm, subject to minimum of \$35,000
Boiler & Machinery	Included in TIV			\$5,000 Per Occurrence

Client ultimately chooses limits insured.

Schedule of Sublimits – These limits do not increase any other applicable limit of liability.

Coverage Description	Limit	Deductible
Flood Limit – Per Occurrence Excess of NFIP, whether purchased or not	\$5,000,000	\$5,000 Per Flood, except zones A, V excess of NFIP whether purchased or not

Causes of Loss:

Direct Physical Loss subject to the policy form's exclusions and limitations.

Note: Only limited coverage applies to outdoor fences, radio and TV antennas including satellite dishes, detached signs, trees, shrubs, and plants unless specifically scheduled on the policy.

Extensions of Coverage: These limits do not increase any other applicable limit of liability.

Coverage	Limit
Account Receivable	\$500,000
Additional Expense	\$1,000,000
Animals (annual aggregate limit)	\$5,000
Business Income	\$500,000
Buildings Under Construction	If shown on Property Schedule
Debris Removal	\$250,000 or 25% of loss, whichever is greater, per occurrence
Demolition, Ordinance, and Increase Cost of Construction	\$500,000
Duty to Defend	Included
Errors and Omissions	\$250,000
Expediting Expense	\$5,000
Fire Department Charges	\$25,000
Fungus Cleanup Expense (annual aggregate limit)	\$50,000
Lawns, Plants, Trees and Shrubs	\$25,000
Leasehold Interest	\$0
New Locations	\$2,000,000
Personal Property of Employees	\$50,000
Pollution Cleanup Expense (annual aggregate limit)	\$50,000
Preservation of Property	\$250,000
Professional Fees	\$20,000
Property at Miscellaneous Unnamed Locations	\$150,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000

Exclusions, and/or Limitations include but are not limited to:

Excluded: Earth Movement and Terrorism



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Coinsurance Clause

A clause under which the insured shares in losses to the extent that the insured is underinsured at the time of loss. The insurer grants a reduced rate to the insured providing the amount of insurance carried is 80%, 90% or 100% to value. If, at the time of loss, the insurance carried is less than required, the insured will share in the loss.

Examples of 80% Coinsurance

Building Value	Insured Carried	Loss	Insurance Pays
\$100,000	\$100,000	\$60,000	\$60,000
\$100,000	\$80,000	\$60,000	\$60,000
\$100,000	\$70,000	\$60,000	\$52,500

*Amount Carried (\$70,000)

Amount Required (\$80,000) x Loss - Deductible=Recovery Amount



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Inland Marine

Property insurance for property in transit over land, certain types of moveable property, instrumentalities of transportation (such as bridges, roads, and piers, instrumentalities of communication (such as television and radio towers), and legal liability exposures of bailees. Many inland marine coverage forms provide coverage without regard to the location of the covered property; these are sometimes called "floater" policies.

Equipment Floater

Scheduled/Unscheduled	Coverage	Limit	Perils	Valuation
Scheduled	Scheduled Inland Marine	\$301,657	Special Form	Actual Cash Value
Unscheduled	Unscheduled Equipment	\$1,000,000 (Less than \$25,000 each item)	Special Form	Actual Cash Value

Client ultimately chooses limits insured.

Inland Marine Named Storm Deductible

A 5% per occurrence, per covered equipment/item subject to \$35,000 minimum per occurrence.

For individually scheduled items, the deductible is calculated based upon the scheduled value of the item.

Scheduled Equipment

Item #	Year	Manufacturer	Description	Serial #	Limit
0001	2017	Bobcat	Front End Loader		\$38,000
0002			Restroom Trailer	572165	\$31,965
0003			Kitchen Trailer	572311	\$69,760
0004	2023	Club Car	Utility Cart	A5CUBB2DJPA495854	\$10,932
0005			Boom Arm Mower		\$18,000
0006		Toto	360 Riding Mower		\$28,000
0007(*)			33 DR2E Golf Cars		\$105,000

Client ultimately chooses limits insured.

(*) This item is rented, borrowed, or leased equipment.



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Crime

Coverages:

Coverage Description	Limit	Deductible
Employee Dishonesty, including faithful performance, per loss	\$250,000	\$2,500
Forgery and Alteration	\$250,000	\$2,500
Theft Disappearance or Destruction	\$250,000	\$2,500
Computer Fraud including Funds Transfer Fraud	\$250,000	\$2,500

Client ultimately chooses limits insured.



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General Liability

Coverage Type	Coverage Basis
Commercial General Liability	Occurrence
Deadly Weapon Protection	Claims Made
Public Officials Liability	Claims Made
Employment Practices Liability	Claims Made
Cyber Liability	Claims Made

General Liability

Coverage	Limit
Bodily Injury and Property Damage Limit	\$5,000,000
Personal and Advertising Injury	Included
Products & Completed Operations Limit	Included
Employee Benefits Liability Limit, per person	\$5,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments	\$5,000
Fire Damage	Included
Sewer Backup and Water Damage Limit	\$10,000 no fault \$200,000 at fault Subject to \$200,000 aggregate
PGIT MN-203 Part B Limit (Bert Harris, Inverse Condemnation, Takings claims; See Form for specifics)	\$100,000 Aggregate
General Liability Deductible	\$0

Higher limits may be available.

Exposure Basis:

Premium Basis	Exposure
Payroll	2,802,249.00

Deadly Weapon Protection

Coverage Description	Limit	Deductible
Third Party Liability Coverage	\$1,000,000	\$0
Crisis Management Services	Included	
Counseling Services	\$250,000 sublimit	
Funeral Services	\$250,000 sublimit	
Retro Date: 10/01/2023		

Client ultimately chooses limits insured.

Coverage Highlights: Broad definition of Deadly Weapon Event, 24 hour Crisis Response Team Services

Claims Expenses are inside the limit of liability. Automatic Extended Reporting Period is 60 days.



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Public Officials Liability Coverage (Claims Made)

Public Officials Liability Limit	Deductible
\$5,000,000 per claim Aggregate Limit: N/A	\$0
Total Payroll: \$2,802,249	
Supplementary Payments: Pre-termination \$2,500 per employee / \$5,000 annual aggregate Non-Monetary: \$100,000 Aggregate	

Higher limits may be available.

Employment Practices Liability Coverage (Claim Made)

Employment Practices Liability Limit	Deductible
\$5,000,000 per claim Aggregate Limit: N/A	\$0
Full Time: 36 Part Time: 43 Volunteers: 0	

Higher limits may be available.

Cyber Liability (Claim Made)

Coverage Description	Limit	Deductible
Policy Limit	\$2,000,000 annual aggregate	Applies per below
Third Party Liability Coverage:		
<ul style="list-style-type: none"> Privacy & Security Liability Media Content Services Liability PCI DSS 	\$2,000,000 each claim \$2,000,000 each claim \$1,000,000 sublimit	\$25,000 \$25,000 \$25,000
First Party Liability Coverage:		
<ul style="list-style-type: none"> Cyber Extortion & Ransomware Data Breach & Crisis Management Data Recovery Business Interruption / Extra Expense Cyber Crime Utility Fraud Bricking Coverage System Failure – BI/EE Dependent Business Interruption <ul style="list-style-type: none"> BI/EE System Failure 	\$500,000 each claim \$2,000,000 each claim \$2,000,000 each claim \$2,000,000 each claim \$250,000 Agg – see form for sublimits \$100,000 Agg – see form for sublimits \$500,000 sublimit \$1,000,000 sublimit \$1,000,000 sublimit Included in above sublimit \$1,000,000 sublimit	\$25,000 \$25,000 \$25,000 \$25,000 / Waiting Period: 12 Hrs \$25,000 \$25,000 \$25,000 \$25,000 / Waiting Period: 12 Hrs \$25,000 / Waiting Period: 12 Hrs \$25,000 / Waiting Period: 12 Hrs \$25,000 / Waiting Period: 12 Hrs
Retroactive date: 10/01/2023		
Voluntary Notification endorsement is included, see coverage form for all limits and sublimits		

Higher limits may be available.

Extended Reporting Periods POL/EPLI/Cyber (only applicable for claims made)

If the Trust terminates or does not renew this Coverage Agreement (other than for failure to pay a premium when due), or if the Public Entity terminates or does not renew this Coverage Agreement and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the Public Entity shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this Coverage Agreement for at least one Extended Reporting Period as follows:

A: Automatic Extended Reporting Period – 60 days per PGIT MN 500 & PGIT MN 700 (Cyber form)

B: Optional Extended Reporting Period – 12 months at additional premium per PGIT MN 500 & PGIT MN 700 (Cyber form)

Importance Notice:

Defense Costs – Outside of the limit, does not erode the limit of General Liability, Law Enforcement Liability, Public Officials Liability, and Employment Practices Liability.

Deductible does not apply to defense costs. Self Insured Retention does apply to defense cost.



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Understanding Claims-Made Policy

The claims-made policy provides coverage that is triggered when a claim is made against the insured during the policy period, providing the claim occurred after the retroactive date.

Current Policy Year:

The policy year begins on the effective date shown on the policy and expires on the expiration date also shown on the policy.

Prior Acts or Retroactive Date:

This date is shown on the policy. This provision eliminates coverage for claims that took place prior to the specified retroactive date, even if the claim is first made during the policy period.

Supplemental Extended Reporting Period (Tail Coverage):

This is a provision found within the claims-made policy that extends the length of the reporting period allowing the insured to report claims that are made against the insured after the policy has expired or been canceled, provided the claim took place during the expired/canceled policy. The ERP/Tail Coverage requires an additional premium and must be requested within the time frame as outlined in the policy.



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In the event of differences, the policy will prevail.*

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Liquor Liability

Coverage Type	Coverage Basis
Liquor Liability	Occurrence

Location Information

Location Address
1) 625 Barefoot Blvd., Barefoot Bay, FL 32976
2) 1225 Barefoot Blvd., Barefoot Bay, FL 32976

General Liability

Coverage	Limit
Combined Single Limit – Per Occurrence	\$1,000,000
Aggregate Limit	\$2,000,000
Assault and Battery:	
A&B Combined Single Limit – Per Occurrence	\$50,000
A&B Aggregate Limit	\$50,000
Terrorism Buy Back	Included

Higher limits may be available.

Exposure Basis:

Location #	Premium Basis	Exposure
1	Bar/Tavern	\$327,270 Gross Receipts
2	Bar/Tavern	\$490,906 Gross Receipts

Terms, Conditions and Endorsements included, but not limited to:

Policy Subject to Final Audit
25% Minimum Earned Premium
Policy Fees are Fully Earned
Florida Liquor Liability Coverage Part
Virus or Bacteria Exclusion
Exclusion – Firearms
Exclusion – Underage Persons, Employees, Contractors, Subcontractors, Dancers and Entertainers
Assault and/or Battery Coverage Buy-Back
Terrorism



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Business Auto

Coverages:

Coverage	Symbol	Limit	Deductible
Liability - Combined Single Limit	7, 8, 9	\$1,000,000	\$0
PIP-Basic	5	Statutory	\$0
Medical payments	2	\$2,500	N/A
Uninsured motorist combined single limit	7	\$100,000	N/A
Comprehensive	7, 8	Actual Cash Value or cost of repair, whichever is less, minus deductible. Hired Comprehensive limit: \$35,000	Per Schedule Hired Deductible: \$2,500
Collision	7, 8	Actual Cash Value or cost of repair, whichever is less, minus deductible. Hired Comprehensive limit: \$35,000	Per Schedule Hired Deductible: \$2,500

Higher limits may be available.

