



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
August 24, 2021 at 7:00 PM
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
 - A. August 13, 2021 BOT Meeting minutes
- 6. Treasurer's Report**
 - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
 - A. Discussion of COVID-19 Precautions
 - B. Steward Medical Group Proposed Ground Lease
 - C. Shopping Center Electrical Upgrades Approval of Agreement
 - Case No. 15-000310
 - D. 05-2017-CA-018583
 - 453 Egret Circle
 - Case No.: 18-000591
 - E. 05-2020-CA-052788
 - 1025 Wren Circle
- 9. New Business**
 - A. Shopping Center Lease Renewal: Sunshine Rental & Sales
 - B. Shopping Center Lease: NAIYA, Inc. d/b/a Barefoot Bay Food Store
 - C. Authorization of Certificate to Non-Ad Valorem Assessment Roll for FY2021/22 and Resolution
 - D. Liability & Workers' Compensation Insurance Award of Contract
 - E. Employee Insurance Renewals

- F. Selection of RFP Evaluation Committee Member for Building A Retaining Wall Repairs Project
- G. Selection of RFP Evaluation Committee Member for Golf Course Lake Bank Restoration Projects
- H. Discussion of Amending *Rules for the BOT*

10. Manager's Report

- A. Community Manager's Report

11. Attorney's Report

12. Incidental Trustee Remarks

13. 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



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

August 13, 2021

1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on August 13, 2021, 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 Mr. Grunow.

Roll Call

Present: Mr. Grunow, Mr. Nugent, Mr. Morrissey, Mr. Amoss, Mr. Maino. Also, present, John W. Coffey, ICMA-CM, Community Manager, Stephanie Brown, District Clerk, Rich Armington, Resident Relations Manager, Matt Goetz, Property Services Manager, Kathy Mendes, Food & Beverage Manager and Ernie Cruz, Golf Operations Manager.

Presentations and Proclamations

Chairman Maino presented the Employee Incentive Award to Ms. Tammy Mitchell (Golf-Pro Shop).

Approval of Minutes

Mr. Morrissey made a motion to approve BOT and Quarterly Townhall minutes dated July 9, 2021. Second by Mr. Amoss. Motion passed unanimously.

Treasurer's Report

Mr. Grunow made a motion to approve the Treasurer's Report for August 13, 2021, as read. Second by Mr. Morrissey. Motion passed.

Audience Participation

None.



BAREFOOT BAY RECREATION DISTRICT

Unfinished Business

Resolution 2021-12: Reclassification of Land Lease Parcel

Resolution 2021-12 Read by Mr. Repperger:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; REMOVING A PUBLIC PARK DESIGNATION FROM PARK PARCEL NO. 1 AS IDENTIFIED IN BAREFOOT BAY RECREATION DISTRICT RESOLUTION 97-1 AND RECLASSIFYING PARK PARCEL NO. 1 AS SUITABLE FOR COMMERCIAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

Mr. Nugent made a motion to accept Resolution 2021-12 as read. Second by Mr. Grunow. Motion passed unanimously.

Steward Medical Group Proposed Ground Lease

Mr. Amoss made a motion to table the item until the August 24, 2021, BOT Meeting. Second by Mr. Morrissey. Motion passed unanimously.

Discussion Regarding BBRD Trustee Term Lengths and Election Cycle

Mr. Grunow gave reasoning for proposing a term length changes, along with an overview of the meeting between General Counsel Repperger, Mr. Grunow and Representative Fine. Mr. Grunow stated Mr. Fine supported 5-member board with 3-year terms with term limit max of 6 years. General Counsel Repperger explained the process required to get new term lengths approved, and how terms the would be staggered. Mr. Maino and Mr. Grunow spoke in favor in moving forward with the term length change process. Mr. Morrissey asked about the cost of the process. Mr. Repperger responded that he was not sure of the charge for a referendum. Mr. Coffey responded that the costs depend on where the question falls on the ballot (if another page will be required). Mr. Nugent and Mr. Amoss also spoke in favor of 3-year terms.

Mr. Grunow made a motion to move forward with alternative 1 proposed draft 2022 local bill to increase the length of terms and stagger the election cycle for members of the Board of Trustees. Second by Mr. Nugent. Motion passed unanimously.

New Business

DOR Violations

Resident request to appeal ARCC denial.

Mr. Armington presented a resident request for an ARCC denial and gave an overview of the issue.

Mr. Grunow made a motion to uphold the ARCC denial. Second by Mr. Nugent. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

DOR Violation 21-001026 551 Marlin Circle

BOT took no action

Use of Common Area: Valley National Bank Request

Request withdrawn.

Discussion of Calling a Referendum Election to Increase the Charter Spending Authority.

Consensus of the BOT to move the agenda item to the October 28 2021, Townhall Meeting.

Shopping Center Leases – Shaw Medical Group-CVO

Staff recommends the BOT: **(1)** Rescind its action taken on June 22, 2021, authorizing the lease of Building 1, Suite 6 by Shaw Medical Group; **(2)** Authorize an amendment to the current lease with the CVO to exchange its current leased space for Building 1, Suite 6; **(3)** Authorize an amendment to the current lease with Shaw Medical Group to add Building 1, Suite 5, and part of Suite 4; and **(4)** Authorize the Chairman to execute the amended agreements when drafted.

Mr. Grunow made a motion to Rescind its action taken on June 22, 2021, authorizing the lease of Building 1, Suite 6 by Shaw Medical Group; (2) Authorize an amendment to the current lease with the CVO to exchange its current leased space for Building 1, Suite 6; (3) Authorize an amendment to the current lease with Shaw Medical Group to add Building 1, Suite 5, and part of Suite 4; and (4) Authorize the Chairman to execute the amended agreements when drafted, Contingent upon the verification that it does not affect the Letter of Intent with Shaw Medical. Second by Mr. Nugent. Motion passed unanimously.

Discussion of New COVID-19 Restrictions

Mr. Grunow expressed his concern regarding the rise in COVID-19 cases in recent weeks and wanted to have a discussion if restrictions to be in place.

BOT consensus to not impose any restrictions at this time and revisit on the next BOT meeting.

Policy Manual Amendments

Resolution 2021-11 Read by Mr. Repperger:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF A REVISION TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH MAY 14, 2021; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

Mr. Grunow made a motion to accept Resolution 2021-11 as read. Second by Mr. Nugent. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Softball Field Shed Replacement

Staff recommends the BOT award a contract to ShedMovers in the amount of \$8,250.00 for the procurement and placement of a 12' x 24' shed at the Softball field.

Mr. Amoss made a motion to award a contract to ShedMovers in the amount of \$8,250.00 for the procurement and placement of a 12' x 24' shed at the Softball field. Second by Mr. Morrissey. Motion passed unanimously.

Lounge HVAC Replacement Award of Contract Confirmation

Staff recommends BOT confirm the Community Manager's award of contract to Next Generation for the replacement of two HVAC units at the Lounge in the amount of \$11,272.00.

Mr. Nugent made a motion to confirm the Community Manager's award of contract to Next Generation for the replacement of two HVAC units at the Lounge in the amount of \$11,272.00. Second by Mr. Morrissey. Motion passed unanimously.

Donation Acceptance Confirmation

Staff recommends the BOT confirm the Community Manager's acceptance of the donation of \$40 from Ms. Lynch for a foxtail palm tree.

Mr. Grunow made a motion to confirm the Community Manager's acceptance of the donation of \$40 from Ms. Lynch for a foxtail palm tree. Second by Mr. Morrissey. Motion passed unanimously.

Out of State Travel Authorization Confirmation

Staff recommends the BOT confirm authorization out of state travel to inspect a model restroom trailer at an approximate cost of \$561.00.

Mr. Nugent made a motion to confirm authorization out of state travel to inspect a model restroom trailer at an approximate cost of \$561.00. Second by Mr. Morrissey. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Manager's Report

Resident Relations

ARCC Meeting 07/20/2021

- 2 old business permits: 1 approved and 1 tabled (permit package was incomplete)
- 7 consent permits: all approved
- 8 other permits: 4 approved, 3 tabled, and 1 denied

ARCC Meeting 08/03/2021

- 5 old business permits: 4 approved and 1 tabled (permit package was incomplete)
- 16 consent permits: all approved
- 9 other permits: 8 approved and 1 denied

Next ARCC Meeting 08/17/2021 (will be held in Building D/E at 9am)

- 21 cases are on the agenda:
 - 1 old Business
 - 7 consent Items
 - 13 other Items

VC Meeting 07/23/2021

- 29 cases were on the agenda
- 26 came into compliance before the meeting
- 2 were found in violation
- 1 was tabled as the owner is working with staff towards voluntary compliance

VC Meeting 08/13/2021 in Bldg. D/E at 10am

- 6 cases are on the agenda
- Meeting was canceled as the only remaining case has a homeowner in a unique personal situation and therefore was postponed to a future meeting.

Next Violations Committee Meeting

- Scheduled for August 27th in Bldg. D/E at 10am

Interesting Facts for July

55 homes sold

22 Orientations given with 41 residents in attendance

Food & Beverage

- **Friday Night Music** is now scheduled on the Lakeside stage back of the Lounge. During the month of August, the band will play from 6-9:30pm. However, starting in September the time is 7-10:30pm. Revised calendars are available in the usual locations and on the Food & Beverage Facebook page.
- **Coconut Island Event** update - Get lost for a three-hour tour and then some with TC and SASS on



BAREFOOT BAY RECREATION DISTRICT

August 21st from 5-10pm. We will have an island style buffet from 5-6pm. Tropical drink specials will add to the theme as well as the upbeat danceable music by TC and SASS. Have fun in our Jilligan's Island character contest for a chance to win a gift certificate. Tickets for the buffet are on sale at the Lounge, the 19th Hole and Administration. Flyers with all the details are posted. BTW, if anyone wonders why we are having a tropical island castaway party, please remember we do have a washed up boat at the entrance to the Community Center area!

19th Hole Walk In Cooler Project Update – Received final construction plans and will start soliciting bids.

Property Services

- Investigated and made repairs to the Micco RV Storage access gate
- Continued painting of the entrance walls on U.S. 1
- Made repairs to the gate on the fishing pier
- Source an air conditioning condensation leak at the convenience store
- Replaced broken benches at the shuffleboard courts
- Move boxes from the Administration Building to long-term storage
- Removed the railing at the end of the pier that has constantly been vandalized and replaced with cable
- Installed 2 oscillating fans on the back porch of the 19th Hole
- Replaced light switch at Pool #3 and pulled new wires
- Replaced umbrellas at Pool 3 with new green umbrellas
- Replaced light at the Softball Field
- Repaired the UV light treatment system at Pool #2
- Stripped and repainted AC grills in Building A and touched up paint in preparation of re-opening the building
- Repaired ceiling track in the C.O.P.'s Office
- Facilitated the replacement of HVAC units on the Lounge towers
- Purchased and installed shipping container at the West RV Storage lot for additional long-term storage capabilities
- Began retrofitting the shipping container to meet BBRD needs
- Repaired broken gate at the Beach and maintenance work on the irrigation system
- Re-piped the irrigation inlet pipe in the pump house near the Administration Building
- Replaced ceiling tiles at the 19th Hole
- Swapped out all the soap dispensers in BBRD
- Checked outlets at the stage in Building A
- Continued to solicit quotes and bids for FY21 projects

Golf-Pro Shop

- Course Closed for aerification
 - Monday, August 23rd Back nine and putting green
 - Tuesday, August 24th Front nine and range
- Irrigation Pumps shaft and rebuild of packing boxes (date of completion will be provided once pumps are inspected by vendor)
 - 1st Pump removed from property, repaired, and will be reinstalled on Monday, August 9th
 - 2nd Pump will be removed August 9th for same service and returned when complete
 - Watering schedules on course will be varied to ensure one pump can cycle all areas of course needing water



BAREFOOT BAY RECREATION DISTRICT

- Tournaments (Call the Pro Shop 664.3174 with questions or to sign-up)
 - Aug 14th Art Lane 95th Birthday Tournament
 - 8:30am Shotgun start
 - 4 person/1 club scramble
 - Sign up has begun
 - Aug 21st Friendship Tournament
 - 8:30am Shotgun start
 - Sign-up has begun
- Directional signs for Pro Shop: In progress
- Dividers installed in a few fleet carts for those concerned about COVID-19 resurgent

General Information

Building A Project Update:

- . **Platforms** - Staff received confirmation of the Brevard County Building Officials' refusal to reconsider his decision requiring construction of platforms around the hood exhaust pipes (building permit originally approved without platforms) and subsequently authorized the design of said platforms. Initial design was completed this week and final design is expected to be transmitted to the general contractor next week.
- a. **Kitchen equipment** - The kitchen equipment sub-contractor identified that worktables listed on the construction plans conflicted with the walk-in cooler entrance (walk-in cooler model listed in the construction plans was not available earlier in the year and an alternate was procured with a different entrance location). Staff met with the general contractor, kitchen design (sub-contractor of TLC), and kitchen sub-contractor on Friday August 6, 2021 to review the issue and agreed to a course of action of modifying worktable layout, ordering a new table, and placing previous purchases table on consignment sale via the sub-contractor's wholesale store. Delivery of new worktables is estimated at five weeks (less than estimated timeframe for installation of platforms). Although the kitchen is not yet open, staff is getting good at making lemonade out of lemons.
- b. **Assembly Room Re-Opening** – The assembly area will be available for use by residents, clubs, and organizations beginning September 1, 2021. The availability date of the kitchen will be announced in the future.

Softball Field Infield Collar Rehabilitation – Staff recently approved a proposal from ABM in the amount of \$3,762.00 to remove to sod at the back edge of the infield level the soil and relay the sod to remove the trip hazard that had built up over the last few years.

19th Hole Walk-in Cooler Project – Staff posted the invitation to bid for the project along with construction plans on DemandStar and on www.bbrd.org this week. Copies of said documents will be emailed out to vendors who previously requested said information. Staff will place the award of contract on a future BOT agenda when multiple comparable bids are received and reviewed.



BAREFOOT BAY RECREATION DISTRICT

FY22 Approved Budget Documents – Paper copies of the comprehensive document were delivered to the BOT on Friday, August 6, 2021. A copy is available for inspection by the public in the Administration Building. A paper copy of the comprehensive document is available for purchase at \$17.00 plus tax. Paper copies of the resident's version of the FY22 Approved Budget (line-items and Transmittal Letter) are available free of charge at the Administration Building. Electronic versions of both documents are now available on www.bbrd.org.

Free Documents Reminder – The public may obtain one free copy of the following documents per calendar year:

- Charter
- Deed of Restrictions
- ARCC Guidelines
- Policy Manual
- Employee Handbook
- Homeowners' Copy of Proposed Budget
- Homeowners' Copy of Approved Budget

ADA Pool Lift Update – Initial information received from BBRD's continuing service pool vendor indicates commercial grade pool lifts installed will be in the \$12-\$15K range. Once a formal proposal is received, staff will evaluate to cost benefit of the proposal versus the current portable type unit used at Pool #1 and place award of contract on the next available BOT agenda.

Restroom Trailer at the Pickleball/Tennis Court Project Update – Staff is happy to report the two trailer restroom units inspected this week are constructed in a very sturdy and maintenance free manner. Pictures of one of the units are below and on the following page.



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Repperger stated that he will provide updates to the Shopping Center Electrical and Beach Restroom Project at the August 24, 2021, BOT Meeting. The Blissful Things case has a status hearing scheduled on September 9, 2021. things status hearing on Sept 9th. He also stated that there are 24 active DOR cases, 5 of those cases are in compliance.

Incidental Trustee Remarks

Mr. expressed that the meeting was productive.

Mr. Morrissey would like an update on the speeding survey.

Mr. Amoss spoke in favor of adding a proposed BOT voting procedure to the August 24, 2021, BOT agenda.

Mr. Maino spoke to the Trustees regarding different methods to receive agenda packet information.

Adjournment

The next meeting will be on August 24, 2021, at 7pm in Building D/E.

Mr. Nugent made a motion to adjourn. Mr. Maino adjourned.

Meeting adjourned at pm 3:09pm.

Jeff Grunow, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

August 24, 2021

Cash Balances in General Fund as of 8/17/21

Petty Cash Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account 221,209.99
Total Operating Accounts: 221,209.99

Interest Bearing Accounts

MB&T Money Market Account 1,750,553.36
SBA Reserve Account 699,750.27
Total Interest Bearing Accounts: 2,450,303.63

Total Cash Balances in General Fund: \$ 2,674,013.62

Total Daily Deposits and Assessments Received for 8/4/21 - 8/17/21

Daily Deposits: \$ 26,415.92
Interest Received: Money Market Account -
Interest Received: SBA Account -
Interest Received: Other Interest 48.96
Assessments Received: 816.00
Total Deposits Received: \$ 27,280.88

Expenditures for 8/4/21 - 8/17/21

Check Number	Vendor	Description	Check Amount
57545	MGM Contracting, Inc	Bldg A Towers Roof Replacement	18,225.00
57547	Parkit Construction, Inc.	Bldg A Renovations Pay Request #7	66,061.79
57520	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 8/21	38,955.02
210806	Florida Department of Revenue	Sales Tax: 7/21	9,759.54
57584	Health First Health Plans Inc	Employee Health Insurance: 9/21	21,736.68
	United States Treasury	Payroll Tax for the pay period ending Aug 1, 2021	16,337.56
	PayChex	Net Payroll for the pay period ending Aug 1, 2021	56,413.41

Total Expenditures \$5,000 and above: \$ 227,489.00

Expenditures under \$5,000: \$ 48,908.57

Total Expenditures: \$ 276,397.57

Board of Trustees

Date:

Title:

Section & Item:

Department:

Fiscal Impact:

Contact:

Attachments:

Reviewed by General Counsel: N/A

Approved by:

Meeting Agenda Memo

Tuesday, August 24, 2021

Discussion of COVID-19 Precautions

8.A

Administration, District Clerk

TBD

John Coffey, Community Manager



Requested Action by BOT

Assessment of current conditions and consideration of possible new COVID-19 precautions.

Background and Summary Information

BBRD lifted the last COVID-19 restriction on July 1, 2021. In late July, the CDC issued additional guidance concerning facial coverings. On the August 13, 2021, the BOT decided to assess conditions and discuss possible precautions at each meeting going forward.

Staff requests direction from the BOT regarding this matter.

Board of Trustees Meeting Agenda Memo

Date: Tuesday, August 24, 2021

Title: **Steward Medical Group Proposed Ground Lease**

Section & 8.B

Item:

Department: Administration

Fiscal Rental Max \$20,000.00 annually Initial

Impact: Term/\$25,000.00 annually, each of two (2)
Renewal Terms.

Contact: Cliff Repperger, General Counsel, General Counsel, John Coffey,
Community Manager

Attachments Draft Ground Lease Agreement BBRD and Steward Medical Group,
:
Exhibit A Legal Description for Ground Lease with Parcel Sketch, Exhibit B
Conceptual Site Plan Steward Medical Group Land Lease, Executed LOI
December 3, 2020 Ground Lease Steward Medical Group-BBRD

Reviewed by

General

Counsel: Yes

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approve Commercial Ground Lease with Steward Medical Group.

Background and Summary Information

This item was tabled to the August 24, 2021 BOT Meeting.

BOT executed a Letter of Intent with Steward Medical Group on December 4, 2020.

General Counsel investigated and resolved issues regarding designation of Subject Property as a "park parcel" pursuant to prior Resolution 97-1 during Spring of 2021.

Resolution of the issue requires the repeal of Resolution 97-1. To be a separate agenda item.

Initial Term of Ground Lease is for ten (10) years with (2) two (10) year renewal periods. Max annual rental in the Initial Term is \$20,000.00 plus taxes and fees. Max annual rental in both Renewal Terms is \$25,000.00 each, plus taxes and fees. Build-out rental abatement for the earlier of nine (9) months from Commencement Date or date of Certificate of Completion, with potential extension for three (3) months. Half Rent Commencement twelve (12) months to fifteen (15) months from Commencement Date. Full Rent Commencement earlier of fifteen (15) months or Certificate of Completion.

STEWARD MEDICAL GROUP
AND
BAREFOOT BAY RECREATION DISTRICT
COMMERCIAL GROUND LEASE AGREEMENT

TABLE OF CONTENTS

ARTICLE 1.	LEASE AGREEMENT, TERM, RENEWAL, AND RENTAL	4
SECTION 101.	PROPERTY	
SECTION 102.	TERM AND RENEWAL	
SUBSECTION 102.1	TERM OF LEASE	
SUBSECTION 102.2	OPTION TO RENEW	
SECTION 103.	USE OF PROPERTY	
SUBSECTION 103.1.	IMPROVEMENTS TO PROPERTY	
SUBSECTION 103.2.	DELIVERY AND ACCEPTANCE OF THE PROPERTY	
SUBSECTION 103.3	PAYMENT AND PERFORMANCE BOND	
SECTION 104.	BASE RENT AND ADJUSTMENTS	
SUBSECTION 104.1	BASE RENT	
SUBSECTION 104.2	ADDITIONAL RENT FOR AD VALOREM TAXES	
SECTION 105.	DELINQUENT PAYMENTS	
ARTICLE 2:	BBRD AND TENANT OBLIGATIONS	8
SECTION 201.	COMPLIANCE WITH ALL LAWS	
SECTION 202.	REPAIRS AND ALTERATIONS	
SECTION 203.	UTILITIES AND SITE ACCESS	
SECTION 204.	UTILITY CHARGES	
SECTION 205.	ADDITIONAL TENANT OBLIGATIONS	
SECTION 206.	FAILURE OF TENANT TO COMPLETE CONSTRUCTION	
SECTION 207.	ADDITIONAL COVENANTS, WARRANTIES & REPRESENTATIONS OF BBRD	
SECTION 208.	SIGNS	
SECTION 209.	EXCLUSIVITY	
ARTICLE 3:	TAXES	11
SECTION 301.	AD VALOREM TAXES	
SECTION 302.	SOLID WASTE FEES	
SECTION 303.	STORM WATER FEES	
SECTION 304.	EMERGENCY AMBULANCE/EMS FEES	
SECTION 305.	OTHER TAXES AND FEES	
ARTICLE 4:	INSURANCE AND INDEMNITY	12
SECTION 401.	LIABILITY INSURANCE	
SECTION 402.	PROPERTY INSURANCE	
SECTION 403.	INSURANCE CERTIFICATES	
SECTION 404.	ADDITIONAL INSURANCE	
SECTION 405.	COMPLIANCE	
SECTION 406.	RIGHT TO EXAMINE	
SECTION 407.	PERSONAL PROPERTY	
SECTION 408.	INDEMNIFICATION	
ARTICLE 5:	PREVENTION OF USE OF THE PROPERTY	15
ARTICLE 6:	DEFAULT BY TENANT	16
ARTICLE 7:	DEFAULT BY BBRD	16
ARTICLE 8:	REAL ESTATE COMMISSION	17
ARTICLE 9:	IDENTITY OF INTEREST	17
ARTICLE 10:	NOTICES AND REPORTS	17
ARTICLE 11:	MEMORANDUM OF LEASE	18
ARTICLE 12:	ENTRY OF BBRD	18

ARTICLE 13	LEASE EXPIRATION	18
ARTICLE 14:	QUIET ENJOYMENT	19
ARTICLE 15:	BBRD POLICIES	19
ARTICLE 16:	NONDISCRIMINATION	20
ARTICLE 17:	WARRANTIES	20
ARTICLE 18:	ASSIGNMENT AND SUBLETTING	20
ARTICLE 19:	ENVIRONMENTAL REPRESENTATIONS AND INDEMNIFICATION	21
SECTION 1901.	ENVIRONMENTAL REPRESENTATIONS BY TENANT	
SECTION 1902.	ENVIRONMENTAL INDEMNIFICATION BY TENANT	
ARTICLE 20:	MORTGAGE INTEREST	21
ARTICLE 21:	ATTORNEYS FEES	26
ARTICLE 22:	OTHER PROVISIONS	27
SECTION 2201.	REASONABLE AND GOOD FAITH	
SECTION 2202.	FORCE MAJEURE	
SECTION 2203.	HEADINGS	
SECTION 2204.	BINDING EFFECT	
SECTION 2205.	RIGHTS RESERVED	
SECTION 2206.	NO WAIVER	
SECTION 2207.	SEVERABILITY	
SECTION 2208.	INTERPRETATION OF AGREEMENT	
SECTION 2209.	NO AGENCY	
SECTION 2210.	JURISDICTION AND VENUE	
SECTION 2211.	ENTIRETY OF AGREEMENT	
EXHIBIT A:	DESCRIPTION OF LEASE PROPERTY	31
EXHIBIT B:	TENANT CONCEPTUAL SITE PLAN	32

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease" or "Agreement"), made and entered into this _____ day of _____, 2021, by and between BAREFOOT BAY RECREATION DISTRICT, an independent special district of the State of Florida, having its principal office and place of business at 625 Barefoot Blvd., Barefoot Bay, FL 32976 ("BBRD" or "District") and STEWARD MEDICAL GROUP c/o STEWARD HEALTH CARE SYSTEM, LLC, a corporate entity, maintaining its principal office and place of business at 1900 Pearl Street, Suite 2400, Dallas, Texas 75201 ("Tenant").

WITNESSETH THAT:

WHEREAS, BBRD has the exclusive right and power to lease certain Property (as herein defined) located in the County of Brevard, State of Florida; and,

WHEREAS, BBRD desires to lease to Tenant, and Tenant desires to lease from BBRD, the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions herein set forth, the parties have agreed and do agree as follows:

ARTICLE 1 **LEASE AGREEMENT, TERM, RENEWAL, AND RENTAL**

SECTION 101: PROPERTY. Subject to the terms and conditions set forth hereinafter, BBRD leases hereby to Tenant and Tenant rents hereby from BBRD, the property described on Exhibit A attached hereto (the "Property"), consisting of approximately .51 acres. Exhibit A consists of both a survey sketch and legal description of the Property. A copy of Tenant's Conceptual Site Plan Aerial Illustration is attached hereto as Exhibit B ("Conceptual Site Plan") and is incorporated herein by reference. The Parties agree that this Agreement shall be amended to incorporate and replace the Conceptual Site Plan in Exhibit B with a copy of the Actual Site Plan ("Actual Site Plan") to be submitted by Tenant to the Board of County Commissions of Brevard County ("Brevard County") once final approval of the Actual Site Plan is approved by Brevard County and any other appropriate regulatory agencies. Tenant, its directors, officers, employees, agents, contractors, suppliers, customers, invitees and guests, shall have the right of ingress to and egress from the Property over adjacent property owned by BBRD, including the use of the publicly dedicated rights-of-way and BBRD controlled vehicular rights-of-way adjacent to the Leased Property if approved by Brevard County, as part of the approval of the Actual Site Plan, subject to such reasonable policies, rules, and regulations as may be established by BBRD with respect to areas controlled by BBRD.

SECTION 102. TERM AND RENEWAL

Subsection 102.1. Term of Lease. The Initial Term of this Lease shall be for a period of ten (10) years commencing on the ____ day of _____, 20__ (“Commencement Date”) and terminating on the last day of the one hundred twentieth (120th) month following the Commencement Date.

Subsection 102.2. Option to Renew. BBRD does hereby grant to Tenant the right, privilege and option to renew this Lease for two (2) additional terms of ten (10) years each, from the date of expiration of the Initial Term hereof upon the terms and conditions as herein contained, provided notice in writing to BBRD of Tenant’s intention to exercise said options is given at least one-hundred twenty (120) days prior to the expiration of the term hereof (unless lack of notice is waived by BBRD) and provided that Tenant shall not be in material default under the terms of this Lease beyond any applicable cure period at the time of such notice and provided further that this Lease is then in effect. Whenever reference is made herein to the “term” of this Lease, it shall include the Initial Term described in Section 102.1 above and the renewal terms described in this Subsection 102.2.

SECTION 103. USE OF PROPERTY

Subsection 103.1. Improvements to the Property. BBRD acknowledges hereby that Tenant is leasing the Property for the purpose of constructing, maintaining and operating a medical clinic/facility on the Property, and all other facilities necessary for or related to Tenant’s present and future business, and that in order to utilize the Property for this purpose, it will be necessary to construct buildings and other improvements (collectively, “Improvements”) upon the Property and to make alterations and renovations thereto at Tenant’s sole cost and expense. Upon the Commencement Date of this Lease, BBRD will provide authorization for Tenant to act as Applicant on its behalf for any required license, permit, or site plan applications. Tenant shall be solely responsible for all costs related to any such applications. Tenant shall use its best efforts to provide BBRD copies of any and all license, permit, and site plan applications filed with Brevard County or other regulatory agencies at least fourteen (14) days in advance of filing. Tenant’s activities shall in no way interfere with the established use of BBRD adjacent commercial shopping center and/or its related parking. Tenant shall be solely responsible for all costs associated with the extension of any required utility lines necessary to serve the Leased Property and for the construction of any required stormwater maintenance system serving the Leased Property that arises from its Improvement/development of Tenant’s Improvements. BBRD will grant any required temporary easements for development purposes so long as Tenant shall not unreasonably interfere with BBRD business operations during the Improvement/development process. The parties shall reasonably coordinate Improvement/development efforts and business operations during

development of the Leased Property. Tenant shall take the subject property “AS IS” and shall be solely responsible for any required cost(s) and expense(s) arising from any inherent site condition that creates an impediment to Improvements/development. Tenant hereby agrees to indemnify and hold harmless BBRD from any code enforcement or regulatory compliance fines or assessments levied by Brevard County or any other regulatory agency as a result of Tenant’s noncompliance with any approved permit or site plan requirement(s). At the termination of this Lease and any applicable renewal term(s), BBRD shall have the option of accepting the Improvements, including a planned modular building or requiring its removal by Tenant. All Improvements such as parking, utilities, and drainage shall become property of BBRD. Except for removal of the planned modular building, Tenant shall have no obligation to remove site improvements upon termination of the Lease or renewal term(s), if any.

For purposes of this Lease, the term “Construction Period” shall mean the period from the Commencement Date (as defined in Subsection 102.1 above) until the Rent Commencement Date (as defined in Subsection 104.1 below). Tenant shall, upon obtaining any and all necessary government permits and/or approvals, have the right to change, alter, raze or add to any Improvements, or any part thereof, now existing or change, alter, or add to any Improvements, or any part thereof hereafter erected, constructed, or installed on the Property and to remove (other than the planned modular building upon termination if to be retained by BBRD) the personal property (the “Personalty”) installed or placed by Tenant in, on, or about the Improvements on the Property. BBRD acknowledges and agrees that title to all future Improvements and Personality shall not be in BBRD, but is and shall remain in Tenant or any sub-Tenant of Tenant during the term of this Lease. Should BBRD accept ownership of the planned modular building at the expiration of the Lease Agreement, Tenant shall sign any appropriate title to such planned modular building over to BBRD without additional consideration.

Subsection 103.2. Delivery and Acceptance of the Property. In the event that Tenant is unable to secure necessary governmental approvals, permits, and licenses for the Improvements and/or Actual Site Plan within fifteen (15) months from the Commencement Date, then this Lease shall be null and void ab initio, and neither party shall have any further obligation to the other hereunder, and payments previously made by Tenant to BBRD shall be retained by BBRD. BBRD shall not be required to expend any money or incur any costs in assisting Tenant in securing approval for Improvements. BBRD does not guarantee the successful or timely issuance of said approvals, grants, permits, or authorizations by any governmental agency.

Subsection 103.3. Payment and Performance Bond. Prior to entering into any contract for the construction, improvement or repair of any building or structure, or for any other construction project, on the Property, Tenant shall require its contractor(s) to execute a payment and performance bond (“Bond”) with a surety insurer authorized to do business in the State of Florida as surety. If Tenant acts as general contractor for any

such project, then Tenant shall itself execute the Bond. Upon execution, Tenant shall record the Bond in the Public Records of Brevard County, Florida and deliver a copy of the Bond to BBRD. The Bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in Florida Statute §713.01 who furnish labor, services, or materials for the accomplishment of the work provided for in the contract. The Bond shall not contain any provision that restricts the classes of persons defined in Florida Statute §713.01, or that purports to affect the venue of any proceeding relating to the Bond. The amount of the Bond shall equal the contract price. The Bond must state on its front page: 1) the name, principal business address and phone number of the contractor, the surety, and BBRD as owner of the Property; 2) the contract number if applicable; and, 3) a description of the project sufficient to identify it. The Bond shall in all other respects meet the requirements of Florida Statute §255.05, regardless of whether BBRD is party to the contract or whether the project constitutes a public work. In lieu of the Bond required by this Subsection, a contractor may file with BBRD an alternative form of security in the form of cash, money order, certified check, cashier's check or irrevocable letter of credit in an amount equal to the contract price.

SECTION 104. BASE RENT AND ADJUSTMENTS

Subsection 104.1. Base Rent. Except during the "Rent Abatement Period" and the 3-month extension thereof (if applicable), Annual base rent during the Initial Term shall be twenty thousand dollars (\$20,000.00) annually, payable by Tenant in twelve (12) equal monthly installments each year of the Initial Term. Except as otherwise set forth in this Section, Total base rent during the Initial Term shall be \$200,000.00. BBRD agrees to remit such sales tax to the State of Florida or other legal BBRD as required by law.

Annual base rent during each Renewal Term shall be twenty-five thousand dollars (\$25,000.00) annually, payable by Tenant in twelve (12) equal monthly installments throughout each year of the Extension Term. Total base rent during each Renewal Term shall be \$250,000.00.

Rent under the Lease shall be abated for a period of nine (9) months from the Commencement Date of the Lease (the "Rent Abatement Period"), during which Rent Abatement Period Tenant shall pursue permitting approval and build-out on the Leased Property. In the event a Certificate of Occupancy/Completion has not been issued on or before expiration of the Rent Abatement Period, Tenant shall be entitled to one (1) three (3) month extension of the Rent Abatement Period (for a cumulative total of twelve (12) months for build-out of Improvements). In the event a Certificate of Occupancy/Completion has not been issued following the 3-month extension of the Rent Abatement Period, rental payments shall commence at half base monthly rent effective on the first annual anniversary

of the Commencement Date of the Lease for a period not to exceed three (3) months (“Half Rent Commencement Date”). Unless otherwise agreed to by both parties, upon the earlier of either the issuance of a Certificate of Occupancy/Completion or fifteen (15) months from the Commencement Date of the Lease, full rental payments shall commence (“Rent Commencement Date”).

Subsection 104.2. Additional Rent for Ad Valorem Taxes. Tenant shall pay to BBRD as additional monthly rent one twelfth (1/12) of the estimated annual ad valorem tax bill and any non-ad valorem fees and assessments on the Property, plus sales tax. Upon determination of the actual taxes due on the Property, Tenant shall, within thirty (30) days of BBRD’s notice of additional sums due pursuant to the tax bill, pay any such additional sums owed bill to BBRD, and in the event Tenant has overpaid them, Tenant shall receive a credit toward its next monthly tax payment, and continue receiving a credit until the tax credit is used up. For purposes of estimating the tax payments to be paid by Tenant hereunder, BBRD shall use the prior tax year billing, which the parties acknowledge does not include planned improvements or increase in land valuation. Payment of applicable taxes is addressed further in Article 3 to this Lease.

SECTION 105. DELINQUENT PAYMENTS. If any rent payment is not received by BBRD within five (5) days after such payment is due, then a delinquent fee of one and one half percent (1.5%) of the actual undisputed past due amount shall be added to the rent payment and shall be paid by Tenant to BBRD. Tenant’s failure to pay any installment of rent within thirty (30) days after the installment is due shall constitute an event of default under the terms of the Lease.

ARTICLE 2 **BBRD AND TENANT OBLIGATIONS**

SECTION 201. COMPLIANCE WITH ALL LAWS. Tenant agrees that the business to be operated by it on the Property will not be operated in such a manner as to constitute a nuisance (based upon the usage of surrounding land on the Commencement Date) or a hazard and that in connection with the operation of the business, Tenant will substantially observe and comply with all applicable material laws, ordinances, orders and regulations applicable to the business operated by Tenant on the Property. BBRD warrants and represents that on the Commencement Date, the Property is in compliance with all applicable laws, rules, ordinances, orders, and regulations (Laws, including, without limitation, Laws regarding Hazardous Wastes).

SECTION 202. REPAIRS AND ALTERATIONS. BBRD shall not be obligated to maintain the Property or the Improvements thereon during the Lease term or any renewal hereof unless required due to the negligence or willful act of BBRD.

Tenant agrees, at its sole cost and expense, to maintain all of the Improvements, including any parking and service areas, in a good state of repair and to keep the Property in a reasonably clean, neat and orderly condition.

SECTION 203. UTILITIES AND SITE ACCESS. BBRD will cooperate with the Tenant in allowing the Tenant access to the adjacent shopping center property owned by BBRD for the purpose of the Tenant's preparation of required engineering studies and application process necessary to extend utilities and transportation access to the Leased Property. The capacity and availability of public and private utilities is not guaranteed by BBRD. Further, BBRD cannot guarantee approvals for road entrances, traffic island crossovers, signalization, turning lanes, acceleration lanes, etc. or any other traffic control items required by Brevard County. In the event a critical utility (potable water, sewer, electricity, and/or telecommunications) or adequate transportation access cannot be made available to the Property within fifteen (15) months of the Commencement Date, Tenant may terminate this Lease without prejudice. Unless otherwise stated in the Lease, Tenant is responsible for all costs associated with the extension of utilities, both public and private, to the Property and Improvements necessary to provide transportation access.

Tenant shall have the right to grant any easements, rights of way, and licenses required by any public or quasi-public utility company with respect to the construction, operation and use of the Improvements and Personalty. BBRD shall execute any instruments any such public or quasi-public utility companies may reasonably request or require from BBRD; provided, however, that in each case such easement, right of way or license (i) does not materially impair the value, utility and remaining useful life of the Property, (ii) is reasonably necessary in connection with the construction, operation or use of the Improvements and the Personalty, and (iii) does not cause the Property or any portion thereof to fail to comply with all material requirements of law.

SECTION 204. UTILITY CHARGES. Tenant shall be responsible for charges for electricity, water, sewer, solid waste, or any other utility or service consumed in connection with the occupancy of the Property by Tenant.

SECTION 205. ADDITIONAL TENANT OBLIGATIONS. Brevard County will determine if the Improvements are of sufficient size to require a transportation concurrency study and/or other traffic access

studies. Tenant is responsible for all studies and costs associated with this requirement, as well as the assessments and improvements required by Brevard County. In addition, Tenant is responsible for all transportation, utility and other impact fees associated with this project levied by Brevard County.

SECTION 206. FAILURE OF TENANT TO COMPLETE CONSTRUCTION.

A. Tenant shall substantially complete construction of the Improvements on or before fifteen (15) months from the Commencement Date of this Lease unless the delay in construction was caused by elements of Force Majeure in which event this period shall be extended by BBRD for a reasonable length of time to allow Tenant to complete the construction of its Improvements.