Garage Location Schedule:

Garage Loc #	Address 1	City	State	Zip
1	625 Barefoot Blvd	Barefoot Bay	FL	32976

Vehicle Schedule:

Unit #	Year	Make	Model	VIN	Liability	PIP	UM	Med	Comp Deductible	Coll Deductible
1	2021	Ford	Ranger	1FTER1EH6MLD33582	x	x	x	x	\$1000	\$1000
2	2021	Ford	F150	1FTMF1CB4MKD84393	x	x	x	x	\$1000	\$1000
3	2021	Other	Trailer	3CVU81413MKD84393	x	x	x	x	\$1000	\$1000
4	2022	Ford	Ranger	1FTER1EHCNLD51059	x	x	x	x	\$1000	\$1000
5	2011	Ford	Econoline	1FTME1EW6BDB83974	x	x	x	x	\$1000	\$1000
6	2013	Triple Crown	Trailer	1XNCE1EW6BD39748	x	x	x	x	\$1000	\$1000
7	2013	Ford	F150 XL	1FTMF1CM7DKG41693	x	x	x	x	\$1000	\$1000
8	2017	Ford	F650	1FDPF6AY5HDB07047	x	x	x	x	\$1000	\$1000
9	2018	Nissan	Frontier	1N6BDOCT3JN735656	x	x	x	x	\$1000	\$1000
10	2019	Ford	F250	1FD7X2A69KEE88200	x	x	x	x	\$1000	\$1000
11	2021	Ford	F150	1FTMF1CB1MKD02104	x	x	x	x	\$1000	\$1000
12	2021	Ford	F250	1FT7X2A64MEC10974	x	x	x	x	\$1000	\$1000

Vehicle Ownership

The Named Insured represents that all scheduled vehicles are titled to the Named Insured or leased to the Named Insured. If not, you must notify us immediately in order to obtain proper coverage not currently proposed.

Autos Furnished to Individuals

If you furnish an auto to an individual that does not have a Personal Auto Policy or a Non-owned Auto Policy, please advise us so that we can recommend policy extensions or an additional policy to properly cover these individuals.



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Auto Symbols

Symbol	Description
1	Any Auto
2	Owned Autos only. Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned private passenger autos only. Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned autos other than private passenger autos only. Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned autos subject to no-fault. Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned autos subject to a compulsory uninsured motorist's law. Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described Autos. Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	Hired Autos Only. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	Non-owned Autos Only. Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

Workers' Compensation

A. Workers' Compensation Insurance:

Part One of the policy applies to the Workers' Compensation Law of the states listed below:

State
Florida

B. Employers' Liability Insurance:

Part Two of the policy applies to work in each state listed in Item A

Each Accident Limit	Disease Policy Limit	Disease Each Employee
\$1,000,000	\$1,000,000	\$1,000,000

Higher limits may be available.

C. Other States Insurance:

Part Three of the policy applies to the states, if any listed below:

Does not apply to ND, OH, WA, and WY (Monopolistic States).

Rating Basis:

State	Class Code	Description	Payroll	Rate	Premium
FL	8810	Clerical Office Employees NOC	\$1,100,096	0.15	\$1,650.00
FL	9012	Building or Property Management – Property Managers and Leasing Agents & Clerical, Salespersons	\$513,853	0.76	\$3,905.00
FL	9015	Building or Property Management - All Other Employees	\$290,167	3.30	\$9,576.00
FL	9060	Club – Country, Golf, Fishing, or Yacht – All Employees & Clerical, Salespersons, Drivers	\$170,142	1.46	\$2,484.00
FL	9084	Bar, Discotheque, Lounge, Night Club or Tavern	\$569,777	1.36	\$7,749.00
FL	9102	Park NOC – All Employees & Drivers	\$158,214	3.39	\$5,363.00

Description	Premium
Total Estimated Base Premium	\$30,727.00
Workplace Safety Program Credit	(\$ 615.00)
Drug-free Workplace Program Credit	(\$ 1,506.00)
Experience Modification (1.50)	\$14,303.00
Premium Discount	(\$ 3,190.00)
Schedule Rating Factor	\$ 2,145.00
Expense Constant	\$ 160.00
Estimated Annual Premium	\$42,024.00

Policy is subject to audit.



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Proposal Premium Summary

Line of Business	Premium
Property	\$103,325.00
Inland Marine	\$ 2,413.00
Crime	\$ 900.00
General Liability	\$ 56,016.00
Public Officials and Employment Practices Liability	\$ 19,044.00
Cyber Liability	\$ 2,500.00
Automobile	\$ 8,611.00
Total	\$192,809.00
Liquor Liability	\$14,388.00
Policy Fee	\$ 258.78
Surplus Lines Taxes	\$723.12
Total	\$15,369.90
Worker's Compensation	\$ 42,024.00
Grand Total	\$250,202.90

***This quote is valid until 9.29.23
25% Minimum Earned / Policy Fees are Fully Earned***

Quote Options:

Line of Business	Coverage Option	Annual Premium
Professional Liability	\$2,000,000 Limit with \$5,000 Deductible	\$11,044.00
General Liability	\$2,000,000 Limit with \$5,000 Deductible	\$45,516.00
Inland Marine	\$150,000 Fencing around district	\$1,275.00

Payment Plans

Line of Business	Payment Option	Bill Type
Package and Worker's Compensation	Annual premium due upon request to bind coverage	Agency Bill

Quotation Terms and Conditions included but not limited to:

Preferred Governmental Insurance Trust

Package/Worker's Compensation:

- Down payment is due upon request to bind coverage.
- Premium is late if not paid within 30 days of due date, unless otherwise stated.
- Quote is subject to review and acceptance by Preferred Board of Trustees.
- The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
- The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

BROWN & BROWN

Preferred Governmental Insurance Trust

- Property losses that occur between the quote date and effective date of coverage, may trigger a pre-inspection of damaged locations prior to binding coverage. This includes losses from Named Windstorm, Catastrophic Sinkhole and Fire events. Agent shall provide a report describing the extent of the damage and location(s) affected. Please note, proposal excludes all property damage, known or unknown, relating to any event occurring prior to 10/01/2023.
- The Trust requires that the Member maintains valid and current certificates of Workers' Compensation Insurance on all work performed by persons other than its employees.
- If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
- Quote was prepared using payrolls supplied by client.
- Safety and Drug Free program credits are subject to program requirements.
- Payrolls are subject to final audit.
- The quote presented herein is an all or nothing quote. No single line of coverage may be bound without the support of the other lines and WC Coverage Agreement.
- Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.
- **Meet with Loss Control within 60 days of effective date of coverage.**
- During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than \$15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then additional annual premium will be invoiced by endorsement. For two year coverage period, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement.
- **Preferred will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Valued endorsement will be applied with immediate effect.**

Subjectivities Required PRIOR to Bind Request

Line of Business	Required PRIOR to Bind Request
Package and Worker's Compensation	<ul style="list-style-type: none"> • Premium payment payable to Brown & Brown in the amount of \$234,673.00. • Initialed and signed POL/EPLI application. • Initialed and signed Preferred application. • Receipt of signed Participation Agreement. • Receipt of signed signature page. • Receipt of signed Uninsured Motorist Form. • Signed first page of the Preferred Application (Florida Fraud Statement) within 30 days of effective date of coverage. • Signed ACORD applications. • Completed and signed supplemental applications. • Signed/completed terrorism forms. You must elect or reject coverage. The additional premium plus any fees and taxes will apply if signed rejection is not received by company or if electing coverage. • Signed Uninsured Motorist selection form. • Meet with Loss Control within 60 days of effective date of coverage. • Receipt of signed Drug Free and Safety Program application. • Receipt of signed Preferred Work Comp application. • Receipt of signed Participation agreement. • All lines of coverage (Package and Worker's Compensation) must be accepted in order to bind coverage with Preferred. Worker's Compensation agreement is conditional upon binding Package coverage. • Signed Electronic Selection Form.
Liquor Liability	<ul style="list-style-type: none"> • Signed ACORD application. • Completed and signed Founders supplemental application. • Signed Surplus Lines Disclosure.



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A. M. Best

A. M. Best Rating of Proposed Carriers:

Line of Business	Insurance Company	Rating	Admitted / Non-Admitted
Package & Workers' Compensation	Preferred Governmental Insurance Trust	N/A	Admitted
Liquor Liability	Founders Insurance Company	A / XIII	Non-Admitted

General Rating:

Rating Categories	Rating Symbols
Superior	A+ to A++
Excellent	A to A-
Good	B+ to B++
Fair	B to B-
Marginal	C+ to C++
Weak	C to C-
Poor	D

These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Financial Size Category:

Class	Range (\$ in Thousands)
Class I	Up-\$1,000
Class II	\$1,000-\$2,000
Class III	\$2,000-\$5,000
Class IV	\$5,000-\$10,000
Class V	\$10,000-\$25,000
Class VI	\$25,000-\$50,000
Class VII	\$50,000-\$100,000
Class VIII	\$100,000-\$250,000
Class IX	\$250,000-\$500,000
Class X	\$500,000-\$750,000
Class XI	\$750,000-\$1,000,000
Class XII	\$1,000,000-\$1,250,000
Class XIII	\$1,250,000-\$1,500,000
Class XIV	\$1,500,000-\$2,000,000
Class XV	\$2,000,000-Greater

The Financial Size Category is an indication of the size of an Insurer and is based on reported policyholder's surplus conditional or technical reserve funds, such as mandatory securities valuation reserve, or other investments and operating contingency funds and/or miscellaneous voluntary reserves in liabilities (\$ in Thousands)

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown, Inc. Brown & Brown, Inc. does not guarantee financial condition of the insurers listed above.



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Compensation Disclosure

Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (772) 231-2828 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, Brown & Brown of Florida, Inc. has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Name Insured: Barefoot Bay Recreation District

Date _____

Signature of Named Insured

Printed Name and Title of Person Signing

Surplus Lines Issuing Company: Founders Insurance Company
Type of Insurance: Liquor Liability
Policy Term: 10/01/2023 – 10/01/2024

Revised 11.20.2020



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

BROWN & BROWN

Preferred Governmental Ins Trust “Preferred”

Brown & Brown of Florida, Inc., and its parent company, Brown & Brown, Inc., (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- *Coverage is being quoted through **Preferred Governmental Insurance Trust (“Preferred”)**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.*
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like Preferred may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from Preferred and agree to abide by the conditions of membership established by Preferred.
- You should consider the information provided, including the Preferred coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

By: [NAME OF AUTHORIZED REPRESENTATIVE OF INSURED]

*Named Insured: Barefoot Bay Recreation District
Line of Coverage(s): Package and Worker’s Compensation
Policy Number(s): TBD
Policy Period(s): 10/01/2023 - 10/01/2024
Date of Notice: 09/05/2023*



*This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy.
In the event of differences, the policy will prevail.*

BROWN & BROWN

Named Covered Party: Barefoot Bay Recreation District

Term: 10/01/2023 to 10/01/2024

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0054404 23-01 02 - 1

Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters of Florida Inc. (PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9.75% of the Preferred premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of Preferred members. The services provided by PGCS to Preferred may include:

Claims Liaison with Insurance Company / Claims Liaison with Preferred Members / Claims Adjustment

Pursuant to its contract with Preferred, PGCS receives a claims administration fee for those accounts which PGCS services of up to 3.85% of the non-property portion of the premiums you pay to Preferred.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.

The brief description of coverage contained in the document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

PARTICIPATION AGREEMENT

Application for Membership in the Preferred Governmental Insurance Trust

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Trust for continuing workers compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental Insurance Trust, to become effective 12:01 a.m. 10/01/2023 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

- (a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;
- (b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;
- (c) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;
- (e) That should either the Applicant or the Fund desire to cancel coverage, it will give not less than thirty (30) days prior written notice of cancellation;
- (f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

(Name of Local Governmental Entity)

Witness Signature

By: _____
Signature

Printed Name

Printed Name

Witness Signature

Title: _____

Printed Name

For Internal Use Only

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE ____ DAY
OF _____, 20____. SIGNED THIS ____ DAY OF _____, 20____.

By: _____
Administrator/Trustee



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AMENDED INTERLOCAL AGREEMENT CREATING THE PREFERRED GOVERNMENTAL INSURANCE TRUST

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that "...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", provides that Local Governmental Entities may enter



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into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

WHEREAS, Section 624.4622, Florida Statutes, provides that any two or more Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self- insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

WHEREAS, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

WHEREAS, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

WHEREAS, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this



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Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

WHEREAS, it is in the public interest, and in the best interest of the parties hereto, that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

WHEREAS, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

WHEREAS, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

NOW, THEREFORE, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows



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SECTION I
INCORPORATION OF RECITALS

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

SECTION II
DEFINITIONS

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1 ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.
- 2.2 CLAIMS MANAGEMENT.** "Claims Management" shall mean the process of identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.
- 2.3 CONTRIBUTION(S).** "Contribution(s)" shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms "Contribution(s)", "Premium(s)" and "Premium Contribution(s)" are used interchangeably and synonymously throughout this Agreement.
- 2.4 COVERAGE TERMS.** "Coverage Terms" or "Coverage Agreements" shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time



which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.

- 2.5 FUND.** "Fund" shall mean the group self-insurer's fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms "Fund", "Trust" and "Trust Fund" are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** "Local Governmental Entity or Entities" shall mean any "public agency" as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** "Member" shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** "Non-Compliance" shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.
- 2.9 PARTICIPATION AGREEMENT.** "Participation Agreement" shall mean the application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers' Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.
- 2.10 PREMIUM(S).** "Premium(s)" shall mean "Contribution(s)".



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- 2.11 PREMIUM CONTRIBUTION(S). "Premium Contribution(s)" shall mean Contribution(s).
- 2.12 THIRD-PARTY CLAIMS MANAGER. "Third-Party Claims Manager" shall mean an individual or organization providing claims management services to the Fund.
- 2.13 TRUST. "Trust" shall mean the "Fund".
- 2.14 TRUSTEES. "Trustees" or "Board of Trustees" shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15 TRUST FUND. "Trust Fund" shall mean the "Fund".

SECTION III
ESTABLISHMENT OF "PREFERRED
GOVERNMENTAL INSURANCE TRUST"
AS A SELF-INSURED FUND

- 3.1 ESTABLISHMENT. The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2 LOCATION. The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3 PURPOSES. This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
- (a) Pooling Member's resources to fulfill Members' legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers' Compensation Law;
 - (b) To minimize the cost of providing workers' compensation coverage by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;



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- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

3.4 NON-ASSESSABILITY. Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

3.5 POWERS. The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.
- (b) Collecting premiums from Members for the purpose of paying for or providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.



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- (c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.
- (d) Paying for or providing all or a part of such coverages.
- (e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.
- (f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.
- (g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV

ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each



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Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting. Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present.

The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

4.2 VOTING. All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.

4.3 OFFICE OF THE FUND. The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.

4.4 EXECUTION OF DOCUMENTS. A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the



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action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

4.5 APPOINTMENT OF ADMINISTRATOR. The trustees shall designate and provide compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.

4.6 COMPENSATION AND REIMBURSEMENT OF TRUSTEES. The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

SECTION V

NUMBER, QUALIFICATION, TERM OF OFFICE AND POWER AND DUTIES OF TRUSTEES

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and



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consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.

- 5.2 RESIGNATION AND REMOVAL OF A TRUSTEE.** A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take effect immediately upon the election of such successor Trustee. Additionally, oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.
- 5.3 ELECTION OF SUCCESSOR TRUSTEES.** Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.
- 5.4 TRUSTEE TITLE.** In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.
- 5.5 TRUSTEE OFFICERS.** The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such



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officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

(a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.

(b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.

(c) To borrow funds, issue bonds and other certificates of indebtedness, and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.

(d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.

(e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.

(f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.



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- (g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.
- (h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.
- (i) To invest and reinvest funds that may come into the possession of the Fund.
- (j) To assume the assets and liabilities of the Fund.
- (k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.
- (l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.
- (m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may participate in the Fund unless such prospective member is a public agency of the state. As used herein, the phrase "public agency" includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.



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- 5.8 REPORTING.** The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9 TRUSTEES' LIABILITY.** The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10 RELIANCE ON COUNSEL'S OPINION.** The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or suffered by the Board of Trustees or an individual Trustee acting hereunder in good faith and in accordance with the opinion of such counsel.
- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.



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SECTION VI
POWERS AND DUTIES OF THE ADMINISTRATOR

- 6.1 RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2 CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

SECTION VII
MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty (30) days prior to the effective date of such cancellation, suspension or expulsion, and no liability under this Agreement or any other agreement,



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certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

7.2 RESPONSIBILITIES OF MEMBERS. By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:

- (a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.
- (b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.
- (c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
- (d) To comply with the conditions of the Florida Workers' Compensation Law.
- (e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
- (f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other



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instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees. Said contributions may be reduced by any discount, participation credit, or other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted



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against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said agreements, or any other agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or



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any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to the Member, or by the Member to the Board of Trustees. The notice shall state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all



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other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(s) Coverage by the Fund under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

SECTION VIII



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ACCOUNTING

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

SECTION IX

DURATION

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

SECTION X

AMENDMENT

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

SECTION XI

STATUTES, RULES AND REGULATIONS

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

SECTION XII

MISCELLANEOUS PROVISIONS

12.1 PROHIBITION AGAINST ASSIGNMENT. No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.



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In the event of differences, the policy will prevail.*

- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neutral gender in all situations where they would so apply. Whenever any words are used in this Agreement in the singular, they shall be construed as though they were also used in the plural form in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.
- 12.6 FISCAL YEAR.** The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.



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**AMENDMENT "A" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS, in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

NOW, THEREFORE, by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as a local elected official. Following a Trustees' initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013



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In the event of differences, the policy will prevail.*

BROWN & BROWN



Insuring Florida's Future

Founded in 1999, Preferred is a non-assessable insurance risk pool made of and for its members, focusing on the unique needs of Florida's public sector. Our robust membership and financial strength stem from a conservative platform of managed risk. Program administration is provided by Public Risk Underwriters of Florida (PRU).

A key distinguishing feature and advantage of Preferred is the exclusive utilization of independent agents who specialize in public sector risk throughout the state for distribution.

WHY IS THIS IMPORTANT?

Our members receive local, personalized service and have built-in representation and advocacy to achieve optimal results.

Preferred's membership is represented by Elected Officials from all segments of Florida's Public Sector. Our Board of Trustees understands your needs and works diligently to bring you enhanced programs and services.

Specialized member-oriented claims service is provided by Preferred Governmental Claims Solutions (PGCS). With more than 40 years in claims experience, PGCS is Florida's foremost governmental third-party administrator. The cornerstones of their claims administration are communication, quick access, and sound return-to-work policies.

Preferred is a proven structure of strength created to protect Florida's public sector.



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Service is the heart of what we do

*Our Loss Control & Member Services team takes a proactive approach designed to reduce and prevent claims by customizing our services to your needs **at no additional cost.***

DEDICATED LOSS CONTROL CONSULTANTS PROVIDE:

- + Onsite safety inspections
- + Safety training on hundreds of topics
- + Safety program development, review & evaluation
- + Claims analysis & management
- + Claims reviews and Claims 101's



PREFERRED RISK MANAGEMENT RESOURCE CENTER FOR MEMBERS WHO PURCHASE THEIR EPLI COVERAGE FROM PREFERRED:

Cyber Security Resources

- + Breach health check
- + Customizable Incident Response Plan
- + Unlimited Access to Cybersecurity Experts
- + Immediate crisis management & response

HR Helpline Services

- + Unlimited access to HR and Employment Law experts

ADA Website Compliance Resources

- + WAVE by WebAIM accessibility evaluation tool
- + Expert guidance on ADA compliance

VECTOR SOLUTIONS – Online training platform with over 600 training courses on HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, etc.

PREFERRED VIRTUAL TRAINING ACADEMY –

Virtual training on a wide variety of topics provided by our Loss Control Consultants and industry experts.

STREAMERY – 24/7 mobile streaming from anywhere with over 700 training topics

PREFERRED TIPS – 50/50 matching safety & loss control grant program up to \$5,000.

60,000+

Completed Training Courses

\$3,250,000+

In TIPS Grants

74%

Risk Management Resource Center Utilization



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Your Member Services & Loss Control Team



Kevin Meehan oversees the Loss Control and Member Services department and implements member service initiatives. He develops and improves educational training programs, member service platforms, and member safety incentive programs. He is ultimately responsible for increasing member engagement to improve member loss experience and reduce out of pocket costs.



Christopher H. Kittleson has more than 25 years of risk management and loss control experience. Chris has developed industry expertise in the areas of Public Entity Safety Program Development, Return to Work Programs, Regulatory Compliance, Accident Investigation and Safety Training. Chris graduated Cum Laude from St. Cloud State University with a BS in Engineering Technology. He earned his Associate in Risk Management (ARM) and Certified Playground Safety Inspector (CPSI) designations. He was awarded the 2013 Safety Professional of the Year Award by the South Florida Chapter of the American Society of Safety Engineers (ASSE). Chris has presented on behalf of National Associations and has published several articles in loss control and risk management trade publications.