B. In the event Tenant fails to complete said Improvements by the date specified herein or the date of any extensions granted by BBRD, then BBRD shall have the right to terminate this Lease without obligation of BBRD to pay Tenant any compensation for work performed and funds expended prior to such termination, provided, however, that BBRD delivers written notice to Tenant at least (90) ninety days in advance of the termination date specified in the notice and giving Tenant the opportunity to cure the development failure within said ninety day period.

SECTION 207. ADDITIONAL COVENANTS, WARRANTIES AND REPRESENTATIONS OF BBRD. BBRD warrants and represents that there are (i) no mortgages, liens or encumbrances, (ii) no covenants or restrictions, and (iii) no agreements with third parties, which may prevent or impair BBRD from performing any of its covenants under this Lease.

SECTION 208. SIGNS. Tenant shall have the right to erect and maintain such sign or signs on the Property and Improvements as may be permitted by applicable law.

SECTION 209. EXCLUSIVITY. Except for that certain lease between BBRD and Shaw Medical Group, LLC with a commencement date of August 1, 2020 (the "Nurse Practitioner Lease"), and as such Nurse Practitioner Lease may be amended or renewed, BBRD agrees that the provision of professional medical services shall at all times during the Initial Term or any Renewal Term be exclusive to Tenant. Except for the Nurse Practitioner Lease, and as such Nurse Practitioner Lease may be amended or renewed, BBRD agrees it shall not enter into a medical office space lease with a medical service provider other than Shaw Medical Group during the Initial Term or any renewal

Term, nor shall BBRD allow any shopping center tenants to assign and/or change use of their respective Leased Property in a manner that competes with Tenant.

ARTICLE 3

TAXES

SECTION 301. AD VALOREM TAXES. Tenant shall pay according to the method hereinabove described all ad valorem taxes levied or assessed against the Property, plus sales tax, by the appropriate governmental authorities as a result of Tenant's occupancy or use of the property pursuant to this Lease, whether the billing is addressed to BBRD or Tenant, together with all taxes levied against any stock of merchandise, furniture, furnishings, equipment and other property located in, on or upon the Property.

Tenant shall have the right to contest the validity or amount of any ad valorem tax imposed against the Property and the Improvements at Tenant's sole cost and expense, however, Tenant's contest of the validity of any tax imposed against the Property and Improvements shall not relieve Tenant of its obligation to pay the monthly tax payments called for in Section 104.2 above. In the event Tenant is successful in its contest of the tax and as a result the tax is changed, then BBRD agrees to adjust the monthly tax payment due to reflect the new tax assessment, and Tenant agrees to pay any sums necessary to bring the monthly payments on deposit with BBRD to an amount sufficient to pay the annual tax bill when it comes due. Upon adjudication (including all appeals) of such contest, Tenant shall pay all court costs, interest, penalties and other expenses related to the appeal.

SECTION 302. SOLID WASTE FEES. Tenant shall pay according to the method hereinabove described, all solid waste fees assessed against the Property, plus sales tax, by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property pursuant to this Lease, whether the billing is addressed to BBRD or Tenant.

SECTION 303. STORM WATER FEES. Tenant shall pay according to the method hereinabove described, all storm water fees assessed against the Property, plus sales tax, by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property pursuant to this Lease, whether the billing is addressed to BBRD or Tenant.

SECTION 304. EMERGENCY AMBULANCE/EMS FEES. Tenant shall pay according to the method hereinabove described, all emergency ambulance/EMS fees assessed against the Property, plus sales tax,

by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property pursuant to this Lease, whether the billing is addressed to BBRD or Tenant.

SECTION 305. OTHER TAXES AND FEES. Tenant shall pay as a result of Tenant's occupancy or use of the property pursuant to this Lease, according to the method described above, any and all taxes, fees, or assessments, plus sales tax, that may be levied and not know at this time.

ARTICLE 4 **INSURANCE AND INDEMNITY**

SECTION 401. LIABILITY INSURANCE. In addition to such insurances as may be required by law, Tenant shall maintain, without lapse or material chance, for so long as it occupies the Property and Improvements, the following insurance:

(A) Commercial General Liability Insurance, including Contractual Liability, to cover Tenant's Property and Improvements and operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. BBRD must be shown as an additional insured with respect to this coverage. Coverages shall be for each occurrence, with either no aggregate or an annual policy aggregate of no less than twice the amount of coverage required for each occurrence. In the event that Tenant's available coverage falls below the per occurrence amount shown above, Tenant shall secure a new certificate of insurance evidencing the required coverage.

(B) Automobile Liability Insurance covering all owned, non-owned and hired vehicles (including ground or mobile equipment) used by Tenant in connection with its operations under this Agreement in an amount not less than:

(1) \$1,000,000 combined single limit per occurrence for bodily injury and property damage covering all vehicles and ground and mobile equipment used by Tenant in connection with its business operation; and/or

(2) \$1,000,000 combined single limit per occurrence for bodily injury and property damage covering such vehicles being used by Tenant on the Leased Property.

(C) The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Tenant under this Agreement. All insurance policies required pursuant to the terms of this Agreement shall be issued in companies approved to do business under the laws of the State of Florida. Such companies must be rated no less than "A" as to management, and no

less than “V” as to strength in accordance with the latest edition of “Best’s Insurance Guide”, published by A.M. Best Company, Inc., or its equivalent, subject to approval of BBRD’s General Counsel.

SECTION 402. PROPERTY INSURANCE:

(A) Builders Risk and Hazard Insurance: Tenant, at its sole cost and expense, throughout the term of this Agreement, shall keep the Improvements insured on an “All Risk” basis in an amount not less than 100% of the full replacement value of the Improvements against loss or damage (in excess of a reasonable per occurrence deductible amount, which shall be the responsibility of Tenant) by fire, lightning, tornado, hurricane, windstorm, hail, flood, earthquake, explosion, riot, riot attending strike, civil commotion, vandalism and malicious mischief, sprinklers and sprinkler leakage, aircraft, vehicles and smoke, or any other casualty in an amount not less than 100% of the full replacement value of the Improvements to the extent such coverage is commercially available at commercially reasonable rates. The full replacement value of the Improvements shall be established as of the Commencement Date of this Lease and shall be established at intervals of not more than three (3) years thereafter, by any professional property evaluators used by BBRD for establishing replacement values for BBRD property. Any deficiency in the amount of the proceeds from such property insurance resulting from a failure by Tenant to re-establish the full replacement value of the Improvements shall be the sole responsibility of Tenant. In addition, BBRD shall be shown on the policies as a loss payee.

(1) Damage or Destruction and Restoration of the Improvements: In case of damage to or loss of all or a portion of the Improvements, Tenant shall give prompt notice thereof to BBRD; and, Tenant shall promptly commence and complete with due diligence (subject only to delays beyond its reasonable control), the restoration of the damaged or destroyed portion of the Improvements as nearly as reasonably practicable to the value and condition thereof immediately prior to such damage or destruction. In the event of such damage or destruction, the proceeds of all property insurance policies shall be used to restore the facility to make it function for the uses permitted under Article 1. Tenant shall receive reimbursement from the proceeds of all property insurance policies for the Improvements and shall be obligated to provide any additional monies necessary for such restoration.

(B) Business Interruption Insurance: Tenant at its sole cost and expense throughout the term of this Agreement, shall maintain business interruption insurance at a minimum, in an amount sufficient to continue making land rental, and payments of taxes and insurance, during the rebuilding period as a result of damage to the Improvements.

SECTION 403. INSURANCE CERTIFICATES: Prior to the commencement of operations hereunder and annually thereafter, Tenant shall furnish or cause to be furnished certificates of insurance to BBRD which certificates shall clearly indicate that:

- (A) Tenant has obtained insurance in the types, amounts and classifications as required for strict compliance with this Article;
- (B) The policy cancellation notification provisions specify at least thirty (30) days advance written notice of cancellation to BBRD;
- (C) BBRD is named as an additional insured with respect to Tenant's commercial general liability policies;
- (D) BBRD is named as a loss payee with respect to Tenant's builder's risk and property insurance policies; and
- (E) On said insurance certificates, liability coverage shall include contractual liability and notification of cancellation.

SECTION 404. ADDITIONAL INSURANCE: In addition to the types and levels of coverage provided in this Article, BBRD reserves the right to require Tenant to provide additional types of coverage and/or different or higher levels of coverage from time to time during this Agreement, upon issuance of notice in writing to Tenant, which notice shall automatically amend this Agreement effective 90 days after such notice. If such coverage is not commercially available, reasonable documentation with respect thereto shall be provided by Tenant to BBRD.

SECTION 405. COMPLIANCE: Compliance with the requirements of this Article 4 shall not relieve Tenant of its liability under any other portion of this Agreement or any other agreement between BBRD and Tenant.

SECTION 406. RIGHT TO EXAMINE: BBRD reserves the right, upon reasonable notice, to examine true copies of applicable portions of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Tenant agrees to permit such inspection at the offices of BBRD.

SECTION 407. PERSONAL PROPERTY: Any personal property of Tenant or of others placed on the Property and Improvements shall be at the sole risk of Tenant or the owners thereof, and BBRD shall not be liable for any loss or damage, except to the extent such loss or damage was caused by the negligence or willful misconduct of the BBRD, as limited by Section 768.28, Florida Statutes.

SECTION 408. INDEMNIFICATION. Tenant shall indemnify and hold harmless BBRD and its Trustees, officers, employees, agents, attorneys, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, that BBRD or its Trustees, officers, employees, agents, attorneys or instrumentalities may be subject to as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Tenant, the Tenant's business activities, and/or the actions of Tenant's employees, agents, servants, partners, principals, contractors, subcontractors, sub-Tenants, or invitees. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of BBRD, where applicable, including appellate proceedings, and shall pay costs, judgments and attorney's fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend BBRD or its Trustees, officers, employees, agents, attorneys, and instrumentalities as herein provided. The obligation of Tenant hereunder shall survive the termination of this Agreement. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.

ARTICLE 5

PREVENTION OF USE OF THE PROPERTY

If, after the effective date of this Lease, Tenant is precluded or prevented from constructing or operating the Improvements on the Property as contemplated by Tenant by reason of any zoning law, zoning ordinance or zoning regulation of any public BBRD having jurisdiction over the Property, and such prohibition shall continue for a period of at least ninety (90) days, then Tenant may terminate this Lease by giving to BBRD not less than thirty (30) days prior written notice of termination.

ARTICLE 6

DEFAULT BY TENANT

As used in this Lease, the term "event of default" shall mean any of the following:

(A) The failure of Tenant to fulfill any duty or obligation imposed on Tenant by this Lease;

(B) The filing by Tenant of a petition or other request for any remedy or relief under the U.S. Bankruptcy Code, the appointment of a receiver over Tenant or Tenant's assets, an assignment by Tenant for the benefit of creditors, or the participation by Tenant in any insolvency proceeding including the filing of an involuntary petition under 11 U.S.C. §303 that is not dismissed within ninety (90) days; without limiting the foregoing, this Subsection would apply to any ancillary proceedings or related relief in any insolvency type proceeding in any jurisdiction in the world;

(C) The taking or the attempted taking of the Tenant's leasehold interest hereunder pursuant to an execution on a judgment or otherwise.

Upon the happening of any event of default under paragraphs "(B)" or "(C)" of this Article 6, or upon Tenant's failure to pay rent when due hereunder, BBRD may, at its option, immediately terminate this Lease and evict Tenant therefrom without prejudice to any other remedy. However, upon the happening of an event of default under "(A)" of this Article 6, except for the failure to pay rent before the exercise of such option, BBRD shall give written notice of such event to Tenant, which shall have thirty (30) days thereafter within which to remedy or correct such default.

ARTICLE 7 **DEFAULT BY BBRD**

If BBRD fails to perform any of its covenants, agreements or other obligations under this Lease, and such failure continues for a period of thirty (30) days after receipt by BBRD of written notice of such failure, or in the event of emergency promptly after written notice, then Tenant shall have the right (but not the obligation) to take such actions, and to expend such monies, after BBRD's approval of the written quote for such expenditures prior to Tenant authorizing the expenditure, as Tenant reasonably deems necessary or appropriate to perform BBRD's covenants, agreements or obligations and BBRD provides written notification it cannot remedy such failure. In such event, Tenant shall be entitled to set-off against base rent otherwise due hereunder all amounts which Tenant expends to perform BBRD's obligations. The foregoing rights of self-help and set-off shall be in addition to, not in lieu of, any rights and remedies which Tenant has at law, in equity or under this Lease.

ARTICLE 8 **REAL ESTATE COMMISSION**

BBRD and Tenant covenant and warrant one each to the other that it has not authorized any person, firm or corporation as a real estate agent or broker to deal on behalf of BBRD with Tenant or Tenant with BBRD, and BBRD and Tenant agree to indemnify and hold each other harmless from any claim for remuneration, commissions or broker's fees arising out of this transaction and Lease.

ARTICLE 9

IDENTITY OF INTEREST

The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between BBRD and Tenant the relationship of principal and agent or of a partnership or of a joint venture, and the relationship between them shall be and remain only that of BBRD and Tenant.

ARTICLE 10

NOTICES AND REPORTS

Any notice, report, statement, approval, consent, designation, demand or request to be given or any option or election to be exercised by a party under the provision of this Lease shall be effective only when received and when made in writing and delivered (or mailed by registered or certified mail with postage prepaid or by Federal Express to the other party at the following address:

BBRD:	John Coffey, ICMA-CM Community Manager Barefoot Bay Recreation District 625 Barefoot Blvd. Barefoot Bay, Florida 32934
Tenant:	Sanjay K. Shetty, MD Executive Vice President Steward Medical Group c/o Steward Health Care System 1900 N. Pearl Street Suite 2400 Dallas, TX 75201

Provided, however, that either party may designate a different address from time to time by giving to the other party notice in writing of the change. Rental payments to BBRD shall be made by Tenant at BBRD's address provided herein.

ARTICLE 11
MEMORANDUM OF LEASE

Either party may file a Memorandum of the Lease with the Property Appraiser's Office or have the Lease recorded by the Clerk of Court at the filing or recording party's sole expense.

ARTICLE 12
ENTRY OF BBRD

BBRD may enter the Property during business hours with reasonable advance notice (not less than three (3) business days, except in emergencies constituting an immediate threat to life or property) and subject to Tenant's security rules and regulations:

- (A) To inspect or protect said Property;
- (B) To determine whether Tenant is complying (as required under this Lease) with the applicable laws, orders or regulations of any lawful BBRD having jurisdiction over the Property or any business conducted therein; or
- (C) To exhibit the said Property to any prospective purchaser when Tenant is in default of this Lease or has notified BBRD of intention to terminate this Lease or during the last six (6) months of the Initial Term or any Renewal Term of this Lease.

No authorized entry by BBRD shall constitute an eviction of Tenant or a deprivation of its rights or alter the obligation of BBRD or create any right in BBRD adverse to the interest of Tenant hereunder, provided BBRD shall not unreasonably interfere with Tenant's use and occupancy of the Property or Tenant's business operations.

ARTICLE 13
LEASE EXPIRATION

At the expiration of the Lease, all improvements erected on the Property shall become the sole property of BBRD. Any and all trade fixtures, signs, and other personal property placed on the Property by Tenant (other than the planned modular building) shall remain Tenant's sole property, and Tenant shall have the right to remove the same within ten (10) days after expiration of the Lease, provided any damages caused by such removal are repaired by Tenant at the time of removal. In the event Tenant fails to remove its personal property within ten (10) days after expiration of the Lease, said failure to remove shall be deemed to be an abandonment of the property. In the event of such abandonment, BBRD shall have the right to remove and sell or dispose of the personal property without providing Tenant with any notice of removal, sale, or disposal of the personal property, and without any

liability to the Tenant. All monies received from any sale or disposal of the personal property by BBRD shall first be used to reimburse BBRD for any expenses incurred including without limitation attorney's fees and costs of all kind and nature, and the balance remaining after setting off any sums still owed by Tenant to BBRD shall be remitted to the Tenant. BBRD shall have the option of accepting the modular building or requiring its removal by Tenant at the expiration or termination of this Lease. Should BBRD accept ownership of the planned modular building at the expiration of the Lease Agreement, Tenant shall sign any appropriate title to such planned modular building over to BBRD without additional consideration.

ARTICLE 14 **QUIET ENJOYMENT**

Subject to the provisions of this Lease, BBRD covenants that Tenant, on paying the rent and performing the covenants of this Lease on its part to be performed, shall and may peaceably and quietly have, hold, and enjoy the Property for the term of this Lease. BBRD represents that it has the authority to execute this Lease and that it has obtained all necessary governmental authorizations or approvals to execute this Lease and that this Lease constitutes a valid and binding obligation of BBRD, enforceable against BBRD in accordance with its terms.

ARTICLE 15 **BBRD POLICIES**

From time to time, BBRD may adopt and amend Policies with respect to the occupancy and use of the Property. Tenant shall observe and obey such Policies and shall require its officers, agents, employees, subtenants, contractors, and suppliers, to observe and obey the same. BBRD reserves the right to deny access to the Property to any person or entity that fails or refuses to obey and comply with such Policies, or any applicable laws. BBRD's Policies will not be inconsistent with the terms of this Lease, nor with BBRD's governing documents, nor with any Brevard County Ordinance. Tenant shall be furnished a current copy of BBRD's Policy Manual and any amendments thereto within ten (10) days of the Commencement Date of this Lease Agreement.

ARTICLE 16 **NONDISCRIMINATION**

Tenant covenants and agrees, as a covenant running with the land comprising the Property, that it will not discriminate against anyone in any protected class including, but not limited to race, creed, color, national origin, religion, gender, or sexual orientation pursuant to any title of the of the Civil Rights Act of 1964 applicable to BBRD,

and as said regulations may be amended.

ARTICLE 17 **WARRANTIES**

BBRD warrants that upon commencement of the Lease term, the Property will be free and clear of all encumbrances except ad valorem taxes for the current calendar year and easements and restrictions of record; that there are no easements and/or restrictions of record or otherwise, which will (i) impair, preclude or adversely affect Tenant's use and development of the Property, as contemplated by this Lease, (ii) interfere with Tenant's rights under this Lease, or (iii) interfere with BBRD's ability to perform its covenants and obligations under this Lease; that BBRD has full power and BBRD to execute this Lease and that it will warrant and defend the leasehold interest created hereby against all parties whomsoever and that Tenant upon observing and complying with the terms, covenants and conditions of this Lease shall enjoy the use and occupancy of the Property during the Lease term and any renewals thereof.

ARTICLE 18 **ASSIGNMENT AND SUBLETTING**

Tenant shall not assign this Lease or sublet the Leased Property or any portion thereof, or otherwise transfer any right or interest hereunder, without the prior written consent of BBRD, which consent shall not be unreasonably withheld or delayed. If BBRD consents to the assignment, subletting, or other transfer of any right or interest hereunder by Tenant, such approval shall be limited to the particular instance specified in the consent and Tenant shall not be relieved of any duty, obligation, or liability under the provisions of this Lease. In the event Tenant wishes to assign this Lease to another party, and BBRD consents to the assignment there will be a \$2,500 administrative fee charged to Tenant.

ARTICLE 19 **ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION**

SECTION 1901. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES BY TENANT.

Tenant represents and warrants that it will comply and will be in compliance in all material respects with all

applicable environmental laws, ordinances, orders or decree of all state, federal, municipal, or other governmental body or agency, as it relates to the subject Property.

Tenant further warrants that no hazardous or toxic waste or hazardous substances (as defined in the Comprehensive Environmental Compensation and Liability act of 1980, as amended, the Resources Conservation and Recovery act of 1986, as amended, or any successor or similar law) will be processed, discharged, stored, treated, disposed of or managed by Tenant, its assigns, subtenants, agents or contractors at the Property subject to this Lease other than in accordance with all federal, state and local environmental laws, regulations, codes or ordinances.

SECTION 1902. ENVIRONMENTAL INDEMNIFICATION BY TENANT. Tenant hereby agrees to indemnify, defend and hold BBRD harmless from and against any and all claims, lawsuits, losses, liabilities, damages, and expenses (including without limitations cleanup costs and reasonable attorney's fees arising by reason of the aforesaid or an action against Tenant under this indemnity) resulting directly or indirectly from, out of or by reason of (i) any Hazardous Waste being located on the Property which is attributed to Tenant, its officers, directors, employees, agents, assigns, subtenants, guest, invitees, contractors, or subcontractors, or (ii) any breach of Section 1901 or (iii) an Environmental Complaint occurring as a result of occupancy of the Property by Tenant, its subtenants or assigns. "Environmental Complaint" as used in the Lease means any complaint, order, citation or notice from a governmental or private person or entity with regard to any federal, state or local environmental and safety laws, regulations, codes or ordinances.

ARTICLE 20 **MORTGAGE INTEREST**

Notwithstanding any provision of this Lease agreement to the contrary, the provisions herein-after set forth shall apply to the holder of record of a first mortgage on Tenant's interest herein:

(A) Tenant shall have the right to mortgage Tenant's interest under this Lease to a federal or state savings and loan association, bank or trust company, insurance company, pension fund or trust or other institutional lender authorized to make leasehold mortgage loans in the State of Florida without obtaining the prior consent of BBRD, subject, however, to the other terms and conditions of this Lease.

(B) If Tenant shall mortgage its leasehold interest and if the holder of the mortgage shall forward to BBRD a copy of the recorded Mortgage together with a written notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied or record, the following provisions of this paragraph shall apply.

(C) When giving notice to Tenant with respect to any default under the provisions of this lease, including the failure of Tenant to pay rent, BBRD will also serve a copy of such notice upon the leasehold mortgagee(s), which copy shall be sent by BBRD by Certified Mail, Return Receipt Requested, to such mortgagee(s), which notice must specify the nature of each such default.

(D) The leasehold mortgagee, upon receipt from BBRD of the notice referred to in subparagraph (C) above, shall have, in addition to any period of grace extended to Tenant under the terms and conditions of this Lease, a period of sixty (60) days within which to cure the default or cause the same to be cured, or to commence to cure such default with diligence and continuity; provided, however, that as to any default of Tenant for failure to pay rent, the leasehold mortgagee shall be given written notice of such default by certified mail by BBRD, and the leasehold mortgagee shall have thirty (30) additional days from the date the notice of default was mailed within which to cure such default.

(E) In case Tenant shall default under any of the provisions of this Lease, the leasehold mortgagee shall have the right to cure such default, whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which Tenant is required to do or perform, and BBRD shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by Tenant. BBRD further agrees, that in the case of any default by Tenant, so long as no default in respect of the payment of rent shall exist hereunder, that BBRD will take no action to effect a termination of the term of this Lease by the serving of a notice by reason of any such default, without first giving to the leasehold mortgagee a reasonable time, not to exceed sixty (60) days from the mailing of notice by BBRD, except payment of rent which shall be cured by leasehold mortgagee within thirty (30) days of mailing of notice, within which to cure said defaults [(i) to obtain possession of the premises (including possession by receiver) and cure such default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure, or otherwise acquire Tenant's interest under this Lease, with diligence and continuity and, thereafter to commence and diligently proceed to cure such default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for serving such a notice shall be cured, and provided further, that nothing herein shall preclude BBRD from exercising any rights or remedies under this Lease with respect to any other default by Tenant during any period of such forbearance.] BBRD agrees to recognize the leasehold mortgagee as Tenant under this Lease for so long as the leasehold mortgagee holds this Lease as a result of a foreclosure of its mortgage or as a result of the assignment of this Lease in lieu of foreclosure, or otherwise, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease, except as provided below without having to obtain the consent of BBRD to same. In such event, the term "Tenant"

as used in this section, means only the owner or holder of Tenant's interest for the time being so that in the event of a sale, assignment or other disposition of Tenant's interest in this Lease by the leasehold mortgagee, the mortgagee shall be entirely freed and released of all covenants and obligations of Tenant under this Lease.

(F) References in this lease to acquisition of Tenant's interest in this lease by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of Tenant's interest in this lease by any purchaser at a sale on foreclosure of the leasehold mortgage, and all provisions to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser.

(G) Any leasehold mortgage shall be specifically subject and subordinate to BBRD's rights under this lease. The foregoing shall not be deemed or construed to impose or establish upon Tenant's interest in this Lease or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against BBRD or BBRD's interest in this Lease.

(H) In the event of any conflict or inconsistency between the terms of this Article and any other provision of this Lease, the terms of this Article shall control.

(I) Within ten (10) days after written request by Tenant or Tenant's leasehold mortgage, or in the event that upon any sale, assignment or mortgage of Tenant's interest in this Lease by Tenant or Tenant's leasehold mortgagee, an estoppel certificate shall be required from BBRD, BBRD agrees to deliver in recordable form an estoppel certificate to any proposed leasehold mortgagee, purchaser or assignee, or to Tenant certifying (if such be the case): (i) the amount of rental and additional rental due under the Lease, if any, and the date to which rentals have been paid; (ii) that this Lease is in full force and effect; (iii) that BBRD has no knowledge of any default under this Lease or if any default exists, specifying the nature of the default; and (iv) that there are no defenses or offsets which may be asserted by BBRD against Tenant in respect of obligations pursuant to this Lease or if defenses or offsets exist specifying the nature of such offsets or defenses.

(J) BBRD agrees that the leasehold mortgagee need not pay or otherwise satisfy any claim, the lien of which would be extinguished upon the conclusion of foreclosure proceedings brought by the leasehold mortgagee, nor shall leasehold mortgagee be required to cure any default relating to the insolvency, financial condition or bankruptcy of Tenant, nor shall BBRD be entitled to terminate this Lease, accelerate the rent or exercise any other remedy under this Lease for any reason including as a consequence of Tenant's refusal, inability or failure to assume and affirm this Lease as an asset of Tenant's bankruptcy estate so long as, within sixty (60) days following the leasehold mortgagee's acquisition of title to the Property following a foreclosure of the leasehold mortgagee's mortgage on the Property or through a Deed in Lieu of Foreclosure, the leasehold mortgagee commences to cure

defaults required to be cured by it under the language above in this paragraph and thereafter diligently prosecutes the same and any notice of termination theretofore given shall be void and of no force and effect. BBRD further acknowledges and agrees that if, during the course of a bankruptcy proceeding involving Tenant as Debtor, Tenant rejects or otherwise fails to assume and affirm this Lease as an asset of Tenant's bankruptcy estate, this Lease shall not terminate and the leasehold mortgagee may, within sixty (60) days of receipt of written notice from BBRD of such rejection or other failure to assume this Lease and the irreversible release of such leasehold estate from Tenant's bankruptcy estate, assume this Lease by effecting a cure of the defaults required to be cured by the leasehold mortgagee under the language above in this paragraph and thereafter preserve the same. BBRD further agrees that in the event the leasehold mortgagee forecloses its leasehold interest in the property or assigns Tenant's leasehold interest to a third party, BBRD will not terminate the Lease solely on account of any event of default relating to the insolvency, financial condition or bankruptcy of Tenant, including, without limitation, Tenant's refusal, inability or failure to assume and affirm the Lease as an asset of Tenant's bankruptcy estate, in which event, BBRD shall recognize the leasehold mortgagee as Tenant under the Ground Lease. BBRD further agrees that the leasehold mortgagee may, pending foreclosure of its mortgage, take possession of the Property by and through its representative or receiver, as the leasehold mortgagee may elect and, provided it does so in accordance with the terms and provisions of the Lease, administer the Leased Property as if it were Tenant thereunder.

(K) If Tenant, or any trustee of Tenant, shall reject the Lease pursuant to Section 365(h) of the Bankruptcy Code, 11 U.S.C. § 101, et seq (the "Bankruptcy Code"), (i) Tenant shall without further act or deed be deemed to have elected under Section 365(h) (1) of the Bankruptcy Code to remain in possession of the Property for the balance of the term of the Lease, (ii) any exercise or attempted exercise by Tenant of a right to treat the Lease as terminated under Section 365(h)(1) of the Bankruptcy Code shall be void and (iii) neither the Mortgage nor any other aspect of the Loan shall be affected or impaired by rejection of the Lease. (For the purposes of Section 365(h) of the Bankruptcy Code, the term "possession" shall mean the right to possession of the Property granted to Tenant under the Lease notwithstanding that all or part of such Property shall have been subleased.)

(L) If, notwithstanding the provisions of subparagraph (J) above, the leasehold mortgagee reasonably determines that a new lease will be necessary to give legal or practical effect to the unimpaired or unaffected continuation of the leasehold mortgage, BBRD will enter into a new lease ("New Lease") of the Property. In the event of termination of the Lease as a result of Tenant's default, or otherwise, without the prior written consent of leasehold mortgagee, BBRD shall, in addition to providing the notices of default and termination as required by subparagraph (C) above, provide the leasehold mortgagee with written notice that the Lease has been terminated together with a statement of all sums which would at the time be due under the Lease, but for such termination, and

of all other defaults, if any, then known to BBRD. BBRD agrees to enter into a new lease ("New Lease") of the Property with the leasehold mortgagee or its designee for the remainder of the term of the Lease effective, as of the date of termination, at the rent and additional rent, and upon the terms, covenants and conditions (including all options to renew but excluding requirements which are not applicable or which have already been fulfilled) of the Lease, provided:

(i) leasehold mortgagee shall make written request upon BBRD for such New Lease within sixty (60) days after the date leasehold mortgagee receives BBRD's notice of termination of the Ground Lease;

(ii) leasehold mortgagee or its designee shall pay or cause to be paid to BBRD at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorneys fees, which BBRD shall have incurred by reason of termination and the execution and delivery of the New Lease and which have not otherwise been received by BBRD from Tenant or other parties in interest under Tenant;

(iii) leasehold mortgagee or its designee shall agree to remedy any of Tenant's defaults of which leasehold mortgagee was notified by BBRD's notice of termination and which are reasonably susceptible of being so cured by leasehold mortgagee or its designee;

(iv) any New Lease made pursuant to this subparagraph shall be prior to any mortgage or other lien, charge, or encumbrance on the fee of the Property and Tenant under such New Lease shall have the same right, title and interest in and to the Property and the buildings and improvements thereon as Tenant had under the Lease;

(v) Tenant under any such New Lease shall be liable to perform the obligations imposed on Tenant by such New Lease only during the period such person has ownership of such leasehold estate.

(M) In the event the leasehold mortgagee becomes the legal owner and holder of the leasehold estate under the Lease by foreclosure of its leasehold mortgage, or as a result of an assignment of the Lease in lieu of foreclosure (which assignment is hereby consented to by BBRD), or in the event leasehold mortgagee is granted a New Lease pursuant to subparagraph (L) above, BBRD hereby agrees that upon receipt of a written application for consent to the assignment of Lease from either Tenant or leasehold mortgagee to a new lessee to whom leasehold mortgagee desires to transfer its interest, BBRD will execute a written consent to such assignment provided there is no outstanding default with respect to the payment of rental under the Lease. BBRD further agrees that, upon becoming the owner and holder of the leasehold estate, leasehold mortgagee shall have all rights and privileges of Tenant. Further, BBRD agrees that upon acquisition of the leasehold estate by leasehold mortgagee, or its assigns, any

default which is not reasonably capable of being cured by leasehold mortgagee, or which is personal to leasehold mortgagee, shall not be required to be cured by leasehold mortgagee or its assigns.

(N) In the event that leasehold mortgagee shall acquire the interest of Tenant under the Lease and, in accordance with the foregoing subparagraph, assign such interest to a successor lessee, upon such assignment leasehold mortgagee shall thereupon be relieved of any further liability under the Lease.

(O) This Lease may not be amended without prior written consent of leasehold mortgagee.

(P) BBRD and Tenant shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by a proposed leasehold mortgagee for the purpose of implementing the mortgagee-protection provisions contained in the Lease and allowing such mortgagee reasonable means to protect or preserve the lien of the leasehold on the occurrence of a default under the terms of this Lease. BBRD and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to affect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Lease, nor otherwise in any material respect adversely affect any rights of BBRD under this Lease.

ARTICLE 21 **ATTORNEYS FEES**

If any legal action or other proceeding is commenced to enforce or interpret any provision of this Lease or any documents incidental thereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action or proceeding from the non-prevailing party, including all reasonable attorneys' fees and costs incurred on appeal or in connection with the prevailing party's efforts to collect on any judgment. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. The provisions of this section shall survive the termination of this Lease.

ARTICLE 22 **OTHER PROVISIONS**

SECTION 2201. REASONABLENESS AND GOOD FAITH: Whenever this Agreement grants BBRD or Tenant the right to take action, exercise discretion, establish rules and regulations, make allocations, or other determinations, or otherwise exercise rights or fulfill obligations, BBRD and Tenant shall act reasonably and in good faith and take no action that might result in the frustration of the reasonable expectations of a sophisticated landlord and sophisticated tenant concerning the benefits to be enjoyed under this Agreement.

SECTION 2202. FORCE MAJEURE: Except as provided below, any prevention, delay, or stoppage attributable to strikes, lockouts, labor disputes, acts of God, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, the Force Majeure) will excuse the performance of that party for a period equal to the duration of the prevention, delay or stoppage. If, therefore, this Agreement specifies a time period for performance of an obligation of either party, a delay that a Force Majeure causes will extend the period within which the party must complete its performance. The foregoing provisions of this Section 2202 will not apply to (1) the obligations imposed with regard to rent and other charges Tenant must pay in accordance with the terms of this Agreement and (ii) the obligations imposed upon BBRD to pay any amount becoming due to Tenant under the terms of this Agreement.

SECTION 2203. HEADINGS: Any headings preceding the text of any articles, paragraphs or sections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

SECTION 2204. BINDING EFFECT: The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

SECTION 2205. RIGHTS RESERVED: Rights not specifically granted Tenant by this Agreement are reserved to BBRD.

SECTION 2206. NO WAIVER: There shall be no waiver of the right of either party to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to demand strict

performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence of any subsequent breach, default or nonperformance hereof by the other party.

SECTION 2207. SEVERABILITY: If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

SECTION 2208. INTERPRETATION OF AGREEMENT: This Agreement is the result of negotiation between the parties hereto and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Agreement shall not be construed in favor of or against any of the parties hereto.

SECTION 2209. NO AGENCY: Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees and charges, nor any other provisions contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of landlord and tenant.

SECTION 2210. JURISDICTION AND VENUE. The parties: (a) agree that this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Florida; (b) agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction in Brevard County, Florida; (c) consent to the jurisdiction of a court of competent jurisdiction in Brevard County, Florida and expressly waive removal to a federal court; and (d) waive any objection either party may have to the laying of venue of any such suit, action or proceeding in a court of competent jurisdiction in Brevard County, Florida.

SECTION 2211. ENTIRETY OF AGREEMENT: The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the date and year first above written.

Signed, Sealed and Delivered
in the presence of:

BAREFOOT BAY RECREATION DISTRICT

Witness

By:

Mike Maino, Chairman
Barefoot Bay Recreation District Board of Trustees

Witness

Attest:

Jeff Grunow, Secretary
Barefoot Bay Recreation District Board of Trustees

STATE OF FLORIDA
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2021, by MIKE MAINO, as Chairman of the Board of Trustees for **BAREFOOT BAY RECREATION DISTRICT** who personally appeared before me, [] is personally known to me or [] has produced _____ as identification.

Notary Public

Name: _____

My Commission Expires: _____

TENANT:
STEWARD MEDICAL GROUP

Witness

By:_____

Printed Name:_____

Printed Title:_____

Witness

Attest:_____

(corporate seal)

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2021, by _____, as _____ for **STEWARD MEDICAL GROUP c/o STEWARD HEALTH CARE SYSTEM** who personally appeared before me, [] is personally known to me or [] has produced _____ as identification.

Notary Public

Name: _____

My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF LEASED PROPERTY

DRAFT

EXHIBIT B
TENANT CONCEPTUAL SITE PLAN

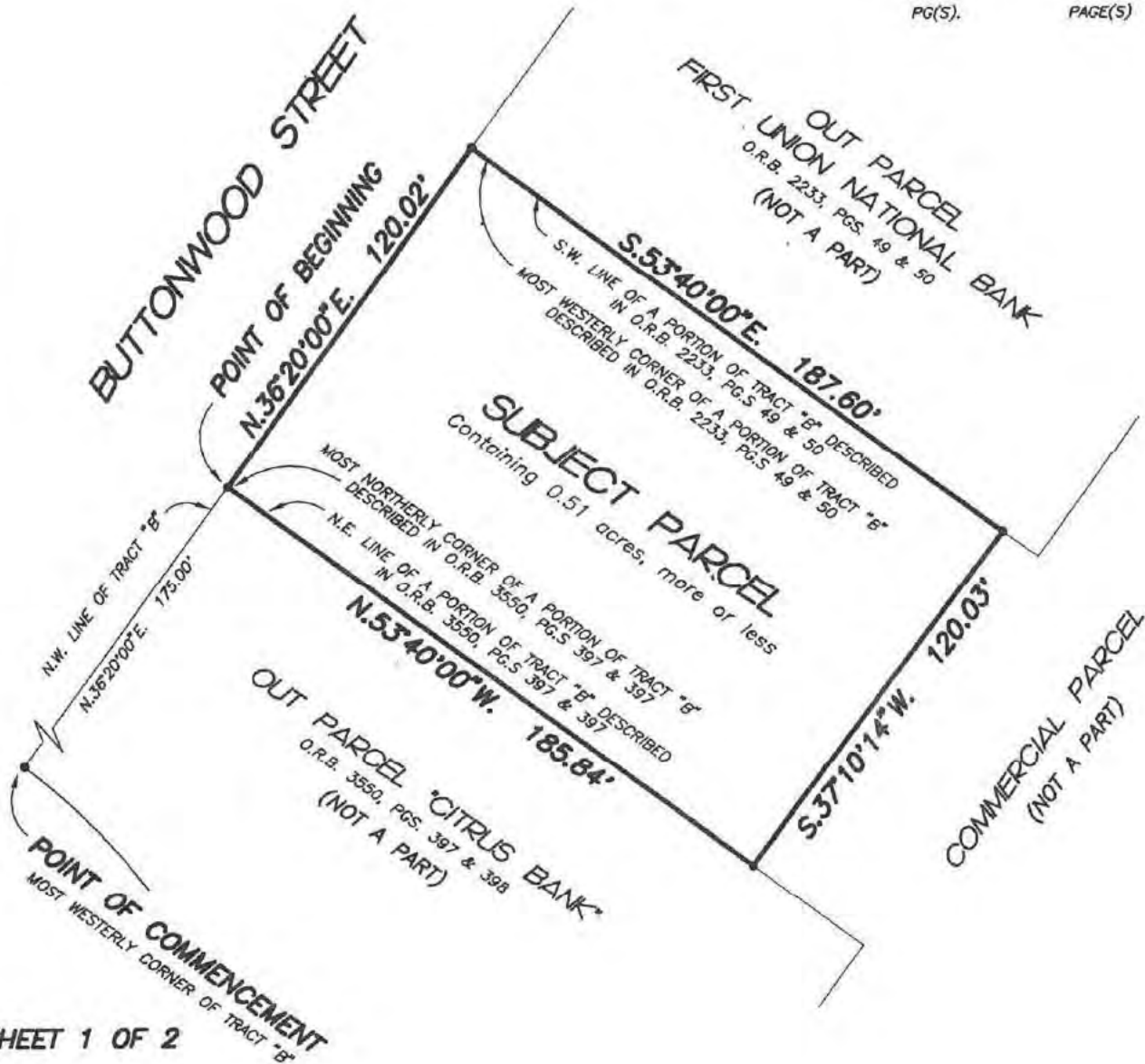


SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

PARK PARCEL #1

ABBREVIATION	DEFINITION
O.R.B.	OFFICIAL RECORDS BOOK
PG(S).	PAGE(S)



SHEET 1 OF 2

PREPARED BY:

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS

106 DIXIE LANE (P.O. BOX 321321)
COCOA BEACH, FLORIDA 32932-1321

TELEPHONE: (407)783-7443 FAX: (407)783-5902

SEE SHEET 2 OF 2 FOR DESCRIPTION,
SURVEYOR'S CERTIFICATION AND SURVEYOR'S NOTES.