Pam Hancock has been in the insurance industry for the past 26 years and has worked primarily with governmental entities during her career. She provides safety training, program/policy development, safety committee oversight, performs claims reviews, trending analysis and inspections. With an emphasis on education and a deep understanding of the claims process, Pam has become a valuable resource to Preferred members. Pam is a Certified ADA Coordinator.



Mike Marinan has a degree in Industrial Safety Engineering and over 37 years experience in the safety and risk management field. Mike's primary objectives include safety and loss control initiatives, reconciling issues between Preferred members and third party claims administrators, and developing opportunities for the Trust's participants to gather knowledge, skills, and information to effectively govern and manage insurance costs. Mike is a member of ASSE, was appointed by the Governor to the Task Force on Workplace Safety and has provided multiple trainings to state agencies.



Mike Stephens has been involved with Loss Control and Member Services since 2004. Mike has completed the OSHA 501 Trainer Course in Occupational Safety and Health Standards (General Industry) and has attained certification as a Safety Auditor. Mike's safety awareness and dedication to customer service are what make him an essential part of the Member Services and Loss Control team. Mike is the resources and services coordinator and support specialist for all Preferred members.



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Personalized Top-Tier Claims Service



450
Government Entities Served
by PGCS

20
Average Years of Teammate
Industry Experience

12
Average Years of Teammate
Tenure at PGCS

3
Decades of Claims Service

24/7
Claims Service



PGCS Leadership Team



Fred Tucker, Vice President Fred is responsible for the daily operations of PGCS. Fred began his career in the insurance industry as an independent adjuster in 1999, working his way into a management role with a national insurance agency where he led the risk services department. Fred joined PGCS in 2007 as a Senior Claims Specialist handling public entity automobile liability, general liability, employment liability with an emphasis on complex matters involving litigation management, working closely with defense counsel to ensure proactive handling of claims.



Cheryl Riley, Director of WC Claims Cheryl is responsible for the overall direction and leadership of the PGCS workers' compensation claims unit. While at PGCS, Cheryl has steadily promoted and held the positions of Account Manager, Quality Assurance Manager and Workers' Compensation Claims Manager prior to her current position of Director of Workers' Compensation Claims. Cheryl's dedication to customer-centric solutions and focus on building strong 'partner' relationships has been successful for PGCS and its customers. Cheryl holds a Florida All Lines license, and has earned the designation of a Board Certified Workers' Compensation Litigation Claims Specialist.



Stacy Hargrove, Director of Liability Claims Stacy Hargrove has more than 33 years of experience handling all types of liability claims and subrogation matters. She has held various positions within the claims industry and has proactively handled a variety of liability claim types including auto accident, slip and fall, premises liability, employer liability, and subrogation recovery; all with client accolades for excellent customer service and knowledge. Stacy has extensive litigation management experience and works directly with defense counsel in defending litigated claims. She has also monitored several trials and has been successful in partnering with her legal team to achieve favorable defense verdicts as well as other positive resolutions. Stacy has a wealth of knowledge in the liability arena and is an integral and valued member of the PGCS team.



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BROWN & BROWN

Innovative Solutions. Accurate Valuations.



In partnership with AssetWorks, Preferred provides property appraisals **for all property locations at no cost to our Members.** The field appraisals provide critical information on primary and secondary building characteristics, flood zones, and valuations. Field appraisals are conducted by AssetWorks on a rolling five-year schedule, trending reports are available in the interim upon request. Once the appraisal is completed, Members then have the choice to insure at appraised values to maintain blanket coverage. If a Member chooses to underinsure the property, the coverage agreement will be endorsed to "stated value" with an 80% coinsurance clause.

AssetWORKS

You receive exclusive access to the AMP platform which offers an innovative approach for property tracking and valuation management. AMP provides dynamic reporting capabilities and features an intuitive design which allows your team to get up and running in minutes. Vital property information is maintained in AMP, including a change history for each asset. Up-to-date property valuations and information are automatically imported into AMP and our experienced team offers personalized training to optimize your use of the system and reporting tools.


ASSET MANAGEMENT PLATFORM



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BROWN & BROWN

Disaster Preparedness and Response

We are with you every step of the way

We take a multiprong approach to disaster response and recovery and it begins with **preparedness**. Our loss control consultants work with you to review and implement a disaster recovery plan that will stand up to the worst of disasters. We provide one on one training on the claims process and distribute an annual preparedness guide with an abundance of resources to make sure that you are ready should a disaster strike. We also provide hurricane kits so that you have the necessary policy information at your fingertips in the event of a power outage.



When a named storm is approaching, our field adjusters from Engle Martin are staged nearby with all contact and policy information for each member so that they can provide damage inspections immediately after a storm. Engle Martin uses cutting edge drone technology to identify damage mitigation opportunities that you may not have known existed. The EM adjusters also have access to prior appraisals and COPE data which helps streamline and expedite the claims process. This real time response enables us to get advance claim payments in your hands **within days**.



Preferred has partnered with First Onsite Property Restoration company to provide **turn-key emergency response mitigation and property restoration** with a 24/7 response including holidays and weekends. Their project managers will complete an initial scope and get the equipment you need to get back up and running immediately. First Onsite can supply backup generators, portables or temporary structures, and anything else you need. The project manager from First Onsite will provide a seamless delivery of service to get you back to your pre-disaster state. If your preference instead is a local contractor, you can use any vendor that you choose or select from our preapproved list of vendors. Payments can be made directly to vendors for a seamless process.

To finalize your claim, we provide a claim resolution packet which includes all documentation to support your claim in addition to FEMA closeout assistance.



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Liability Defense Panel



ROPER, P.A.

2707 E. Jefferson Street
Orlando, FL 32803
(407) 897-5150
www.roperpa.com

BRIONEZ & BRIONEZ, P.A.

322 W. Burleigh Blvd
Tavares, FL 32778
(352) 432-4044
www.bblawfl.com

CARR ALLISON

305 S. Gadsden St.
Tallahassee, FL 32301
(850) 222-2107

208 N. Laura Street
Suite 1100
Jacksonville, FL 32202
(904) 328-6456
www.carrallison.com

KELLEY KRONENBERG

1475 Centrepark Blvd,
Suite 275
West Palm Beach, FL 33401
(561) 684-5956
Tampa Jacksonville/ Fort
Lauderdale Locations
www.kelleykronenberg.com

QUINTAIROS, PRIETO, WOOD & BOYER, P.A.

4190 Belfort Rd, Suite 450
Jacksonville, FL 32216
Trinity, FL 34655
(904) 354-5500
www.qpwblaw.com

ROBERTS, REYNOLDS, BEDARD & TUZZIO, P.A.

470 Columbia Drive
West Palm Beach, FL 33409
(561) 688-6560
www.rrbpa.com

5237 Summerlin Commons Blvd.
Ft. Myers, FL 33907
(239) 275-2268
www.rrbpa.com

RUMBERGER, KIRK & CALDWELL P.A.

101 N. Monroe Street,
Suite 120
Tallahassee, FL 32301
(850) 222-6550
www.rumberger.com

LLOPIZ WIZEL

1451 W Cypress Creek Rd
Suite 300
Fort Lauderdale, FL 33309
(754) 312-7389

UNICE, SALZMAN & JENSEN, P.A.

1815 Little Road
Trinity, FL 34655
(727) 723-3772
www.unicesalzman.com

WARNER LAW FIRM, P.A.

501 W 11th St.
Panama City, FL 32401
(850) 784-7772
tlmwarner@warnerlaw.us

WALTON, LANTAFF, SCHROEDER & CARSON LLP

931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700
www.waltonlantaff.com

WEISS, SEROTA, HELFMAN, COLE & BIERMAN

2525 Ponce De Leon Blvd,
Suite 700
Coral Gables, FL 33134
(305) 854-0800
www.wsh-law.com



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Workers' Compensation Defense Panel

**BARBAS, NUNEZ, SANDERS,
BUTLER & HOVSEPIAN**

1802 W. Cleveland Street
Tampa, Florida 33606
(813) 279-2686

www.barbaslaw.com

ROPER, P.A.

2707 E. Jefferson Street
Orlando, FL 32803
(407) 897-5150

www.roperpa.com

CHARTWELL LAW OFFICES, LLP

2984 Wellington Circle
Tallahassee, FL 32309
(850) 668-7900

833 Highland Avenue, Suite 202
Orlando, FL 32803
(407) 203-3600

www.chartwelllaw.com

COLE, STONE & STOUDEMIRE, P.A.

201 North Hogan Street #400
Jacksonville, FL 32202
(904) 352-9664

HERNANDEZ, HICKS & VALOIS

5800 N. Andrews Avenue
Ft. Lauderdale, Florida 33309
(954) 938-1920

dhernandez@hhdefense.com

KELLEY KRONENBERG

10245 Centurion Pkwy N. Suite 300
Jacksonville, FL 32256
(904) 549-7700

www.kelleykronenberg.com

**PUBLIC ENTITY LEGAL
SOLUTIONS**

P.O. Box 958464
Lake Mary, FL 32795
(321) 832-1400

ghelm@pelsusa.com

www.bhq-law.com

**WALTON, LANTAFF, SCHROEDER
& CARSON LLP**

931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700

www.waltonlantaff.com



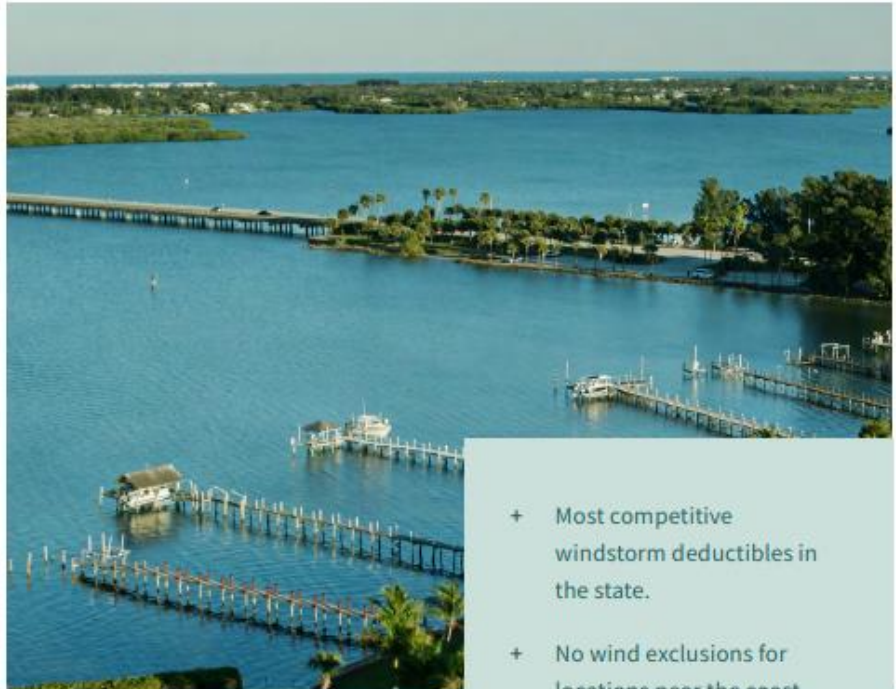
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BROWN & BROWN

Coverage Advantages

+ **SUPERIOR WINDSTORM COVERAGE:** While other risk pools exclude wharves, piers, docks, signs, antennas, and communication towers, our program provides wind coverage for these scheduled locations.

+ **PREFERRED PROPERTY PROGRAM** is a shared limit. The amount of limit purchased is determined annually. In our 22 years of operation and responding to numerous windstorm events, Preferred's total losses have never exceeded the shared limit purchased.



- + \$100,000 of Non Non-Monetary coverage for Injunctive Relief, EEOC, Public Records and Inverse Condemnation allegations.
- + Professional Liability offered on either claims made or occurrence form.
- + Cyber Liability limits up to \$2,000,000 for both 1st and 3rd party claims.
- + Available Limits up to \$10,000,000 on all liability lines.
- + Public Officials and Employment Practices liability with no aggregate limit.
- + Defense costs are outside of the limit of liability, deductible does not apply to defense.
- + Deadly Weapon protection coverage free of charge. Crisis Response provided by CrisisRisk, a leading national response firm.
- + Unmanned Aircraft (Drone) Liability coverage of \$500,000.

- + Most competitive windstorm deductibles in the state.
- + No wind exclusions for locations near the coast.
- + No additional premium charged for a single location or total site locations acquired or newly constructed during the year with values less than \$15,000,000.
- + Property in the open (PITO) coverage is provided up to 1,000 feet of an existing location with no valuation restrictions.
- + Blanket Inland Marine Coverage for individual equipment valued less than \$25,000.



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Insurance Coverage Review

Insured: _____

Policy Term Date: _____

Please advise if quotations for any coverage listed below are requested:

E = Exposure; C = Coverage through Brown & Brown; Q = Quote for Limited or Uncovered Exposure. Mark entire section CLIENT DECLINED QUOTE or DECLINED TO DISCUSS if applicable.

	E	C	Q
PROPERTY	Y/N	Y/N	Y/N
Buildings			
Business Personal Property			
Personal Property of Others			
Tenants Betterments & Improvements			
Business Income/Rental Income			
Extra Expense			
Leaseholders Interests			
Boiler & Machinery (Equipment Breakdown)			
Building Ordinance or Law:			
A. Loss to Undamaged Portion of Building			
B. Demolition Cost			
C. Increased Cost of Construction			
Earthquake			
Difference in Condition			
Flood (Primary)			
Flood (Excess)			
Wind			
Off Premises Power Interruption			
Overhead Transmission Lines			
Glass			
Spoilage			
AUTOMOBILE			
Auto Liability			
Auto Physical Damage			
Drive Other Car Liability			
Drive Other Car Physical Damage			
Hired/Non Owned Liability			
Hired Car Physical Damage			
PIP: Ext Additional, Broad			
Rental Reimbursement (Private Passenger)			
Rental Reimbursement (Commercial Vehicles)			
Uninsured Motorist			
Underinsured Motorist			
Garage Liability			
Garage Keepers Liability			
Garage Keepers Physical Damage			
Trucker's Liability			
Unladen Liability			
Trucker's Physical Damage			
Trailer Interchange			
CRIME			
Employee Dishonesty (1st Party)			
Employee Dishonesty (3rd Party)			
Computer Fraud/Funds Transfer			
Forgery or Alteration			
Social Engineering			
Money & Securities			
BONDS			
ERISA Bond			
Other Bonds			

	E	C	Q
LIABILITY	Y/N	Y/N	Y/N
General Liability			
Liquor Liability			
Employee Benefits Liability			
Errors or Omissions/Professional Liability			
Cyber Liability (1st Party)			
Cyber Liability (3rd Party)			
Intellectual Property			
Directors & Officers Liability			
Fiduciary Liability			
Employment Related Practices Liability			
Third Party Discrimination			
Owners/Contractors Protective Liability			
Pollution Liability (1st Party)			
Pollution Liability (3rd Party)			
Products Liability			
Product Recall			
Warehouse (or Bailee's) Legal Liability			
Watercraft Liability (Hull & P+I)			
Umbrella/Excess Liability			
INLAND MARINE			
Accounts Receivable			
Valuable Papers			
Bailee Coverage			
Computer/EDP			
Contractors Equipment			
Signs			
Installation Floater			
Mobile Equipment			
Rented/Leased Equipment			
Motor Truck Cargo			
Transit/Transportation			
Builders Risk / Course of Construction			
Ocean Cargo			
WORKERS COMPENSATION			
Workers Compensation			
Other States			
USL&H			
Jones Act			
Stop Gap Liability			
Excess Employers Liability			
AIRCRAFT			
Aviation - Owned/Non-Owned			
MISCELLANEOUS			
International/Foreign Exposures			
Kidnap & Ransom			
Travel Accident			
Credit Insurance			
Mold/Fungi			
EIFS			
Terrorism			
Subsidence/Sinkhole			

This list of insurance coverage is for information purposes only and is not meant to be a complete list for all your insurance needs. The above analysis is based solely on information provided by the client.

Insured Representative _____

Date - Place Completed with Insured _____

Brown & Brown Representative Signature _____

Rev. 07-01-23



In the event of differences, the policy will prevail.

BROWN & BROWN

Electronic Selection / Rejection Option Form

This is to comply with the Uniform Electronic Transactions Act. This will allow us to provide quality, consistent delivery of documents according to your preference.

Selection of Electronic Insurance Policy Delivery Option

I select the option to receive the following documents in connection with my insurance policy(ies) electronically.

I acknowledge I may no longer receive paper policies, auto identification cards and other supporting documents you have in connection with my insurance policies unless specifically requested by me.

Please initial here

Rejection of Electronic Delivery Option

I reject the option to receive my insurance policy(ies) and /or other supporting documents in connection with my insurance policy(ies) electronically for myself and all those covered under the policy.

I elect to receive paper copies of such documents.

Please initial here

Electronic Delivery Disclosure

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy(ies) to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to Brown & Brown of Florida, Inc., in the event that the address should change.

Insured Barefoot Bay Recreation District

Email Address to receive documents: _____

Duly Authorized Representative Name: _____

Date: _____



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BROWN & BROWN

Board of Trustees

Meeting Agenda Memo

Date: Thursday, September 14, 2023
Title: **Lien Recording Service Award of Contract**
Section & Item: 11.C
Department: Administration, Finance
Fiscal Impact: \$99
Contact: Charles Henley, Finance Manager
Attachments: Simplifile 2023 Master Service Agreement, BBRD Standard Contract Addendum (Simplifile Signed)
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Approval of the new Master Service Agreement for lien recording services with Simplifile LC

Background and Summary Information

The Lien Recording agreement with Simplifile LC expired July 26, 2023 due to the initiation of a \$99 annual fee. BBRD has utilized the services of Simplifile LC since July 26, 2017.

Staff did an online search for alternatives and consulted with various title companies and the Brevard County Clerk of Court and was unable to find a competitive alternative.

Item 8 (a) of the attached Master Service Agreement specifies an automatic renewal to the 1 year agreement with a 30-day written notice requirement for cancelation.

The BBRD Policy Manual requires that the Board of Trustees must approve and the Chair of the Board, or her/his designee, must execute contracts that exceed one year (1) in duration, including the renewal term or that exceed \$15,000.00 in value.

General Counsel Olsen has reviewed the Master Service Agreement and drafted the attached addendum executed by Simplifile LC.

Staff recommends BOT approval of the Master Service Agreement with Simplifile LC and authorize Chair Amoss to execute the agreement and addendum.

MASTER SERVICES AGREEMENT (MSA)

This Master Services Agreement (the "**Agreement**") is entered into and made effective as of July 26, 2023 (the "**Effective Date**"), by and between Simplifile LC, a Utah limited liability company located at 5072 North 300 West, Provo, Utah 84604 ("**Service Provider**"), and Barefoot Bay Recreation District, located at 625 Barefoot Blvd, Sebastian, Florida, 32976-7305 ("**Customer**") with respect to the facts set forth below. Throughout this Agreement, any reference to "Customer" shall include not only Customer but also any Affiliate, employee, contractor, manager, member, director, officer, shareholder, agent or representative of Customer; provided that as set forth in Section 2(d) below. Customer shall have no right to sub-subscribe any part of this Agreement to any party without the express written consent of Service Provider.

RECITALS

- A. Service Provider may provide, as part of the Customer Services, certain services. These services may be delivered through their web-based software applications and web-based services, which are considered Confidential Information of Service Provider, as that term is defined herein; and
- B. Customer recognizes and acknowledges that Service Provider's Confidential Information constitutes a valuable, special and unique asset and that the provisions of this Agreement are necessary to protect it; and
- C. Customer desires to obtain access to Service Provider's web-based software application and services pursuant to the terms and conditions of this Agreement; and
- D. Pursuant to the terms and conditions of this Agreement, Customer desires to subscribe the Right to Use from Service Provider and Service Provider desires to subscribe the Right to Use and the Customer Application to Customer under the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in exchange for their mutual covenants and promises contained herein, each intending to be legally bound hereby, and in consideration of the following mutual promises and covenants, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms shall have the meaning set forth herein.

- a. **Affiliate.** The term "**Affiliate**" shall mean any entity which directly or indirectly controls, or is controlled by, Customer. The term "control" as used herein means (1) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors; or (2) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities. Unless otherwise specified, the term Customer includes Affiliates.
- b. **Confidential Information.** The term "**Confidential Information**" shall mean this Agreement and all data, trade secrets, business information and other information of any kind and in whatever form whatsoever, including data developed or produced through access to Confidential Information that a party ("**Discloser**") discloses, in writing, orally, visually or in any other medium, to the other party ("**Recipient**") or to which Recipient obtains access and that relates to Discloser. A "writing" shall include an electronic transfer of information by e-mail, in written form over the Internet or otherwise. Information shall not be considered confidential to the extent that Recipient can establish by competent proof that it:
 - 1. Is publicly disclosed through no fault of Recipient, either before or after it becomes known to Recipient; or
 - 2. Was known to Recipient prior to the date of this Agreement, which knowledge was acquired independently and not from Discloser (or Discloser's employees); or
 - 3. Is subsequently disclosed to Recipient in good faith by a third party who has a right to make such disclosure; or
 - 4. Has been published by a third party as a matter of right.

In the event that Confidential Information is required to be disclosed by law or court order, in which event Recipient shall limit the same to the minimum required to comply with the law or court order, and prior to making such disclosure, where not prohibited, Recipient shall notify Discloser, not later than ten (10) days before the disclosure in order to allow Discloser to comment and/or to obtain a protective or other order, including extensions of time and the like, with respect to such disclosure.