PREPARED AND CERTIFIED FOR:

EXHIBIT A

BAREFOOT BAY RECREATION DISTRICT

1.	
2.	
3.	
DATE: 1-14-97	DRAWN BY: DJG
JOB NO. 970002	SCALE: 1"=50'

DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION: PARK PARCEL #1

A portion of TRACT "B", BAREFOOT BAY, UNIT TWO, PART ELEVEN according to the plat thereof as recorded in Plat Book 22, Pages 116 through 120 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the most Westerly corner of said TRACT "B"; thence N36°20'00"E, along the Northwestern line of said TRACT "B", a distance of 175.00 feet, to the most Northerly corner of that portion of said TRACT "B" described in Official Records Book 3550, Pages 397 and 398 of the Public Records of Brevard County, Florida and the POINT OF BEGINNING of the herein described parcel; thence continue, N36°20'00"E, along the Northwestern line of said TRACT "B", a distance of 120.02 feet, to the most Westerly corner of that portion of said TRACT "B" described in Official Records Book 2233, Pages 49 and 50 of the Public Records of Brevard County, Florida; thence S53°40'00"E, along said Southwesterly line, a distance of 187.60 feet; thence S37°10'13"W, a distance of 120.03 feet, to a point on the Northeasterly line of that portion of said TRACT "B" described in Official Records Book 3550, Pages 397 and 398 of the Public Records of Brevard County, Florida; thence N53°40'00"W, along said Northeasterly line, a distance of 185.84 feet, to the POINT OF BEGINNING; Containing 0.51 acres, more or less.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. The bearings shown are based on a bearing of N36°20'00"E along the Northwestern line of Tract "B," BAREFOOT BAY, UNIT TWO, PART ELEVEN, according to the plat thereof recorded in Plat Book 14, Pages 116-124 of the Public Records of Brevard County, Florida.
3. • Denotes a change in direction (no corner found or set).

SEE SHEET 1 OF 2 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION.

SHEET 2 OF 2

PREPARED BY:

ALLEN
AE Engineering, Inc.

SURVEYORS - ENGINEERS


106 DIXIE LANE (P.O. BOX 321321)
COCOA BEACH, FLORIDA 32932-1321

TELEPHONE: (407)783-7443 FAX: (407)783-5902

SURVEYOR'S CERTIFICATION:

I hereby certify that the attached Property Description was prepared under my direction, in accordance with all applicable requirements of the "Minimum Technical Standards," for land surveying in the State of Florida, described in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

ALLEN ENGINEERING, INC.

BY: 
ROBERT M. SALMON
PROFESSIONAL SURVEYOR &
MAPPER
FLORIDA REGISTRATION No. 4262

Not valid without the signature
and the original raised seal of a
Florida licensed surveyor and mapper.

PREPARED AND CERTIFIED FOR:

BAREFOOT BAY RECREATION DISTRICT

1.	
2.	
3.	
JOB NO. 970002	DATE: 1-14-97

Exhibit “B”

Conceptual Site Plan





Steward Health Care System LLC 1900 N. Pearl Street, Suite 2400 Dallas, Texas 75201
t 469-341-8800 f 469-341-8999 steward.org

December 3, 2020

Barefoot Bay Recreation District
c/o Barefoot Bay Board of Trustees
625 Barefoot Blvd.
Barefoot Bay, FL 32796

**RE: Ground Lease for New Modular Medical Clinic | Vacant Land, Approximately
.51 Acres | Tax Parcel ID Number: 30-38-10-JT-B.3**

Honorable Board of Trustees:

The following outlines the basic business terms and conditions upon which Steward Medical Group, ("Lessee") would be willing to enter in to a long term ground ("Lease") located at the subject vacant lot as more particularly set forth in this letter of intent ("Letter of Intent").

Lessor: Barefoot Bay
Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32796

Lessee: Steward Medical Group
c/o Steward Health Care System,
LLC 1900 Pearl Street, Suite 2400
Dallas, Texas 75201
Attn: Deputy General Counsel, Real Estate

Leased Premises: Approximately .51 acre lot with a legal description of Barefoot Bay Unit 2
Part 11 Part of Tract B as Described in Exhibit A, Official Records Book
3684, Page 2999 Public Records of Brevard County, FL; Tax Parcel ID
Number: 30-38-10-JT-B.3.

See attached conceptual aerial illustration, Exhibit "A".

Initial Term: The initial term of the Lease shall be ten (10) years (the "Initial Term").

Extension Term(s): The Lessee shall be entitled to two (2) options to extend the term of the Lease
for successive terms of ten (10) years each (each such 10-year extension
period hereafter, an "Extension Term").

**Base Rent during
Initial Term:** Except during the Rent Abatement Period and the 3-month extension thereof
(if applicable), Annual base rent during the Initial Term shall be \$20,000.00,
payable by Lessee in twelve (12) equal monthly installments each year of the
Initial Term. Except as otherwise set forth in this Section, Total base rent
during the Initial Term shall be \$200,000.00.

Base Rent during**Extension Term(s):**

Annual base rent during each Extension Term shall be \$25,000.00, payable by Lessee in twelve (12) equal monthly installments throughout each year of the Extension Term. Total base rent during each Extension Term shall be \$250,000.00.

Rent Commencement:

Rent under the Lease shall be abated for a period of nine (9) months from the effective date of the Lease (the "Rent Abatement Period"), during which Rent Abatement Period Lessee shall pursue permitting approval and build-out on the Leased Premises. In the event a Certificate of Occupancy/Completion has not been issued on or before expiration of the Rent Abatement Period, Lessee shall be entitled to one (1) three (3) month extension of the Rent Abatement Period (for a cumulative total of twelve (12) months for build-out). In the event a Certificate of Occupancy/Completion has not been issued following the 3-month extension of the Rent Abatement Period, rental payments shall commence at half monthly rent effective as of the first anniversary of the effective date of the Lease for a period not to exceed three (3) months. Unless otherwise agreed to by both parties, upon the earlier of either the issuance of a Certificate of Occupancy/Completion or fifteen (15) months from the effective date of the Lease, full rental payments shall commence.

Operating Expenses:

Lessee shall be responsible for reimbursing Lessor for Real Estate taxes and insurance on the leased premises. Lessee shall indemnify Lessor for actions related to its business activities conducted on site not caused by Lessor's negligence or actions.

Utilities:

Lessee shall be responsible for obtaining and paying for any utilities that Lessee may require, including, without limitation, any internet or telecommunications services.

Improvements:

Upon execution of the Lease, Lessor will provide authorization for Lessee to act as Applicant on its behalf for any required permit or site plan approvals. Lessee shall be solely responsible for all costs related thereto. Lessee shall use its best efforts to provide Lessor copies of permit applications filed with Brevard County or related agencies at least fourteen (14) days in advance of filing. Lessee's activities shall in no way interfere with the established use of Lessor's adjacent commercial shopping center and/or its related parking. Lessee shall be solely responsible for all costs associated with the extension of any required utility lines necessary to serve the Leased Premises and for the construction of any required stormwater maintenance system serving the Leased Premises that arises from its development of Lessee's improvements. Lessor will grant any required temporary easements for development purposes so long as Lessee shall not unreasonably interfere with Lessor's business operations during the development process. The parties shall reasonably coordinate development efforts and business operations during development of the Leased Premises. Lessee shall take the subject property "AS IS" and shall be solely responsible for any required cost(s) and expense(s) arising from any inherent site condition that creates an

impediment to development. Lessee shall agree to indemnify BBBD from any code enforcement or regulatory compliance fines or assessments levied by Brevard County or any other regulatory agency as a result of Lessor's non-compliance with any approved permit or site plan requirement(s). At the termination of the ground Lease and any applicable Extension Term(s), Lessor shall have the option of accepting the modular building or requiring its removal by Lessee. All improvements such as parking, utilities, and drainage shall become property of Lessor. Except for removal of the modular building, Lessee shall have no obligation to remove site improvements upon termination of the Lease or Extension Term(s), if any.


Exclusivity:

Except for that certain lease between Lessor and Shaw Medical Group, LLC with a commencement date of August 1, 2020 (the "Nurse Practitioner Lease"), Lessor agrees that the provision of professional medical services shall at all times during the Initial Term or any Extension Term be exclusive to Lessee. Except for the Nurse Practitioner Lease, Lessor agrees it shall not enter into a medical office space lease with a medical service provider during the Initial Term or any Extension Term, nor shall Lessor allow any shopping center tenants to assign and/or change use of their respective leased premises in a manner that competes with Lessee.

We look forward to executing this Letter of Intent and to negotiating a mutually agreeable lease with respect to the Leased Premises. Lessor and Lessee each acknowledge that this Letter of Intent is non-binding and is in no way intended to be a complete or definitive statement of all the terms and conditions of the proposed transaction, and that the negotiation and execution of a mutually satisfactory lease agreement shall be required. All terms and conditions outlined are subject to change or withdrawal without notification to either party.

If the terms and conditions set forth are acceptable to you, please acknowledge your assent on behalf of the Lessee with the signature of a duly authorized individual where indicated below, and then kindly return the same to me.

Sincerely,



Sanjay K. Shetty, MD
Executive Vice President

AGREED TO AND ACCEPTED BY:

Barefoot Bay Recreational District


By: 
Name: Joseph Riosky
Title: Chairman

Exhibit "A"



Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 24, 2021
Title: **Shopping Center Electrical Upgrades Approval of Agreement**
Section & Item: 8.C
Department: Administration
Fiscal Impact: \$186,015.00 (FY21 Funding of \$101,500.00)
Contact: John Coffey, Community Manager, Cliff Repperger, General Counsel, General Counsel
Attachments:
Reviewed by General Counsel: Yes
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approve Chairman Maino's execution of draft proposed Agreement with Current Electrical Solutions, Inc.

Background and Summary Information

On June 7, 2021, the BBRD Shopping Center Electrical Upgrade Evaluation Committee recommended award to Current Electrical Solutions, Inc.

On June 22, 2021, the Board of Trustees approved award of the contract to Current Electrical Solutions, Inc.

Attorney Repperger to provide final draft proposed Agreement in advance of meeting.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 24, 2021

Title: **Case No. 15-000310**
05-2017-CA-018583
453 Egret Circle

Section & Item: 8.D

Department: Resident Relations, Council

Fiscal Impact: Approximately of \$3098.50 of prior legal fees and costs (DOR Matter).

Contact: Cliff Repperger, General Counsel, General Counsel, John Coffey, Community Manager

Attachments: Affidavit of Compliance 15-000310, BOT Minutes March 28, 2017

Reviewed by General Counsel:

Yes

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Consider options for litigation.

Background and Summary Information

The matter involves a DOR violation enforcement case (15-000310). The matter was referred to Attorney Repperger and a lawsuit was filed. Prior to resolution of the case (owner never filed a responsive pleading), the violation was brought into compliance.

On March 28, 2017, the Board of Trustees, after a presentation by the owner, voted to waive all legal fees (\$2,602.50) and dismiss lawsuit pending the owner's payment of costs of \$496.00. The owner was supposed to propose a payment plan with BBRD. To date, the owner has not paid outstanding costs.

Lawsuit has remained pending but effectively stayed, based on owner's failure to pay costs of \$496.00. The Case Management Conference is set for September 3, 2021. Attorney Repperger is seeking direction as to how the Board would like to proceed.

Options:

1. Pursue Final Judgment for full amount of fees and costs (approx. \$3,098.50+ fees to pursue the same). Would require expenditure of approximately \$1,750.00 more in legal fees.
2. Pursue Final Judgment for costs only (\$496.00).
3. Dismiss litigation/reflect amounts on owner account (unsecured).

**BAREFOOT BAY VIOLATIONS COMMITTEE
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 15-000310

#3774/ 15-000310

TAYLOR, MARIA ELENA, GOIN, ROSEMARIE A

453 EGRET CIR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 453 EGRET CIRCLE

AFFIDAVIT OF COMPLIANCE

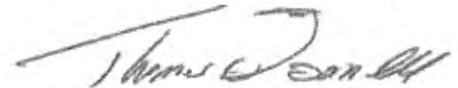
STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Thomas O'Donnell, Deed of Restrictions Enforcement Officer for the Barefoot Bay Recreation District who, after being duly sworn, deposes and says.

1. That on the 03/15/2017 the Board of Trustees held a public hearing and issued an Order in the above-styled matter.
2. Said Order provided for further legal action to be taken by the Recreation District's Attorney.
3. That a re-inspection was performed on the 15th day of March, 2017.
4. That a re-inspection revealed that the corrective action ordered by the Board of Trustees has been taken in that the violation has been corrected.
5. Pursuant to Article III, Section 12(C) of the DOR, Barefoot Bay is entitled to an award of attorney fees and cost incident to bring this action.
6. This Affidavit of Compliance does not release the Respondents from the obligations of any judgment rendered in Brevard County Circuit Court, including, but not limited to, those as to attorney's fees and costs and/or curative action costs incurred by Barefoot Bay Recreation District.

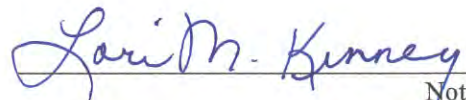
FURTHER AFFIANT SAYETH NAUGHT.

Dated March 16, 2017.

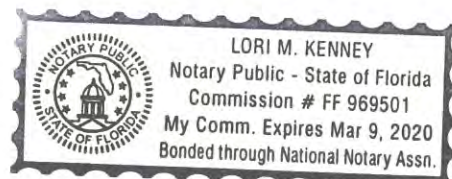


Thomas O'Donnell, DOR Inspector,

The forgoing instrument was sworn and subscribed before me on March 16, 2017, by Thomas O'Donnell, who is personally know to me and who did take an oath.



Notary Public
State of Florida at Large





BAREFOOT BAY RECREATION DISTRICT

Ms. Sue Cuddie presented the consistent violation to the Board and requested referring the item to the attorney's office

Mr. Cavaliere made a motion to send 526 Persimmon Cases 16-003693, 16-000254, 16-000355 to the attorney office for equal and equitable action. Second by Mr. Geier. Motion carried unanimously.

DOR Legal Fee Waiver Request 453 Egret Circle

The homeowner at 453 Egret Circle spoke on her own accord. She stated that the violations are now all in compliance.

Mr. Roger Compton spoke on the homeowner's behalf as the property has greatly improved and he stated that he can vouch for the improved condition of the house. Mr. Cavaliere voiced dissatisfaction with the length of time that passed between the notice of violation and the resolution. The homeowner stated she did not have the finances to fix all the violations at once.

Mr. Cavaliere recommended a penalty for drawn out violations instead of just waiving fees such as community service with the HOA.

Mr. Cavaliere made a motion to waive fee of \$2,602.50, charge the homeowner for the costs of \$496 and mandate 100 community service hours with the HOA. Second by Mr. Geier. General Counsel Repperger advised against applying a mandatory penalty but suggested offering community service as an option to the owner.

Mr. Randy Loveland, President of the HOA stated that he is very open to volunteers but was not in favor of the HOA being viewed as a restitution service.

Mr. Geier withdrew his second and motion died for lack of second.

Mr. Geier made a motion to waive the fee of \$2,602.50 and charge the homeowner for the costs of \$496 at a monthly rate. Second by Mr. Lavier. Motion carried unanimously.

Moratorium on Formation of New Clubs and Organizations

Mr. Diana recommended tabling this topic until the next BOT Policy Workshop.

Mr. Cavaliere suggested addressing this topic since there may be a chance we will run out of room to place the clubs if we continue to approve them.

Mr. Cavaliere made a motion to put the moratorium on new clubs and organizations in place until the topic can be discussed further at the next BOT Workshop. Second by Mr. Lavier. Mr. Geier and Mr. Diana opposed. Motion carried 3-2

Banking RFP award

On March 2, 2017, The Banking Services RFP Committee opened one sealed proposal from Marine Bank & Trust. The Committee consented to present the bid from Marine Bank & Trust to the Board. Bill Penney and Georgia Irish presented on behalf of Marine Bank & Trust. They stated that they are a local bank, easy to talk to with absolutely no 800 numbers. Ms. Irish, Account Manager, encouraged the residents to call her if anyone had any questions.

Mr. Geier made a motion to accept Marine Bank and Trust for the management of BBRD banking services. Second by Mr. Lavier. Motion carried unanimously.

Board of Trustees

Meeting Agenda Memo

Date:

Tuesday, August 24, 2021

Title:

**Case No.: 18-000591
05-2020-CA-052788
1025 Wren Circle**

Section & Item:

8.E

Department:

Resident Relations, Council

Fiscal Impact:

Approximately of \$2,455.74 of legal fees and costs (DOR Matter).

Contact:

Cliff Repperger, General Counsel, General Counsel

Attachments:

Reviewed by General Counsel: Yes

Approved by:

John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Consider options for litigation.

Background and Summary Information

The matter involves a DOR violation enforcement case (18-000591). The matter was referred to Attorney Repperger and a lawsuit was filed. Prior to resolution of the case (owner never filed a responsive pleading), the violation was brought into compliance.

The case was held due to staff advising General Counsel that the CVO was assisting the owner to come into compliance.

Compliance was confirmed by BBRD Staff on 05/12/2021. CVO was actively involved in the resolution of the case.

Options:

1. Pursue Final Judgment for full amount of fees and costs (approx. \$2,455.74 + fees to pursue the same). Would require expenditure of approximately \$1,750.00 more in legal fees.
2. Dismiss litigation/reflect amounts on owner account (unsecured) or waive fees due to owner's personal financial situation.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 24, 2021
Title: **Shopping Center Lease Renewal: Sunshine Rental & Sales**
Section & Item: 9.A
Department: Shopping Center
Fiscal Impact: \$9,955.80 annually
Contact: Charles Henley, Finance Manager, John Coffey, Community Manager
Attachments: 9010716 Sunshine Rentals 2016 Lease, 9010720 Sunshine Rentals 2016 Lease Assignment, Sunshine Rentals & Sales Email
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Consideration of the lease renewal request of Timothy Scoville d/b/a Sunshine Rental & Sales for a five-year period under the agreed upon terms.

Background and Summary Information

On September 28, 2016, BBRD entered into a lease agreement with M. Joy Liddy d/b/a Sunshine Rental and Sales, LLC for the use of Building 1, Suite 7. The initial 5-year term expires September 30, 2021.

On May 12th, 2020, The BOT approved the assignment of the lease to Timothy Scoville who has been doing business as Sunshine Rental and Sales, which is a fictitious name registered to TND REALITY & RENTALS LLC.

On August 6, 2021, BBRD received a written request to exercise the 5-year extension option available in the lease and on August 8, 2021, Timothy Scoville agreed to the 5% increase in Base Rent allowed for in the lease.

Staff recommends the BOT approve a five-year lease renewal for Building 1, Suite 7 at the Shopping Center according to the terms of the initial lease and authorize the Chairman to execute the renewal agreement when it becomes available from BBRD General Council Repperger.

LEASE AGREEMENT

September, 2016 **THIS LEASE AGREEMENT** is made and entered into this 28th day of September, 2016, by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes, and Brevard County Ordinance No. 84-05, (hereinafter referred to as "Lessor") and M. Joy Liddy d/b/a Sunshine Rental and Sales, LLC (hereinafter referred to as "Lessee").

WITNESSETH:

That Lessor, for and in consideration of the rents hereinafter to be paid by Lessee and the covenants herein to be made and kept by Lessee, hereby demises and leases unto Lessee that certain premises located in Brevard County, Florida, to wit:

Bldg. 1, Suite 7 located at
935 Barefoot Blvd.
Barefoot Bay, FL 32976

1. Term.

(a) The term of this Lease shall be for a period of 5 years commencing on October 1, 2016 and ending on September 30, 2021.

(b) Provided that the Lessee is not in default of any provisions of this lease, Lessee and Lessor may agree to renew or extend said lease for one (1) additional five (5) year period upon the same terms, covenants and conditions as set forth herein, except that Lessor, at its option, may increase the base rent by as much as five percent (5%) per renewal period. In no event shall base rent increase more than five percent (5%) in any renewal period. Lessee and Lessor shall agree to renew by giving written notice of intent to renew to each other not less than sixty (60) days prior to the expiration of the initial term hereof.

2. Rent.

(a) The base rent payable by Lessee to Lessor during the initial five year term of this Lease and the First and Second Renewal Periods are as reflected on the Schedule of Monthly Rental Payments attached and incorporated herein as Exhibit "A". At the time rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment of rent, Common Area Maintenance (CAM) charges and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted to actual at each year end. The proportionate share of property taxes at the start of the lease is \$72.65 per month. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$94.58 per

month. Said CAM charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the commencement date of this Agreement, Tenant agrees to pay to the Landlord throughout the term of this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount.

Each monthly installment of rent, real estate taxes and CAM charges shall be payable in advance on the first day of each and every month during the term of the Lease without deduction, offset, prior notice or demand. If any of said payments are not received within five (5) days of the date due, Lessee shall pay Lessor a Twenty Five and 00/100 Dollars, (\$25.00), late fee. If the lease term commences on a date that is not the first day of the month, or if the lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or terminates.

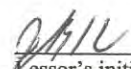
(b) All rental installments, together with any other payments required to be made by Lessee to Lessor hereunder, shall be payable with United States currency at the office of Lessor located at 625 Barefoot Boulevard, Barefoot Bay, Florida, 32976 or at such other location as may be hereafter specified by Lessor to Lessee.


3. **Past Due Rent.** All past due rent, including any other payment required to be made by Lessee to Lessor, and any other amount which Lessor has advanced in order to cure Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum from the date due, or that date of payment, as the case may be, until repaid. Any amounts advanced by Lessor pursuant to the terms and provisions of this Lease, shall be repaid to Lessor by Lessee within ten (10) days after written demand therefore.

4. **Security for Payment of Rents.** Lessee hereby pledges with and assigns unto Lessor all of the furniture, fixtures, goods and chattels of said Lessee which may be brought or put on the leased premises, and which are presently on said premises, as security for the payment of the rents herein reserved, and agrees that Lessor's lien for the payment of said rent may be enforced by distress, foreclosure or otherwise at the option of Lessor.

5. **Security Deposit; Key Deposit:**

(a) Concurrently with Lessee's execution of this Lease, Lessee shall deposit with Lessor the sum of a \$150 deposit is currently on deposit with Lessor. Said sum shall be held by Lessor as a security deposit for the faithful performance by Lessee of all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the term hereof. If Lessee defaults with respect to any provision of this Lease, including but not limited to, the provision relating to the payment of rent and any of the monetary sums due herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit


Lessor's initial


Lessee's Initial

to its original amount; Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep the security deposit separate from Lessor's general funds, and Lessee shall not be entitled to interest on such deposit.

(b) If Lessee shall fully and faithfully perform every provision of this Lease to be performed by Lessee, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option, to the last assignee of Lessee's interest hereunder) at the expiration of the lease term and after Lessee has vacated the leased premises. In the event of termination of Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor-in-interest whereupon Lessee agrees to release Lessor from liability from the return of such deposit or the account therefore.

(c) In addition to the security deposit required as provided herein above, Lessee shall deposit with Lessor the sum of Twenty-Five and 00/100 Dollars (\$25.00) for each key to the leased premises provided to Lessee by Lessor. If Lessee at any time requires a replacement key or fails to return all keys to the leased premises to Lessor upon termination of this Lease, Lessor may retain the applicable key deposit to compensate Lessor for all costs incurred in replacing the lost or unreturned key(s). Upon termination of this Lease and Lessee's return of the key(s) to the leased premises to Lessor, Lessee shall be entitled to the return of the applicable key deposit.


6. **Taxes.**

(a) During the term hereof, Lessee shall, pay prior to delinquency, all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Lessee contained in the leased premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Lessor of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with Lessor's real property, Lessee shall pay to Lessor in share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's property. For the purpose of determining said amount, figures supplied by the Brevard County Property Appraiser as to the amount so assessed shall be conclusive. Lessee shall comply with the provisions of any law, ordinance or rule of taxing authorities which requires Lessee to file a report of Lessee's property located in the leased premises.

(b) Lessor shall also pay or cause to be paid, prior to delinquency, all real estate taxes and assessments levied or charged against the leased premises.

7. **Alterations and Additions.** Lessee shall not make or allow to be made any alterations or physical additions or improvements in or to the leased premises without first obtaining the written consent of Lessor. Any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this lease if Lessee is not then in default and if such equipment and


Lessor's initial


Lessee's Initial

furniture is not then subject to any other rights, liens and interests of Lessor. If required by Lessor, such alterations, additions or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations and additions at the time Lessor's consent is sought.


8. **Maintenance and Repair.** Lessor agrees to repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises. Lessee shall be responsible for all other repairs and maintenance necessary including, but not limited to, work on the storefront, show windows, windows, door locks and hardware, window glass, interior decoration and painting, plumbing, heating, air conditioning and electrical facilities. Lessee shall enter into an annual maintenance contract of the Air Conditioning unit, and provide a copy of the contract to the Lessor. Failure to do so will result in the lessee responsibility for replacement of the air-conditioning unit. Lessee shall do all things necessary to keep the leased premises (except the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises, which shall be maintained by Lessor), including the sidewalks and area adjacent to the leased premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the leased premises is apart. Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of Lessee or Lessee's guests or invitees.

9. **Services.**

(a) Lessee shall during the term hereof pay prior to delinquency all charges for all electrical, water, sewer, garbage and telephone service to the leased premises and shall hold Lessor harmless from any liability there from.

(b) Lessor shall provide for maintenance and repair of parking and common areas of the Shopping Center. Except as specifically provided for herein, Lessor shall not be obligated to provide any services to Lessee. In addition, Landlord does not warrant that any such services provided to Lessee will be free from interruption due to causes beyond Lessor's control. In the event of an interruption of such services or delay in the restoration of such services, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the leased premises or rendered Lessor liable to Lessee for damages by abatement of rent or otherwise, nor shall the same relieve Lessee from performance of Lessee's obligations under this Lease.

Lessee shall pay Lessor its proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center, including, but not limited to cleaning, common area utilities and repairs, maintenance, and replacement of sidewalks, landscaping, roofs, and painting and hurricane protection. Said proportionate share shall be based on the square footage of building which is occupied when repairs are made. At the start of the lease, in order to insure that the parking area and common areas are properly maintained, Lessee shall pay Lessor \$94.58 a month, in advance, along with the proportionate


Lessor's initial


Lessee's Initial

property tax and required rental payments. In the event that the monthly CAM payment does not satisfy the cost of said maintenance, Lessee shall pay Lessor his proportionate share of excess within ten (10) days of receipt of the statement which evidences such excess payment. If Lessee fails to make said payment within ten (10) days of receipt of said statement, Lessee shall pay Lessor a Twenty Five Dollar (\$25.00) late fee for every month said payment is not made. In the event Lessee does not pay said common area maintenance expense for two consecutive months, Lessor, at its option, may terminate said lease and take all remedies permitted by Paragraph 21 herein.

10. **Parking.** No part of any parking area adjoining the leased premises is leased hereunder. Lessor agrees that parking areas shall be available to and used by, customers of Lessee along with customers of other tenants of other portions of the building of which the leased premises form a part, and subtenants and concessionaires thereof. Said parking area shall not be used by Lessee, subtenant, or concessionaire, except with the written consent of Lessor, in which event said Lessee, subtenant, concessionaire or employee shall park their automobiles in such place or places as shall be designated by Lessor. Lessor shall have the right to at any time, and from time to time, to establish rules and regulations for the operation of said parking area. Lessee further agrees that upon written notice from Lessor, Lessee shall provide Lessor a list of the automobile license number assigned to Lessee's car and all employees or agents.


11. **Use.**

(a) **Use.** The leased premises shall be used and occupied by Lessee as Real Estate Business, Document Preparation and Notary Public and for no other purpose without the prior written consent of Lessor.

(b) **Suitability.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or with respect to the suitability of the leased premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration or improvement to the leased premises except as provided in this Lease. The taking of possession of the leased premises by Lessee shall conclusively establish that the leased premises were at such time in satisfactory condition.

(c) **Lessee's Acceptance.** Lessee accepts the leased premises in the condition they are in on the date this Lease commences or Lessor grants occupancy, which ever occurs first. Lessee hereby acknowledges that it has received the leased premises in a thoroughly good and tenantable order, safe condition and repair of which the execution of this Lease, and Lessee's taking of possession hereunder shall be conclusive evidence.

(d) **Zoning and Occupational License.** Lessee shall be solely responsible to determine that the purpose for which he/she/it intends to use the leased premises is allowed under the current zoning and occupational license rules and regulations. Lessor makes no representations as to the permissible uses under the applicable zoning and occupational license rules and regulations.


Lessor's initial


Lessee's Initial

(e) **Uses Prohibited.** Lessee hereby agrees that:

(i) Lessee shall not do or permit anything to be done in or about the leased premises nor bring to keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the leased premises or the real property of which the premises are a part or of any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said premises or real property or any part thereof or any of its contents, nor shall Lessee sell or permit to be sold in or about said premises any articles which may be prohibited by a standard form policy of fire insurance.

(ii) Lessee shall not do or permit anything to be done in or about the leased premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent property or injure or annoy them or use or allow the leased premises to be used for any unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the leased premises. Lessee shall not commit or suffer to be committed any waste in or upon the leased premises.

(iii) Lessee shall not use the leased premises to permit anything to be done in or about the leased premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

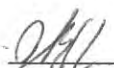
(iv) Lessee shall not leave the leased premises unoccupied or vacant. Throughout the term of this lease, the Lessee shall conduct and carry on in the leased premises the type of business for which the leased premises are leased.

(v) Lessee is prohibited from conducting business from 10:00 p.m to 7:00 a.m., unless the Lessor consents in writing. Twenty four hour operations are strictly prohibited.

12. **Insurance.**

(a) **Public Liability.** Lessee shall, at Lessee's sole cost and expense, but for the mutual benefit of Lessor and Lessee, maintain throughout the term of this Lease general public liability insurance against claims for personal injury, death or property damage occurring in, or about the leased premises, and in, on , or about the sidewalks directly adjacent to the leased premises and such other areas as Lessee, Lessee's officers, agents, employees, contractors and invitees shall have the right to use pursuant to this Lease. Such insurance shall have a minimum coverage of \$500,000.00 for single occurrence and \$1,000,000.00 for more than one occurrence.

(b) **Fire and Extended Coverage.** Lessor shall take out and keep in force during the term of this Lease, at Lessor's expense, fire and extended coverage insurance on the building within which the leased premises are located, exclusive of Lessee's fixtures, personal property and equipment, in an amount determined by Lessor.


Lessor's initial


Lessee's Initial


(c) **Miscellaneous.** The insurance policy or policies required hereunder of Lessee shall be written in companies licensed to do business in Florida, selected by Lessee, subject to the approval of such companies by Lessor. Lessee shall, prior to opening for business in the leased premises, furnish from the insurance companies certificates of coverage evidencing the existence and amounts of such insurance. All such policies of insurance shall be issued in the name of Lessor and Lessee and for the mutual and joint benefit and protection of the parties hereto, but in no event shall such policies limit Lessee's liability. All such policies shall be primary, not contributory with and not in excess of the coverage which Lessor may carry. All such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended except after fifteen (15) days written notice thereof to Lessor. Lessee shall have the right to provide such coverage pursuant to blanket policies obtained by Lessee provided such blanket policies expressly afford the coverage required by this Lease. The failure of Lessee to obtain the insurance policy or policies required hereunder shall constitute a default under the terms of this Lease. If Lessee does not take out such insurance or keep the same in full force and effect, Lessor may, but shall be under no duty to, acquire the necessary insurance and pay the premium therefore and Lessee shall repay to Lessor the amounts so paid promptly after demand. Lessor's purchasing of said insurance shall not affect Lessor's remedies for Lessee's default.

(d) **Non-Waiver of Sovereign Immunity.** Regardless of the level or type of coverage obtained for the benefit of Lessor as described herein, Lessor does not intend that any provision of this Agreement shall in any way constitute a waiver of any defense or limit of sovereign immunity to which Lessor may be entitled pursuant to Section 768.28, F.S., or as otherwise provided by law.

13. **Assignment.** Lessee covenants and agrees not to assign, transfer, mortgage, pledge or hypothecate the leasehold or to sublet the leased premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any transfer of this Lease from Lessee by merger, consolidation or liquidation shall constitute an assignment for the purposes of this Lease. No consent by Lessor to any assignment or subletting by Lessee shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether occurring before or after such consent, assignment or subletting.

14. **Indemnification.** Lessee shall indemnify, defend and save harmless said Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the leased premises by reason or as a result of Lessee's occupancy thereof and from and against any orders, judgments or decrees which may be entered thereon and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim or in the investigation thereof.

15. **Subordination.** It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises by Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions and


Lessor's initial


Lessee's Initial

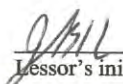
modifications of all or any part thereof which Lessor may hereafter, at any time, elect to place on said premises, and Lessee agrees upon request to hereafter execute any paper or papers which counsel for Lessor may deem necessary to accomplish that end. That in default of Lessee's doing so, Lessor is hereby empowered to execute such paper or papers, in the name of Lessee, and as the act and deed of said Lessee, and this authority is declared to be coupled with an interest and not revocable.

16. **Liens.** Lessee shall keep the leased premises, and the property in which the leased premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased shall not be subject to any such liens.

17. **Entry By Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the leased premises and any portion of the building without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of work to be performed, always providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the leased premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the leased premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor May deem proper to open doors in an emergency, in order to obtain entry to the leased premises, and any entry to the leased premises obtained by Lessor by any of said means or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the leased premises or an eviction of Lessee from the leased premises or any portion thereof.

18. **Casualty Damage.** In the event the leased premises are destroyed or so damaged by fire or other casualty during the term of this Lease so that they become untenable, then Lessor shall have the right to render said premises tenantable by making the necessary repairs within ninety (90) days after the date of written notification by Lessee to Lessor of the destruction or damage and if said premises are not rendered tenable within said time, it shall be optional with either party to cancel this Lease and, in the event of such cancellation, the rent shall be paid only to the date of such written notification of the fire or casualty. If the leased premises should only be partially damaged by fire or other casualty and Lessor chooses to repair said premises and the damage or destruction was not caused or contributed to by act or negligence of the Lessee, its agents, employees, invitees or those for whom the Lessee is responsible, the rent payable under this lease during the period for which part of the premises is uninhabitable shall be adjusted downward, proportionate with the share of the total space which is uninhabitable.

19. **Condemnation:**


Lessor's initial


Lessee's Initial

(a) If the whole of the leased premises or such portion thereof as will made the leased premises unsuitable for the purpose herein leased is condemned for any public use or purpose by any legally constituted authority, then in either of such events, the Lease shall terminate as of the date when possession is taken by such public authority and rental shall be payable by Lessee only to such date.

(b) If any part of the leased premises shall be condemned and taken without causing a termination pursuant to the above paragraph, then Lessor at its option shall have the right to either terminate the Lease upon written notice within sixty (60) days after said taking, or to continue the term of the said Lease, in which event the rental shall be equitably reduced in proportion to the space so taken (but not for parking space so taken), and Lessor shall, at its own cost and expense, restore the remaining portion of the leased premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and make all repairs to the building in which the premises are relocated to the extent necessary to constitute the building a complete architectural unit.

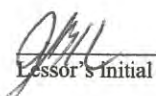
(c) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to and be the property of Lessor without any participation by Lessee, and Lessee hereby assigns to Lessor any award made to Lessee, provided, however, that nothing contained herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or costs of removal of, or for the value of, stock, trade, fixtures, furniture, and other personal property belonging to Lessee, provided that no such claim shall diminish or otherwise adversely affect Lessor's aware.

20. **Default.** Each of the following events shall be a default hereunder by Lessee and a breach of this Lease:

(a) If Lessee shall fail to pay to Lessor any rent or sales or use tax thereon, or any other payment required to be made by Lessee, as and when the same shall become due and payable and such failure to pay shall continue for ten (10) days after the same became due and payable;

(b) If Lessee or any successor or assignee of Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the Bankruptcy Act of any State, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall take an assignment for the benefit of creditors, or, if Lessee be a corporation, shall be dissolved, voluntarily or involuntarily;

(c) If involuntary proceedings under any such bankruptcy law or insolvency act, or for the dissolution of a corporation shall be instituted against Lessee or such successors or assignee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee or such successor or assignee;


Lessor's Initial


Lessee's Initial

(d) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such ten (10) day period and Lessee shall not in good faith have commenced such performance within such ten (10) day period and shall not diligently proceed therewith to completion;

(e) If Lessee shall vacate or abandon the leased premises for a period of ten (10) days or more;

(f) If this Lease or the interest of Lessee hereunder shall be transferred or assigned in a manner other than herein permitted;

(g) If Lessee fails to take possession of the leased premises on the term commencement date or within seven (7) days after notice that the leased premises are available for occupancy, if the term commencement date is not fixed herein, and if such occupancy date shall not be deferred in writing by Lessor; or

(h) If Lessee fails to pay the monthly common area maintenance fee for two consecutive months.

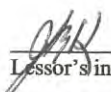
21. **Lessor's Default Options.** In the event of the occurrence of any default specified hereunder, Lessor may, at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:


(a) Terminate this Lease, resume possession of the leased premises for its own account, and recover immediately from Lessee the entire rent for the balance of the lease term.

(b) Resume possession and re-lease or rent the leased premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of rent comes due under this Lease or Lessor may choose, the difference between the rent specified in the Lease and the rent received on the re-leasing or renting.

(c) In any event, Lessor shall also recover all expenses incurred by reason of the breach, including, but not limited to, reasonable attorney's fees and court costs, and the costs of re-renting and making required alterations to the leased premises.

22. **Condition of Leased Premises upon Termination or Expiration:** Lessee shall, upon the expiration or termination of this lease, quit and surrender the leased premises, broom clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and improvements, alterations, additions, fixtures, and equipment at any time made or installed in, upon or to the interior or exterior of the leased premises (except personal property and other unattached movable trade fixtures put in at Lessee's expense), all of which shall be the property of the Lessor without any claim by Lessee therefore, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the demised premises, Lessee shall remove


Lessor's initial

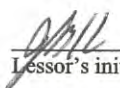

Lessee's Initial

all Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the leased premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have the right to remove and store said property, at the expense of the Lessee, without further notice to or demand upon Lessee and hold Lessee responsible for any and all charges and expenses incurred by Lessor therefore. If leased premises are not surrendered as and when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including without limitation, any claims made by any succeeding occupant founded on such delay. Lessee's obligation under this provision shall survive the expiration or sooner termination of this lease.