- c. Customer Application. The term "**Customer Application**" shall mean any applications of Service Provider that allow the Customer to access Customer Services rendered by Service Provider under the terms of this Agreement.
- d. Customer Services. The term "**Customer Services**" shall mean any services provided by Service Provider pursuant to this Agreement, limited to those services selected by Customer in the applicable Service Addendum, which is attached to this Agreement and is incorporated herein by reference.
- e. Intellectual Property Right. The term "**Intellectual Property Right**" shall mean any patent, patent application, copyright, moral right, trade name, trademark, service mark, trade secret, and any applications or right to apply for registration therefor, internet domain names, logos, designs, slogans, and general intangibles of like nature, computer software programs or applications, tangible or intangible proprietary information, know-how, proprietary processes, formulae, algorithms, or any other intellectual property right, whether registered or unregistered, and whether first created before or after the effective date of this Agreement that is owned by Service Provider.
- f. Right to Use. The term "**Right to Use**" shall mean Customer's collective right to use the Customer Application and the Customer Services.

2. Grant of Right to Use; Intellectual Property Rights.

- a. Grant of Right to Use. Subject to the terms and conditions of this Agreement, and in consideration of Customer's payment of all applicable fees set forth in Section 3 below, Service Provider grants to Customer a non-subscribable, nonexclusive, nontransferable right to internally use and access the Customer Services vis-à-vis the Customer Application solely for Customer's business operations as referenced in this Agreement during the term of this Agreement.
- b. Retention of Rights. As between the parties, Service Provider retains all right, title, and interest to all Intellectual Property Rights in its Customer Application and the Customer Services, and any copies thereof. Customer shall only be entitled to use the Right to Use as specified herein. Nothing in this Agreement grants Customer any right, title, license or interest in or relating to the source code of the Customer Application. Any third-party software embedded, included or otherwise provided by Service Provider for use with the Customer Application may only be used in conjunction with such Customer Application.
- c. Maintenance of Intellectual Property Rights; Protection of Customer Application. Customer shall not (nor shall it allow any third party to: (i) reverse engineer, decompile, translate, disassemble or attempt to discover any source code or underlying ideas or algorithms of any part or all of the Customer Application (except to the extent such restriction is prohibited by applicable local law in order to obtain interoperability), (ii) sell, lease, lend, disclose, or use for timesharing or service bureau purposes any part or all of the Customer Application, (iii) use, provide, or allow others to use the Customer Application for the benefit of any third party, or (iv) except as otherwise set forth in this Agreement reset or disable the Customer Application.
- d. Sub-Subscribing Prohibited. Customer shall have no right to subscribe or sub-subscribe any of the foregoing to any party with respect to the rights conferred upon Customer under this Agreement without the express written consent of Service Provider.
- e. No Other Right to Use. This Agreement confers no additional rights to use or other rights by implication, estoppel, or otherwise under any patent applications or patents of Service Provider other than the Right to Use regardless of whether such patents are dominant or subordinate to the Right to Use.

3. Right to Use Fees. Customer agrees to pay the following fees and costs to Service Provider in exchange for the Right to Use:

- a. Fees. Customer shall pay to Service Provider those fees (the "**Fees**") for those services set forth in the applicable Service Addendum, as amended or added to.
- b. Payment of Fees and Taxes. Customer agrees to pay the Fees set forth in the applicable Service Addendum, as amended or added to. Service Provider reserves the right to suspend its service to Customer upon two (2) days' notice to Customer if Customer's account becomes delinquent (meaning, any payment of Fees set forth in an Invoice is not paid within the time frame set forth in the applicable Service Addendum, as amended or added to). Customer agrees that it shall be liable for all costs of collection of any delinquency, including collection agency fees, reasonable attorney's fees, and court costs. The parties acknowledge that Customer may be subject to certain sales, use or other taxes. As such, the parties agree and acknowledge that the Service Provider's fees listed herein have been quoted exclusive of all sales, use or other taxes assessed directly on the Customer Services and/or the use of the Customer Application, as the case may be, and any attendant services rendered to Customer. Therefore, Customer agrees to pay to Service Provider all taxes, fees, duties, licenses, tariffs, and levies imposed directly by a governmental entity upon the provision of Customer Services or the use of the Customer Application or any services provided herein by Service Provider to Customer.

- c. Disputed Charges. If Customer disputes in good faith any amount, or portion of any amount included on an invoice, Customer may withhold such disputed amount, but agrees to pay any undisputed amount(s) in accordance with the terms of this Agreement and/or the applicable Service Addendum. The parties shall work together in good faith to resolve any such disputes prior to resorting to any dispute resolutions mechanisms.

4. Ownership.

- a. Ownership by Service Provider. Service Provider retains all rights, title and interest in and to the Customer Services and the Customer Application as delivered by Service Provider to Customer hereunder, along with all updates, modifications or improvements and all documentation related thereto and all intellectual property rights embodied in any of the foregoing.
- b. Service Provider Trademark Ownership. Customer acknowledges that Service Provider owns or holds exclusive rights in and to any and/or all of its Intellectual Property Rights. As such, without the express written consent of Service Provider, Customer will not use any Intellectual Property Rights as part of any of its product, service, domain, sub-domain or company names and will not take nor authorize any action inconsistent with Service Provider's exclusive trademark rights during the term of this Agreement or thereafter. Nothing in this Agreement grants Customer ownership or any rights in or to use the Intellectual Property Rights. Subject to Customer's rights under and except as otherwise set forth in this Agreement, Service Provider will have the exclusive right to own, use, hold, apply for registration for, and register its Intellectual Property Rights during the term of this Agreement and after the expiration or termination of this Agreement, in any country worldwide. Customer shall not use any brands or trademarks to identify any component of the Right to Use other than those designated by Service Provider.

5. Indemnification. Customer hereby agrees to indemnify, defend and hold harmless Service Provider and any Affiliate of Service Provider (collectively, the "**Indemnitees**") from and against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees and costs, arising from claims asserted by third parties ("**Claim**"), that arise out of or relate to (a) Customer's or Customer's Affiliates' (collectively, the "**Indemnitors**") misuse of any part of the Right to Use, (b) Indemnitors' transactions with third parties or the operation of their respective businesses, (c) the negligent or willful acts or omissions of an Indemnitor; and/or (d) any and all liabilities resulting from use of any part of the Right to Use; except to the extent any Claim arises out of any negligent action, or failure to act, by Service Provider or Service Provider's breach of any law or regulation, or breach of this Agreement by Service Provider. An Indemnitor shall not enter into any settlement of such Claims that admits liability on behalf of Service Provider without Service Provider's prior written consent, which consent shall not be unreasonably withheld or denied. Indemnitees, at their expense, shall have the right to retain separate independent counsel to assist in defending any such Claims. In the event Customer fails to promptly indemnify and defend such Claims and/or pay Indemnitees' expenses as provided above, Indemnitees shall have the right to defend themselves, and in that case, Customer shall reimburse Indemnitees for all of their reasonable attorney's fees, costs and damages incurred in settling or defending such Claims.

Service Provider agrees to indemnify and pay all costs to defend the Customer in the event the Customer is named as a defendant in any claim by a third party pertaining to the Right to Use or any alleged infringement of any patent, trademarks, service mark, logo or copyrights or related rights of a third party which are protected under law and that would materially affect the Right to Use. In any such case, in which Customer is named, Customer shall provide prompt notice to Service Provider of such.

6. Limited Warranty; Limitation of Liability.

- a. Limited Warranty. OTHER THAN THE WARRANTIES ALREADY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER MAKES NO OTHER WARRANTIES CONCERNING THE RIGHT TO USE OR ANY OTHER MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE, AND SERVICE PROVIDER DISCLAIMS ALL SUCH EXPRESS OR IMPLIED WARRANTIES. SERVICE PROVIDER MAKES NO WARRANTY OR REPRESENTATION AS TO THE VALIDITY OR SCOPE OF RIGHT TO USE, OR THAT SAID RIGHT TO USE WILL BE FREE FROM AN INFRINGEMENT ON PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR THAT NO THIRD PARTIES ARE IN ANY WAY INFRINGING UPON ANY RIGHTS INCLUDED IN THE RIGHT TO USE COVERED BY THIS AGREEMENT. FURTHER, SERVICE PROVIDER HAS MADE NO INVESTIGATION AND MAKES NO REPRESENTATION THAT THE RIGHT TO USE IS SUITABLE FOR CUSTOMER'S PURPOSES.
- b. Limitation of Damages. EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE PROVIDER OR SERVICE PROVIDER'S PERSONNEL ARISING OUT OF SERVICE PROVIDER'S OBLIGATIONS AS SET FORTH IN THIS AGREEMENT OR SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 5 ABOVE, AS TO WHICH THE FOLLOWING LIMITATIONS DO NOT APPLY, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION,

DAMAGES FOR LOSS OF PROFITS OR EXPECTED SAVINGS OR OTHER ECONOMIC LOSSES, OR FOR INJURY TO PERSONS OR PROPERTY) IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER.

- c. Limitation of Liability. IN ADDITION, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE PROVIDER OR SERVICE PROVIDER'S PERSONNEL ARISING OUT OF SERVICE PROVIDER'S OBLIGATIONS AS SET FORTH IN THIS AGREEMENT OR SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 5 ABOVE, THE CUMULATIVE LIABILITY OF SERVICE PROVIDER AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, ATTORNEYS OR AGENTS FOR DAMAGES FOR CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WILL NOT EXCEED ONE-HUNDRED PERCENT (100%) OF THE FEES PAID, BY CUSTOMER FOR THE MOST RECENT 12 MONTHS AS DETERMINED BY SERVICE PROVIDER, FOR THE RIGHT TO USE AND RELATED SERVICES UNDER THIS AGREEMENT.

THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION C6(c) SHALL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND AND ON ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER GROUNDS, AND REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Notwithstanding anything to the contrary in any Service Addendum or any other documents or agreements exchanged between the parties, this Section 6 sets forth the only limitation of liability in effect between the parties.

7. Confidentiality.

- a. Treatment of Confidential Information. The parties agree that during the term of this Agreement, and for a period of five (5) years after this Agreement expires or terminates, any Recipient (as that term is defined in Section 1(b) above) receiving Confidential Information of the Discloser (as that term is defined in Section 1(b) above) will maintain in confidence such Confidential Information to the same extent such party maintains its own proprietary information; not disclose such Confidential Information to any third party without the prior written consent of the other party; and not use such Confidential Information for any purpose except those permitted by this Agreement; provided that Service Provider may use Customer's Confidential Information provided such Confidential Information is aggregated and anonymized or as necessary in the performance of Service Providers services for the benefit of the Customer as set forth in this Agreement. Service Provider agrees that Customer and its subcontractors shall be permitted to disclose information that relates to the subject matter claimed in the Right to Use in connection with the exercise of the rights included in the Right to Use hereunder by Service Provider to Customer as long as the disclosure of such information is protected under written obligations of confidentiality which are at least as restrictive as those contained in this Agreement. A "third party" shall not include (1) Affiliates of Customer; (2) Recipient's employees or officers; (3) Affiliates of Recipient, its independent contractors at any level, agents and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section 7(a), evidence of which shall be provided to Customer upon request; and (4) as required by law or as otherwise expressly permitted by this Agreement. Upon expiration or termination of this Agreement for any reason, Recipient shall promptly return to Discloser, at Discloser's election, all Confidential Information in the possession of Recipient, subject to and in accordance with the terms and provisions of this Agreement; provided, however, that no party shall be obligated to provide the other party with any information that the party can show it independently developed.
- b. Non-Disclosure of Confidential Information. A Recipient shall take reasonable steps to prevent unauthorized disclosure or use of Discloser's Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons. Recipient shall not disclose Confidential Information of Discloser to any person or entity other than its employees, contractors and consultants who need access to such Confidential Information in order to effectuate the intent of this Agreement and who have entered into confidentiality agreements which protect the Confidential Information of Discloser sufficient to enable Recipient to comply with this Section 7(b). Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Discloser's Confidential Information. Recipient agrees to assist Discloser to remedy such unauthorized use or disclosure of its Confidential Information. It is understood that Service Provider shall have the right to use information relating to any statements of errors and other error reports in connection with its products and services, including without limitation for purposes of modifying its products and resolving problems with other customers and developers; provided that Service Provider will treat the identity of Customer as the source of the respective error report as Confidential Information of Customer in accordance with this Section 7(b).
- c. Notice of Action Affecting Confidential Information. To the extent legally permitted, Recipient shall notify Discloser of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. Nothing in this Section 7(c) shall require any notice or other action by Recipient in connection with requests or demands for Confidential Information by

bank external examiners, regulators or others with lawful enforcement and oversight powers with respect to Recipient or its Affiliates.

- d. Use of Logos; Disclosure of Relationship. Without the prior written approval of the other party hereto, neither party shall issue any media releases, public announcements and public disclosures, relating to this Agreement or use the name or logo of the other party, including, without limitation, in promotional or marketing material or on a list of customers, provided that nothing in this paragraph shall restrict any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party.
- e. Confidential Information Property of Discloser. All Confidential Information disclosed by a Discloser and any results of processing such Confidential Information or derived in any way therefrom shall at all times remain the property of Discloser. The Recipient shall have responsibility for and bear all risk of loss or damage to Confidential Information and damages resulting from improper or inaccurate processing of such data arising from the gross negligence or willful misconduct of the Recipient, its representatives, Affiliates or subcontractors.
- f. Protection of Confidential Information. During the course of performance under this Agreement, a Recipient shall ensure adequate governance and risk assessment processes are in place to maintain controls over Confidential Information.
- g. Virus/Malicious Code Prevention. Service Provider shall use the latest, commercially available virus and malicious code detection and protection products on all workstations and servers used to provide goods and services to Customer; and shall report all occurrences of viruses and malicious code that are not successfully resolved by deployed detection and protection measures on any workstation or server used to provide goods or services to Customer as soon as possible after discovery.

Service Provider shall promptly notify Customer if it becomes the subject of any regulatory or other investigation or of any government or other enforcement or private proceeding relating to its data handling practices.

8. Term and Termination.

- a. Term. Unless terminated early in accordance with the provisions of Sections 8(b) or 8(c), this Agreement shall take effect on the Effective Date and shall continue in effect for one (1) year, subject to an automatic renewal unless either party gives written termination notice to the other party thirty (30) days prior to the anniversary date of the Effective Date. Should the Agreement automatically renew, (i) it will renew under the same terms unless Service Provider provides Customer with notice of any changes to the current terms and (ii) it will renew at Service Provider's then-current standard pricing, provided Service Provider provides notice of any such changes to the terms and the then-current standard pricing to Customer at least sixty (60) days before the end of the relevant Term.
- b. Termination by Customer. Customer may terminate this Agreement for any reason. Upon termination, Customer agrees to cease use of the Customer Application and Customer Services and pay all outstanding Fees in total.
- c. Termination by Service Provider. Service Provider may terminate this Agreement as follows:
 - 1. If Customer does not make a payment due hereunder and fails to cure such non-payment within ten (10) days after the date of notice in writing of such non-payment by Service Provider;
 - 2. If Customer defaults in its indemnification obligations under Section 5;
 - 3. If Customer becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it. Such termination shall be effective immediately upon Service Provider giving written notice to Customer;
 - 4. If, in the reasonable opinion of Service Provider, Customer (i) takes any action, or fails to act, that will likely cause substantial financial harm or substantial injury to the reputation of Service Provider, or (ii) engages in any willful violation of any law, rule or regulation applicable to Customer's duties hereunder, or material breach of any provision of this Agreement.
 - 5. Except as provided in subparagraphs (1)–(4) above, if Customer defaults in the performance of any obligations under this Agreement and the default has not been remedied within thirty (30) days after the date of notice in writing of such default by Service Provider.
- d. Rights Upon Expiration or Termination. Upon the termination or expiration of this Agreement, neither party shall have any further rights or obligations except the provisions of this Agreement relating to intellectual property ownership, disclaimers of

warranties, indemnities, limitations of liability and confidentiality, together with such other provisions that by their nature should reasonably be intended to survive, will survive any termination or expiration of this Agreement.

- e. Suspension of Rights. Service Provider may elect to suspend service to Customer, rather than terminate this Agreement, at Service Provider's sole election, for Customer's failure to make a payment due hereunder coupled with Customer's failure to cure such non-payment within ten (10) days after the date of notice in writing of such non-payment by Service Provider. Such suspension may be lifted at any time at the discretion of Service Provider; however, once all past due payments hereunder have been brought current, Service Provider shall lift the suspension immediately.

9. Assignment; Successors.

- a. Assignment. This Agreement may not be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise) by Customer without the prior written consent of Service Provider which shall not be unreasonably withheld; provided however that Customer may, without such consent, assign this Agreement and its rights and obligations hereunder to an Affiliate or in connection with the transfer or sale of all of its business, or in the event of its merger, consolidation, change in control, or other similar transaction. Any and all other assignments of this Agreement or any rights granted hereunder by Customer without the prior written consent of Service Provider are void.
- b. Binding Upon Successors and Assigns. Subject to the limitations on assignment herein, this Agreement shall be binding upon and inure to the benefit of any successors in interest and assigns of Service Provider and Customer. Any such successor or assignee of Customer's interest shall expressly assume in writing the performance of all the terms and conditions of this Agreement to be performed by Customer and such written assumption shall be delivered to Service Provider as a condition to Service Provider's agreement to consent to any such assignment.

10. General Provisions.

- a. Unauthorized Practice of Law. In order to protect the parties from charges that a party has engaged in the unauthorized practice of law in the course of performing its obligations hereunder, Customer agrees not to use the Customer Services to prepare mortgages, deeds of trust, promissory notes, deeds, or other documents affecting title to real property or other documents and disclosures in states where Customer is prohibited from doing so. Notwithstanding the foregoing, if applicable state law permits Customer to prepare such documents and disclosures so long as a licensed attorney reviews and approves such documents and disclosures, then Customer may use the Customer Services to prepare such documents and disclosures provided they are reviewed and approved by an attorney licensed in that jurisdiction. **CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS USE OF THE CUSTOMER SERVICES, INCLUDING SERVICE PROVIDER'S DOCUMENT BUILDER SERVICES, IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.**
- b. Independent Contractors. The relationship between Service Provider and Customer is that of independent contractors. Service Provider and Customer are not joint venturers, partners, principal and agent, master and servant, employer or employee, and have no other relationship other than independent contracting parties. Service Provider and Customer shall have no power to bind or obligate each other in any manner, other than as is expressly set forth in this Agreement.
- c. Entire Agreement; Modification. This Agreement and all of the attached Addenda set forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. There shall be no amendments or modifications to this Agreement, except by a written document that is signed by both parties.
- d. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah without regard to the conflicts of laws principles thereof.
- e. Headings. The headings for each article and section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular article or section.
- f. Severability. Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, it shall be considered severed from this Agreement and shall not serve to invalidate the remaining provisions thereof. The parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by them when entering this Agreement may be realized.
- g. No Waiver. Any delay in enforcing a party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such party's rights to the future enforcement of its rights under this Agreement, excepting only as to an express written and signed waiver as to a particular matter for a particular period of time.

- h. Name. Whenever there has been an assignment by Customer as permitted by this Agreement, the term "Customer" as used in this Agreement shall also include and refer to, if appropriate, such assignee or subcontractor.
- i. Attorneys' Fees. In the event of a dispute between the parties hereto or in the event of any default hereunder, the party prevailing in the resolution of any such dispute or default shall be entitled to recover its reasonable attorneys' fees and other costs incurred in connection with resolving such dispute or default.
- j. Force Majeure. Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by riot, fire, flood, earthquake, natural disaster, electronic virus, electronic attack or infiltration, internet disturbance, government act or other similar cause beyond such party's control.
- k. Notices. Any notices required by this Agreement shall be in writing, shall specifically refer to this Agreement and shall be forwarded to: (i) Customer using Primary Contact Person information as set out in the Simplifile Organization contact Information within the Customer Application and (ii) to Service Provider at the following address unless subsequently changed by written notice to Customer:

Simplifile LC
5072 North 300 West
Provo, Utah 84604
Attention: Legal Department
Email: legaldepartment-mortgagetechn@ice.com

- l. Terms of Use. The parties acknowledge that before any customer or other party accesses the Customer Services through the Customer Application, said customer or third party is agreeing to those Terms of Use of Service Provider set forth at Simplifile.com, which terms are incorporated into this Agreement by reference.

The parties have executed this Agreement by their duly authorized representatives as of the date set forth below. This Agreement may be signed electronically, by facsimile, and in counterparts.

SERVICE PROVIDER:

By:

Name: _____
Job title: _____
Date: July 26, 2023

CUSTOMER:

By:

Name: _____
Job title: _____
Date: July 26, 2023

eRecording Service Addendum

This eRecording Service Addendum (“**Addendum**”) is entered into and made effective as of August 09, 2023 (the “**Addendum Effective Date**”) and is incorporated into and forms a part of the Master Services Agreement entered into between the parties hereto (the “**Agreement**”). Capitalized words used but not defined in this Addendum have the meanings set forth in the Agreement.