23. **Signs.** Lessee shall have the right to erect one sign of the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based on the size, nature, exact location, design, style, wording thereof and illumination of the proposed sign. Lessor reserves the right to use the exterior wall and roof of the leased premises, except as otherwise provided herein. Lessee shall not inscribe, paint or affix any signs, lights, advertisements, notices, placards, marquees or awnings on the exterior of the leased premises, including but not limited to the windows, doors, stairs, hallways or vestibules, without first receiving the written consent of the Lessor. No overhanging roof or projecting sign, placard, marquee or other advertisement and no paper or cardboard signs on or in the windows, doors or exterior of the leased premises, and no sidewalk racks or other display or vending machines shall be permitted. Lessee shall, upon receiving a written request from the Lessor, remove any notice, sign, light, advertisement, placard, marquee, awning, sidewalk rack or other display or vending machine which Lessee has placed or permitted to be placed in, on or about the leased premises which, in the opinion of the Lessor, is objectionable, offensive or not in good taste, and if the tenant shall fail to do so, Lessor may re-enter the leased premises and remove same at expense of Lessee.

24. **Inability to Perform.** If parties hereto are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease, then performance of such act shall be executed for the period of such delay or such prevention and the period for performance of such act shall be excused for the period of such delay or such prevention and the period for performance of said act shall be deemed added to the time herein provided for the performance of any such obligation.

25. **Estoppel Certificate:**


Lessor's initial

11 of 15


Lessee's Initial

(a) Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is modified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the leased premises.

(b) Lessee's failure to deliver to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

26. **Transfer of Lessor's Interest:** In the event of a sale or conveyance by Lessor of Lessor's interest in the leased premises or in any building of which the leased premises may be a part other than a transfer for security purposes only, Lessor shall be relieved from, after the date specified in any such notice of transfer, all obligations and liabilities accruing thereafter on the part of Lessor, provided that any funds in the hands of Lessor at the time of transfer in which Lessee has an interest shall be delivered to the successor of Lessor. This Lease shall not be affected by any such sale and Lessee agrees to attorn to the purchaser or assignee.

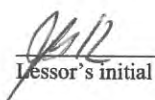
27. **Captions; Attachments; Defined Terms:**

(a) The captions of the sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

(b) Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

(c) The words "Lessor" and "Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several; as to a Lessee which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community and joint property. The term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the leased premises. The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

28. **Entire Agreement:** This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the leased premises and this Agreement and the exhibits and attachments may be altered, amended or


Lessor's initial


Lessee's Initial

revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the leased premises are merged in or revoked by this Agreement.

29. **Severability:** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

30. **Cost of Suit:**

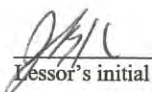
(a) If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the leased premises, the losing party shall pay the successful party a reasonable sum for attorney's fees and costs which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

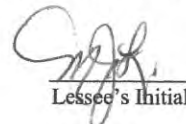
(b) Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the leased premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such other person or otherwise arising out of or resulting from any act or transaction of Lessee or of any such person, Lessee covenants to save and hold Lessor harmless from any judgment rendered against Lessor or the leased premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in or in connection with such litigation.

31. **Time; Joint and Several Liability:** Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the leased premises to Lessee. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

32. **Binding Effect; Choice of Law:** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 13, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida and venue shall be in Brevard County, Florida.

33. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition.


Lessor's initial


Lessee's Initial

Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

34. **Surrender of Premises:** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work as merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenancies.

35. **Holding Over:** If Lessee remains in possession of the leased premises after the Lease expires or terminates for any reason and without the execution of a new Lease, Lessee will be deemed to be occupying the leased premises as a Lessee from month to month at the sufferance of Lessor. Lessee will be subject to all of the provisions of this Lease, except that the fixed rent will be at a monthly rate equal to twice the amount of a single monthly installment of fixed rent at the rate in effect for the last month of the term of this Lease. Additionally, Lessee shall also be responsible for any and all other consequential and actual damages incurred by Lessor for Lessee's failure to surrender the premises as required. The provision does not give Lessee any right to hold over at the expiration of the term of this Lease, and shall not be deemed to be a renewal of the Lease term, either by operation of law or otherwise.

36. **Abandoned Property:** BY SIGNING THIS LEASE, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

Witness:

Valeria R. Owens
Printed Name: Valeria R. Owens

Yim Cheng
Printed Name: Yim Cheng

BAREFOOT BAY RECREATION
DISTRICT
AS LESSOR

By: Joseph Hlosky
Printed Name:

As its: JOSEPH HLOSKY

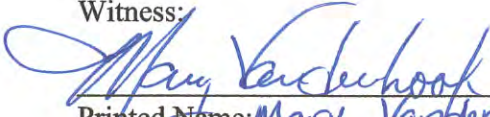
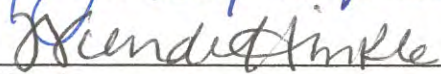
Date: OCT 3, 2016

[Signature]
Lessor's initial

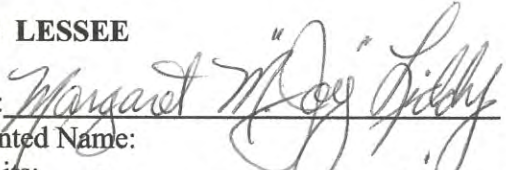
[Signature]
Lessee's Initial

Signed, sealed and delivered
in the presence of:

Witness:


Printed Name: Mary Vanderhoof

Printed Name: Wendie Hinkle

AS LESSEE

By: 
Printed Name: _____
As its: MARGARET M. JOY LIDDY
Date: September 28, 2016

SCHEDULE OF ANNUAL PAYMENTS
Sunshine Rentals and Sales

	Lease Expiration Date	Base Monthly Rent	Annual Rent	Annual Cam - subject to change*	Annual Real Estate Tax- subject to change*	Sales Tax (6.5%)*	Total Annual Payment *	Monthly Payment *
Lease expiring 9/30/2016	9/30/16	\$441.00	\$5,292.00	\$1,134.96	\$871.80	\$474.42	\$7,773.18	\$647.76
1st YEAR OF new LEASE with 8% inc	10/1/2016 - 9/30//2017	\$503.78	\$6,045.37	\$1,134.96	\$871.80	\$523.39	\$8,575.52	\$714.63
2nd YEAR OF LEASE with 10% inc	10/1/2017 - 9/30//2018	\$564.70	\$6,776.37	\$1,134.96	\$871.80	\$570.90	\$9,354.03	\$779.50
YEAR 3-5 OF NEW LEASE at \$10 sq ft.	10/1/2018 - 9/30//2021	\$609.17	\$7,310.00	\$1,134.96	\$871.80	\$605.59	\$9,922.35	\$826.86

Exhibit "A"

* Amounts Reflected are Estimated and Subject to Increase

Rate set by Board on September 27, 2016.

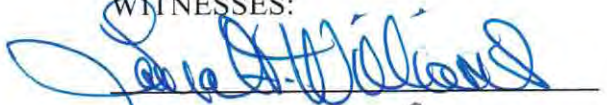
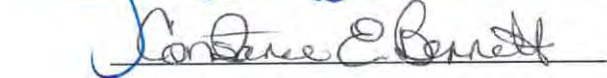
M. J. Liddy
9/28/2016

ASSIGNMENT OF LEASE

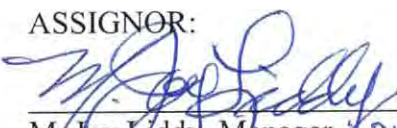
For and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the said sum received cash in hand by Assignor from Assignee, as hereinafter identified, M. Joy Liddy d/b/a/ Sunshine Rental and Sales, LLC ("Assignor"), hereby assigns all right, title and interest in that certain Lease Agreement, commencing October 1, 2016, by and between Barefoot Bay Recreation District, Lessor and M. Joy Liddy d/b/a/ Sunshine Rental and Sales, LLC, Lessee, including all rights and interest in a security deposit of \$150.00, to Timothy Scoville ("Assignee") and Assignor hereby waives notice of and consent to any subsequent assignment of said Lease Agreement.

12th IN WITNESS WHEREOF, we have hereunto set our hand and seal this
day of May, 2020.

WITNESSES:

ASSIGNOR:

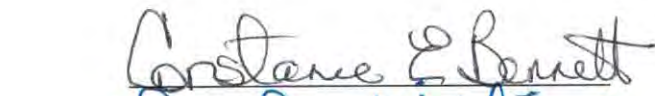
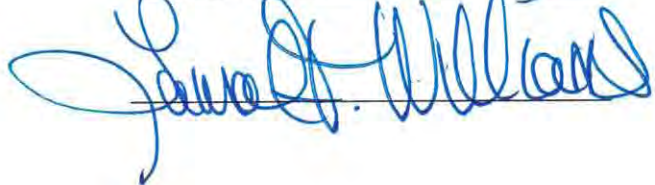
BY: 
M. Joy Liddy, Manager OWNER-BROKER
Sunshine Rental and Sales, LLC

ASSUMPTION OF LEASE

In consideration of the Assignment of Lease, set forth immediately above and in consideration of the Landlord's consent thereto, set forth immediately below, the undersigned, Timothy Scoville, hereby assumes that certain Lease Agreement, as assigned above, including all rights and interest in a security deposit of \$150.00, and all of the terms and conditions thereof as to Tenant's responsibility thereunder effective _____ day of May, 2020.

12th IN WITNESS WHEREOF we have hereunto set our hand and seal this
day of May, 2020.

WITNESSES:

ASSIGNEE:

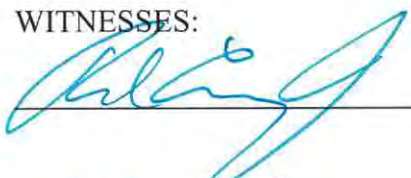
BY: 
Timothy Scoville

CONSENT TO ASSIGNMENT OF LEASE

Barefoot Bay Recreation District, Lessor, does hereby consent to the assignment and assumption of that certain Lease Agreement, commencing October 1, 2016, by and between Barefoot Bay Recreation District, Lessor and M. Joy Liddy d/b/a/ Sunshine Rental and Sales, LLC, Lessee, including all rights and interest in a security deposit of \$150.00, from Assignor to Assignee.

IN WITNESS WHEREOF we have hereunto set our hand and seal this
_____ day of May, 2020.

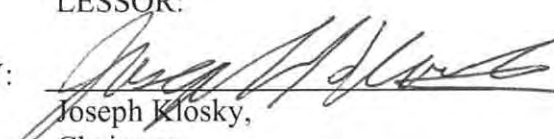
WITNESSES:



Richard Armington

LESSOR:

BY:



Joseph Klosky,
Chairman
Barefoot Bay Recreation District

From: Deanna Newman <deanna7121@gmail.com>
Sent: Monday, August 9, 2021 9:20 AM
To: Charles Henley
Subject: Re: 935 barefoot bldv#7
Attachments: 20201217_132139.jpg

Yes this is correct and this is me

Timothy Scoville

On Mon, Aug 9, 2021, 9:17 AM Charles Henley <charleshenley@bbrd.org> wrote:
Please confirm that you are DBA Sunshine Rentals and Sales and that this is you: (The attorney will need to know in order to draft the renewal)
TND REALITY & RENTALS LLC
624 AMARYLLIS DR
BAREFOOT BAY, FL 32976
FEI/EIN Number: 85-1829007

Best Regards,

Charles Henley
Finance Manager
Barefoot Bay Recreation District
Phone: 772-664-3141
Fax: 772-664-1928
CharlesHenley@bbrd.org

PUBLIC RECORDS NOTICE: Barefoot Bay Recreation District is governed by the State of Florida public records law. This means that the information we receive online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Deanna Newman <deanna7121@gmail.com>
Sent: Sunday, August 8, 2021 3:11 PM
To: Charles Henley <charleshenley@bbrd.org>
Subject: Re: 935 barefoot bldv#7

Yes I agree to those terms...

Timothy Scoville

On Fri, Aug 6, 2021, 4:10 PM Charles Henley <charleshenley@bbrd.org>
wrote:
Mr. Scoville,

I am writing to confirm to you that BBRD has received your request to
renew the lease assigned to you
by Ms. Joy Liddy, DBA Sunshine Realty and Sales, LLC. and to inform you
that BBRD also wishes to
renew the lease for 1 additional 5-year period. BBRD will exercise its'
right to raise the base rent by
5% from \$609.17 to \$639.62 per month which remain the same throughout the
renewal period. CAM
and Real Estate charges will remain the same at \$104.78 and \$85.25
respectively. This will bring your
monthly payment to \$883.58 including \$53.93 of sales tax beginning October
1, 2021.

Please confirm that you are DBA Sunshine Rentals and Sales and that this
is you: (The attorney will
need to know in order to draft the renewal)
TND REALITY & RENTALS LLC
624 AMARYLLIS DR
BAREFOOT BAY, FL 32976
FEI/EIN Number: 85-1829007

Best Regards,

Charles Henley
Finance Manager
Barefoot Bay Recreation District
Phone: 772-664-3141
Fax: 772-664-1928
CharlesHenley@bbrd.org

PUBLIC RECORDS NOTICE: Barefoot Bay Recreation District is governed by the
State of Florida public records law.
This means that the information we receive online including your e-mail
address might be disclosed to any person
making a public records request. If you have any question about the
Florida public records law refer to Chapter
119 Florida Statutes. Under Florida law, e-mail addresses are public
records. If you do not want your e-mail
address released in response to a public-records request, do not send
electronic mail to this entity. Instead,
contact this office by phone or in writing.

From: Deanna Newman <deanna7121@gmail.com>
Sent: Friday, August 6, 2021 11:37 AM
To: Accounts Receivable <ar@bbrd.org>
Subject: 935 barefoot bldv#7

I'm writing in reference to the property that I lease at 935 Barefoot Blvd #7. I would like to exercise my renewal of the lease at this property.

Thank-you
Timothy Scoville

Board of Trustees Meeting Agenda Memo

Date: Tuesday, August 24, 2021

Title: **Shopping Center Lease: NAIYA, Inc. d/b/a Barefoot Bay Food Store**

Section & Item: 9.B

Department: Shopping Center

Fiscal Impact: \$ 26,204.44 annually

Contact: Charles Henley, Finance Manager, John Coffey, Community Manager

Attachments: 9010111 Food Store 2011 lease Naiya, BB Food Store Email

Reviewed by General Counsel: NO

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Consideration of the lease proposal of NAIYA, Inc. d/b/a Barefoot Bay Food Store at the negotiated terms for a five-year period with two 5-year extension options.

Background and Summary Information

On September 28, 2011, BBRD entered into a 10-year lease agreement with NAIYA, Inc. for the use of Building 1, Suite 1 which is expiring September 30, 2021.

On July 30, 2021, BBRD received a written request to enter into a lease agreement for use of Building 1, Suite 1.

On August 9, 2021, Staff and NAIYA, Inc. tentatively agreed to the following changes to the terms of the lease ending September 30, 2021:

A 5-year lease beginning October 1, 2021, and ending September 30, 2026, with two mutually agreeable 5-year extensions.

Annual Base Rents of:

Beginning Date	Annual Base Rent	Monthly Base Rent
10/1/2021	\$ 19,674.24	\$ 1,639.52
10/1/2022	19,988.16	1,665.68
10/1/2023	20,302.08	1,691.84
10/1/2024	20,616.00	1,718.00
10/1/2025	\$ 20,930.04	\$ 1,744.17

Each year thereafter, it would be subject to an annual increase in base rent by as much as 1.5%.

CAM and real-estate taxes will remain the same and may be increased from time to time:

	Annual	Monthly
CAM	\$ 3,600.00	\$ 300.00
RE Tax	\$ 2,930.20	\$ 244.18

Staff recommends the BOT approve a five-year lease for Building 1, Suite 1 at the Shopping Center according to the agreed upon terms and authorize the Chairman to execute the lease agreement when it becomes available from the BBRD General Council Reppeger.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 28 day of September 2011 by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes, and Brevard County Ordinance No. 84-05, (hereinafter referred to as "Lessor") and NAIYA, Inc. hereinafter referred to as "Lessee").

WITNESSETH:

That Lessor, for and in consideration of the rents hereinafter to be paid by Lessee and the covenants herein to be made and kept by Lessee, hereby demises and leases unto Lessee that certain premises located in Brevard County, Florida, to wit:

Bldg. 1 , Suite 1 located at
935 Barefoot Blvd.
Barefoot Bay, FL 32976

1. Term.

(a) The term of this Lease shall be for a period of ten years commencing on October 1, 2011 and ending on September 30, 2021.

2. Rent.

(a) The total rent payable by Lessee to Lessor during the term of this Lease shall be \$193,550.40, payable in twelve (12) equal monthly installments of \$1,612.95. At the time rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment of rent, Common Area Maintenance (CAM) charges and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted at fiscal yearend of Lessor to reflect actual tax amounts billed each October. The proportionate share of property taxes at the start of the lease is \$207.62 per month. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$270.33 per month. Said CAM charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the commencement date of this Agreement, Tenant agrees to pay to the Landlord throughout the term of this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount.

Each monthly installment of rent, real estate taxes and CAM charges shall be payable in advance on the first day of each and every month during the term of the Lease without deduction,

offset, prior notice or demand. If any of said payments are not received within five (5) days of the date due, Lessee shall pay Lessor a Twenty Five and 00/100 Dollars, (\$25.00), late fee. If the lease term commences on a date that is not the first day of the month, or if the lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or terminates.

(b) All rental installments, together with any other payments required to be made by Lessee to Lessor hereunder, shall be payable with United States currency at the office of Lessor located at 625 Barefoot Boulevard, Barefoot Bay, Florida, 32976 or at such other location as may be hereafter specified by Lessor to Lessee.

3. **Past Due Rent.** All past due rent, including any other payment required to be made by Lessee to Lessor, and any other amount which Lessor has advanced in order to cure Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum from the date due, or that date of payment, as the case may be, until repaid. Any amounts advanced by Lessor pursuant to the terms and provisions of this Lease, shall be repaid to Lessor by Lessee within ten (10) days after written demand therefore.

4. **Security for Payment of Rents.** Lessee hereby pledges with and assigns unto Lessor all of the furniture, fixtures, goods and chattels of said Lessee which may be brought or put on the leased premises, and which are presently on said premises, as security for the payment of the rents herein reserved, and agrees that Lessor's lien for the payment of said rent may be enforced by distress, foreclosure or otherwise at the option of Lessor.

5. **Security Deposit; Key Deposit:**

(a) Concurrently with Lessee's execution of this Lease, Lessee shall deposit with Lessor the sum of zero dollars . Said sum shall be held by Lessor as a security deposit for the faithful performance by Lessee of all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the term hereof. If Lessee defaults with respect to any provision of this Lease, including but not limited to, the provision relating to the payment of rent and any of the monetary sums due herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount; Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep the security deposit separate from Lessor's general funds, and Lessee shall not be entitled to interest on such deposit.

(b) If Lessee shall fully and faithfully perform every provision of this Lease to be performed by Lessee, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option, to the last assignee of Lessee's interest hereunder) at the expiration of the lease term and after Lessee has vacated the leased premises. In the event of termination of

Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor-in-interest whereupon Lessee agrees to release Lessor from liability from the return of such deposit or the account therefore.

(c) In addition to the security deposit required as provided herein above, Lessee shall deposit with Lessor the sum of Twenty-Five and 00/100 Dollars (\$25.00) for each key to the leased premises provided to Lessee by Lessor. If Lessee at any time requires a replacement key or fails to return all keys to the leased premises to Lessor upon termination of this Lease, Lessor may retain the applicable key deposit to compensate Lessor for all costs incurred in replacing the lost or unreturned key(s). Upon termination of this Lease and Lessee's return of the key(s) to the leased premises to Lessor, Lessee shall be entitled to the return of the applicable key deposit.

6. **Taxes.**

(a) During the term hereof, Lessee shall, pay prior to delinquency, all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Lessee contained in the leased premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Lessor of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with Lessor's real property, Lessee shall pay to Lessor in share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's property. For the purpose of determining said amount, figures supplied by the Brevard County Property Appraiser as to the amount so assessed shall be conclusive. Lessee shall comply with the provisions of any law, ordinance or rule of taxing authorities which requires Lessee to file a report of Lessee's property located in the leased premises.

(b) Lessor shall also pay or cause to be paid, prior to delinquency, all real estate taxes and assessments levied or charged against the leased premises.

7. **Alterations and Additions.** Lessee shall not make or allow to be made any alterations or physical additions or improvements in or to the leased premises without first obtaining the written consent of Lessor. Any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this lease if Lessee is not then in default and if such equipment and furniture is not then subject to any other rights, liens and interests of Lessor. If required by Lessor, such alterations, additions or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations and additions at the time Lessor's consent is sought.

8. **Maintenance and Repair.** Lessor agrees to repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations and structural portions of the

leased premises. Lessee shall be responsible for all other repairs and maintenance necessary including, but not limited to, work on the storefront, show windows, windows, door locks and hardware, window glass, interior decoration and painting, plumbing, heating, air conditioning and electrical facilities. Lessee shall enter into an annual maintenance contract of the Air Conditioning unit, and provide a copy of the contract to the Lessor. Failure to do so will result in the lessee responsibility for replacement of the air-conditioning unit. Lessee shall do all things necessary to keep the leased premises (except the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises, which shall be maintained by Lessor), including the sidewalks and area adjacent to the leased premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the leased premises is apart. Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of Lessee or Lessee's guests or invitees.

9. **Services.**

(a) Lessee shall during the term hereof pay prior to delinquency all charges for all electrical, water, sewer, garbage and telephone service to the leased premises and shall hold Lessor harmless from any liability there from.

(b) Lessor shall provide for maintenance and repair of parking and common areas of the Shopping Center. Except as specifically provided for herein, Lessor shall not be obligated to provide any services to Lessee. In addition, Landlord does not warrant that any such services provided to Lessee will be free from interruption due to causes beyond Lessor's control. In the event of an interruption of such services or delay in the restoration of such services, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the leased premises or rendered Lessor liable to Lessee for damages by abatement of rent or otherwise, nor shall the same relieve Lessee from performance of Lessee's obligations under this Lease.

Lessee shall pay Lessor its proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center, including, but not limited to cleaning, common area utilities and repairs, maintenance, and replacement of sidewalks, landscaping, roofs, and painting and hurricane protection. Said proportionate share shall be based on the square footage of building which is occupied when repairs are made. At the start of the lease, in order to insure that the parking area and common areas are properly maintained, Lessee shall pay Lessor \$270.33 a month, in advance, along with the proportionate property tax and required rental payments. In the event that the monthly CAM payment does not satisfy the cost of said maintenance, Lessee shall pay Lessor his proportionate share of excess within ten (10) days of receipt of the statement which evidences such excess payment. If Lessee fails to make said payment within ten (10) days of receipt of said statement, Lessee shall pay Lessor a Twenty Five Dollar (\$25.00) late fee for every month said payment is not made. In the event Lessee does not pay said common area maintenance expense for two consecutive months, Lessor, at its option, may terminate said lease and take all remedies permitted by Paragraph 21 herein.

10. **Parking.** No part of any parking area adjoining the leased premises is leased hereunder. Lessor agrees that a parking areas shall be available to and used by, customers of Lessee along with customers of other tenants of other portions of the building of which the leased premises form a part, and subtenants and concessionaires thereof. Said parking area shall not be used by Lessee, subtenant, or concessionaire, except with the written consent of Lessor, in which event said Lessee, subtenant, concessionaire or employee shall park their automobiles in such place or places as shall be designated by Lessor. Lessor shall have the right to at any time, and from time to time, to establish rules and regulations for the operation of said parking area. Lessee further agrees that upon written notice from Lessor, Lessee shall provide Lessor a list of the automobile license number assigned to Lessee's car and all employees or agents.

11. **Use.**

(a) **Use.** The leased premises shall be used and occupied by Lessee as Convenience Store and for no other purpose without the prior written consent of Lessor.

(b) **Suitability.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or with respect to the suitability of the leased premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration or improvement to the leased premises except as provided in this Lease. The taking of possession of the leased premises by Lessee shall conclusively establish that the leased premises were at such time in satisfactory condition.

(c) **Lessee's Acceptance.** Lessee accepts the leased premises in the condition they are in on the date this Lease commences or Lessor grants occupancy, which ever occurs first. Lessee hereby acknowledges that it has received the leased premises in a thoroughly good and tenantable order, safe condition and repair of which the execution of this Lease, and Lessee's taking of possession hereunder shall be conclusive evidence.

(d) **Zoning and Occupational License.** Lessee shall be solely responsible to determine that the purpose for which he/she/it intends to use the leased premises is allowed under the current zoning and occupational license rules and regulations. Lessor makes no representations as to the permissible uses under the applicable zoning and occupational license rules and regulations.

(e) **Uses Prohibited.** Lessee hereby agrees that:

(i) Lessee shall not do or permit anything to be done in or about the leased premises nor bring to keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the leased premises or the real property of which the premises are a part or of any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said premises or real property or any part thereof or any of its contents, nor shall Lessee sell or permit to be

sold in or about said premises any articles which may be prohibited by a standard form policy of fire insurance.

(ii) Lessee shall not do or permit anything to be done in or about the leased premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent property or injure or annoy them or use or allow the leased premises to be used for any unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the leased premises. Lessee shall not commit or suffer to be committed any waste in or upon the leased premises.

(iii) Lessee shall not use the leased premises to permit anything to be done in or about the leased premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

(iv) Lessee shall not leave the leased premises unoccupied or vacant. Throughout the term of this lease, the Lessee shall conduct and carry on in the leased premises the type of business for which the leased premises are leased.

(v) Lessee is prohibited from conducting business from 10:00 p.m to 7:00 a.m., unless the Lessor consents in writing. Twenty four hour operations are strictly prohibited.

12. **Insurance.**

(a) **Public Liability.** Lessee shall, at Lessee's sole cost and expense, but for the mutual benefit of Lessor and Lessee, maintain throughout the term of this Lease general public liability insurance against claims for personal injury, death or property damage occurring in, or about the leased premises, and in, on , or about the sidewalks directly adjacent to the leased premises and such other areas as Lessee, Lessee's officers, agents, employees, contractors and invitees shall have the right to use pursuant to this Lease. Such insurance shall have a minimum coverage of \$500,000.00 for single occurrence and \$1,000,000.00 for more than one occurrence.

(b) **Fire and Extended Coverage.** Lessor shall take out and keep in force during the term of this Lease, at Lessor's expense, fire and extended coverage insurance on the building within which the leased premises are located, exclusive of Lessee's fixtures, personal property and equipment, in an amount determined by Lessor.

(c) **Miscellaneous.** The insurance policy or policies required hereunder of Lessee shall be written in companies licensed to do business in Florida, selected by Lessee, subject to the approval of such companies by Lessor. Lessee shall, prior to opening for business in the leased premises, furnish from the insurance companies certificates of coverage evidencing the existence and amounts of such insurance. All such policies of insurance shall be issued in the name of Lessor and Lessee and for the mutual and joint benefit and protection of the parties hereto, but in no event shall such policies limit Lessee's liability. All such policies shall be primary, not contributory with and not in excess of the coverage which Lessor may carry. All

such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended except after fifteen (15) days written notice thereof to Lessor. Lessee shall have the right to provide such coverage pursuant to blanket policies obtained by Lessee provided such blanket policies expressly afford the coverage required by this Lease. The failure of Lessee to obtain the insurance policy or policies required hereunder shall constitute a default under the terms of this Lease. If Lessee does not take out such insurance or keep the same in full force and effect, Lessor may, but shall be under no duty to, acquire the necessary insurance and pay the premium therefore and Lessee shall repay to Lessor the amounts so paid promptly after demand. Lessor's purchasing of said insurance shall not affect Lessor's remedies for Lessee's default.

(d) **Non-Waiver of Sovereign Immunity.** Regardless of the level or type of coverage obtained for the benefit of Lessor as described herein, Lessor does not intend that any provision of this Agreement shall in any way constitute a waiver of any defense or limit of sovereign immunity to which Lessor may be entitled pursuant to Section 768.28, F.S., or as otherwise provided by law.

13. **Assignment.** Lessee covenants and agrees not to assign, transfer, mortgage, pledge or hypothecate the leasehold or to sublet the leased premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any transfer of this Lease from Lessee by merger, consolidation or liquidation shall constitute an assignment for the purposes of this Lease. No consent by Lessor to any assignment or subletting by Lessee shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether occurring before or after such consent, assignment or subletting.

14. **Indemnification.** Lessee shall indemnify, defend and save harmless said Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the leased premises by reason or as a result of Lessee's occupancy thereof and from and against any orders, judgments or decrees which may be entered thereon and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim or in the investigation thereof.

15. **Subordination.** It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises by Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions and modifications of all or any part thereof which Lessor may hereafter, at any time, elect to place on said premises, and Lessee agrees upon request to hereafter execute any paper or papers which counsel for Lessor may deem necessary to accomplish that end. That in default of Lessee's doing so, Lessor is hereby empowered to execute such paper or papers, in the name of Lessee, and as the act and deed of said Lessee, and this authority is declared to be coupled with an interest and not revocable.

16. **Liens.** Lessee shall keep the leased premises, and the property in which the leased premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased shall not be subject to any such liens.

17. **Entry By Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the leased premises and any portion of the building without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of work to be performed, always providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the leased premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the leased premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor May deem proper to open doors in an emergency, in order to obtain entry to the leased premises, and any entry to the leased premises obtained by Lessor by any of said means or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the leased premises or an eviction of Lessee from the leased premises or any portion thereof.

18. **Casualty Damage.** In the event the leased premises are destroyed or so damaged by fire or other casualty during the term of this Lease so that they become untenable, then Lessor shall have the right to render said premises tenantable by making the necessary repairs within ninety (90) days after the date of written notification by Lessee to Lessor of the destruction or damage and if said premises are not rendered tenable within said time, it shall be optional with either party to cancel this Lease and, in the event of such cancellation, the rent shall be paid only to the date of such written notification of the fire or casualty. If the leased premises should only be partially damaged by fire or other casualty and Lessor chooses to repair said premises and the damage or destruction was not caused or contributed to by act or negligence of the Lessee, its agents, employees, invitees or those for whom the Lessee is responsible, the rent payable under this lease during the period for which part of the premises is uninhabitable shall be adjusted downward, proportionate with the share of the total space which is uninhabitable.

19. **Condemnation:**

(a) If the whole of the leased premises or such portion thereof as will made the leased premises unsuitable for the purpose herein leased is condemned for any public use or purpose by any legally constituted authority, then in either of such events, the Lease shall terminate as of the date when possession is taken by such public authority and rental shall be payable by Lessee only to such date.

(b) If any part of the leased premises shall be condemned and taken without causing a termination pursuant to the above paragraph, then Lessor at its option shall have the

right to either terminate the Lease upon written notice within sixty (60) days after said taking, or to continue the term of the said Lease, in which event the rental shall be equitably reduced in proportion to the space so taken (but not for parking space so taken), and Lessor shall, at its own cost and expense, restore the remaining portion of the leased premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and make all repairs to the building in which the premises are relocated to the extent necessary to constitute the building a complete architectural unit.

(c) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to and be the property of Lessor without any participation by Lessee, and Lessee hereby assigns to Lessor any award made to Lessee, provided, however, that nothing contained herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or costs of removal of, or for the value of, stock, trade, fixtures, furniture, and other personal property belonging to Lessee, provided that no such claim shall diminish or otherwise adversely affect Lessor's aware.

20. **Default.** Each of the following events shall be a default hereunder by Lessee and a breach of this Lease:

(a) If Lessee shall fail to pay to Lessor any rent or sales or use tax thereon, or any other payment required to be made by Lessee, as and when the same shall become due and payable and such failure to pay shall continue for ten (10) days after the same became due and payable;

(b) If Lessee or any successor or assignee of Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the Bankruptcy Act of any State, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall take an assignment for the benefit of creditors, or, if Lessee be a corporation, shall be dissolved, voluntarily or involuntarily;

(c) If involuntary proceedings under any such bankruptcy law or insolvency act, or for the dissolution of a corporation shall be instituted against Lessee or such successors or assignee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee or such successor or assignee;

(d) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such ten (10) day period and Lessee shall not in good faith have commenced such performance within such ten (10) day period and shall not diligently proceed therewith to completion;

(e) If Lessee shall vacate or abandon the leased premises for a period of ten (10) days or more;

(f) If this Lease or the interest of Lessee hereunder shall be transferred or assigned in a manner other than herein permitted;

(g) If Lessee fails to take possession of the leased premises on the term commencement date or within seven (7) days after notice that the leased premises are available for occupancy, if the term commencement date is not fixed herein, and if such occupancy date shall not be deferred in writing by Lessor; or

(h) If Lessee fails to pay the monthly common area maintenance fee for two consecutive months.

21. **Lessor's Default Options.** In the event of the occurrence of any default specified hereunder, Lessor may, at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:

(a) Terminate this Lease, resume possession of the leased premises for its own account, and recover immediately from Lessee the entire rent for the balance of the lease term.

(b) Resume possession and re-lease or rent the leased premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of rent comes due under this Lease or Lessor may choose, the difference between the rent specified in the Lease and the rent received on the re-leasing or renting.

(c) In any event, Lessor shall also recover all expenses incurred by reason of the breach, including, but not limited to, reasonable attorney's fees and court costs, and the costs of re-renting and making required alterations to the leased premises.

22. **Condition of Leased Premises upon Termination or Expiration:** Lessee shall, upon the expiration or termination of this lease, quit and surrender the leased premises, broom clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and improvements, alterations, additions, fixtures, and equipment at any time made or installed in, upon or to the interior or exterior of the leased premises (except personal property and other unattached movable trade fixtures put in at Lessee's expense), all of which shall be the property of the Lessor without any claim by Lessee therefore, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the demised premises, Lessee shall remove all Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the leased premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have the right to remove and store said property, at the expense of the Lessee, without further notice to or demand upon Lessee and hold Lessee responsible for any and all charges and expenses incurred by Lessor therefore. If leased premises are not surrendered as and

when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including without limitation, any claims made by any succeeding occupant founded on such delay. Lessee's obligation under this provision shall survive the expiration or sooner termination of this lease.

23. **Signs.** Lessee shall have the right to erect one sign on the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based on the size, nature, exact location, design, style, wording thereof and illumination of the proposed sign. Lessor reserves the right to use the exterior wall and roof of the leased premises, except as otherwise provided herein. Lessee shall not inscribe, paint or affix any signs, lights, advertisements, notices, placards, marquees or awnings on the exterior of the leased premises, including but not limited to the windows, doors, stairs, hallways or vestibules, without first receiving the written consent of the Lessor. No overhanging roof or projecting sign, placard, marquee or other advertisement and no paper or cardboard signs on or in the windows, doors or exterior of the leased premises, and no sidewalk racks or other display or vending machines shall be permitted. Lessee shall, upon receiving a written request from the Lessor, remove any notice, sign, light, advertisement, placard, marquee, awning, sidewalk rack or other display or vending machine which Lessee has placed or permitted to be placed in, on or about the leased premises which, in the opinion of the Lessor, is objectionable, offensive or not in good taste, and if the tenant shall fail to do so, Lessor may re-enter the leased premises and remove same at expense of Lessee.

24. **Inability to Perform.** If parties hereto are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease, then performance of such act shall be executed for the period of such delay or such prevention and the period for performance of such act shall be excused for the period of such delay or such prevention and the period for performance of said act shall be deemed added to the time herein provided for the performance of any such obligation.

25. **Estoppel Certificate:**

(a) Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is modified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the leased premises.

(b) Lessee's failure to deliver to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

26. **Transfer of Lessor's Interest:** In the event of a sale or conveyance by Lessor of Lessor's interest in the leased premises or in any building of which the leased premises may be a part other than a transfer for security purposes only, Lessor shall be relieved from, after the date specified in any such notice of transfer, all obligations and liabilities accruing thereafter on the part of Lessor, provided that any funds in the hands of Lessor at the time of transfer in which Lessee has an interest shall be delivered to the successor of Lessor. This Lease shall not be affected by any such sale and Lessee agrees to attorn to the purchaser or assignee.

27. **Captions; Attachments; Defined Terms:**

(a) The captions of the sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

(b) Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

(c) The words "Lessor" and "Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several; as to a Lessee which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community and joint property. The term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the leased premises. The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

28. **Entire Agreement:** This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the leased premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the leased premises are merged in or revoked by this Agreement.

29. **Severability:** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

30. **Cost of Suit:**

(a) If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the leased premises, the losing party shall pay the successful party a reasonable sum for attorney's fees and costs which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(b) Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the leased premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such other person or otherwise arising out of or resulting from any act or transaction of Lessee or of any such person, Lessee covenants to save and hold Lessor harmless from any judgment rendered against Lessor or the leased premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in or in connection with such litigation.

31. **Time; Joint and Several Liability:** Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the leased premises to Lessee. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

32. **Binding Effect; Choice of Law:** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 13, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida and venue shall be in Brevard County, Florida.

33. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

34. **Surrender of Premises:** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work as merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenancies.

35. **Holding Over:** If Lessee remains in possession of the leased premises after the Lease expires or terminates for any reason and without the execution of a new Lease, Lessee will be deemed to be occupying the leased premises as a Lessee from month to month at the sufferance of Lessor. Lessee will be subject to all of the provisions of this Lease, except that the fixed rent will be at a monthly rate equal to twice the amount of a single monthly installment of fixed rent at the rate in effect for the last month of the term of this Lease. Additionally, Lessee shall also be responsible for any and all other consequential and actual damages incurred by Lessor for Lessee's failure to surrender the premises as required. The provision does not give Lessee any right to hold over at the expiration of the term of this Lease, and shall not be deemed to be a renewal of the Lease term, either by operation of law or otherwise.

36. **Abandoned Property:** BY SIGNING THIS LEASE, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

Witness:

J Mack
Printed Name: JR. MACKENZIE

SUSAN Cuddie
Printed Name: Susan Cuddie

BAREFOOT BAY RECREATION
DISTRICT
AS LESSOR

By: [Signature]
Printed Name: _____
As its: Chairman

Date: ~~Sept 28-11~~ Sept 28, 2011
[Signature]

Signed, sealed and delivered
in the presence of:

Witness:

J Mack
Printed Name: JR. MACKENZIE

Susan Cuddie
Printed Name: SUSAN Cuddie

NAIYA, Inc

AS LESSEE
By: [Signature]

Printed Name: Kamleshkumar K Patel

As its: Owner

Date: ~~10-28-11~~ September 28, 2011

From: kamlesh patel <khushipatell@gmail.com>
Sent: Monday, August 9, 2021 9:43 AM
To: Charles Henley
Subject: Re: Lease of Building 1 Space 1 at 935 Barefoot Blvd.
Attachments: image002.png

Good morning,

Lets do the 5 year thing with options.
But I am not doing anything about the floor.

Thank you
Ken Patel.

From: kamlesh patel <khushipatell@gmail.com>
Sent: Monday, August 2, 2021 10:55 AM
To: Charles Henley
Subject: Re: Lease of Building 1 Space 1 at 935 Barefoot Blvd.
Attachments: image002.png

Good morning,

Let me think about this and get back to you.
Discuss with my family and attorney.

Thank you
Ken Patel.

On Fri, Jul 30, 2021, 4:35 PM Charles Henley <charleshenley@bbrd.org> wrote:
Ken,
BBRD has received your request to lease of 2,093 sf known as Building 1 Space 1 at 935 Barefoot Blvd.
at the expiration of your existing lease for the same space.
BBRD can accommodate your request for 15 years by offering you a 5-year lease with 2 mutually agreed to 5-year extensions.
BBRD cannot accommodate your request for a \$50 per month increase in the base rent held firm for 15 years.
However, because of you have been good tenant for many years, BBRD will offer you the following:
for the first 5-year term:
This gets you to \$10 sf 10/1/25.
Each year thereafter would be subject to an annual increase in base rent by as much as a 1.5%.
As for the flooring, The Community Manager is willing to support a proposal to the BOT that BBRD

contribute up to 1/3 of the bonified costs for flooring repair/replacement through rent credits (as much as 75% of monthly base rent per month). Bonified costs are those to be incurred to utilize a licensed (Brevard County) and insured contractor generally known to be in the trade. This should not be in the lease and there are no guarantees the BOT will approve the proposal. I would like to review your lease over the weekend to see if there is anything that needs to be modified (other than the provisions above) but I wanted to get back to you as soon as possible so that we can get on the same page sooner rather than later.

Best Regards,

Charles Henley
Finance Manager
Barefoot Bay Recreation District
Phone: 772-664-3141
Fax: 772-664-1928
CharlesHenley@bbrd.org

PUBLIC RECORDS NOTICE: Barefoot Bay Recreation District is governed by the State of Florida public records law. This means that the information we receive online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Board of Trustees Meeting Agenda Memo

Date: Tuesday, August 24, 2021

Title: **Authorization of Certificate to Non-Ad Valorem Assessment Roll for FY2021/22 and Resolution**

Section & Item: 9.C

Department: Administration, Finance

Fiscal Impact: \$4,021,357

Contact: Charles Henley, Finance Manager, John Coffey, Community Manager

Attachments: Resolution 2021-13 FY2021-22 Assessment Roll, dr 409a CERTIFICATE OF CORRECTION OF NON-AD VALOREM ASSESSMENT ROLL, dr408a CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL



Reviewed by

General

Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Review and Approval of FY 2021/22 Certificate to Non-Ad Valorem Assessment Roll and Resolution 2021-13

Background and Summary Information

The Board of Trustees has previously entered into written agreements with the Brevard County Property Appraiser and Brevard County Tax Collector for the collection of its non-ad valorem assessment; and pursuant to Section 197.3632(5)(a), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code, the Chair of the Board of Trustees, or his or her designee, is required to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15 of each year; and requires that the non-ad valorem assessment for each parcel shall be posted on the assessment roll.

FY2021/22 Budgeted Assessments differs from the total of the FY 2021/22 Non-Ad Valorem Assessment Roll because of the decrease in the assessable lots from 4875 to 4868

Staff recommends the BOT approve Resolution 2021-13 and authorize the Chairman to sign the Certificate to Non-Ad Valorem Assessment Roll for FY 2021/22.

RESOLUTION 2021-13

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.

WHEREAS, the Board of Trustees of the Barefoot Bay Recreation District (the “District”) has, by adoption of Resolution No. 2021-13; adopted a non-ad valorem assessment to fund the operating budget for the District for fiscal year 2021/2022; and

WHEREAS, by way of adoption of Resolution No. 2008-09, the Board of Trustees has previously expressed its intent to utilize the uniform method of levying, collecting, and enforcing non-ad valorem assessments beginning with the fiscal year 2009/2010 and for all future years (subject to annual adjustment) in accordance with Section 197.3632, Florida Statutes; and

WHEREAS, the Board of Trustees has previously entered into written agreements with the Brevard County Property Appraiser and Brevard County Tax Collector for the collection of its non-ad valorem assessment; and

WHEREAS, pursuant to Section 197.3632(5)(a), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code, the Chair of the Board of Trustees, or his or her designee, is required to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15 of each year; and

WHEREAS, Sec. 197.3632(5)(a), F.S., requires that the non-ad valorem assessment for each parcel shall be posted on the assessment roll; and

WHEREAS, Sec. 197.3632(5)(a), F.S., provides that alterations to the assessment roll may be made by the Chair or his or her designee up to 10 days prior to certification; and

WHEREAS, the Board of Trustees has prepared an assessment roll in accordance with Sec. 197.3632(5)(a), F.S., which is attached and incorporated to this Resolution as Exhibit “A”; and

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

Section 1. The assessment roll attached and incorporated to this Resolution as Exhibit “A” is hereby approved. The assessment roll contains the following information: (1) a summary description of each lot subject to the Assessment; (2) the name of the owner of record of each lot; and (3) the assessment amount attributable to each lot.

Section 2. The Chair, or his designee, is authorized to certify the assessment roll to the Brevard County Tax Collector by execution of the Certificate to Non-Ad Valorem Assessment Roll on Form DR-408A (attached and incorporated as Exhibit “B” to this Resolution).

Section 3. Corrections of errors or omissions discovered on the assessment roll shall be made by the Chair, or his designee, up to ten (10) days prior to certification, in accordance with Section 197.3632 (5)(a), F.S. and Rule 12D-18.006 (2), Florida Administrative Code. After certification, the District may make corrections by filing with the tax collector a Certificate of Correction on Form DR-409A (attached and incorporated as Exhibit “C” to this Resolution) or as otherwise provided by law.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 5. This Resolution shall become effective immediately upon adoption.

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, Michael Maino
Trustee, Bruce Amoss
Trustee, Michael Morrissey
Trustee, James Nugent
Trustee, Jeffrey Grunow

The Chairman thereupon declared this resolution Done, Ordered, and Adopted this 24th Day of August 2021.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Michael Maino,
CHAIRMAN

Jeffrey Grunow,
SECRETARY



**CERTIFICATE OF CORRECTION OF
NON-AD VALOREM ASSESSMENT ROLL**
Section 197.3632, F.S, and Rule 12D-18.006(2), F.A.C.

_____ County

To: Tax Collector

You are hereby authorized to correct the assessment, rate/basis, or legal description of the
Non-Ad Valorem Assessment Roll as follows:

Tax year

Parcel or folio number			
Name to whom assessed			
Address			
<input type="checkbox"/> Change legal description to:			
<input type="checkbox"/> Change rate/basis from:		to:	
<input type="checkbox"/> Change non-ad valorem assessment from:		to:	
State reason for correction:			

Attach additional documents when necessary

Local government representative

Date

Name of government unit or taxing authority

Original: Tax Collector

cc: Property Appraiser
 Local Government
 Department of Revenue
 Property Tax Oversight
 PO Box 3000
 Tallahassee, FL 32315-3000



CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of _____, located in _____ County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____, _____ year.

Chairman of the Board or authorized agent
of _____
Name of local government
_____ County, Florida

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 24, 2021
 Title: **Liability & Workers' Compensation Insurance Award of Contract**
 Section & Item: 9.D
 Department: Administration, District Clerk
 Fiscal Impact: \$147,083.00 (FY22 Budget of \$177,434.00)
 Contact: Stephanie Brown, District Clerk, John Coffey, Community Manager
 Attachments: FMIT renewal offer, Proposal.FIA.PKG.BarefootBay liability, Proposal.FIA.WC.BarefootBay WC, PGIT WC Quote, PGIT Liability Quote



Reviewed by
 General Counsel: N/A
 Approved by: John W. Coffey, ICMA-CM, Community Manager

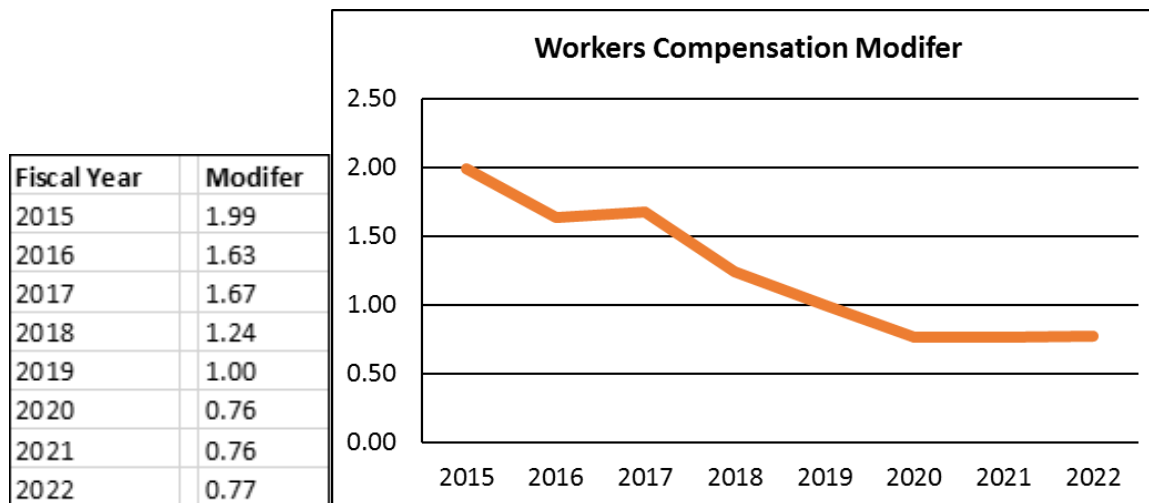
Requested Action by BOT

Award of contract for Liability & Workers' Compensation Insurance coverage to Florida Insurance Alliance (FIA) for FY22.

Background and Summary Information

The BOT changed general liability and workers' compensation insurance companies in FY18 from Public Risk Insurance Agency (PRIA) to Florida Municipal Insurance Trust (FMIT). As with private homeowners' insurance, BBRD's liability insurance premiums are based on the history of claims, amount of coverage, and overall industry trends. Due to the magnitude of the cost, staff re-bid the coverage this year.

Likewise, 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. BBRD's modifier has changed per the following:



The following three companies responded

- Florida Municipal Insurance Trust (FMIT), represented by the Florida League of Cities
- Florida Insurance Alliance (FIA), represented by EGIS Insurance
- Public Risk Insurance Agency (PRIA) represented by Brown and Brown Insurance

A comparison of FMIT (current provider), FIA, and the FY22 Budget is provided below:

	FY22 Budget	FMIT	FIA	PGIT
Base Policy				
Property	N/A	89,706	63,280	60,997
			incl plus	
Pier	N/A	incl	flood	380
General Liability	N/A	49,417	26,895	16,386
Liquor Liability	N/A	N/A	Incl w/GL	N/A
Errors & Omissions/Public				
Officials Liability	N/A	incl	17,215	29,104
Crime	N/A	incl	750	548
Auto & Auto Physical Damage	N/A	3,792	11,780	3,079
Cyber Liability	N/A	incl	incl	2,700
Liability Sub-total	152,061	142,915	119,920	113,194
Workers Compensation	25,373	24,599	22,313	21,012
Base Policy Total	177,434	167,514	142,233	134,206
Optional				
Tees and Greens Coverage	N/A	N/A	4,850	N/A
	177,434	167,514	147,083	134,206

The reader should note that FMIT and PGIT do not offer liquor liability as part of their basic plans but have facilitated a separate policy in prior years. Said separate policy and cost for FY22 is pending.

Staff believes switching coverage to FIA is the most beneficial to BBRD for the following reasons:

- Cost savings of approximately \$20,000 plus the cost of liquor liability insurance as compared to FMIT
- Similar cost to PGIT once liquor liability is included (ranged from \$8.7K to \$11.5K over past few years)
- FIA specializes in covering special districts and has over 800 public entity members
- FIA is the provider of the vast majority of special districts managed by SDS, Inc. (BBRD's management company) and SDS is extremely pleased with their level of customer service and responsiveness
- FMIT and PGIT do not specialize in special districts and staff have experienced customer service problems with each provider in the past

Hence, staff recommends the BOT award liability and workers' compensation insurance coverage to Florida Insurance Alliance for \$147,083.00. After the FY21 Audit is completed, staff will prepare a budget amendment for consideration by the BOT moving the surplus \$30,351.00 from the various accounts to R&M/Capital Contingency.



RENEWAL QUOTE FOR 2021-2022

Barefoot Bay Recreation District

FMIT 0028

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$0	\$5,000,000	\$49,417
Automobile Liability	\$0	\$1,000,000	\$2,149
Automobile Physical Damage	Per Schedule		\$1,643
Property	\$500	\$11,843,250	\$89,706
Workers' Compensation Experience Modification	\$0 0.77 10/1/21	Total Payroll \$2,122,000	\$24,599

TOTAL FMIT PREMIUM

\$167,514

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Barefoot Bay Recreation District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this 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.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

**Barefoot Bay Recreation District
625 Barefoot Boulevard
Barefoot Bay, FL 32976**

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121752

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$11,963,250
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$1,084,000

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$500	Included
Flood	\$500 *	Included
Boiler & Machinery		Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$63,280

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
X	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

CRIME COVERAGE

Description	Limit	Deductible
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
Employee Dishonesty, including faithful performance, per loss	\$250,000	\$2,500

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	1	\$1,000,000 \$0 Deductible	Included
Personal Injury Protection	5	Separately Stated In Each Personal Injury Protection Endorsement	Included
Auto Medical Payments	2	\$2,500 Each Insured	Included
Uninsured Motorists including Underinsured Motorists	2	\$100,000	Included
Physical Damage Comprehensive Coverage	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Included
Physical Damage Towing And Labor	7	\$250 For Each Disablement Of A Private Passenger Auto	Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$5,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$5,000,000
	Aggregate	\$5,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$1,000,000 each claim/annual aggregate



PREMIUM SUMMARY

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

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121752

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$63,280
Crime	\$750
Automobile Liability	\$7,250
Hired Non-Owned Auto	Included
Auto Physical Damage	\$4,530
General Liability	\$26,895
Public Officials and Employment Practices Liability	\$17,215
TOTAL PREMIUM DUE	\$119,920

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

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

2 Year Coverage Agreement Option:

This quote covers two (2) annual twelve month periods, from 10/01/2021 12:00:00 AM to 10/01/2022 12:00:00 AM and from 10/01/2022 12:00:00 AM to 10/01/2023 12:00:00 AM. The following conditions apply in addition to all other conditions of this quote:

- A. All Aggregate limits reset for the period 10/01/2022 12:00:00 AM to 10/01/2023 12:00:00 AM. Losses applying to one annual coverage period will not erode the Aggregate Limits of another Annual Coverage Period.

- B. The premium for the period 10/01/2022 12:00:00 AM to 10/01/2023 12:00:00 AM will be determined based upon updated exposures for this period.
- C. Rates for the period 10/01/2022 12:00:00 AM to 10/01/2023 12:00:00 AM will be identical to those for the period commencing 10/01/2021 12:00:00 AM, with Premiums subject to the following:
 - 1) Changes to Scheduled Property, Inland Marine and Automobile
 - 2) Number of Employees

Additional Notes:

General Liability includes Liquor Liability Per Occurrence \$1,000,000 Aggregate \$2,000,000 Deductible \$0

Tees and Greens Option:

Limit: \$1,000,000

Deductible: \$50,000 on all Covered Perils

Premium: \$4,850



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance 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. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<input checked="" type="checkbox"/>	Building and Content TIV	\$11,963,250	As per schedule attached
<input checked="" type="checkbox"/>	Inland Marine	\$1,084,000	As per schedule attached
<input checked="" type="checkbox"/>	Auto Physical Damage	\$302,074	As per schedule attached

Signature: _____ Date: _____

Name: _____

Title: _____

**Barefoot Bay Recreation District**

Policy No.: 100121752

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value	
	Roof Shape	Roof Pitch		Term	Date	Contents Value	Covering Replaced	Roof Yr Blt	
1	Lounge Building		1970	10/01/2021		\$528,000			
	625 Barefoot Boulevard		Joisted masonry	10/01/2022		\$40,200			\$568,200
	Barefoot Bay FL 32976							2021	2021
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value	
	Roof Shape	Roof Pitch		Term	Date	Contents Value	Covering Replaced	Roof Yr Blt	
2	Building A and B		1970	10/01/2021		\$2,112,000			
	625 Barefoot Boulevard		Joisted masonry	10/01/2022		\$140,200			\$2,252,200
	Barefoot Bay FL 32976								
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value	
	Roof Shape	Roof Pitch		Term	Date	Contents Value	Covering Replaced	Roof Yr Blt	
3	Building C		1970	10/01/2021		\$432,000			
	625 Barefoot Boulevard		Joisted masonry	10/01/2022		\$21,800			\$453,800
	Barefoot Bay FL 32976								
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value	
	Roof Shape	Roof Pitch		Term	Date	Contents Value	Covering Replaced	Roof Yr Blt	
4	Swimming Pool #1 60,500 Gallons			10/01/2021		\$363,000			
	625 Barefoot Boulevard		Masonry non combustible	10/01/2022		\$0			\$363,000
	Barefoot Bay FL 32976								
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value	
	Roof Shape	Roof Pitch		Term	Date	Contents Value	Covering Replaced	Roof Yr Blt	
5	Pavillion (3): Swimming Pool Metal			10/01/2021		\$58,600			
	625 Barefoot Boulevard		Non combustible	10/01/2022		\$0			\$58,600
	Barefoot Bay FL 32976								
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value	
	Roof Shape	Roof Pitch		Term	Date	Contents Value	Covering Replaced	Roof Yr Blt	
6	Tennis Pro Shop/Shelter			10/01/2021		\$25,500			
	625 Barefoot Boulevard		Frame	10/01/2022		\$2,200			\$27,700
	Barefoot Bay FL 32976								
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value	
	Roof Shape	Roof Pitch		Term	Date	Contents Value	Covering Replaced	Roof Yr Blt	
7	Storage Shed #1 Metal			10/01/2021		\$4,200			
	625 Barefoot Boulevard		Frame	10/01/2022		\$0			\$4,200
	Barefoot Bay FL 32976								

Sign: _____

Print Name: _____

Date: _____



Barefoot Bay Recreation District

Policy No.: 100121752

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
8	Storage Shed #2 Metal 140sq ft		Frame	10/01/2021	\$4,200		
	625 Barefoot Boulevard Barefoot Bay FL 32976			10/01/2022	\$0	\$4,200	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
9	Storage Shed#3 Metal 140sq ft		Non combustible	10/01/2021	\$4,200		
	625 Barefoot Boulevard Barefoot Bay FL 32976			10/01/2022	\$0	\$4,200	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
10	Storage Shed: Lawn Bowling		Frame	10/01/2021	\$1,500		
	625 Barefoot Boulevard Barefoot Bay FL 32976			10/01/2022	\$0	\$1,500	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
11	District Administration Building		2018	10/01/2021	\$1,200,000		
	625 Barefoot Boulevard Barefoot Bay FL 32976		Masonry non combustible	10/01/2022	\$50,000	\$1,250,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
12	Shopping Center 1		1974	10/01/2021	\$1,515,000		
	935 Barefoot Boulevard Barefoot Bay FL 32976		Joisted masonry	10/01/2022	\$50,000	\$1,565,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
13	Shopping Center 2		1978	10/01/2021	\$867,000		
	935 Barefoot Boulevard Barefoot Bay FL 32976		Joisted masonry	10/01/2022	\$25,000	\$892,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
14	Storage Building		Joisted masonry	10/01/2021	\$15,000		
	935 Barefoot Boulevard Barefoot Bay FL 32976			10/01/2022	\$2,400	\$17,400	

Sign: _____

Print Name: _____

Date: _____

Barefoot Bay Recreation District
Policy No.: 100121752

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
15	Maintenance and Equipment Bldg		1991	10/01/2021	\$360,000		
	895 Flacon Drive Barefoot Bay FL 32976		Non combustible	10/01/2022	\$126,800	\$486,800	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
16	Fuel Pavillion		Non combustible	10/01/2021	\$6,350		
	895 Flacon Drive Barefoot Bay FL 32976			10/01/2022	\$5,900	\$12,250	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
17	Ted's Shed		Non combustible	10/01/2021	\$6,120		
	895 Flacon Drive Barefoot Bay FL 32976			10/01/2022	\$7,000	\$13,120	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
18	Fuel Pump		Non combustible	10/01/2021	\$69,100		
	895 Flacon Drive Barefoot Bay FL 32976			10/01/2022	\$0	\$69,100	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
19	Storage Shed: Metal: 240 SqFt		Frame	10/01/2021	\$7,200		
	895 Flacon Drive Barefoot Bay FL 32976			10/01/2022	\$0	\$7,200	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
20	Swimming Pool #3		Non combustible	10/01/2021	\$341,400		
	1344 Gardenia Drive Barefoot Bay FL 32976			10/01/2022	\$0	\$341,400	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
21	Bath House		Joisted masonry	10/01/2021	\$110,600		
	1344 Gardenia Drive Barefoot Bay FL 32976			10/01/2022	\$7,800	\$118,400	

Sign: _____

Print Name: _____

Date: _____

**Barefoot Bay Recreation District**

Policy No.: 100121752

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term	Date	Contents Value		
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering	Replaced
22	Swimming Pool #2		Masonry non combustible	10/01/2021	\$341,400		\$341,400	
	1344 Gardenia Drive Barefoot Bay FL 32976			10/01/2022	\$0			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term	Date	Contents Value		
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering	Replaced
23	Bath House		Joisted masonry	10/01/2021	\$123,200		\$130,500	
	1080 Parkway Lane Barefoot Bay FL 32976			10/01/2022	\$7,300			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term	Date	Contents Value		
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering	Replaced
24	Fishing Pier with Pavillion & Lights		Frame	10/01/2021	\$661,130		\$661,130	
	7900 US HWY 1 Barefoot Bay FL 32976			10/01/2022	\$0			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term	Date	Contents Value		
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering	Replaced
25	Ballfield Restrooms		Joisted masonry	10/01/2021	\$40,500		\$40,500	
	1127 W. Wren Circle Barefoot Bay FL 32976			10/01/2022	\$0			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term	Date	Contents Value		
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering	Replaced
26	Storage Shed 100 Sq Ft.		Frame	10/01/2021	\$2,810		\$5,210	
	1127 W. Wren Circle Barefoot Bay FL 32976			10/01/2022	\$2,400			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term	Date	Contents Value		
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering	Replaced
27	Dugouts (2) Softball Field		Non combustible	10/01/2021	\$12,000		\$12,000	
	1127 W. Wren Circle Barefoot Bay FL 32976			10/01/2022	\$0			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term	Date	Contents Value		
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering	Replaced
28	Greenhouse Building		Frame	10/01/2021	\$17,500		\$17,500	
	N. End of W. Wren Circle Barefoot Bay FL 32976			10/01/2022	\$0			

Sign: _____

Print Name: _____

Date: _____



Barefoot Bay Recreation District

Policy No.: 100121752

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
29	Storage Shed		Frame	10/01/2021	\$5,090		\$10,890	
	N. End of W. Wren Circle Barefoot Bay FL 32976			10/01/2022	\$5,800			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
30	Golf Course Clubhouse		Joisted masonry	10/01/2021	\$1,428,000		\$1,568,300	
	1225 Barefoot Circle Barefoot Bay FL 32976			10/01/2022	\$140,300			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
31	Golf Course Maintenance		Frame	10/01/2021	\$9,750		\$32,150	
	1176 Barefoot Circle Barefoot Bay FL 32976			10/01/2022	\$22,400			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
32	Break Room		Frame	10/01/2021	\$5,760		\$11,560	
	1176 Barefoot Circle Barefoot Bay FL 32976			10/01/2022	\$5,800			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
33	Maintenance Storage with Awning		Frame	10/01/2021	\$54,250		\$103,950	
	1176 Barefoot Circle Barefoot Bay FL 32976			10/01/2022	\$49,700			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
34	Tank (2): Diesel and Gasoline Storage		Non combustible	10/01/2021	\$8,900		\$10,900	
	1176 Barefoot Circle Barefoot Bay FL 32976			10/01/2022	\$2,000			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
35	Security Camera (6) PVC Poles (3)		Electrical equipment	10/01/2021	\$6,000		\$6,000	
	Tequesta Dr. and Micco Rd Barefoot Bay FL 32976			10/01/2022	\$0			

Sign: _____

Print Name: _____

Date: _____



Barefoot Bay Recreation District

Policy No.: 100121752

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
36	Fountain: Decorative		Non combustible	10/01/2021	\$15,000	\$15,000	
	Barefoot Blvd. & US 1 Barefoot Bay FL 32976			10/01/2022	\$0		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
37	Customer Service Building		1991	10/01/2021	\$325,190	\$343,190	
	931 Barefoot Boulevard Barefoot Bay FL 32976		Joisted masonry	10/01/2022	\$18,000		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
38	Well/Security System House		Joisted masonry	10/01/2021	\$16,800	\$22,800	
	8701 Highway A1A Barefoot Bay FL 32976			10/01/2022	\$6,000		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
39	Unscheduled Property in the Open		Property in the Open	10/01/2021	\$120,000	\$120,000	
	Various Barefoot Bay FL 32976			10/01/2022	\$0		
			Total:	Building Value \$11,224,250	Contents Value \$739,000	Insured Value \$11,963,250	

Sign: _____

Print Name: _____

Date: _____

**Barefoot Bay Recreation District**

Policy No.: 100121752
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	2017 Bobcat Front End Loader		Mobile equipment	10/01/2021 10/01/2022	\$38,000	\$1,000
2	Boom Arm Mower		Other inland marine	10/01/2021 10/01/2022	\$18,000	\$1,000
3	Toro 360 Riding Mower		Other inland marine	10/01/2021 10/01/2022	\$28,000	\$1,000
4	Blanket Inland Marine (Max \$15,000 Per Item)		Other inland marine	10/01/2021 10/01/2022	\$1,000,000	\$1,000
				Total	\$1,084,000	

Sign: _____

Print Name: _____

Date: _____



Barefoot Bay Recreation District

Policy No.: 100121752
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	APD Rptd
1	Ford	F600		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$0
1	1987		Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$0
2	Ford	Ranger		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$16,273
1	2002		Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$16,273
3	Ford	Ranger		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$22,000
1	2021		Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$22,000
4	Ford	F250		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$16,735
1	2007		Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$16,735
5	Ford	Econoline		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$18,192
1	2011		Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$18,192
6	Triple Crown	Trailer		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$4,214
1	2013		Trailer	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$4,214
7	Nissan	Frontier		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$16,552
1	2015		Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$16,552
8	Ford	F150 XL		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$17,746
1	2013		Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$17,746
9	Ford	F650		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$60,000
1	2017		Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$60,000
10	Nissan	Frontier		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$18,990
1	2018		Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$18,990
11	Ford	F250 4x2 Supercab		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$32,751
1	2019		Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$32,751
12	Ford	F150		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$22,093
1	2021		Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$22,093
13	Ford	F250 Super Duty		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$34,435
1	2021		Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$34,435
14	Ford	F150		10/01/2021	\$1,000	10/01/2021	10/01/2021		\$22,093
1	2021		Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual cash value	\$22,093
								Total	\$302,074
								APD Rptd	\$302,074

Sign: _____

Print Name: _____

Date: _____



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Workers Compensation

Barefoot Bay Recreational District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this 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.

Quotation being provided for:

Barefoot Bay Recreational District
625 Barefoot Boulevard
Barefoot Bay, FL 32976

Term: October 1, 2021 to October 1, 2022
Coverage Provided by: Florida Insurance Alliance
Quote Number: WC100121752

TYPE OF INSURANCE

Part A	Workers Compensation <ul style="list-style-type: none">• Benefits: FL Statutory (Medical, Disability, Death)
Part B	<u>Employers Liability:</u> <ul style="list-style-type: none">• \$1,000,000- Each Accident• \$1,000,000- Disease- Policy Limit• \$1,000,000- Disease- Each Employee

Class Code	Description	Payroll	Rate	Premium
8742	Salespersons, Collectors or Messengers - Outside	\$350,555	0.33	\$1,156.83
8810	Clerical Office Employees NOC	\$848,051	0.16	\$1,356.88
9015	Buildings - Operation by Owner or Lessee	\$354,055	3.81	\$13,489.50
9060	Club - County, Golf, Fishing or Yacht & Clerical	\$51,004	1.80	\$918.07
9084	Bar, Discotheque, Lounge, Nigh Club or Tavern	\$518,182	1.68	\$8,705.46
9102	Lawn Maintenance - Commercial or Domestic & Drivers	\$163,841	3.77	\$6,176.81
Total Manual Premium				\$31,803.55
Increased ELL 1M/1M/1M				\$445.25
				\$32,248.80
Workplace Safety Credit – 2%				-\$644.98
Drug Free Workplace Credit – 5%				-\$1,580.19
Experience Modification				0.770000
Standard Premium				\$23,118.20
Premium Discount				-\$1,193.76
Expense Constant				\$160.00
Terrorism				\$228.57
Policy Total				\$22,313.01

Additional terms and conditions, including but not limited to:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages.
2. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
3. Down payment is due at inception.
4. 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.
5. 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.
6. Safety and Drug Free program credits (if applicable) are subject to program requirements.
7. Payrolls are subject to final audit.
8. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.



Public
Risk
Underwriters

Insurance Solutions for Public Entities

Public Risk Underwriters of Florida, Inc.

P O Box 958455, Lake Mary, FL 32795

321-832-1450

Brown & Brown, Inc. - Central Coast Vero

Barefoot Bay Recreation District

WC FL1 0054404 21-01 01 - 1

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the quote for Barefoot Bay Recreation District

Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverage indicated in the application.

As a reminder you do not have any binding authority. Written request to bind must be received prior to the effective date of coverage or the expiration date of the quote, whichever is earlier. If written request to bind is not received within the described time frame, the quote is no longer valid and the file will be closed. Coverage is not bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc.

The brief description of coverage contained in this 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. In the event of differences, the Coverage Agreement form prevails. Specimen forms are available upon request.

If you have any questions or need further assistance please feel free to contact us.

**THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY AND
IS NOT PART OF THE QUOTE**



Quote No.: WC FL1 0054404 21-01 01 - 1

Effective Date: 10/01/2021

Quote Expiration Date: 10/01/2021

QUOTE FOR

Barefoot Bay Recreation District

625 Barefoot Blvd, Barefoot Bay FL, 32976

Presented by Public Risk Underwriters for:

Brown & Brown, Inc. - Central Coast Vero
817 Beachland Blvd, Vero Beach FL, 32963
08/17/2021 10:14:17 am

The brief description of coverage contained in this 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.



Named Covered Party: Barefoot Bay Recreation District

Term: 10/01/2021 to 10/01/2022

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: WC FL1 0054404 21-01 01 - 1

WHY PREFERRED?

Founded in 1999, Preferred Governmental Insurance Trust services over 400 members and fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. This is why we are clearly Preferred.

Service provided by local retail agents, dedicated loss control safety managers, and the claims expertise provided by PGCS Claim Services combine to provide optimal Member service. Members have 24/7 access to on-line claims information. Safety training is provided live in person and on-line at no additional cost to Members.

Preferred offers property appraisals to all new members upon first joining the Trust and trending of values is performed periodically after the initial appraisals. Initial appraisals are done for all property currently scheduled. Once the initial appraisal is completed, the members then have the choice to insure at appraised values with the Blanket coverage or remain at submitted values with the coverage agreement being endorsed to "stated values" with an 80% co-insurance clause.

Preferred provides a full range of risk financing options that are available from first dollar to self insured excess coverage. Public Officials/Employment Practices coverage includes coverage for cyber liability, non-monetary claims including injunctive relief, EEOC, sunshine violations, petition recall, public records law, with defense costs outside of member deductible. General Liability coverage includes a sublimit for inverse condemnation. At Preferred, only workers compensation is subject to audit thus avoiding additional premium charges beyond policy expirations.

Additional marketing material may be found on-line at <https://pru.oms.oneshield.com>. Click on Help for the following programs and benefits:

- Badge Program - Cardiac Case management for all police and fire department personnel
- Cyber Liability Coverage
- HR Risk Management Helpline
- Preferred Loss Control Services
- Preferred Online Training via Target Solutions platform
- Preferred Property Catastrophe Solution
- Why Preferred
- Preferred Financial Strength
- Member Services Guide
- Preferred TIPS

Named Covered Party: Barefoot Bay Recreation District

Term: 10/01/2021 to 10/01/2022

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: WC FL1 0054404 21-01 01 - 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.



Named Insured: Barefoot Bay Recreation District

Issue Date: 8/17/2021

Agent: Brown & Brown, Inc. - Central Coast Vero

Quote Number: WC FL1 0054404 21-01 01 - 1

Proposed Policy Period: From: 10/01/2021 To: 10/01/2022

Rating Basis Date: 10/01/2021

Schedule Page 1 of 2

Emp. Liability Limits: 1,000,000/1,000,000/1,000,000

Quotation Schedule of Operations

Period Effective: 10/01/2021

State: FL	<u>Experience Mod</u>	<u>Status</u>	<u>Effective Date</u>
	0.77	FINAL	10/01/2021

Policy Loc	Insured Loc	Code	Classifications	Premium Basis	Rate	Estimated Premium
0000	N/A	8742	SALESPERSONS OR COLLECTORS-OUTSIDE	255,000	0.33	\$842
0000	N/A	8810	CLERICAL OFFICE EMPLOYEES NOC	707,000	0.16	\$1,131
0000	N/A	9015	BUILDING OR PROPERTY MANAGEMENT - ALL OTHER EMPLOYEES	417,000	3.81	\$15,888
0000	N/A	9060	CLUB - COUNTRY, GOLF, FISHING, OR YACHT - ALL EMPLOYEES & CLERICAL, SALESPERSONS, DRIVERS	194,000	1.80	\$3,492
0000	N/A	9084	BAR, DISCOTHEQUE, LOUNGE, NIGHT CLUB OR TAVERN	385,000	1.68	\$6,468
0000	N/A	9102	PARK NOC- All EMPLOYEES & DRIVERS	164,000	3.77	\$6,183
Total				2,122,000		\$34,003



Named Insured: Barefoot Bay Recreation District

Issue Date: 8/17/2021

Agent: Brown & Brown, Inc. - Central Coast Vero

Quote Number: WC FL1 0054404 21-01 01 - 1

Proposed Policy Period: From: 10/01/2021 To: 10/01/2022

Rating Basis Date: 10/01/2021

Schedule Page 2 of 2

Emp. Liability Limits: 1,000,000/1,000,000/1,000,000

Quotation Schedule of Operations

State Level Summary

<u>Coverage</u>	<u>Factor</u>	<u>Deductible</u>	<u>Est. Annual Premium</u>
Manual Premium			\$34,003
Total Manual Premium			\$34,003
Subject Premium			\$34,003
Safety Program	2		\$(680)
Drug-Free Workplace	5		\$(1,666)
Total Subject Premium			\$31,657
Experience Mod	0.770		\$(7,281)
Total Modified Premium			\$24,376
Schedule Rating Factor			\$(2,438)
Total Standard Premium			\$21,938
Premium Discount			\$(1,086)
Estimated Standard State Premium:			\$20,852



Named Insured: Barefoot Bay Recreation District

Agent: Brown & Brown, Inc. - Central Coast Vero

Quote Number: WC FL1 0054404 21-01 01 - 1

Proposed Policy Period: From: 10/01/2021 To: 10/01/2022

Issue Date: 8/17/2021

Summary Page 1 of 2

Quote Summary

<u>Coverage/Policy Item</u>	<u>Est. Annual Premium</u>
Manual Premium	\$34,003
Total Manual Premium	\$34,003
Subject Premium	\$34,003
Safety Program	\$(680)
Drug-Free Workplace	\$(1,666)
Total Subject Premium	\$31,657
Experience Mod	\$(7,281)
Total Modified Premium	\$24,376
Schedule Rating Factor	\$(2,438)
Total Standard Premium	\$21,938
Premium Discount	\$(1,086)
Expense Constant	\$160
Estimated Premium	\$21,012

Disclaimer: This summary page is used for illustration purposes only; it should not be used to calculate premium items for individual states. Please refer to the state specific pages for actual calculation of the respective states calculation.



Named Insured: Barefoot Bay Recreation District

Issue Date: 8/17/2021

Agent: Brown & Brown, Inc. - Central Coast Vero

Quote Number: WC FL1 0054404 21-01 01 - 1

Proposed Policy Period: From: 10/01/2021 To: 10/01/2022

Summary Page 2 of 2

Quotation Terms and Conditions Including but Not Limited To

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
2. Quote subject to review and acceptance by Preferred Board of Trustees.
3. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
4. Down payment is due at inception.
5. 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.
6. 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.
7. Quote was prepared using payrolls supplied by your agency.
8. Safety and Drug Free program credits (if applicable) are subject to program requirements.
9. Payrolls are subject to final audit.
10. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
11. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.



08/17/2021 / 10:14 AM

Named Covered Party: Barefoot Bay Recreation District
Term: 10/01/2021 to 10/01/2022
Coverage Provided by Preferred Governmental Insurance Trust
Quote Number: WC FL1 0054404 21-01 01 - 1

Total Premium Due: \$21,012
Commission: 9.00%
Payment Plan: WC - Quarterly

ADDITIONAL TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO

- Receipt of signed Preferred Work Comp application within 30 days of effective date of coverage
 - Receipt of signed Drug Free application within 30 days of effective date of coverage
 - Receipt of signed Safety Program application within 30 days of effective date of coverage
 - Receipt of signed Participation agreement within 30 days of effective date of coverage
 - Receipt of most recent Audited Financial Statements within 30 days of effective date of coverage
 - Receipt of Employee Concentration form prior to binding
 - All lines of coverage (Package & Worker's Compensation) must be accepted in order to bind coverage with Preferred.
- Worker's Compensation agreement is conditional upon binding Package coverage. This is an ALL or nothing quote.



Named Covered Party: Barefoot Bay Recreation District
Term: 10/01/2021 to 10/01/2022
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC FL1 0054404 21-01 01 - 1

**EMPLOYER WORKPLACE SAFETY PROGRAM
PREMIUM CREDIT APPLICATION**

Contact Person: _____

Telephone Number: _____

I am submitting a copy of my workplace safety program which meets the requirements of Section 440.1025, Florida Statutes. I certify that this Safety Program has been implemented in the workplace and is being maintained as submitted to "Preferred (The Trust)".

This is to certify that the Workplace Safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

1. Written Safety Policy and Safety Rules
2. Safety Inspections
3. Preventive Maintenance
4. Safety Training
5. First Aid
6. Accident Investigation
7. Necessary Record Keeping

I am aware that we may be subject to on-site inspections by "The Trust", for the purpose of validation the accuracy of this information.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s.775.083 or s.775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Certification or Employer Workplace Safety Program Premium Credit, and that the facts stated in it are true.