The following services are available to the Customer hereunder at rates consistent with the Fees below:

Payment of Fees and Taxes. Customer agrees to pay Service Provider all Fees incurred hereunder and taxes due under Section 3(b) of the Agreement as follows: Service Provider shall invoice Customer an amount equal to the Fees earned and any applicable taxes paid by Service Provider in any given “Billing Cycle” as set forth in the Fees and Payment Terms grid below. Customer shall pay each invoice within the “Payment Term” as set forth in the Fees and Payment Terms grid below. Each invoice shall be sent to Customer using the Primary Contact Person information as set out in the Simplifile Organization contact information within the Customer Application. Each invoice shall be paid in full by the “Date of Delinquency” as set forth in the Fees and Payment terms grid below. If Customer fails to pay an invoice by the “Date of Delinquency”, interest will be charged on any past due balances at an annualized rate of eighteen percent (18%) (1.5% per month) or the maximum allowed by law, whichever is less, beginning immediately thereafter.

The payment of fees will be made to Service Provider’s account and Customer authorizes Service Provider to create and/or process such payments as either (a) Automated Clearing House (“ACH”) transactions, (b) captured check images and check data as substitute checks or remotely created checks, whether physical or electronic form, as may be applicable for further clearing through any other financial institution, clearinghouse, or Federal Reserve Bank (“E-Check”), or (c) through other means such as wire, ACH push, paper check, credit card or any other as pre-approved by Service Provider.

Notwithstanding anything in the Agreement to the contrary, Service Provider shall have the right to disable and deny access to the account of the Customer due to Customer’s material breach of the Agreement (which will include, without limitation, failure to make payment by the dates and times set forth in this Addendum).

Customer’s Electronic Recording Requirements. Customer’s (and Customer’s Affiliate’s) use of the System shall be subject to the following additional requirements:

- (a) **Legal Compliance.** Customer is responsible for the legality and recordability of all documents submitted through Service Provider. Transaction logs of package submission details will be made available to the Receiver at the time a document is presented for recording and such audit logs will be made available for downloading to both the Receiver and Customer.
- (b) **Original Documents.** Customer warrants that any document submitted into the System for recording is a true, exact, complete and unaltered copy of the originating paper document or electronic document. Service Provider and the Receivers shall be entitled to rely on such warranty for all purposes. Customer shall not submit any document for electronic recording through the System that is not an original document.

Publicly Recorded Data. Customer acknowledges that (1) either Service Provider may provide recorded data filed through the Customer Application to third parties associated with a transaction and (2) that such recorded data does not consist of nor contain Confidential Information as they are publicly filed by permission of Customer.

FEES AND PAYMENT TERMS

Services	Description	System Costs ("Fees")
Year 1 License and Support (per physical location)	License fee - year 1	\$.00 per license
Annual Renewal of a Current License System and Support (per physical location)	License fee Renewal	\$99.00 per license
Document Submission Fees	Submission fee for each document recorded using the System.	\$2.25 per document
Training	Fees for web, phone based or on-site training to Customer.	Web and phone based: \$0 Onsite: Quoted upon request
Submission Fees Billing Cycle	Frequency receiving an invoice for submission fees earned by the Service Provider.	Monthly
Recording Fees Billing Cycle	Frequency receiving an invoice for recording fees earned by the Service Provider.	Monthly
Payment Term	The maximum time to remit and Service	Net 1

	Provider to receive payment for the invoiced fees.	
Date of Delinquency	The date upon which an interest rate will be applied to any unpaid balance.	5 days after the expiration of the Payment Term due date.
Dishonored charges fees	Processing fee for payments.	\$25 per item
Receiver fees, if any. (recording, taxes, non- conforming, eRecording, rejection, etc.)	Any/all additional fees charged by others for eRecording processing.	Exact cost only. Service Provider does not control or add to receiver fees, if any. Document Submission quoted exclusive of these fees.
Other fees, if any, (sales, use, or other taxes)	Taxes that may be assessed against either the Customer Services or the sale of the Customer Application.	Exact cost only. Service Provider does not control or add to these fees. Document Submission Fee is quoted exclusive of these fees.

The parties have executed this Addendum by their duly authorized representatives as of the date set forth below. This Addendum may be signed electronically, by facsimile, and in counterparts.

Accepted by _____ on July 26, 2023 3:16 PM

BAREFOOT BAY RECREATION DISTRICT
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this 14th day of August, 2023, by and between the **BAREFOOT BAY RECREATION DISTRICT**, a special district of the State of Florida (hereinafter the "District" or "BBRD"), and Simplifile LC, a Utah limited liability company (hereinafter referred to as "Contractor"), concerning that certain agreement entitled Master Services Agreement, dated the 26th day of June, 2023 (hereinafter referred to as the "Agreement").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 287.05701, Fla. Stat., provides that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the District within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**DISTRICT CLERK
625 BAREFOOT BLVD.,
BUILDING A, BAREFOOT BAY, FL 32976;
772-664-3141;
records@bbrd.org**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the District harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by District specified in the Agreement shall not be construed as a waiver of District's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by District in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. District's performance and obligation to pay under this Agreement is contingent upon an appropriation during the District's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the District Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the District subject to the District paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with District for goods or services of any amount may be terminated at the option of District if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of District if the company is found to have submitted a false certification, has been placed

on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Responsible Vendor Determination. Contractor is hereby notified that Section 287.05701, Fla. Stat., requires that the District may not request documentation of or consider a Contractor's social, political, or ideological interests when determining if the Contractor is a responsible vendor.

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:



Print Name: Gregory Yeager

Title: Vice President

Company: Simplifile LC

BAREFOOT BAY RECREATION DISTRICT

Print Name: _____

Board of Trustees

Date:

Title:

Section & Item:

Department:

Fiscal Impact:

Contact:

Attachments:

Reviewed by General Counsel:

Approved by:

Meeting Agenda Memo

Thursday, September 14, 2023

FY25 Budget Development Calendar

11.D

Administration

N/A

Kent Cichon, Community Manager

FY25 Budget Development Calendar

N/A

Kent Cichon, Community Manager



Requested Action by BOT

Review the proposed FY25 Budget Development Calendar and confirm the selected dates and times.

Background and Summary Information

The FY25 Budget Development Calendar is provided for transparency purposes and to encourage greater resident participation in the process prior to the adoption of the assessment rate and budget in June. The proposed process for the development, review, and adoption of the FY25 Budget includes the following:

- Solicitation of new R&M/capital project ideas or changes from the community and individual Trustees during mid- October to early November 2023
- Budget Kick-off/Town hall meeting in mid-October 2023
- Budget Development Review/Townhall Meeting in late January 2024
- Presentation of the FY25 Proposed Budget (including the Five-Year Capital Improvement and Project Plan) in mid-March 2024
- BOT FY25 Budget Workshops in March, April, and, if needed, May 2024
- A window (situated within BOT Budget workshops) allowing time for a possible request to go above CPI for critical needs, emergency contingencies, or unfunded mandates to be considered by the Brevard County Board of County Commissioners.

While all dates and times can be changed by the BOT, staff requests the BOT choose from the list of openings below for the Budget Development Review/Townhall Meeting and give a consensus on the FY25 Budget Development Calendar as attached.

Choices include:

Budget Development Review/Townhall Meeting (select one date/time)

- Thursday, January 18th at 9 am in Bldg. D/E
- Thursday, January 25th at 6 pm in Bldg. D/E (staff's recommended date/time)

FY25 Budget Development Calendar

BUDGET KICK-OFF/TOWNHALL MEETING (Currently Scheduled)

Tuesday, 10/17/23 6-9pm

BUDGET DEVELOPMENT REVIEW/TOWNHALL MEETING

Thursday, 1/25/24 6-9pm

BUDGET WORKSHOP DATES

Tuesday, 3/19/24 6-8pm

Tuesday, 4/2/24 9-11am

Thursday, 4/18/24 9-11am

Tuesday, 5/7/24 6-8pm

BUDGET MAILOUT MEETING

Tuesday, 5/28/24 1-3pm

PUBLISH NOTICE OF PUBLIC HEARING (must be 21 days before hearing)

Tuesday, 6/4/24

BUDGET ADOPTION MEETING

Tuesday, 6/25/24 1-3pm

DEADLINE TO CERTIFY THE NON-AD VALOREM ASSESSMENT ROLL TO BREVARD COUNTY TAX COLLECTOR

Sunday, 9/15/24

CURRENT FISCAL YEAR ENDS

Monday, 9/30/24

NEW FISCAL YEAR BEGINS

Tuesday, 10/1/24



Barefoot Bay Recreation District

625 Barefoot Boulevard
Administration Building
Barefoot Bay, FL 32976-9233

Phone 772-664-3141
www.bbrd.org

Memo To: Board of Trustees

From: Kent A. Cichon, Community Manager

Date: September 14, 2023

Subject: Manager's Report

Resident Relations

ARCC Meeting 8/15/2023

- 1 Old Business – approved
- 21 Consent Permits – approved
- 8 Other Permits – approved

ARCC Meeting 8/29/2023

- 3 Old Business – approved
- 11 Consent Permits – approved
- 12 Other Permits – 10 approved, 2 tabled

VC Meeting 8/11/2023

- 22 Cases – came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 9 Cases – found to be in violation

VC Meeting 8/25/2023

- 17 Cases – came into compliance prior to the meeting
- 6 Cases – found to be in violation

Food & Beverage

- Tonight's Rustic Roast in Building A pays homage to Jimmy Buffet and his fun, easy style with a menu of cheeseburgers in paradise, the turkey beach club, and ahi tuna nachos. Wear your tropical shirt, because there will be booze in the blender and Jimmy Buffet favorites will be playing all night.

Food & Beverage (continued)

- A grand opening is planned for Thursday, October 26th to officially celebrate the opening of the Cabana Bay bar and reopening of Pool #1 with a ribbon cutting ceremony at 4pm. After the ceremony, there will be a light appetizer buffet, and the Allen Wronko band will play on the Lake Side Stage until 7:30pm.

Property Services

- Pools
 - Completed painting the deck of Pool #1
 - Completed sealing the pavers of Pool #1
 - Completed the final preparations for the opening of Pool #1
 - Solicited bids for the reconstruction of the ADA ramp and shower stall entrance floor of Pool #1
 - Ordered fence materials and solicited bids for the construction of a concrete surface for the new smoking section of Pool #1
 - Replaced safety rings at Pool #1
 - Addressed ADA lift issues at Pool #1 & #2
 - Investigated the vacuum pressure issue for Pool #3 and replaced the main pump
- Began preparations for painting of the Lounge
- Repaired loose boards on the Beach walkover
- Serviced all fire extinguishers
- Serviced all AC units
- Explored alternative materials for replacement ceiling tiles in the 19th Hole

Golf-Pro Shop

- Sod replacement of only severely damaged areas on several greens to commence the week of September 11th as recommended by Brightview
- A revised fees & charges schedule will be effective October 1, 2023
 - The FY24 season new and renewal memberships will be accepted
 - Applications may be picked up after September 20, 2023 and will not be accepted prior to October 1, 2023
 - Please remember to bring in your BBRD ID badge
 - Provide updated insurance paperwork if a trail fee is being added
 - Contact the Pro Shop with questions at 772-664-3174