Employer Name: _____

Date: _____

Officer/Owner Signature*: _____

Title: _____

*Application must be signed by an officer or owner.



Named Covered Party: Barefoot Bay Recreation District
Term: 10/01/2021 to 10/01/2022
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC FL1 0054404 21-01 01 - 1

DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM APPLICATION

Testing:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- | | |
|---|---|
| <input type="checkbox"/> Job Applicant | <input type="checkbox"/> Routine fitness for duty |
| <input type="checkbox"/> Reasonable suspicion | <input type="checkbox"/> Follow-up testing to Employee Assistance Program |

Notice of Employer's Drug Testing Policy:

- | | |
|--|---|
| <input type="checkbox"/> Copy to all employees prior to testing | <input type="checkbox"/> Show notice of drug testing on vacancy announcements |
| <input type="checkbox"/> Posted on/at employer's premises | <input type="checkbox"/> Copies available to personnel office or other suitable locations |
| <input type="checkbox"/> Copy to job applicants prior to testing | <input type="checkbox"/> No notice required because drug testing program in place prior to July 1, 1990 |
| <input type="checkbox"/> General notice given 60 days prior to testing | |

Education:

- ☐ Resource file on providers
- ☐ Employee Assistance Program
- ☐ Education

Name of Medical Review Officer: _____

A. Name of approved Agency for Health Care Administration lab or United States Department of Health and human Services Certified Laboratory: _____

B. Phone Number: _____

C. Address: _____

Your certification is subject to physical verification by "Preferred (The Trust)". Your coverage agreement is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the Coverage Agreement if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly and with intent in injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Application for Drug-Free Workplace Premium Credit Program, and that the facts stated in it are true.

Employer Name

Officer/Owner Signature*

Date

Title

*Application must be signed by an officer or owner.

The brief description of coverage contained in this 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.

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. 10/01/2021 (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

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

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

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

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)”.

- 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;

- (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.

- (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

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

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

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

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.

- (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.

- 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.

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,

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

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

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

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

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

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.

- 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.

**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



Public
Risk
Underwriters

Insurance Solutions for Public Entities

Public Risk Underwriters of Florida, Inc.

P O Box 958455, Lake Mary, FL 32795

321-832-1450

Brown & Brown, Inc. - Central Coast Vero

Barefoot Bay Recreation District

PK FL1 0054404 21-01 02 - 1

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the quote for Barefoot Bay Recreation District

Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverage indicated in the application.

As a reminder you do not have any binding authority. Written request to bind must be received prior to the effective date of coverage or the expiration date of the quote, whichever is earlier. If written request to bind is not received within the described time frame, the quote is no longer valid and the file will be closed. Coverage is not bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc.

The brief description of coverage contained in this 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. In the event of differences, the Coverage Agreement form prevails. Specimen forms are available upon request.

If you have any questions or need further assistance please feel free to contact us.

**THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY AND
IS NOT PART OF THE QUOTE**



Quote No.: PK FL1 0054404 21-01 02 - 1

Effective Date: 10/01/2021

Quote Expiration Date: 10/01/2021

QUOTE FOR

Barefoot Bay Recreation District

625 Barefoot Blvd, Barefoot Bay FL, 32976

Presented by Public Risk Underwriters for:

Brown & Brown, Inc. - Central Coast Vero
817 Beachland Blvd, Vero Beach FL, 32963
08/17/2021 10:34:49 am

The brief description of coverage contained in this 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.



Named Covered Party: Barefoot Bay Recreation District

Term: 10/01/2021 to 10/01/2022

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0054404 21-01 02 - 1

WHY PREFERRED?

Founded in 1999, Preferred Governmental Insurance Trust services over 400 members and fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. This is why we are clearly Preferred.

Service provided by local retail agents, dedicated loss control safety managers, and the claims expertise provided by PGCS Claim Services combine to provide optimal Member service. Members have 24/7 access to on-line claims information. Safety training is provided live in person and on-line at no additional cost to Members.

Preferred offers property appraisals to all new members upon first joining the Trust and trending of values is performed periodically after the initial appraisals. Initial appraisals are done for all property currently scheduled. Once the initial appraisal is completed, the members then have the choice to insure at appraised values with the Blanket coverage or remain at submitted values with the coverage agreement being endorsed to "stated values" with an 80% co-insurance clause.

Preferred provides a full range of risk financing options that are available from first dollar to self insured excess coverage. Public Officials/Employment Practices coverage includes coverage for cyber liability, non-monetary claims including injunctive relief, EEOC, sunshine violations, petition recall, public records law, with defense costs outside of member deductible. General Liability coverage includes a sublimit for inverse condemnation. At Preferred, only workers compensation is subject to audit thus avoiding additional premium charges beyond policy expirations.

Additional marketing material may be found on-line at <https://pru.oms.oneshield.com>. Click on Help for the following programs and benefits:

- Badge Program - Cardiac Case management for all police and fire department personnel
- Cyber Liability Coverage
- HR Risk Management Helpline
- Preferred Loss Control Services
- Preferred Online Training via Target Solutions platform
- Preferred Property Catastrophe Solution
- Why Preferred
- Preferred Financial Strength
- Member Services Guide
- Preferred TIPS

Named Covered Party: Barefoot Bay Recreation District

Term: 10/01/2021 to 10/01/2022

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0054404 21-01 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.

Named Covered Party: Barefoot Bay Recreation District

Term: 10/01/2021 to 10/01/2022

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0054404 21-01 02 - 1

Property Coverage

Coverage Description	Limit	Deductible
Blanket Value Building & Contents Limit, per attached schedule	\$11,843,250	\$1,000 Per Occurrence - All other perils 3% Per Occurrence - Named Storm subject to minimum of \$10,000
Boiler & Machinery	\$11,843,250	\$1,000 Per Occurrence

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	\$1,000 Per Flood, except zones A,V excess of NFIP whether purchased or not
Earth Movement Limit – Per Occurrence	Not Included	N/A
TRIA (Includes Inland Marine if applicable)	\$5,000,000	\$1,000 Per Occurrence

Extensions of Coverage- These limits do not increase any other applicable limit of liability. Deductible per terms of the Coverage Agreement.

Coverage Description	Limit
Accounts Receivable	\$500,000
Additional Expense	\$1,000,000
Animals (annual aggregate limit)	\$5,000
Business Income	\$1,000,000
Buildings Under Construction	If shown on Property Schedule
Debris Removal- limit shown or 25% of loss, whichever is greater, per occurrence	\$250,000 or 25% of loss, whichever is greater, per occurrence
Demolition, Ordinance, and ICC	\$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
Vehicle Property Coverage	\$0

The brief description of coverage contained in this 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.

Named Covered Party: Barefoot Bay Recreation District

Term: 10/01/2021 to 10/01/2022

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0054404 21-01 02 - 1

Inland Marine Coverage

Coverage Description	Limit	Deductible
Blanket Unscheduled Inland Marine (subject to \$25,000 any one item, excludes Watercraft)	\$25,000	Per attached schedule
Scheduled Inland Marine	\$66,000	Per attached schedule
Total All Inland Marine	\$91,000	Per attached schedule

Crime Coverage

Coverage Description	Limit	Deductible
Forgery and Alteration	\$100,000	\$1,000
Theft, Disappearance or Destruction	\$10,000	\$1,000
Computer Fraud including Funds Transfer Fraud	\$100,000	\$1,000
Employee Dishonesty, Including faithful performance, per loss	\$10,000	\$1,000

Deadly Weapon Protection (Claims Made)

Coverage Description	Limit	Deductible
Third Party Liability Coverage	\$1,000,000	\$0
Crisis Management Services	Included	
Counseling Services	\$ 250,000 sublimit	
Funeral Expenses	\$ 250,000 sublimit	
Retro Date: 10/01/2021		
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.		

Named Covered Party: Barefoot Bay Recreation District

Term: 10/01/2021 to 10/01/2022

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0054404 21-01 02 - 1

Public Officials Liability Coverage (Occurrence)

Public Officials Liability Limit	Deductible	Retroactive Date
\$5,000,000 per Occurrence Aggregate Limit: N/A	\$0	
Total Payroll: \$2,122,000		
Supplementary Payments: Pre-termination \$2,500 per employee/ \$5,000 annual aggregate		
Non Monetary: \$100,000 Aggregate		

Employment Practices Liability Coverage (Occurrence)

Employment Practices Liability Limit	Deductible	Retroactive Date
\$5,000,000 per Occurrence Aggregate Limit: N/A	\$0	
#FT emp: 84	# PT Emp:	#Volunteers:

Cyber Liability (Claims Made)

Coverage Description	Limit	Deductible
Policy Limit	\$2,000,000 annual aggregate	Applies per below
Third Party Liability Coverage:		
• Privacy & Security Liability	\$2,000,000 each claim	\$25,000
• Media Content Services Liability	\$2,000,000 each claim	\$25,000
• PCI DSS	\$1,000,000 sublimit	\$25,000
First Party Liability Coverage:		
• Cyber Extortion & Ransomware	\$2,000,000 each claim	\$25,000
• Data Breach & Crisis Management	\$2,000,000 each claim	\$25,000
• Data Recovery	\$2,000,000 each claim	\$25,000
• Business Interruption/ Extra Expense	\$2,000,000 each claim	\$25,000 / Waiting Period:10 Hrs
• Cyber Crime	\$250,000 Agg - see form for sublimits	\$25,000
• Utility Fraud	\$100,000 Agg - see form for sublimits	\$25,000
• Bricking Coverage	\$250,000 sublimit	\$25,000
• System Failure- BI/EE	\$1,000,000 sublimit	\$25,000 / Waiting Period:10 Hrs
• Dependent Business Interruption	\$1,000,000 sublimit	\$25,000 / Waiting Period:10 Hrs
o BI/EE	Included in above sublimit	\$25,000 / Waiting Period:10 Hrs
o System Failure	\$500,000 sublimit	\$25,000 / Waiting Period:10 Hrs
Retroactive date: 10/01/2021		
Voluntary Notification endorsement is included, see coverage form for all limits and sublimits		

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)

The brief description of coverage contained in this 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.

Named Covered Party: Barefoot Bay Recreation District
 Term: 10/01/2021 to 10/01/2022
 Coverage Provided by: Preferred Governmental Insurance Trust
 Quote Number: PK FL1 0054404 21-01 02 - 1

General Liability Coverage (Occurrence Form)

<u>Coverage Description</u>	<u>Limit</u>
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 Limit	\$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)	\$300,000 Aggregate
General Liability Deductible:	\$0
Rating Basis	
Ratable Payroll:	\$2,122,000

Unmanned Aircraft

Coverage is limited, see specimen form for policy details

<u>Coverage Description</u>	<u>Limit</u>	<u>Deductible</u>
Unmanned Aircraft	N/A	N/A

Law Enforcement Liability Coverage (Occurrence Form)

<u>Coverage Description</u>	<u>Limit</u>	<u>Deductible</u>
Law Enforcement Liability	N/A	N/A
Rating Basis		
Full Time Officers:	Part Time Officers:	Vol Officers:

Named Covered Party: Barefoot Bay Recreation District
Term: 10/01/2021 to 10/01/2022
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0054404 21-01 02 - 1

Automobile Coverage			
Coverage	Symbol	Limit	Deductible
Liability	7, 8, 9	\$1,000,000	\$0
Personal Injury Protection	5	Statutory	\$0
Added PIP	N/A	Not Included	N/A
Auto Medical Payments	2	\$5,000	N/A
Uninsured/ Underinsured Motorist		N/A	N/A
Physical Damage Comprehensive Coverage	7, 8	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Comprehensive limit: \$35,000	Per attached schedule Hired deductible: \$1,000
Physical Damage Collision Coverage	7, 8	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Collision limit: \$35,000	Per attached schedule Hired deductible: \$1,000
Garagekeepers Comprehensive Coverage	N/A	Actual cash value or cost of repair, whichever is less, minus deductible, for each covered auto per attached locations schedule, but no deductible applies to loss caused by fire or lightning.	N/A
Garagekeepers Collision Coverage	N/A	Actual cash value or cost of repair, whichever is less, minus deductible, for each covered auto per attached locations schedule.	N/A

Automobile Symbols

1	Any "Auto"
2	Owned "Autos" only
3	Owned private passenger "Autos" only
4	Owned "Autos" other than private passenger "Autos" only
5	Owned "Autos" subject to No-Fault
6	Owned "Autos" subject to a Compulsory Uninsured Motorist Law
7	Scheduled "Autos" only
8	Hired "Autos" only
9	Non-owned "Autos" only
30	"Autos" left with you for service, repair, storage, or safekeeping.

* These are abbreviated descriptions. A full description of symbols is included in the coverage agreements

Symbol 10 comp & collision:

Symbol 10 liability:

Named Covered Party: Barefoot Bay Recreation District
Term: 10/01/2021 to 10/01/2022
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0054404 21-01 02 - 1

Total Premium Due: \$113,194

Pay Term: PKG - Quarterly

IMPORTANT NOTE

Defense Costs- Outside of the limit, does not erode the limit for 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.

QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated on the application.
2. The Coverage Agreement shall be 25% minimum earned as of the first day of the "Coverage Period".
3. Premium is late if not paid within 30 days of due date, unless otherwise stated.
4. Deletion of any line of coverage presented, Package and/or Workers Compensation, may result in re-pricing of account.
5. 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.
6. Coverage is not bound until confirmation is received from an authorized representative of Public Risk Underwriters.



Named Covered Party: Barefoot Bay Recreation District
Term: 10/01/2021 to 10/01/2022
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0054404 21-01 02 - 1

ADDITIONAL TERMS & CONDITIONS

- Receipt of completed cyber liability questionnaire prior to binding
- Receipt of detailed FMIT loss runs including details on closed claims prior to binding
- Initialed and signed POL/EPLI application within 30 days of effective date of coverage
- Receipt of most recent Audited Financial Statements within 30 days of effective date of coverage
- Receipt of signed Participation agreement within 30 days of effective date of coverage
- Receipt of signed Signature Page form within 30 days of effective date of coverage
- Receipt of signed UM form within 30 days of effective date of coverage
- Signed first page of the Preferred Application (Florida Fraud Statement) within 30 days of effective date of coverage
- During the proposed Coverage Agreement period, we will not charge an additional premium for new locations if the location is acquired after the inception date of the Coverage Agreement. 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 periods, 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 Value endorsement will be applied with immediate effect.
- 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.

Agency Information Recap



8/17/2021 / 10:33:29AM

Named Covered Party: Barefoot Bay Recreation District
 Term: 10/01/2021 to 10/01/2022
 Coverage Provided by: Preferred Governmental Insurance Trust
 Quote Number: PK FL1 0054404 21-01 02 - 1

PREMIUM BREAKDOWN

Property	\$60,997
Inland Marine	\$380
Crime	\$548
General Liability (Includes Drone coverage if applicable)	\$16,386
Law Enforcement Liability	N/A
Public Officials and Employment Practices Liability	\$29,104
Cyber Liability	\$2,700
Automobile Liability	\$1,766
Automobile Physical Damage	\$1,313
Garage Keepers	N/A
Excess Workers Compensation	N/A
Stop Loss Aggregate	N/A
Deadly Weapon	\$0
Grand Total	\$113,194.00
Commission	12.00%
Payment Terms	PKG - Quarterly

The brief description of coverage contained in this 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.



Named Covered Party: Barefoot Bay Recreation District
Agreement Number: 10/01/2021 to 10/01/2022
Coverage Provided By: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0054404 21-01 02 - 1

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

- ☒ a. I hereby reject Uninsured Motorist coverage.
- ☐ b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable)
each accident
- ☐ c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☐ I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature _____ Title _____
Name _____ Date _____

The brief description of coverage contained in this 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.

Named Covered Party: Barefoot Bay Recreation District

Effective: 10/01/2021

Termination: 10/01/2022

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

X	Property TIV: \$11,843,250		
X	Inland Marine Blanket Unscheduled IM: \$25,000 Scheduled Inland Marine: \$66,000 Total All Inland Marine: \$91,000		
X	Property TRIA (Terrorism Risk Insurance Act) coverage		
X	Crime		
X	General Liability Ratable Payroll: \$2,122,000		
N/A	Law Enforcement Liability Officers: Not Included		
X	Professional Liability Employees: 84		
X	Automobile	8	Units - Auto Liability
X		9	Units - Comprehensive
		9	Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:		
N/A	Excess Workers' Compensation Payroll: Not Included		
X	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).		
X	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).		

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature _____ Title _____

Name _____ Date _____

Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this 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.

COVERED PARTY: Barefoot Bay Recreation District

QUOTE NUMBER: PK FL1 0054404 21-01 02 - 1

AGENCY: Brown & Brown, Inc. - Central Coast Vero

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Lounge Building	625 Barefoot Blvd Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$528,000	\$40,200
002	Building A & B	625 Barefoot Blvd Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$2,112,000	\$140,200
003	Building C	625 Barefoot Blvd Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$432,000	\$21,800
004	60,500 Gallon Pool	625 Barefoot Blvd Barefoot Bay Florida 32976	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$363,000	\$0
005	Swimming Pool Pavilion	625 Barefoot Blvd Barefoot Bay Florida 32976	102 - PITO	10/01/2021	10/01/2022	\$58,600	\$0
006	Tennis Pro Shop/Shelter	625 Barefoot Blvd Barefoot Bay Florida 32976	101 - Frame	10/01/2021	10/01/2022	\$25,500	\$2,200
007	Storage Shed #1 Metal	625 Barefoot Blvd Barefoot Bay Florida 32976	152 - NC	10/01/2021	10/01/2022	\$4,200	\$0
008	Storage Shed #2	625 Barefoot Blvd Barefoot Bay Florida 32976	152 - NC	10/01/2021	10/01/2022	\$4,200	\$0
009	Storage Shed #3	625 Barefoot Blvd Barefoot Bay Florida 32976	152 - NC	10/01/2021	10/01/2022	\$4,200	\$0
010	Storage Shed - Lawn Bowling	625 Barefoot Blvd Barefoot Bay Florida 32976	101 - Frame	10/01/2021	10/01/2022	\$1,500	\$0
011	District Administration	625 Barefoot Blvd Barefoot Bay Florida 32976	111 - MNC	10/01/2021	10/01/2022	\$1,200,000	\$50,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
012	Shopping Center 1	935 Barefoot Blvd Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$1,515,000	\$50,000
013	Shopping Center 2	935 Barefoot Blvd Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$867,000	\$25,000
014	Storage Bldng	935 Barefoot Blvd Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$15,000	\$2,400
015	Maintenance and Equipment Building	895 Flacon Dr Barefoot Bay Florida 32976	152 - NC	10/01/2021	10/01/2022	\$360,000	\$126,800
016	Fuel Pavilion	895 Flacon Dr Barefoot Bay Florida 32976	102 - PITO	10/01/2021	10/01/2022	\$6,350	\$5,900
017	Ted's Shed	895 Flacon Dr Barefoot Bay Florida 32976	152 - NC	10/01/2021	10/01/2022	\$6,120	\$7,000
018	Fueling Pump	895 Flacon Dr Barefoot Bay Florida 32976	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$69,100	\$0
019	Storage Shed	895 Flacon Dr Barefoot Bay Florida 32976	101 - Frame	10/01/2021	10/01/2022	\$7,200	\$0
020	Swimming Pool #3	1344 Gardenia Dr Barefoot Bay Florida 32976	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$341,400	\$0
021	Bath House	1344 Gardenia Dr Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$110,600	\$7,800
022	Swimming Pool #2	1080 Parkway Ln Barefoot Bay Florida 32976	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$341,400	\$0
023	Bath House	1080 Parkway Ln Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$123,200	\$7,300
024	Fishing Pier with Pavilion and Lights (11)	7900 US Highway 1 Barefoot Bay Florida 32976	257 - Waterfront Structures	10/01/2021	10/01/2022	\$661,130	\$0
025	Ballfield Restrooms	1127 W Wren Cir Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$40,500	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
026	Storage Shed	1127 W Wren Cir Barefoot Bay Florida 32976	101 - Frame	10/01/2021	10/01/2022	\$2,810	\$2,400
027	Softball Field Dugouts (2)	1127 W Wren Cir Barefoot Bay Florida 32976	152 - NC	10/01/2021	10/01/2022	\$12,000	\$0
028	Greenhouse Building	N End of Wren Cir Barefoot Bay Florida 32976	101 - Frame	10/01/2021	10/01/2022	\$17,500	\$0
029	Storage Shed	N End of Wren Cir Barefoot Bay Florida 32976	101 - Frame	10/01/2021	10/01/2022	\$5,090	\$5,800
030	Golf Course Clubhouse	1225 Barefoot Cir Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$1,428,000	\$140,300
031	Golf Course Maintenance	1176 Barefoot Cir Barefoot Bay Florida 32976	101 - Frame	10/01/2021	10/01/2022	\$9,750	\$22,400
032	Break Room	1176 Barefoot Cir Barefoot Bay Florida 32976	101 - Frame	10/01/2021	10/01/2022	\$5,760	\$5,800
033	Maintenance Storage w Attached Awning	1176 Barefoot Cir Barefoot Bay Florida 32976	101 - Frame	10/01/2021	10/01/2022	\$54,250	\$49,700
034	Tank (2) Diesel and Gas	1176 Barefoot Cir Barefoot Bay Florida 32976	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$8,900	\$2,000
035	Security Camera (6) PVC Poles (3)	Tequesta Dr and Micco Rd Barefoot Bay Florida 32976	243 - Electrical Equipment	10/01/2021	10/01/2022	\$6,000	\$0
036	Decorative Fountain	Barefoot Blvd and US1 Barefoot Bay Florida 32976	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$15,000	\$0
037	Customer Service Building	931 Barefoot Blvd Barefoot Bay Florida 32976	119 - JM	10/01/2021	10/01/2022	\$325,190	\$18,000
038	Well/Security System	8701 Highway A1A Melbourne Beach Florida 32951	243 - Electrical Equipment	10/01/2021	10/01/2022	\$16,800	\$6,000

Total	\$11,104,250	\$739,000
TIV	\$11,843,250.00	



Inland Marine Schedule

Agreement Period: 10/01/2021 through 10/01/2022

COVERED PARTY: Barefoot Bay Recreation District

QUOTE NUMBER: PK FL1 0054404 21-01 02 - 1

AGENCY: Brown & Brown, Inc. - Central Coast Vero

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
001	Blanket Unscheduled Inland Marine		Blanket Unscheduled	10/01/2021	\$25,000.00	\$1,000
				10/01/2022		
002	Toro 360 Riding Mower		Contractor's / Mobile Equipment - ACV	10/01/2021	\$28,000.00	\$1,000
				10/01/2022		
003	2017 Bobcat Front End Loader		Contractor's / Mobile Equipment - ACV	10/01/2021	\$38,000.00	\$1,000
				10/01/2022		

Total	\$91,000.00
--------------	--------------------

COVERED PARTY: Barefoot Bay Recreation District

QUOTE NUMBER: PK FL1 0054404 21-01 02 - 1

AGENCY: Brown & Brown, Inc. - Central Coast Vero

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Ford	F150		10/01/2021	\$500	10/01/2021	10/01/2022	\$9,432
	2007	8862	Light Truck	10/01/2022	\$500	10/01/2021	10/01/2022	Actual Cash Value
002	Ford	F250		10/01/2021	\$500	10/01/2021	10/01/2022	\$34,435
	2021	1FT7X2A64MEC10974	Light Truck	10/01/2022	\$500	10/01/2021	10/01/2022	Actual Cash Value
003	Ford	Econoline		10/01/2021	\$500	10/01/2021	10/01/2022	\$18,192
	2011	9748	Light Truck	10/01/2022	\$500	10/01/2021	10/01/2022	Actual Cash Value
004	Triple Crown	Trailer			\$500	10/01/2021	10/01/2022	\$4,214
	2013	1351	Trailer - NO CHARGE		\$500	10/01/2021	10/01/2022	Actual Cash Value
005	Nissan	Frontier		10/01/2021	\$500	10/01/2021	10/01/2022	\$16,552
	2015	4306	Light Truck	10/01/2022	\$500	10/01/2021	10/01/2022	Actual Cash Value
006	Ford	F150		10/01/2021	\$500	10/01/2021	10/01/2022	\$17,746
	2013	1693	Light Truck	10/01/2022	\$500	10/01/2021	10/01/2022	Actual Cash Value
007	Ford	F650		10/01/2021	\$500	10/01/2021	10/01/2022	\$60,000
	2017	7047	Heavy Truck	10/01/2022	\$500	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
008	Nissan	Frontier		10/01/2021	\$500	10/01/2021	10/01/2022	\$18,990
	2018	3565	Light Truck	10/01/2022	\$500	10/01/2021	10/01/2022	Actual Cash Value
009	Ford	F250		10/01/2021	\$500	10/01/2021	10/01/2022	\$32,751
	2019	8200	Light Truck	10/01/2022	\$500	10/01/2021	10/01/2022	Actual Cash Value

Total	\$212,312.00
-------	--------------

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. 10/01/2021 (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

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

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

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

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)”.

- 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;

- (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.

- (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

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

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

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

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.

- (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.

- 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.

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,

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

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

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

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

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

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.

- 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.

**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

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 24, 2021
Title: **Employee Insurance Renewals**
Section & Item: 9.E
Department: Resident Relations, Customer Service
Fiscal Impact: \$378,796.90 (FY22 Budget of \$394,734.00)
Contact: Richard Armington, Resident Relations Manager, John Coffey, Community Manager
Attachments: comparison of health dental and vision plans, Principal renewals, bc life, summary of benefits and coverage
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of Employee Health and Ancillary Insurance Plans

Background and Summary Information

Health Insurance

Participating employees have been insured for medical coverage under Health First policies since October 2017 (prior two fiscal years were covered under United Health Care). Due to Obamacare regulations, one or more “affordable” plans must be offered which is defined as not greater than 9.86 percent of an employee's W-2 taxable (Box 1) income. Three years ago, the BOT adopted two “affordable” plans in addition to a traditional health insurance plan. For FY22, BBRD’s current provider is only offering renewal of one of the “affordable” policies which if adopted will keep BBRD in compliance with Obamacare regulations. Health First is leaving the group insurance market and this will be the last year their policies are available to BBRD.

Following are the plans, costs, and comparison to the FY22 Budget. Annual costs and savings assume all employees choose the same plan as they currently have unless they have otherwise so indicated. Of note, of the 35 anticipated full-time employees for FY22, staff believes only 28 will elect coverage (assuming a certain number of new employees elect coverage). Turnover of the remaining 7 employees and/or qualifying events resulting in additional elections of coverage would increase costs to BBRD beyond the figures provided within this agenda memo. Of note, in FY15 only 67% of eligible employees elected health insurance coverage where a projected 80% of eligible employees are expected to elect coverage in FY22.

	Renewal Increase %	Monthly per emp. Premium	BBRD %	Monthly per emp. BBRD Cost	Monthly Employee Cost	# Emp.	Annual BBRD Total Cost
FY 22 Budget	N/A	N/A	85.0%	N/A	N/A	28	385,900
Standard Plans							
POS HFHP V5 6105 (FY21)	N/A	1,140.74	85.0%	969.63	171.11	28	325,795
POS HFHP V5 6105 (recommended renewal)	13.6%	1,296.11	85.0%	1,101.69	194.42	28	370,169
POS HFHP V5 6105 (renewal)	13.6%	1,296.11	86.0%	1,114.65	181.46	28	374,524
POS HFHP V5 6105 (renewal)	13.6%	1,296.11	87.5%	1,134.10	162.01	28	381,056
FLA Blue PPO 03766	0.6%	1,147.54	85.0%	975.41	172.13	28	327,737
FLA Blue HMO 62	-26.1%	842.94	85.0%	716.50	126.44	28	240,744
UHC POS BWVF	-14.1%	979.45	85.0%	832.53	146.92	28	279,731
Obamacare "Affordable" Plans*							
HFHP HDHMO 2500/80 (FY21)	N/A	804.21	85.0%	683.58	120.63	1	8,203
Health First did not offer a renewal of plan HFHP HDHMO 2500/80							
UHC HMO BWM9	-2.9%	781.01	85.0%	663.86	117.15	-	-
HFHP HMO 6600/100 (FY21)	N/A	518.42	85.0%	440.66	77.76	3	15,864
HFHP HMO 6600/100 (recommended renewal)	13.6%	589.03	85.0%	500.68	88.35	-	-
HFHP HMO 6600/100 (renewal)	13.6%	583.22	86.0%	501.57	81.65	-	-
HFHP HMO 6600/100 (renewal)	13.6%	589.03	87.5%	515.40	73.63	-	-
HFHP HMO 6600/100 (renewal)	13.6%	589.03	90.0%	530.13	58.90	-	-
Dependent coverage**							
FY21	N/A	varies	35.0%	varies	varies	-	TBD
Recommended renewal	N/A	varies	40.0%	varies	varies	-	TBD
Renewal Total:						28	370,169
Renewal Difference from Budget						-	(15,731)
<p>* Obamacare required the employer-paid premium percentage be set at a maximum of 9.86% of the lowest-paid employee eligible for health insurance benefits (which for FY22 would be 86.3% for the 6600 plan, and 69.8% for the 2500 plan).</p> <p>** Number of employees electing dependent coverage is not included in the total summation as an employee with dependent coverage is considered one coverage (as an employee cannot obtain dependent coverage without employee coverage). As of August 6, 2021, there are zero current employees planning on electing coverage, although new hires may elect said coverage.</p>							

From FY14 through FY17, BBRD covered only 75% of employee-only coverage and 0% of dependent coverage. To address employee morale (often the increase in the employee's portion of the annual increase in premiums cost outstripped the 3% maximum annual increase in pay), in FY18, the BOT endorsed a plan proposed by the Community Manager to gradually increase BBRD's percentage of premiums over the next several years to 90% for employee-only coverage and 50% for dependent coverage. Due to the impact of the interlocal agreement with Brevard County Board of County Commissioners limiting the annual assessment increase and passage of a new State minimum wage (significant annual increases for the next six years), staff recommends a continuation in the pause of gradually increasing of employer premium contributions for FY22 at 85% coverage for employee-only insurance. However, to address a lack of competitiveness in recruiting semi-skilled, skilled, and management personnel, staff recommends increasing employer premium contributions for dependent coverage to 40% in FY22.

BBRD's Percentage of Premium Coverage		
Fiscal Year	Emp.	Dependent
17	75.0	0.0
18	80.0	25.0
19	82.5	25.0
20	85.0	35.0
21	85.0	35.0
22*	85.0	40.0
* Indicates proposed		

Therefore, staff recommends the BOT adopt the following plans for FY22 at 85.0% employer-paid premiums and at 40% dependent coverage at an estimated cost of \$370,169:

1. Renewal POS HFHP V5 6105
2. Renewal HFHP HMO 6600/100 (Obamacare affordable plan)

Dental Insurance

The FY22 Budget was based on 31 participating employees. Current information indicates BBRD can expect the same number of employees electing coverage in FY22.

	Renewal Increase %	Monthly per emp. Premium	Monthly per emp. BBRD Cost (75%)	# Emp.	Annual BBRD Total Cost	Monthly Employee Cost (25%)	Budget minus Renewal Rate
FY 22 Budget	0.0%	26.67	20.00	31	7,440.00	6.67	N/A
Principle Voluntary (FY21)	N/A	26.64	19.98	31	7,432.56	6.66	N/A
Principle Voluntary (recommended renewal)	0.0%	26.64	19.98	31	7,432.56	6.66	7.44
FLA Blue Voluntary	-6.3%	24.96	18.72	31	6,963.84	6.24	476.16
UHC Voluntary	-22.2%	20.72	15.54	31	5,780.88	5.18	1,659.12

Although alternate providers offer minor savings to BBRD and employees, staff believe the impact of changing providers and staff's satisfaction in dealing with Principle outweighs the potential cost savings. Hence, staff recommends the BOT award contract for dental insurance to Principal at a cost of \$7,7432.56 to BBRD.

Group Life and AD&D Insurance

BBRD currently offers 100% paid life insurance in the amount of \$10,000 to each full-time employee through Principal.

	Renewal Increase	Monthly BBRD Cost (100%)	Annual BBRD Total Cost	Budget minus Renewal Rate
FY 22 Budget	N/A	116.17	1,394.00	N/A
Principal (FY21)	N/A	95.54	1,146.48	N/A
Principal (recommended renewal)*	4.3%	99.61	1,195.32	198.68
Blue Cross	70.3%	162.68	1,952.16	(558.16)
* renewal is based on 26 employees and above chart is extropolated to 35 employees.				

Due to a minor rate increase, staff requested an optional quote from another provider. Due to staff satisfaction with the provide and cost difference, staff recommends the BOT award contract for Group Life and AD&D Insurance to Principal at an annual cost of \$1,195.32.

Vision Insurance

BBRD currently offers an optional 100% employee-paid vision plan with Principal.

	Renewal Increase %	Monthly Premium
Principal VSP Choice in-network (FY21)	N/A	6.10
Principal VSP Choice in-network (recommended renewal)	0.0%	6.10
FLA Blue Davis Vision	23.6%	7.54
UHC	1.6%	6.20

Due to no increase in cost, staff recommends the BOT award contract for employee paid vision insurance to Principal for the VSP Choice plan at no cost to BBRB.

Supplemental Short-Term Disability Insurance

BBRD currently offers an optional 100% employee-paid short-term disability insurance.

Supplemental Short-term Disability Insurance	
(Cost per \$10 of weekly benefit)	
	55-59 Age *
Principal (Renewal with a 6.3% increase)	0.5000
* Age bracket shown as a example of costs. Actual costs based on age and income.	

Staff recommends the BOT award contract for voluntary short-term disability insurance to Principal at zero cost to BBRD.

Supplemental Life and Accidental Death & Dismemberment (AD&D) Insurance

BBRD currently offers an optional 100% employee paid supplemental life and accidental death & dismemberment (AD&D) insurance from Principal based on age and coverage.

Supplemental Life and AD&D Insurance	
(Cost per \$1,000 of coverage)	
	55-59 Age*
Principal (renewal - no change from FY21)	0.9640
* Age bracket shown as an example of costs. Actual costs based on age.	

Due to no increase in cost, staff recommends the BOT award contract to Principal for supplemental life and accidental death & dismemberment (AD&D) insurance at zero cost to BBRD.

Additionally, the following ancillary employee 100% paid policies are available to staff during opening enrollment:

1. Principal Employee Dependent Term Life
2. Aflac Employee Supplemental Insurances

Summary

A summary of BBRD costs as compared to the FY22 Budget is provided below.

Insurance Type	FY22 Budget	Actual	Difference
Health	385,900.00	370,169.02	(15,730.98)
Dental	7,440.00	7,432.56	(7.44)
Life & AD&D	1,394.00	1,195.32	(198.68)
Total	394,734.00	378,796.90	(15,937.10)

Assumed within the previously recommended motions is the ultimate transfer of excess budgeted funds into the FY22 R&M/Capital Contingency budget.

....

BBRD Health

	Health First	Health First
Deductible & Out-of-Pocket Max	HMO 2500/80	HMO 2500/80
	Current	Renewal Not Offered
Annual Deductible single/family	\$2,500/\$5,000	
Co-Insurance %	80%	
Annual Out-of-Pocket Max single/family	\$5,500/\$11,000	
Preventative		
Preventive Care Office Visit Co-Pay	100%	
Preventative Labs	100%	
Office Visits and Urgent Care		
Regular Office Visit Co-Pay	\$35	
Specialist Visit Co-Pay	\$50	
Urgent Care Co-Pay	\$75	
Hospital Coverage		
Emergency Room Co-Pay	\$300 copay first visit; \$500 second visit or more.	
Inpatient Co-Insurance or (Co-Pay)	Covered at 80% after deductile has been met.	
Outpatient Co-Insurance	\$650	
MRI & CAT Scans	Covered at 80% after deductile has been met.	
Prescription Coverage		
Retail Generic/Brand/Non-Formulary	\$2/\$15/\$45/\$90/20%	
Other Coverage		
Ambulance	Covered at 80% after deductile has been met.	
Premiums:		
Employee	\$804.21	
Employee + Spouse	\$1,721.02	
Employee + Child(ren)	\$1,640.59	
Family	\$2,460.89	

NOTE: This description is only a summary. Please refer to your group benefit contract and benefit booklet for the complete terms, conditions, and exclusions of the group benefit program. This is only a summary of benefits and rates for each option.

The complete details of the benefits and rates are contained in the carrier's proposal. In the event of a conflict between this summary and the carrier's proposal, the carrier's proposal is controlling. The rates are based on the census submitted to Paychex by client. Carriers may change rates after enrollment if final enrollment is different from census.

BBRD Health

	Health First	Health First
Deductible & Out-of-Pocket Max	HMO 6600/100	HMO 6600/100
	Current	Renewal
Annual Deductible single/family	\$6,600/\$13,200	\$6,600/\$13,200
Co-Insurance %	100%	100%
Annual Out-of-Pocket Max single/family	\$6,600/\$13,200	\$6,600/\$13,200
Preventative		
Preventive Care Office Visit Co-Pay	100%	100%
Preventative Labs	100%	100%
Office Visits and Urgent Care		
Regular Office Visit Co-Pay	\$50	\$50
Specialist Visit Co-Pay	Covered at 100% after deductible has been met.	Covered at 100% after deductible has been met.
Urgent Care Co-Pay	\$75	\$75
Hospital Coverage		
Emergency Room Co-Pay	Covered at 100% after deductible has been met.	Covered at 100% after deductible has been met.
Inpatient Co-Insurance or (Co-Pay)	Covered at 100% after deductible has been met.	Covered at 100% after deductible has been met.
Outpatient Co-Insurance	Covered at 100% after deductible has been met.	Covered at 100% after deductible has been met.
MRI & CAT Scans	Covered at 100% after deductible has been met.	Covered at 100% after deductible has been met.
Prescription Coverage		
Retail Generic/Brand/Non-Formulary	Generic \$5/Non-Preferred Brand \$15; Tiers 3-5 Not Covered	Generic \$5/Non-Preferred Brand \$15; Tiers 3-5 Not Covered
Other Coverage		
Ambulance	Covered at 100% after deductible has been met.	Covered at 100% after deductible has been met.
Premiums:		
Employee	\$518.42	\$589.03
Employee + Spouse	\$1,109.43	\$1,260.53
Employee + Child(ren)	\$1,057.59	\$1,201.63
Family	\$1,586.37	\$1,802.43

NOTE: This description is only a summary. Please refer to your group benefit contract and benefit booklet for the complete terms, conditions, and exclusions of the group benefit program. This is only a summary of benefits and rates for each option.

The complete details of the benefits and rates are contained in the carrier's proposal. In the event of a conflict between this summary and the carrier's proposal, the carrier's proposal is controlling. The rates are based on the census submitted to Paychex by client. Carriers may change rates after enrollment if final enrollment is different from census.

BBRD Health

	Health First	Health First
Deductible & Out-of-Pocket Max	Value 5 POS 6105	Value 5 POS 6105
	Current	Renewal
Annual Deductible single/family	\$0	\$0
Co-Insurance %	80%	80%
Annual Out-of-Pocket Max single/family	\$2,000/\$4,000	\$2,000/\$4,000
Preventative		
Preventive Care Office Visit Co-Pay	100%	100%
Preventative Labs	100%	100%
Office Visits and Urgent Care		
Regular Office Visit Co-Pay	\$15	\$15
Specialist Visit Co-Pay	\$30	\$30
Urgent Care Co-Pay	\$40	\$40
Hospital Coverage		
Emergency Room Co-Pay	\$150	\$150
Inpatient Co-Insurance or (Co-Pay)	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.
Outpatient Co-Insurance	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.
MRI & CAT Scans	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.
Prescription Coverage		
Retail Generic/Brand/Non-Formulary	\$2/\$15/\$45/\$90/20%	\$2/\$15/\$45/\$90/20%
Other Coverage		
Ambulance	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.
Premiums:		
Employee	\$1,140.74	\$1,296.11
Employee + Spouse	\$2,441.20	\$2,773.69
Employee + Child(ren)	\$2,327.12	\$2,644.07
Family	\$3,490.67	\$3,966.10

NOTE: This description is only a summary. Please refer to your group benefit contract and benefit booklet for the complete terms, conditions, and exclusions of the group benefit program. This is only a summary of benefits and rates for each option.

The complete details of the benefits and rates are contained in the carrier's proposal. In the event of a conflict between this summary and the carrier's proposal, the carrier's proposal is controlling. The rates are based on the census submitted to Paychex by client. Carriers may change rates after enrollment if final enrollment is different from census.

BBRD Health

	FLORIDA BLUE	FLORIDA BLUE
Deductible & Out-of-Pocket Max	PPO 03766	HMO 62
	Alternate	Alternate
Annual Deductible single/family	\$0/\$500	\$6350/NA
Co-Insurance %	80%	100%
Annual Out-of-Pocket Max single/family	\$2,500/\$5000	\$6,350/NA
Preventative		
Preventive Care Office Visit Co-Pay	100%	100%
Preventative Labs	100%	100%
Office Visits and Urgent Care		
Regular Office Visit Co-Pay	\$20	\$35
Specialist Visit Co-Pay	\$40	\$65
Urgent Care Co-Pay	\$60	\$100
Hospital Coverage		
Emergency Room Co-Pay	\$100	\$300
Inpatient Co-Insurance or (Co-Pay)	\$600	Covered at 100% after deductible has been met.
Outpatient Co-Insurance	Covered at 80% after deductible has been met.	Covered at 100% after deductible has been met.
MRI & CAT Scans	Covered at 80% after deductible has been met.	Covered at 100% after deductible has been met.
Prescription Coverage		
Retail Generic/Brand/Non-Formulary	\$10/\$50/\$80	\$10/\$50/\$80
Other Coverage		
Ambulance	Covered at 80% after deductible has been met.	Covered at 100% after deductible has been met.
Premiums:		
Employee	\$1,147.54	\$842.94
Employee + Spouse	\$2,731.15	\$2,006.20
Employee + Child(ren)	\$2,203.28	\$1,618.45
Family	\$3,672.14	\$2,697.40

NOTE: This description is only a summary. Please refer to your group benefit contract and benefit booklet for the complete terms, conditions, and exclusions of the group benefit program. This is only a summary of benefits and rates for each option.

The complete details of the benefits and rates are contained in the carrier's proposal. In the event of a conflict between this summary and the carrier's proposal, the carrier's proposal is controlling. The rates are based on the census submitted to Paychex by client. Carriers may change rates after enrollment if final enrollment is different from census.

BBRD Health

	Health First	Health First	Health First
Deductible & Out-of-Pocket Max	HMO 2500/80	HMO 2500/80	HMO 6600/100
	Current	Renewal	Current
Annual Deductible single/family	\$2,500/\$5,000	\$2,500/\$5,000	\$6,600/\$13,200
Co-Insurance %	80%	80%	100%
Annual Out-of-Pocket Max single/family	\$5,500/\$11,000	\$5,500/\$11,000	\$6,600/\$13,200
Preventative			
Preventive Care Office Visit Co-Pay	100%	100%	100%
Preventative Labs	100%	100%	100%
Office Visits and Urgent Care			
Regular Office Visit Co-Pay	\$35	\$35	\$50
Specialist Visit Co-Pay	\$50	\$50	Covered at 100% after deductible has been met.
Urgent Care Co-Pay	\$75	\$75	\$75
Hospital Coverage			
Emergency Room Co-Pay	\$300 copay first visit; \$500 second visit or more.	\$300 copay first visit; \$500 second visit or more.	Covered at 100% after deductible has been met.
Inpatient Co-Insurance or (Co-Pay)	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.	Covered at 100% after deductible has been met.
Outpatient Co-Insurance	\$650	\$650	Covered at 100% after deductible has been met.
MRI & CAT Scans	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.	Covered at 100% after deductible has been met.
Prescription Coverage			
Retail Generic/Brand/Non-Formulary	\$2/\$15/\$45/\$90/20%	\$2/\$15/\$45/\$90/20%	Generic \$5/Non-Preferred Brand \$15; Tiers 3-5 Not Covered
Other Coverage			
Ambulance	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.	Covered at 100% after deductible has been met.
Premiums:			
Employee	\$804.21		\$518.42
Employee + Spouse	\$1,721.02		\$1,109.43
Employee + Child(ren)	\$1,640.59		\$1,057.59
Family	\$2,460.89		\$1,586.37

NOTE: This description is only a summary. Please refer to your group benefit contract and benefit booklet for the complete terms, conditions, and exclusions of the group benefit program. This is only a summary of benefits and rates for each option.

The complete details of the benefits and rates are contained in the carrier's proposal. In the event of a conflict between this summary and the carrier's proposal, the carrier's proposal is controlling. The rates are based on the census submitted to Paychex by client. Carriers may change rates after enrollment if final enrollment is different from census.

BBRD Health

	Health First	Health First	Health First
Deductible & Out-of-Pocket Max	HMO 6600/100	Value 5 POS 6105	Value 5 POS 6105
	Renewal	Current	Renewal
Annual Deductible single/family	\$6,600/\$13,200	\$0	\$0
Co-Insurance %	100%	80%	80%
Annual Out-of-Pocket Max single/family	\$6,600/\$13,200	\$2,000/\$4,000	\$2,000/\$4,000
Preventative			
Preventive Care Office Visit Co-Pay	100%	100%	100%
Preventative Labs	100%	100%	100%
Office Visits and Urgent Care			
Regular Office Visit Co-Pay	\$50	\$15	\$15
Specialist Visit Co-Pay	Covered at 100% after deductible has been met.	\$30	\$30
Urgent Care Co-Pay	\$75	\$40	\$40
Hospital Coverage			
Emergency Room Co-Pay	Covered at 100% after deductible has been met.	\$150	\$150
Inpatient Co-Insurance or (Co-Pay)	Covered at 100% after deductible has been met.	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.
Outpatient Co-Insurance	Covered at 100% after deductible has been met.	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.
MRI & CAT Scans	Covered at 100% after deductible has been met.	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.
Prescription Coverage			
Retail Generic/Brand/Non-Formulary	Generic: \$5/Non-Preferred Brand \$15; Tiers 3-5 Not Covered	\$2/\$15/\$45/\$90/20%	\$2/\$15/\$45/\$90/20%
Other Coverage			
Ambulance	Covered at 100% after deductible has been met.	Covered at 80% after deductible has been met.	Covered at 80% after deductible has been met.
Premiums:			
Employee	\$589.03	\$1,140.74	\$1,296.11
Employee + Spouse	\$1,260.53	\$2,441.20	\$2,773.69
Employee + Child(ren)	\$1,201.63	\$2,327.12	\$2,644.07
Family	\$1,802.43	\$3,490.67	\$3,966.10

NOTE: This description is only a summary. Please refer to your group benefit contract and benefit booklet for the complete terms, conditions, and exclusions of the group benefit program. This is only a summary of benefits and rates for each option.

The complete details of the benefits and rates are contained in the carrier's proposal. In the event of a conflict between this summary and the carrier's proposal, the carrier's proposal is controlling. The rates are based on the census submitted to Paychex by client. Carriers may change rates after enrollment if final enrollment is different from census.

BBRD Health	UHC	UHC
Deductible & Out-of-Pocket Max	POS BWVF	HMO BWM9
	ALTERNATIVE	ALTERNATIVE
Annual Deductible single/family	\$0	\$6,600/\$13,200
Co-Insurance %	100%	100%
Annual Out-of-Pocket Max single/family	\$2,000/\$4,500	\$6,600/\$13,200
Preventative		
Preventive Care Office Visit Co-Pay	100%	100%
Preventative Labs	100%	
Office Visits and Urgent Care		
Regular Office Visit Co-Pay	\$15	\$40
Specialist Visit Co-Pay	\$40	\$80
Urgent Care Co-Pay	\$50	
Hospital Coverage		
Emergency Room Co-Pay	\$300	\$350
Inpatient Co-Insurance or (Co-Pay)	\$250	Covered at 100% after deductible has been met.
Outpatient Co-Insurance	\$250 COPAY	Covered at 100% after deductible has been met.
MRI & CAT Scans	\$100 COPAY	Covered at 100% after deductible has been met.
Prescription Coverage		
Retail Generic/Brand/Non-Formulary	\$10/\$45/\$90/25%	\$10/\$25/\$70
Other Coverage		
Ambulance	100%	Covered at 100% after deductible has been met.
Premiums:		
Employee	\$979.45	\$781.01
Employee + Spouse	\$2,370.27	\$1,890.04
Employee + Child(ren)	\$1,768.91	\$1,410.52
Family	\$3,263.06	\$2,601.95

NOTE: This description is only a summary. Please refer to your group benefit contract and benefit booklet for the complete terms, conditions, and exclusions of the group benefit program. This is only a summary of benefits and rates for each option.

The complete details of the benefits and rates are contained in the carrier's proposal. In the event of a conflict between this summary and the carrier's proposal, the carrier's proposal is controlling. The rates are based on the census submitted to Paychex by client. Carriers may change rates after enrollment if final enrollment is different from census.

Dental Plan Comparison for Barefoot Bay

Carrier & Plan(s)	PRINCIPAL	FLORIDA BLUE	UHC
	Voluntary	Voluntary	Voluntary
Services	Alternate	Alternate	Alternate
In-Network			
Deductible	\$50	\$50	\$50
Annual Max	\$1,000	\$1,000	\$1,000
Preventative	100%	100%	100%
Minor / Basic	80%	80%	80%
Perio / Endo / Oral Surgery	50%	50%	50%
Major	50%	50%	50%
Ortho Coverage			
Waiting Period (Major / Ortho)	n/a	n/a	n/a
Premiums			
Employee	\$26.64	\$24.96	\$20.72
Employee + Spouse	\$53.28	\$49.92	\$41.44
Employee + Child(ren)	\$53.78	\$50.39	\$45.37
Family	\$82.90	\$75.35	\$69.37

NOTE: This is only a summary of benefits and rates for each option. Please refer to your group benefit contract and benefit booklet for the complete terms, conditions, and exclusions of the group benefit program. The complete details of the benefits and rates are contained in the carrier's proposal. In the event of a conflict between this summary and the carrier's proposal, the carrier's proposal is controlling. The rates are based on the census submitted to Paychex by client. Carriers may change rates after enrollment if final enrollment is different from census.

PLEASE NOTE ALL CARRIERS HAVE THE ABILITY TO OFFER ANY PLAN CHOICES. YOU MAY ALSO HAVE 2 DENTAL CHOICES WITHIN SAME CARRIER

Vision Plan Comparison for Barefoot Bay

Carrier & Plan(s)	PRINCIPAL	FLORIDA BLUE
	VSP Choice	Davis Vision
Services	Alternate	Alternate
In-Network		
Eye Exam	\$10 Copay / 1x per 12 months	\$10 Copay / 1x per 12 months
Lenses	\$25 / 1x per 12 months	\$25 / 1x per 12 months
Non-Collection Frame Allowance (Retail)	Up to \$130 Allowance / 1x per 12 months	Up to \$130 Allowance / 1x per 12 months
Non-Collection Contact Lenses (in lieu of eyeglasses)	\$130	\$130
Premiums		
Employee	\$6.10	\$7.54
Employee + Spouse	\$11.59	\$13.56
Employee + Child(ren)	\$13.55	\$14.31
Family	\$19.09	\$22.59

NOTE: This is only a summary of benefits and rates for each option. Please refer to your group benefit contract and benefit booklet for the complete terms, conditions, and exclusions of the group benefit program. The complete details of the benefits and rates are contained in the carrier's proposal. In the event of a conflict between this summary and the carrier's proposal, the carrier's proposal is controlling. The rates are based on the census submitted to Paychex by client. Carriers may change rates after enrollment if final enrollment is different from census.

Vision Plan Comparison for Barefo

Carrier & Plan(s)	UHC
	UHC
Services	Alternate
Eye Exam	\$10 Copay / 1x per 12 months
Lenses	\$25 / 1x per 12 months
Non-Collection Frame Allowance (Retail)	Up to \$150 Allowance / 1x per 12 months
Non-Collection Contact Lenses (in lieu of eyeglasses)	\$150
Premiums	
Employee	\$6.20
Employee + Spouse	\$11.77
Employee + Child(ren)	\$13.81
Family	\$19.44

NOTE: This is only a summary of benefits and rates for each option. Please refer to your group benefit contract and benefit booklet for the complete terms, conditions, and exclusions of the group benefit program. The complete details of the benefits and rates are contained in the carrier's proposal. In the event of a conflict between this summary and the carrier's proposal, the carrier's proposal is controlling. The rates are based on the census submitted to Paychex by client. Carriers may change rates after enrollment if final enrollment is different from census.

RENEWAL RATES
Effective October 1, 2021

Rates below assume all coverages are renewed. A change to coverages may cause rates to change.

GROUP TERM LIFE - Rates are expressed as Per \$1,000

Renewal rates are guaranteed through September 30, 2022.

ALL MEMBERS				
Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$244,000 26	\$0.304	\$74.18	\$0.364	\$88.82
Renewal Premium Percent of Change				19.7% Increase

ACCIDENTAL DEATH & DISMEMBERMENT - Rates are expressed as Per \$1,000

Your rates are not changing.

Renewal rates are guaranteed through September 30, 2022.

Active Members Only				
Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$244,000 26	\$0.036	\$8.78	\$0.036	\$8.78
Renewal Premium Percent of Change				No change

GROUP VOLUNTARY TERM LIFE - Rates are expressed as Per \$1,000

Your rates are not changing.

Renewal rates are guaranteed through September 30, 2022.

ALL MEMBERS					
Age Range	Current Rate	Renewal Rate	Volume Lives	Current Monthly Premium	Renewal Monthly Premium
Employee					
0 - 29	\$0.054	\$0.054			
30 - 34	\$0.104	\$0.104			
35 - 39	\$0.144	\$0.144			
40 - 44	\$0.184	\$0.184			
45 - 49	\$0.304	\$0.304			
50 - 54	\$0.554	\$0.554			
55 - 59	\$0.964	\$0.964			
60 - 64	\$1.464	\$1.464			
65 - 69	\$2.144	\$2.144			
70 & over	\$3.824	\$3.824			
Total			\$389,000 10	\$458.62	\$458.62
Renewal Premium Percent of Change					No change



Renewal rates are guaranteed through September 30, 2022.

ALL MEMBERS					
Age Range	Current Rate	Renewal Rate	Volume / Lives	Current Monthly Premium	Renewal Monthly Premium
0 - 24	\$0.12	\$0.13			
25 - 29	\$0.16	\$0.17			
30 - 34	\$0.13	\$0.14			
35 - 39	\$0.18	\$0.19			
40 - 44	\$0.51	\$0.54			
45 - 49	\$0.34	\$0.36			
50 - 54	\$0.52	\$0.55			
55 - 59	\$0.47	\$0.50			
60 - 64	\$0.64	\$0.68			
65 - 69	\$0.64	\$0.68			
70 & over	\$0.87	\$0.93			
Total			\$3,452 / 9	\$156.64	\$166.45
Renewal Premium Percent of Change					6.3% Increase

DENTAL

Your rates are not changing.

Renewal rates are guaranteed through September 30, 2022.

ALL MEMBERS					
	Lives	Current Rates	Renewal Rates	Current Monthly Premium	Renewal Monthly Premium
Employee	16	\$26.64	\$26.64	\$426.24	\$426.24
Employee & Spouse	5	\$53.28	\$53.28	\$266.40	\$266.40
Employee & Child(ren)	2	\$53.78	\$53.78	\$107.56	\$107.56
Family	0	\$82.90	\$82.90	\$0.00	\$0.00
TOTAL				\$800.20	\$800.20
Renewal Premium Percent of Change					No change

VISION

Your rates are not changing.



Spouse					
0 - 29	\$0.054	\$0.054			
30 - 34	\$0.104	\$0.104			
35 - 39	\$0.144	\$0.144			
40 - 44	\$0.184	\$0.184			
45 - 49	\$0.304	\$0.304			
50 - 54	\$0.554	\$0.554			
55 - 59	\$0.964	\$0.964			
60 - 64	\$1.464	\$1.464			
65 - 69	\$2.144	\$2.144			
70 & over	\$3.824	\$3.824			
Total			\$87,750 5	\$101.94	\$101.94
Renewal Premium Percent of Change				No change	

VOLUNTARY TERM ACCIDENTAL DEATH & DISMEMBERMENT - Rates are expressed as Per \$1,000

Your rates are not changing.

Renewal rates are guaranteed through September 30, 2022.

Active Employee & Spouse Members Only				
Volume	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$476,750	\$0.036	\$17.16	\$0.036	\$17.16
Renewal Premium Percent of Change				No change

VOLUNTARY TERM CHILD INSURANCE - Rates are expressed as Per Family Per Month

Your rates are not changing.

Renewal rates are guaranteed through September 30, 2022.

Eligible Members					
Amount of Coverage	Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$10,000	1	\$2.00	\$2.00	\$2.00	\$2.00
Total			\$2.00		\$2.00

SHORT TERM DISABILITY - Rates are expressed as a Per \$10

Renewal rates are guaranteed through September 30, 2022.

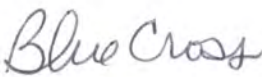
ALL MEMBERS					
	Lives	Current Rates	Renewal Rates	Current Monthly Premium	Renewal Monthly Premium
Employee	13	\$6.10	\$6.10	\$79.30	\$79.30
Employee & Spouse	6	\$11.59	\$11.59	\$69.54	\$69.54
Employee & Child(ren)	1	\$13.55	\$13.55	\$13.55	\$13.55
Family	0	\$19.09	\$19.09	\$.00	\$.00
TOTAL				\$162.39	\$162.39
Renewal Premium Percent of Change					No change

Renewal Premium Percent of Change. The renewal premium percent of change is based on information presented in this letter.



Principal Life Insurance Company
Des Moines, Iowa 50392
© 2017-2020 Principal Financial Services, Inc.

GROUP TERM LIFE AND AD&D BENEFITS



HELP EMPLOYEES PROTECT THEIR FAMILIES' FINANCIAL SECURITY

This product pays a lump sum benefit in the event of a death or accidental loss of limb, sight, or hearing as the result of a covered loss.

	CLASS DESCRIPTION	ELIGIBLE EMPLOYEES	REQUIRED PARTICIPATION	EMPLOYER CONTRIBUTION
Class 1	All full-time active employees	27	100 %	100 %

	RATE PER \$1,000	VOLUME	MONTHLY PREMIUM
GROUP TERM LIFE	\$0.446	\$251,500	\$112.17
AD&D	\$0.053	\$251,500	\$13.33
RATE GUARANTEE DURATION	24 Months		

TOTAL MONTHLY PREMIUM	\$125.50
-----------------------	----------



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-866-633-2446 or visit welcometouhc.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-866-487-2365 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events Chart below for your costs for services this plan covers.
Are there services covered before you meet your deductibles?	No.	See the Common Medical Events Chart below for your costs for services this plan covers.
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this plan?	Network: \$2,000 Individual / \$4,500 Family Per calendar year.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See myuhc.com or call 1-866-633-2446 for a list of <u>network providers</u> .	You will pay the least if you use a <u>provider</u> in the Designated <u>Network</u> . You pay more if you use a <u>provider</u> in the Network. You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your plan pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a specialist?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	Virtual Visits - No Charge by a Designated Virtual <u>Network Provider</u> . If you receive services in addition to office visit, additional <u>copays</u> , <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.
	<u>Specialist visit</u>	\$40 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	If you receive services in addition to office visit, additional <u>copays</u> , <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	Lab Testing: Designated <u>Network</u> : No Charge <u>Network</u> : 50% <u>coinsurance</u> , <u>deductible</u> does not apply X-Ray/Diagnostics: No Charge	Not Covered	None
	Imaging (CT/PET scans, MRIs)	\$100 <u>copay</u> per service, <u>deductible</u> does not apply	Not Covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at welcometouhc.com	Tier 1 - Your Lowest Cost Option	Retail: \$10 <u>copay</u> , <u>deductible</u> does not apply Mail-Order: \$25 <u>copay</u> , <u>deductible</u> does not apply	Not Covered	<u>Provider</u> means pharmacy for purposes of this section. Retail: Up to a 31 day supply. Mail-Order: Up to a 90 day supply or Preferred 90 Day Retail <u>Network Pharmacy</u> . You may need to obtain certain drugs, including certain <u>specialty drugs</u> , from a pharmacy designated by us. Certain drugs may have a <u>preauthorization</u> requirement or may result in a higher cost. If you use an <u>out-of-network</u> pharmacy (including a mail order pharmacy), you may be responsible for any amount over the <u>allowed amount</u> . Certain preventive medications (including certain contraceptives) are covered at No Charge. See the website listed for information on drugs covered by your <u>plan</u> . Not all drugs are covered. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs.
	Tier 2 - Your Mid-Range Cost Option	Retail: \$45 <u>copay</u> , <u>deductible</u> does not apply Mail-Order: \$112.50 <u>copay</u> , <u>deductible</u> does not apply	Not Covered	
	Tier 3 - Your Mid-Range Cost Option	Retail: \$90 <u>copay</u> , <u>deductible</u> does not apply Mail-Order: \$225 <u>copay</u> , <u>deductible</u> does not apply	Not Covered	
	Tier 4 - Your Highest Cost Option	Retail: 25% <u>coinsurance</u> , <u>deductible</u> does not apply Mail-Order: 25% <u>coinsurance</u> , <u>deductible</u> does not apply	Not Applicable	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center/Office: \$100 <u>copay</u> per visit, <u>deductible</u> does not apply Hospital: \$250 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	None
	Physician/surgeon fees	No Charge	Not Covered	None
If you need immediate medical attention	<u>Emergency room care</u>	\$300 <u>copay</u> per visit, <u>deductible</u> does not apply	\$300 <u>copay</u> per visit, <u>deductible</u> does not apply	None
	<u>Emergency medical transportation</u>	No Charge	No Charge	None
	<u>Urgent Care</u>	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	Virtual Visits - No Charge by a Designated Virtual <u>Network Provider</u> . If you receive services in addition to <u>Urgent care</u> visit, additional <u>copays</u> , <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 <u>copay</u> , <u>deductible</u> does not apply	Not Covered	None
	Physician/surgeon fees	No Charge	Not Covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$40 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	Network Partial <u>hospitalization</u> /intensive outpatient treatment: No Charge. See your policy or <u>plan</u> document for additional information about EAP benefits.
	Inpatient services	\$250 <u>copay</u> , <u>deductible</u> does not apply	Not Covered	See your policy or <u>plan</u> document for additional information about EAP benefits.
If you are pregnant	Office Visits	No Charge	Not Covered	<u>Cost sharing</u> does not apply for <u>preventive services</u> .
	Childbirth/delivery professional services	No Charge	Not Covered	Depending on the type of service a <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.).
	Childbirth/delivery facility services	\$250 <u>copay</u> , <u>deductible</u> does not apply	Not Covered	None
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	Not Covered	Limited to 60 visits per calendar year.
	<u>Rehabilitation services</u>	\$15 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	Limits per calendar year: Physical, Occupational, Speech, Pulmonary: 20 visits each; Cardiac: 36 visits. No limits apply for treatment of Autism Spectrum Disorder Services.
	<u>Habilitative services</u>	\$15 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	Services are provided under and limits are combined with <u>Rehabilitation Services</u> above. No limits apply for treatment of Autism Spectrum Disorder Services.
	<u>Skilled nursing care</u>	\$250 <u>copay</u> , <u>deductible</u> does not apply	Not Covered	Limited to 60 days per calendar year (combined with inpatient rehabilitation).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Durable medical equipment</u>	No Charge	Not Covered	Covers 1 per type of DME (including repair/replacement) every 3 years.
	<u>Hospice services</u>	No Charge	Not Covered	None
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	No coverage for Children's eye exams.
	Children's glasses	Not Covered	Not Covered	No coverage for Children's glasses.
	Children's dental check-up	Not Covered	Not Covered	No coverage for Children's dental check-up.

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none">• Acupuncture Services• Bariatric surgery• Cosmetic Surgery• Dental Care	<ul style="list-style-type: none">• Glasses• Infertility Treatment• Long Term Care• Non-emergency care when traveling outside - the US	<ul style="list-style-type: none">• Private duty nursing• Routine Eye Care• Routine foot care - Except as covered for Diabetes• Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none">• Chiropractic (manipulative care) - 20 visits per calendar year	<ul style="list-style-type: none">• Hearing aids - \$2,500 per year	

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the Member Service number listed on the back of your ID card or myuhc.com or the Employee Benefits Security Administration at 1-866-444-3272 or dol.gov/ebsa/healthreform or Florida Department of Financial Services at 1-877-693-5236 or myfloridacfo.com.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-866-633-2446.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-866-633-2446.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-866-633-2446.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-866-633-2446.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ <u>The plan's overall deductible</u>	\$0	■ <u>The plan's overall deductible</u>	\$0	■ <u>The plan's overall deductible</u>	\$0
■ <u>Specialist copay</u>	\$40	■ <u>Specialist copay</u>	\$40	■ <u>Specialist copay</u>	\$40
■ <u>Hospital (facility) copay</u>	\$250	■ <u>Hospital (facility) copay</u>	\$250	■ <u>Hospital (facility) copay</u>	\$250
■ <u>Other coinsurance</u>	0%	■ <u>Other coinsurance</u>	0%	■ <u>Other coinsurance</u>	0%
This EXAMPLE event includes services like: <u>Specialist office visits (pre-natal care)</u> <u>Childbirth/Delivery Professional Services</u> <u>Childbirth/Delivery Facility Services</u> <u>Diagnostic tests (ultrasounds and blood work)</u> <u>Specialist visit (anesthesia)</u>		This EXAMPLE event includes services like: <u>Primary care physician office visits (including disease education)</u> <u>Diagnostic tests (blood work)</u> <u>Prescription drugs</u> <u>Durable medical equipment (glucose meter)</u>		This EXAMPLE event includes services like: <u>Emergency room care (including medical supplies)</u> <u>Diagnostic test (x-ray)</u> <u>Durable medical equipment (crutches)</u> <u>Rehabilitation services (physical therapy)</u>	
Total Example Cost	\$12,700	Total Example Cost	\$5,600	Total Example Cost	\$2,800
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
<u>Cost Sharing</u>		<u>Cost Sharing</u>		<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0	<u>Deductibles</u>	\$0	<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300	<u>Copayments</u>	\$1,100	<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$0	<u>Coinsurance</u>	\$0	<u>Coinsurance</u>	\$0
<u>What isn't covered</u>		<u>What isn't covered</u>		<u>What isn't covered</u>	
<u>Limits or exclusions</u>	\$60	<u>Limits or exclusions</u>	\$0	<u>Limits or exclusions</u>	\$0
The total Peg would pay is	\$360	The total Joe would pay is	\$1,100	The total Mia would pay is	\$500

The plan would be responsible for the other costs of these EXAMPLE covered services.

We do not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator.

Online: [UHC Civil Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

Mail: Civil Rights Coordinator. UnitedHealthcare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free number listed within this Summary of Benefits and Coverage (SBC) , TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

Online: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We provide free services to help you communicate with us. Such as, letters in other languages or large print. Or, you can ask for an interpreter. To ask for help, please call the number contained within this Summary of Benefits and Coverage (SBC) , TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

ATENCIÓN: Si habla **español (Spanish)**, hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número gratuito que aparece en este Resumen de Beneficios y Cobertura (Summary of Benefits and Coverage, SBC).

請注意：如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打本福利和承保摘要(Summary of Benefits and Coverage, SBC) 內所列的免付費電話號碼。

XIN LƯU Ý: Nếu quý vị nói tiếng **Việt (Vietnamese)**, quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ghi trong bản Tóm lược về quyền lợi và đài thọ bảo hiểm (Summary of Benefits and Coverage, SBC) này.

알림: 한국어(**Korean**)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 본 혜택 및 보장 요약서(Summary of Benefits and Coverage, SBC)에 기재된 무료전화번호로 전화하십시오.

PAUNAWA: Kung nagsasalita ka ng **Tagalog (Tagalog)**, may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numerong nakalista sa Buod na ito ng Mga Benepisyo at Saklaw (Summary of Benefits and Coverage o SBC).

ВНИМАНИЕ: бесплатные услуги перевода доступны для людей, чей родной язык является **русском (Russian)**. Позвоните по бесплатному номеру телефона, указанному в данном «Обзоре льгот и покрытия» (Summary of Benefits and Coverage, SBC).

تنبيه: إذا كنت تتحدث **العربية (Arabic)**، فإن خدمات المساعدة اللغوية المجانية متاحة لك. يُرجى الاتصال برقم الهاتف المجاني المدرج بداخل مخلص المزايا والتغطية هنا. (Summary of Benefits and Coverage, SBC)

ATANSYON: Si w pale **Kreyòl ayisyen (Haitian Creole)**, ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki nan Rezime avantaj ak pwoteksyon sa a (Summary of Benefits and Coverage, SBC).

ATTENTION : Si vous parlez **français (French)**, des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro sans frais figurant dans ce Sommaire des prestations et de la couverture (Summary of Benefits and Coverage, SBC).

UWAGA: Jeżeli mówisz po **polsku (Polish)**, udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer podany w niniejszym Zestawieniu świadczeń i refundacji (Summary of Benefits and Coverage, SBC).

ATENÇÃO: Se você fala **português (Portuguese)**, contate o serviço de assistência de idiomas gratuito. Ligue para o número gratuito listado neste Resumo de Benefícios e Cobertura (Summary of Benefits and Coverage - SBC).

ATTENZIONE: in caso la lingua parlata sia l'**italiano (Italian)**, sono disponibili servizi di assistenza linguistica gratuiti. Chiamate il numero verde indicato all'interno di questo Sommario dei Benefit e della Copertura (Summary of Benefits and Coverage, SBC).

ACHTUNG: Falls Sie **Deutsch (German)** sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die in dieser Zusammenfassung der Leistungen und Kostenübernahmen (Summary of Benefits and Coverage, SBC) angegebene gebührenfreie Rufnummer an.

注意事項: 日本語 (**Japanese**) を話される場合、無料の言語支援サービスをご利用いただけます。
本「保障および給付の概要」(Summary of Benefits and Coverage, SBC)に記載されているフリーダイヤルにてお電話ください。

توجه: اگر زبان شما فارسی (Farsi) است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفاً یا شماره تلفن رایگان ذکر شده در این خلاصه مزایا و پوشش (Summary of Benefits and Coverage: SBC) تماس بگیرید.

ध्यान दें: यदि आप **हिंदी (Hindi)** बोलते हैं, आपको भाषा सहायता सेवाएं, निःशुल्क उपलब्ध हैं। लाभ और कवरेज (Summary of Benefits and Coverage, SBC) के इस सारांश के भीतर सूचीबद्ध टोल फ्री नंबर पर कॉल करें।

CEEB TOOM: Yog koj hais Lus **Hmoob (Hmong)**, muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu dawb teev muaj nyob ntawm Tsab Ntawv Nthuav Qhia Cov Txiaj Ntsim Zoo thiab Kev Kam Them Nqi (Summary of Benefits and Coverage, SBC) no.

ចំណាប់អារម្មណ៍: បើសិនអ្នកនិយាយភាសាខ្មែរ (**Khmer**) សេវាជំនួយភាសាដោយឥតគិតថ្លៃ គឺមានសំរាប់អ្នក។

សូមទូរស័ព្ទទៅលេខឥតចេញថ្លៃ ដែលមានកត់នៅក្នុង សេចក្តីសង្ខេបអត្ថប្រយោជន៍ និងការគាំទ្រ (Summary of Benefits and Coverage, SBC) នេះ។

PAKDAAR: Nu saritaem ti **Ilocano (Ilocano)**, ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyan. Maidawat nga awagan ti awan bayad na nu tawagan nga numero nga nakalista iti uneg na daytoy nga Dagup dagiti Benipisyo ken Pannakasakup (Summary of Benefits and Coverage, SBC).

DÍÍ BAA'ÁKONÍNÍZIN: **Diné (Navajo)** bizaad bee yániit'go, saad bee áka'anída'awo'ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shqódi Naaltsoos Bee 'Aa'ahayání dóó Bee 'Ak'é'asti' Bee Baa Hane'í (Summary of Benefits and Coverage, SBC) biyi' t'áá jíík'ehgo béesh bee hane'í biká'ígíí bee hodílnih.

OGOW: Haddii aad ku hadasho **Soomaali (Somali)**, adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka bilaashka ah ee ku yaalla Soo-koobitaanka Dheefaha iyo Caymiska (Summary of Benefits and Coverage, SBC).

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 24, 2021

Title: **Selection of RFP Evaluation Committee Member for Building A Retaining Wall Repairs Project**

Section & Item: 9.F

Department: R&M/Capital Projects

Fiscal Impact: \$137,700 (FY22 Use of Fund Balance)

Contact: John Coffey, Community Manager

Attachments: Excerpt from Policy Manual, RFP Bldg A Retaining Wall 24Aug21

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of one Trustee to serve as a voting member on the Request for Proposal (RFP) Evaluation Committee for the Building A retaining wall repairs project.

Background and Summary Information

The FY22-26 Five-year Financial Model and Capital Improvement Plan \$137,700 planned expenditures for repairs to the Building A retaining wall repairs project based on an assessment completed in 2019.

The project consists of the following:

- Grouting and reinforcement of existing concrete
- Re-anchoring existing guard rails
- Rehabilitation and/or replacement of existing tie backs
- Seal and waterproof all joints
- Fill and compact voids in the subgrade surface
- All applicable design and permitting

The Policy Manual requires a request for proposal (RFP) process be used for any project anticipated to cost over \$75,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is listed on the following page.

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	August 30, 2021
2	Publication Date	August 31, 2021
3	Advertisement	August 31, 2021 through October 1, 2021
4	Required Pre-Submittal Site Inspection	September 15, 2021 10am-Noon or by appointment (mattgoetz@bbrd.org)
5	Deadline for Written Questions	September 24, 2021
6	Responses/Addendum Issued	Sept. 6, 2021 through Sept. 27, 2021
7	Submission Deadline (RFQ close date)	October 1, 2021 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	October 4, 2021 (1:00pm Administration Bldg. 625 Barefoot Blvd.)

9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	October 11, 2021 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	October 26, 2021 (7:00pm, Bld. D/E)

Weighted criteria to be used by the evaluation committee to select a recommended vendor shall be as follows:

- Experience and References: 30%
- Start Date and Number of Days of Project: 20%
- Cost Proposal: 50%

Hence, the BOT needs to select one Trustee to serve as a voting member. Afterwards, the Community Manager will announce the 5 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP. Said RFP is attached and will be posted to BBRD.org and Demandstar.com.

If the BOT wishes to alter the planned implementation of this project or make changes to the scope of work, the release of the RFP will be postponed until it can be revised according to the wishes of the BOT.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

Unacceptable Purchasing Practices

The following practices are prohibited:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a purchase as a sole source when other sources, or substitute products or services are available.
4. Miscoding purchases to accounts in order to avoid having to process a budget transfer.

2.14 FORMAL SEALED BIDS (FOR PURCHASES OF ~~\$50,000~~75,000.00 OR MORE)³⁹

Competitive Procurements Process For Formal Bids

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of ~~\$50,000~~75,000.00 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of ~~\$50,000~~75,000.00 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S.

Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

Specific Procedures for Formal Sealed Bids/Quotes

Bids/Quotes shall be opened in public at the date, time and place stated in the public notices. No bids shall be accepted after the time and date or at any location other than that designated for bid opening. Bids received late will be returned unopened. All quotes/bids received and accepted will be made available for public inspection ten (10) days after opening or upon recommendation of award, whichever occurs first as per Sec. 119.07 (3) (m), F.S.

A tabulation of all formal sealed bids/quotes received with the recommended award(s) will be available for public inspection in the main offices of the District during regular business hours no

later than (3) business days after a public opening. Vendors filing protest of award must do so as per the section titled, "Vendor Complaints and Disputes."

Award of Bids

For formal sealed bids/quotes, the user department shall submit a recommendation of award to the Community Manager prior to final award. On all procurements, to determine the lowest responsive and qualified quoter/bidder, the following will be considered:

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract
6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required
8. The ability of the quoter/bidder to provide future maintenance and service
9. The number and scope of conditions attached to the quote/bid

Waiver of Irregularities

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed quote/bids.

Evaluation Committee

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.⁴⁰

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.⁴¹

The Committee should consist of an odd number of people to avoid a tie when selecting the awarded vendor. Selection committee meetings are subject to Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

The user department, in conjunction with the Community Manager shall select evaluation criteria (to include price whenever possible). Such criteria must be stated in the RFP. The user department may also assign a weight to each criterion by its relative importance, with the total weights equal to 100. If used, these weights will be assigned prior to issuance of the solicitation but may or may not be published in the solicitation. If unpublished, the weights will be revealed at the opening of the RFP unless otherwise directed within the RFP. If weights are not assigned, the RFP shall set for the relative importance of the factors in addition to price that will be considered in award. The intent of which is to provide a complete understanding on the part of all competitors of the basis upon which award will be made.

The user department/Community Manager shall issue and receive the RFP proposals. Committee members shall review the received proposals and independently score each proposal for each criterion. Price will be objectively scored, as shown, when applicable.

The lowest priced proposal receives the maximum weighted score for the price criteria. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. All weighted scores are then multiplied by the maximum score available (i.e. 45%) to determine the total percentage awarded.

<u>VENDOR PRICE</u>	<u>% AWARDED</u>	<u>X</u>	<u>WEIGHT</u>	<u></u>	<u>WEIGHTED SCORE</u>
A \$20,000	(100 %)	X	45%	=	45
B \$25,000	(80%)	X	45%	=	36
C \$28,000	(71%)	X	45%	=	31

*Vendor B's percentage is $\$20,000/\$25,000 = 80\%$

** Vendor C's percentage is $\$20,000/\$28,000 = 71\%$

NOTE: Weighted Score shall be rounded to nearest whole number price evaluation and calculation may be revised to conform to the needs for each individual RFP selection committee. Each committee member shall then rank each vendor's score. A scoring sheet (Exhibit A) shall be completed by each voting committee member. The rankings are then added for each vendor and the vendor with the lowest sum of collective rankings is recommended for award. A ranking sheet (Exhibit B) compiling the ranking of each proposal shall be completed by the Community Manager and posted with the scoring sheets.

If oral presentations are requested and the vendors short-listed, the original rankings are eliminated and the process begins again. At a minimum, three (3) vendors should be short-listed. A summary of total scores and rankings will be prepared for the vendors after all members of the evaluation committee have reviewed and evaluated the written and, if required, oral presentations. A copy of all evaluation forms and notes completed by each evaluator must be maintained by the Community Manager for review and audit records. The Community Manager will prepare an agenda item for Board approval of the recommended award.

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.⁴²

Vendor Complaints & Disputes (Protests)

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

1. *Posting of Bid/RFP Award Notices*

No later than three (3) business days after a bid opening the Community or his/her designee shall post the intended award recommendation. If after posting the tabulation, the highest ranked vendor is found non-responsive to the specifications, the next highest vendor shall be

the intended award recommendation. The time for filing a protest will begin on the date of the notice of posting of intended award.

2. *Posting of Formal Sealed Proposals*

No later than three (3) business days after the selection committee recommendations are finalized the Community Manager or his/her designee shall post the selection committee's rankings and recommended award for proposals.

3. *Proceedings for Protest of Award*

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation. The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing. The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

4. *Stay of Procurement During Protests*

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the District shall not proceed further with solicitation or with the award until a protest is resolved.

PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

3.0 GENERAL

Definitions:

As used in these rules, the following terms shall have the following meanings:

"Amenity" shall mean something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community.

"Associate Golf Membership" shall mean a golf membership that is available to non-residents of Barefoot Bay.

"Board" shall mean the Board of Trustee(s) of the Barefoot Bay Recreation District.

"BFBHOA" shall mean the Barefoot Bay Home Owners' Association.

"Cause" shall mean a violation of the rules or a violation of State, Local, or Federal law.

"Club or Social Club" shall mean a Club or Organization consisting of a majority of members who are residents of the Barefoot Bay Recreation District. Certified organizations intended to benefit Veterans or their families are not considered to be "clubs or social clubs."

"Delinquent" shall mean any fee or charge which is not paid by the defined date.



REQUEST FOR PROPOSAL #2021-02 Building A Retaining Wall Repair Project

Barefoot Bay Recreation District
Office of the District Clerk
625 Barefoot Blvd.
Barefoot Bay, FL 32976

ISSUE DATE: 08/31/2021

CONTACT: Stephanie Brown, District Clerk
PHONE NUMBER: 772.664.3141
FAX: 772.664.1928
E-MAIL: sbrown@bbrd.org

**PROPOSALS TO BE RECEIVED NO LATER THAN
4:30 PM ON FRIDAY, 10/01/2021**

**PROPOSALS WILL BE OPENED AT 1:00PM ON
MONDAY, 10/04/2021**

TABLE OF CONTENTS

Section I	
Introduction	2
Standard Terms & Conditions and Insurance Requirements.....	2
Specific Contractual Language the Proposer will be bound by if awarded contract for services.....	3
Section II	
Scope of Work	5
Section III	
RFP Timeline	6
Selection Process	6
Evaluation Process	7
Waiver of Irregularities	7
Proposer Complaints and Disputes.....	8
Criteria.....	8
Section IV	
Required Proposal Content	9
Exhibit A: Sample A1A Schedule of Values Form.....	10
Exhibit B: 2019 Structural Property Condition Assessment.....	11

SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2020-02, Building A Retaining Wall Repairs Project.”**

PROPOSALS DUE DATE & TIME: Friday, October 01, 2021 at 4:30pm. Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30pm. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposals opening will be conducted by the Evaluation Committee in public at 1pm on, Monday, October 04, 2021. The location of the opening will be the Administration Building Conference Room, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, **“RFP No. 2021-02, Building A Retaining Wall Repairs Project.”** Proposer’s name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation.

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of Proposals in response to this Request for Proposals constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of BBRD. It is the Proposer’s responsibility to ensure that submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

Questions about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Stephanie Brown, District Clerk. Questions may also be e-mailed to sbrown@bbrd.org. Questions received after September 24, 2021 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on www.bbrd.org.

STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS

Proposers are responsible for reviewing BBRD’s terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) *Policy Manual* and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance.** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity.** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.*
- **Control of Work.** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.*
- **Warranty.** *Contractor provides the following warranties:*
 - *Materials:*
 - *TBD*
 - *Workmanship of installation:*
 - *TBD*
- **Waiver.** *No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.*
- **Amendments.** *This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.*
- **Indemnification:** *Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or*

anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.

- *BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.*
- **Public Records.** *All documents, maps, drawings, data and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD 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 allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.*
- **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 772.664.3141, SBROWN@BBRD.ORG, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976

- **Governing Law, Venue, and Attorney's Fees.** *This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of such action.*
- **Assignment and Binding Effect.** *The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.*
- **Severability.** *This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.*
- **Consents and Authorizations.** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.*

SECTION II

SCOPE OF WORK

A summary of desired work is provided below.

The successful proposer will be responsible to obtain all required engineering and applicable permits for the project as recommended in Exhibit B: 2019 Structural Property Condition Assessment. A generalized summary of the project includes the following:

- Grouting and reinforcement of existing concrete
- Re-anchoring existing guard rails
- Rehabilitation and/or replacement of existing tie backs
- Seal and waterproof all joints
- Fill and compact voids in the subgrade surface

A performance bond is not required to be included in the proposal.

SECTION III

REQUEST FOR PROPOSALS TIMELINE

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	August 30, 2021
2	Publication Date	August 31, 2021
3	Advertisement	August 31, 2021 through October 1, 2021
4	Required Pre-Submittal Site Inspection	September 15, 2021 10am-Noon or by appointment (mattgoetz@bbrd.org)
5	Deadline for Written Questions	September 24, 2021
6	Responses/Addendum Issued	Sept. 6, 2021 through Sept. 27, 2021
7	Submission Deadline (RFQ close date)	October 1, 2021 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	October 4, 2021 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	October 11, 2021 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	October 26, 2021 (7:00pm, Bld. D/E)

SELECTION PROCESS

An Evaluation Committee, identified by the Community Manager prior to issuance of the RFP, shall review all responses to the RFP. The Board of Trustees shall be advised of the membership of the committee at the time of the issuance of the RFP.

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Evaluation Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

Oral Interviews (If Requested)

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used:

- BBRD's Office of the District Clerk will advertise the meeting place, date and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation committee and will be provided to Proposers with the notifications.
- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal

presentations, questions and answers and discussion by Evaluation Committee.

Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD.

Board of Trustees Award of Final Contract

Staff anticipates on October 26, 2021 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

EVALUATION PROCESS

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the Evaluation Committee.

Submittals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 9-10 = Exceeds expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by the weight of 30% equals 2.4 points).

Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

WAIVER OF IRREGULARITIES:

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed proposals.

PROPOSER COMPLAINTS & DISPUTES (PROTESTS):

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 20 of the *Policy Manual* located at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

CRITERIA

Proposals shall be evaluated based on the following information. Proposers are encouraged to use the last page of this RFP as part of their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

Experience and References: (30% X ____ ranking = maximum ____ points)

- a) Number of years company has worked in Brevard County
- b) A listing of sub-contractors (name, address and contact number) who will work on the project
- c) A listing of comparable client references that are applicable to the scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description, size of the project, and contract amount)
- d) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided, and the contract amount

Start Date and Number of Days of Project (20% X ____ ranking = maximum ____ points)

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and the shortest number of days of work.

Cost Proposal: (50% X ____ ranking = maximum ____ points)

Cost proposal shall be segregated per the 3 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit A for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed A1A schedule of values cost proposal may be disqualified.

Warranty information shall be included under the “comments” sections where appropriate.

SECTION IV**REQUEST FOR PROPOSAL #2021-02
Building A Retaining Wall Repairs Project****Contact Information**

Company Name: _____

Address: _____

Point of Contact (name): _____

Telephone Number: _____

E-mail Address: _____

Person authorized to submit proposal (name and title): _____

Signature of person listed immediately above: _____

Date: _____

Experience and References

Number of years company has worked in Brevard County: _____

Sub-contractors to be used on project (name, address, telephone number):

_____References (name of project, company name, address, telephone number):

_____Prior work for Barefoot Bay Recreation District:

_____**Anticipated start date and number of days of the project**

Permit application date: _____

Date of commencement of work: _____

Number of workdays (excluding weekends): _____

Exhibit A

Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Wiindows	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		0.00	0.00	0.00		\$ -	#DIV/0!	\$ -	

STRUCTURAL PROPERTY CONDITION ASSESSMENT REPORT

**BAREFOOT BAY RECREATION DISTRICT
BUILDING A SEA WALL / SITE RETAINING WALLS**

JUNE 3, 2019

**PREPARED BY:
STEWART SCOTT, EI
COLIN G. DOYLE, PE**

TLC ENGINEERING SOLUTIONS, INC

**874 Dixon Blvd
Cocoa, Florida 32922
(321) 636-0274
COA #15**

TLC PROJECT NO: 518157



TABLE OF CONTENTS

Executive Summary	3
Survey Overview.....	3
Facility Overview	4
Field Observations	4
TEST PIT 1A/1B.....	4
TEST PIT 2.....	4
TEST PIT 3.....	5
TEST PIT 4.....	5
ADDITIONAL OBSERVATIONS	5
Recommendations	5
Qualifications	6

APPENDIX A – SITE PHOTOS

APPENDIX B – TEST PIT PLAN

Executive Summary

TLC Engineering Solutions, Inc. (TLC) performed a visual assessment of the sea wall and site retaining wall surrounding the pool and Building A complex in the Barefoot Bay Recreation District in Barefoot Bay, Florida. The Barefoot Bay Recreation District Facilities Department has requested this assessment due to reports of observed concrete spalling and cracks in the concrete site retaining and sea walls, and noticeable settlement of the slab on grade and pavers surrounding the pool area near sea wall. TLC conducted an initial site visit on October 11, 2018, and a second on May 3, 2019 to document the existing conditions.

The original site retaining and sea walls were constructed in 1970 according to the Brevard County Property Appraiser. Subsequent property improvements, including running of additional underground electrical conduit, have been made since the original construction. Construction drawings for either the original construction or subsequent improvements were not available. The original site retaining wall on the west side of the pool deck consists of unreinforced 8" masonry wall supported on continuous shallow foundation. The masonry wall retains approximately 1'-2" of soil. The sea wall, located on the south and east sides of the pool and continuing around the south side of Building A, consists of segmented concrete panels with a continuous concrete cap at the top. Steel tie backs restrain the lateral movement at the top of the concrete sea wall panels. It is unknown where the rods terminate behind the sea wall. Aluminum guardrail posts are core drilled into the top of the concrete cap. The slab behind the sea wall and site retaining wall consists of conventional pavers and concrete slab supported on compacted grade.

The existing masonry retaining was observed to be ungrouted and unreinforced. The aluminum guardrail posts on top of the masonry retaining wall were core drilled into the slab on grade with insufficient edge distance or reinforcing to prevent spalling at the edge of the slab. The concrete sea wall panels were observed to be free of cracks and concrete spalling. TLC did not observe large deformation or rotation of any of the sea wall panels. The joints between panels was observed to have deteriorated, and in some locations allowed water and soil to pass freely from one side to the other. Upon removal of the slab on grade and pavers, large voids were observed in the soil behind the retaining and sea walls. Steel tie backs at the top of the sea wall panels were observed to be corroded to various degrees. In one location the tie back had been severed.

Although the aluminum guardrail itself was observed to be in good condition, the concrete spall at the base of the post poses a safety issue for the rail anchorage. The concrete spall should be repaired and the post properly anchored to the wall below. Joints between concrete sea wall panels should be repaired with a polyurethane injection resin to reseal the joints and prevent water from penetrating the sea wall joints and eroding soil supporting the pool deck. Steel tie backs should be wirebrush cleaned and coated with a corrosion inhibiting coating to extend the life of the steel. Any steel ties observed to have more than 10% section loss should be replaced. The drainage system should be inspected and tested by a civil engineer to ensure proper operation to avoid buildup of hydrostatic pressures behind the sea and retaining walls. Voids behind the sea wall should be filled with well graded, well compacted fill to provide adequate support for the pavers and slab on grade.

Survey Overview

The purpose of this site assessment was to visually assess the condition of the existing site retaining and sea walls adjacent to Building A and the pool in Barefoot Bay, Florida. Stewart Scott, EI of TLC visited the site on October 11, 2018 and May 3, 2019 to observe and document the existing site retaining wall conditions. Site observations were limited to those structural systems that could be visually inspected and accessed from ground level. Five test pits were excavated behind the site retaining wall and sea wall to observe the condition of the existing structures below grade and the site drainage system. Approximate locations of test pits are provided in Appendix B. There was no additional removal of finishes, destructive testing, or excavations beyond those noted in this report. Landscape architectural, mechanical, electrical, plumbing, site drainage, civil, and other site related systems or features were not part of this investigation.

Facility Overview

Barefoot Bay Recreational District pool facility is located at 626 Barefoot Blvd. in Barefoot Bay, FL. Existing construction drawings for the pool, patio, retaining wall, and sea wall were not available. TLC's understanding of the facility construction is limited to the items that could be visually inspected and confirmed during the site investigations.

The original site retaining wall on the west side of the pool deck consists of unreinforced 8" masonry wall supported on continuous shallow foundation. The masonry wall retains approximately 1'-2" of soil. The sea wall, located on the south and east sides of the pool and continuing around the south side of Building A, consists of segmented concrete panels with a continuous concrete cap at the top. Steel tie backs restrain the lateral movement at the top of the concrete sea wall panels. It is unknown where the rods terminate behind the sea wall. Aluminum guardrail posts are core drilled into the top of the concrete cap. The slab behind the sea wall and site retaining wall consists of conventional pavers and concrete slab supported on compacted grade. Based on TLC's field observations, the existing site retaining wall is constructed out of pre-cast concrete panels with a continuous cast-in-place concrete cap at top of retaining wall. Tie backs were installed near top of pre-cast concrete panels and underground drainage systems were observed along site retaining wall with weep holes through pre-cast panels. Existing aluminum fence is along entire perimeter of retaining wall cap with aluminum columns installed into cored portions of concrete cap.

Field Observations

Stewart Scott, EI with TLC conducted site visits on October 11, 2018 and May 3, 2019 to visually observe the condition of the site and sea walls, and subgrade conditions supporting adjacent slabs on grade at Barefoot Bay Recreation District pool adjacent to Building A. The October 11, 2018 site visit was conducted to identify general conditions and assess where test pits would be required to observe subsurface conditions. Five test pit locations were proposed as shown in Appendix B. Test pits were excavated by the Barefoot Bay Recreation District and prepared for inspection on May 3, 2019. The limitations to the visual inspection of the existing structural system are as defined in the Summary Overview and Qualifications sections of this report. The following observations were noted during the site visits in relation to the five (5) test pit locations:

TEST PIT 1A/1B

Test pit 1A was located on South side of the masonry retaining wall west of the pool. Test pit 1B was located on the retained side of the retaining wall at the same location. The retaining wall supports an approximately 1'-2" change in grade. Photos of the pre-excavated and excavated conditions for Test Pit 1A and 1B can be seen in Photos S1- S3 and S4-S6, respectively.

The concrete slab at the base of the aluminum guardrail post had spalled, resulting in the guardrail post being unsupported at the slab edge. Reinforcing of the slab edge was not observed in the spalled concrete. The retaining wall was observed to be constructed of hollow (ungrouted) masonry units. Pavers on both the north and south side of the retaining wall were observed to be settling. After opening up test pit 1A and 1B, it was determined that the paver settlement could be contributed to voids having formed in the poorly compacted subgrade.

TEST PIT 2

Test pit 2 was located on Southeast side of pool deck on the retained side of the existing concrete sea wall as seen in Appendix B. During the October 11th site visit, the pavers along the wall were observed to have settled, as seen in Photo S7. The depressed area of pavers created a low spot that allows water to pool and resulted in a growth forming between pavers (refer to Photo S8).

Subsurface observations conducted within the test pit indicated that soils on the retained side of the sea wall had been eroded over time through the failed joint between concrete panels. The eroded soils lead to the paver settlement (refer to Photo S9 for joint failure). The extent of soil erosion through the exposed

joint could not be determined; however, voids underneath the concrete cap were observed to extend more than 4'-0" in both the North and West directions. The underdrain system behind the sea wall appeared to have been damaged and is no longer functional (refer to Photo S11).

TEST PIT 3

Test pit 3 was located on the retained side of the sea wall at the southeast corner of Building A as shown in Appendix B. The location of the test pit was due to slab settlement and cracking observed during the initial October 11th site visit, as seen in Photo S12. After excavating the test pit, it was observed that the steel tieback at the top of the concrete sea wall had been severed (refer to Photo S13). There was no discernable rotation or displacement at the top of the existing panel. Representatives of the Barefoot Bay Recreation District noted that underground electrical conduit had been installed in the area, and that the soils may not have been adequately compacted before replacing the slab on grade (refer to Photo S14).

TEST PIT 4

Test pit 4 was located on the retained side of the easternmost sea wall as shown in Appendix B. Initial observations conducted during the October 11th site visit noted enlarged joint between the sea wall cap and slab on grade, as seen in Photo S15. Weep holes had been drilled through existing concrete cap (refer to Photo 16). Observations of the test pit noted that the existing tie backs in the vicinity were not damaged, and that the wall had an existing undrain system installed. TLC was unable to determine if the existing underdrain system was functional.

ADDITIONAL OBSERVATIONS

During the initial October 11th site visit, TLC noted cuts in the concrete cap on top of the sea wall. Exposed reinforcing could be seen running through the joint (refer to Photo S17). This reinforcing steel is exposed to the elements, and was observed to have corrosion. The level of corrosion could not be determined due to the location of the reinforcement and size of the gap.

Recommendations

The following recommendations for repair, remediation, and/or additional field investigation are based on the observations made during TLC's site visits of October 11, 2018 and May 3, 2019:

Masonry Site Retaining Wall: Masonry in contact with grade should be fully grouted. Masonry cells should be reinforced; reinforcing may be drilled and epoxied into the existing foundation. Concrete spalls at the slab on grade and concrete cap should be chipped back to sound concrete. New reinforcing to support the spall repair should be drilled and epoxied into the sound concrete or fully grouted masonry. All existing concrete surfaces should be coated with an epoxy based corrosion inhibitive bonding agent (Sika Armatec EPO CEM, or equal) prior to patching the repair with a cementitious repair product (SikaRepair 224, or similar).

Aluminum Guardrail: Existing aluminum guardrail posts should be re-anchored to sound concrete with post installed anchors or setting them in cast-in-place sleeves set in the masonry wall below where slab edge distance requirements preclude the use of epoxy anchors.

Sea Wall Tie Backs: Where existing steel tie backs are exposed, tie backs should be wire brushed cleaned and coated with an epoxy based corrosion inhibitive sealant (Sika Armatec, or similar), to help extend the life of the reinforcing. Where existing tie backs have lost more than 10% of their original section, the corroded section of bar should be removed and replaced with new tie backs. New sections of tie-back should be coupled to the existing reinforcing bar using mechanical splice couplers rated to develop 125% of the tensile strength of the tie-back.

Concrete Joints: All joints in the existing concrete sea wall, sea wall cap, and between the sea wall and the adjacent slab on grade should be sealed with a UV resistant, waterproof polyurethane based joint sealant. At gaps in the concrete sea wall, cap, and between the concrete slab on grade and sea wall where existing reinforcing is exposed, corroded reinforcing bars shall be wire brush cleaned and coated in a corrosion inhibitive epoxy based sealant (Sika Armatec, or similar) to extend the life of the reinforcing.

Voids/Settlement: Voids in the subgrade due to erosion of the soils through the sea wall joints should be filled with well compacted well graded fill. In areas where the slab on grade or pavers have settled, the slab on grade/paver system should be removed and the subgrade recompacted and filled with well graded fill material to eliminate tripping hazards around the pool deck.

Qualifications


TLC Engineering Solutions, Inc. prepared the report for the exclusive use of the Barefoot Bay Recreation District for the evaluation of the noted structural elements and conditions as identified herein. The observations described in this report are valid on the dates of the investigation and were made under the conditions noted in the report. TLC Engineering Solutions, Inc. does not intend for any other individual or party to rely upon the report without TLC's expressed written consent. If another individual or party utilizes references or relies on the report, TLC Engineering Solutions, Inc. shall not be held liable for any damages, losses, or expenses that may occur as a result of its unsanctioned use.

This report is limited to the specific visual observations and studies TLC performed as part of our scope of services. Evaluation did not include removal of surface materials, furnishings or equipment, undertake any excavations, or perform any destructive or invasive testing other than as noted in this report. Accordingly, TLC cannot comment on the condition of systems and components that could not be visually observed, or were not part of this investigation. In addition, TLC is not responsible for conditions that were not within the scope of services at the time of investigation. TLC did not assess the overall stability of the facility, perform any engineering analysis other than noted herein as part of this evaluation, nor did TLC conduct a comprehensive code review.

If you have any questions, comments, or concerns regarding the findings summarized in this report, please feel free to contact our office. Thank you for choosing TLC Engineering Solutions. We look forward to continuing to serve your engineering needs.

Sincerely,

TLC Engineering for Architecture



Stewart Scott, EI
 Structural Engineer I



Colin G. Doyle, PE (FL# 77861)
 Associate / Structural Project Engineer

APPENDIX A

SITE PHOTOS



Photo S1 – Test Pit 1A (pre-excavation)



Photo S2 – Test Pit 1A (pre-excavation)



Photo S3 – Test Pit 1A (post-excitation)



Photo S4 – Test Pit 1B (pre-excitation)



Photo S5 – Test Pit 1B Location (post-excavation)



Photo S6 – Test Pit 1B (post-excavation)



Photo S7 – Test Pit 2 (pre-excavation)



Photo S8 – Test Pit 2 (pre-excavation)



Photo S9 – Test Pit 2 (post-excavation): Deteriorated Existing Sea Wall Joint

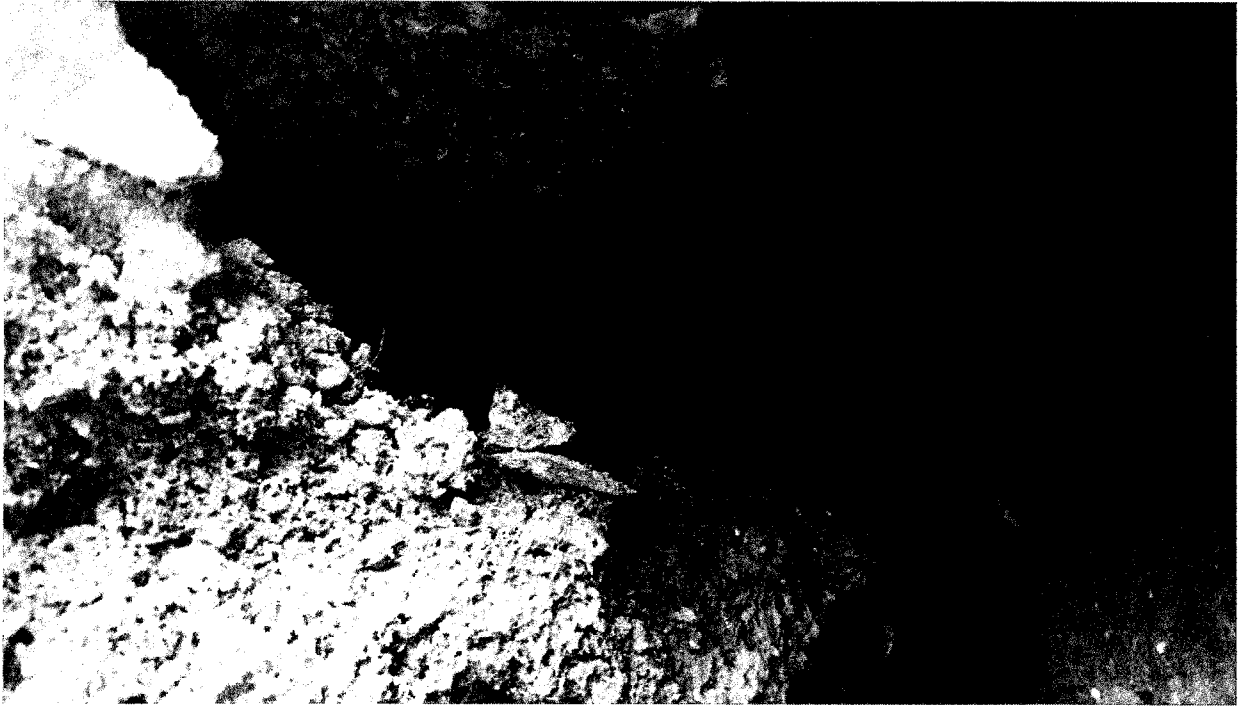


Photo S10 – Test Pit 2 (post-excavation): Erosion Under Existing Slab on Grade



Photo S11 – Test Pit 2 (post-excavation): Damaged Existing Underground Drainage



Photo S12 – Test Pit 3 (pre-excavation)



Photo S13 – Test Pit 3 (post-excavation): Existing Cut Tie-Back



Photo S14 – Test Pit 3 (pre-excitation)



Photo S15 – Test Pit 4 (pre-excitation)



Photo S16 – Test Pit 4 (pre-excavation)



Photo S17 – Existing Joint in Wall Cap

APPENDIX B

TEST PIT PLAN



JOB ^{Exhibit B} BAREFOOT BAY SITE RETAINING WALL
JOB NO. 518157 SHEET NO. 1 OF 1
CALCULATED BY SES DATE 10-29-18 CHECKED BY DATE
TLC ADDRESS

TEST PIT LOCATIONS

- TP-1A) TEST PIT AT RETAINING WALL TO EXPOSE EXISTING WALL CONSTRUCTION. TEST PIT SHOULD BE OF A DEPTH TO EXPOSE FOUNDATION OF RETAINING WALL. WIDTH EXPOSED SHALL BE A MINIMUM OF 2'-0" SQUARE.
- TP-1B) TEST PIT AT RETAINING WALL TO EXPOSE EXISTING WALL CONSTRUCTION. TEST PIT SHOULD BE OF A DEPTH TO EXPOSE FOUNDATION OF RETAINING WALL. WIDTH EXPOSED SHALL BE A MINIMUM OF 2'-0" SQUARE.
- TP-2) TEST PIT IN POOL AREA ALONG SEA WALL TO EXPOSE WALL UNDERDRAIN SYSTEM. TEST PIT TO BE 6'-0" LONG X 2'-0" WIDE (MIN), STARTING AT SE CORNER OF SEA WALL & AT A DEPTH TO EXPOSE UNDERDRAIN SYSTEM (APRX. AT WEEP HOLE DEPTH)
- TP-3) "OPTIONAL TEST PIT" - TEST PIT AT CRACKED CONCRETE SLAB AT CORNER OF SEA WALL TO EXPOSE SUB SURFACE CONDITIONS AND WALL UNDERDRAIN SYSTEM. TEST PIT SHALL MEASURE 2'-0" X 2'-0" MINIMUM AND EXTEND TO A DEPTH TO OBSERVE EXISTING UNDERDRAIN SYSTEM.
- TP-4) CENTER TEST PIT AT DRILLED WEEP HOLE IN SEA WALL PER PICTURE ON ATTACHED TEST PIT LOCATION MAP. TEST PIT TO BE 2'-0" X 2'-0" MINIMUM AND EXTEND TO A DEPTH TO EXPOSE EXISTING UNDERDRAIN SYSTEM.



Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 24, 2021

Title: **Selection of RFP Evaluation Committee Member for Golf Course Lake Bank Restoration Projects**

Section & Item: 9.G

Department: R&M/Capital Projects

Fiscal Impact: \$175,000 (FY22 Budget)

Contact: Ernie Cruz, Golf Manager, John Coffey, Community Manager

Attachments: Excerpt from Policy Manual, RFP Golf Course Lake Bank Restoration 24Aug21

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of one Trustee to serve as a voting member on the Request for Proposal (RFP) Evaluation Committee for the Golf Course Lake Bank Restoration project.

Background and Summary Information

The FY22 Approved Budget contains the following two projects:

\$100,000 Golf Course lake bank (#6, #2, & #3) repairs
\$ 75,000 Golf Course lake bank (#5, #9, & #13) repairs

To benefit from economies of scale and to minimize disruption to players, staff recommends combining the two projects into a single RFP. Additionally, in case the budget exceeds actual costs, staff has included an option for vendors to bid. BBRD is not obligated to award contract for the optional additional work.

The Policy Manual requires a request for proposal (RFP) process be used for any project anticipated to cost over \$75,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is listed on the following page.

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	August 23, 2021
2	Publication Date	August 25, 2021
3	Advertisement	August 25, 2021 through Sept. 24, 2021
4	Required Pre-Submittal Site Inspection	September 15, 2021 10am-Noon or by appointment (ecruz@bbird.org)
5	Deadline for Written Questions	September 15, 2021
6	Responses/Addendum Issued	Sept. 1, 2021 through Sept. 20, 2021
7	Submission Deadline (RFQ close date)	September 24, 2021 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	September 27, 2021 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	October 04, 2021 (2:00pm Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	October 26, 2021 (7:00pm, Bld. D/E)

Weighted criteria to be used by the evaluation committee to select a recommended vendor shall be as follows:

- Experience and References: 30%
- Start Date and Number of Days of Project: 20%
- Cost Proposal: 50%

Hence, the BOT needs to select one Trustee to serve as a voting member. Afterwards, the Community Manager will announce the 5 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP. Said RFP is attached and will be posted to BBRD.org and Demandstar.com.

If the BOT wishes to alter the planned implementation of this project or make changes to the scope of work, the release of the RFP will be postponed until it can be revised according to the wishes of the BOT.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

Unacceptable Purchasing Practices

The following practices are prohibited:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a purchase as a sole source when other sources, or substitute products or services are available.
4. Miscoding purchases to accounts in order to avoid having to process a budget transfer.

2.14 FORMAL SEALED BIDS (FOR PURCHASES OF ~~\$50,000~~75,000.00 OR MORE)³⁹

Competitive Procurements Process For Formal Bids

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of ~~\$50,000~~75,000.00 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of ~~\$50,000~~75,000.00 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S.

Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

Specific Procedures for Formal Sealed Bids/Quotes

Bids/Quotes shall be opened in public at the date, time and place stated in the public notices. No bids shall be accepted after the time and date or at any location other than that designated for bid opening. Bids received late will be returned unopened. All quotes/bids received and accepted will be made available for public inspection ten (10) days after opening or upon recommendation of award, whichever occurs first as per Sec. 119.07 (3) (m), F.S.

A tabulation of all formal sealed bids/quotes received with the recommended award(s) will be available for public inspection in the main offices of the District during regular business hours no

later than (3) business days after a public opening. Vendors filing protest of award must do so as per the section titled, "Vendor Complaints and Disputes."

Award of Bids

For formal sealed bids/quotes, the user department shall submit a recommendation of award to the Community Manager prior to final award. On all procurements, to determine the lowest responsive and qualified quoter/bidder, the following will be considered:

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract
6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required
8. The ability of the quoter/bidder to provide future maintenance and service
9. The number and scope of conditions attached to the quote/bid

Waiver of Irregularities

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed quote/bids.

Evaluation Committee

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.⁴⁰

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.⁴¹

The Committee should consist of an odd number of people to avoid a tie when selecting the awarded vendor. Selection committee meetings are subject to Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

The user department, in conjunction with the Community Manager shall select evaluation criteria (to include price whenever possible). Such criteria must be stated in the RFP. The user department may also assign a weight to each criterion by its relative importance, with the total weights equal to 100. If used, these weights will be assigned prior to issuance of the solicitation but may or may not be published in the solicitation. If unpublished, the weights will be revealed at the opening of the RFP unless otherwise directed within the RFP. If weights are not assigned, the RFP shall set for the relative importance of the factors in addition to price that will be considered in award. The intent of which is to provide a complete understanding on the part of all competitors of the basis upon which award will be made.

The user department/Community Manager shall issue and receive the RFP proposals. Committee members shall review the received proposals and independently score each proposal for each criterion. Price will be objectively scored, as shown, when applicable.

The lowest priced proposal receives the maximum weighted score for the price criteria. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. All weighted scores are then multiplied by the maximum score available (i.e. 45%) to determine the total percentage awarded.

<u>VENDOR PRICE</u>	<u>% AWARDED</u>	<u>X</u>	<u>WEIGHT</u>		<u>WEIGHTED SCORE</u>
A \$20,000	(100 %)	X	45%	=	45
B \$25,000	(80%)	X	45%	=	36
C \$28,000	(71%)	X	45%	=	31

*Vendor B's percentage is $\$20,000/\$25,000 = 80\%$

** Vendor C's percentage is $\$20,000/\$28,000 = 71\%$

NOTE: Weighted Score shall be rounded to nearest whole number price evaluation and calculation may be revised to conform to the needs for each individual RFP selection committee. Each committee member shall then rank each vendor's score. A scoring sheet (Exhibit A) shall be completed by each voting committee member. The rankings are then added for each vendor and the vendor with the lowest sum of collective rankings is recommended for award. A ranking sheet (Exhibit B) compiling the ranking of each proposal shall be completed by the Community Manager and posted with the scoring sheets.

If oral presentations are requested and the vendors short-listed, the original rankings are eliminated and the process begins again. At a minimum, three (3) vendors should be short-listed. A summary of total scores and rankings will be prepared for the vendors after all members of the evaluation committee have reviewed and evaluated the written and, if required, oral presentations. A copy of all evaluation forms and notes completed by each evaluator must be maintained by the Community Manager for review and audit records. The Community Manager will prepare an agenda item for Board approval of the recommended award.

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.⁴²

Vendor Complaints & Disputes (Protests)

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

1. *Posting of Bid/RFP Award Notices*

No later than three (3) business days after a bid opening the Community or his/her designee shall post the intended award recommendation. If after posting the tabulation, the highest ranked vendor is found non-responsive to the specifications, the next highest vendor shall be

the intended award recommendation. The time for filing a protest will begin on the date of the notice of posting of intended award.

2. *Posting of Formal Sealed Proposals*

No later than three (3) business days after the selection committee recommendations are finalized the Community Manager or his/her designee shall post the selection committee's rankings and recommended award for proposals.

3. *Proceedings for Protest of Award*

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation. The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing. The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

4. *Stay of Procurement During Protests*

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the District shall not proceed further with solicitation or with the award until a protest is resolved.

PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

3.0 GENERAL

Definitions:

As used in these rules, the following terms shall have the following meanings:

"Amenity" shall mean something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community.

"Associate Golf Membership" shall mean a golf membership that is available to non-residents of Barefoot Bay.

"Board" shall mean the Board of Trustee(s) of the Barefoot Bay Recreation District.

"BFBHOA" shall mean the Barefoot Bay Home Owners' Association.

"Cause" shall mean a violation of the rules or a violation of State, Local, or Federal law.

"Club or Social Club" shall mean a Club or Organization consisting of a majority of members who are residents of the Barefoot Bay Recreation District. Certified organizations intended to benefit Veterans or their families are not considered to be "clubs or social clubs."

"Delinquent" shall mean any fee or charge which is not paid by the defined date.



REQUEST FOR PROPOSAL #2021-03

Golf Course Lake Bank Restoration Project

Barefoot Bay Recreation District
Office of the District Clerk
625 Barefoot Blvd.
Barefoot Bay, FL 32976

ISSUE DATE: 08/25/2021

CONTACT: Stephanie Brown, District Clerk
PHONE NUMBER: 772.664.3141
FAX: 772.664.1928
E-MAIL: sbrown@bbrd.org

**PROPOSALS TO BE RECEIVED NO LATER THAN
4:30 PM ON FRIDAY, 09/24/2021**

**PROPOSALS WILL BE OPENED AT 1:00PM ON
MONDAY, 09/27/2021**

TABLE OF CONTENTS

Section I	
Introduction	2
Standard Terms & Conditions and Insurance Requirements.....	2
Specific Contractual Language the Proposer will be bound by if awarded contract for services.....	3
Section II	
Scope of Work	5
Section III	
RFP Timeline	6
Selection Process	7
Evaluation Process	7
Waiver of Irregularities	8
Proposer Complaints and Disputes.....	8
Criteria.....	8
Section IV	
Required Proposal Content	10
Exhibit A: Sample A1A Schedule of Values Form.....	11
Exhibit B: Map.....	12

SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2020-03, Golf Course Lake Bank Restoration Project.”**

PROPOSALS DUE DATE & TIME: Friday, September 24, 2021 at 4:30pm. Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30pm. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposals opening will be conducted by the Evaluation Committee in public at 1pm on, Monday, September 27, 2021. The location of the opening will be the Administration Building Conference Room, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, **“RFP No. 2021-03, Golf Course Lake Bank Restoration Project.”** Proposer’s name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation.

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of Proposals in response to this Request for Proposals constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of BBRD. It is the Proposer’s responsibility to ensure that submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

Questions about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Stephanie Brown, District Clerk. Questions may also be e-mailed to sbrown@bbrd.org. Questions received after September 15, 2021 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on www.bbrd.org.

STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS

Proposers are responsible for reviewing BBRD’s terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) *Policy Manual* and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance.** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity.** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.*
- **Control of Work.** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.*
- **Warranty.** *Contractor provides the following warranties:*
 - *Materials:*
 - *TBD*
 - *Workmanship of installation:*
 - *TBD*
- **Waiver.** *No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.*
- **Amendments.** *This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.*
- **Indemnification:** *Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or*

anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.

- BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.
- **Public Records.** All documents, maps, drawings, data and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD 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 allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.
 - **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 772.664.3141, SBROWN@BBRD.ORG, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976

- **Governing Law, Venue, and Attorney's Fees.** *This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of such action.*
- **Assignment and Binding Effect.** *The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.*
- **Severability.** *This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.*
- **Consents and Authorizations.** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.*

SECTION II

SCOPE OF WORK

A summary of desired work is provided below. Electronic copies of construction drawings can be downloaded at <https://www.bbrd.org/bids>.

The successful proposer will be responsible to obtain all applicable permits for the project. A performance bond is not required to be included in the proposal.

BBRD's Golf Course has six lakes and two retention areas that require erosion control for stability and safety. These areas are anywhere from one foot high to as much as 14 feet high by certain greens. Over the past years, multiple restoration efforts have been accomplished. The last restoration (early 2020), the vendor utilized one layer of permanent geo-tube constructed at "404 woven" monofilament polypropylene, with a layer of polyethylene for added UV protection. The entire project received a second -fully filled – "sacrificial" geo-tube layer that will provide fill material to create a 4:1 slope above the permanent geo-tube and created a small beach or shallow area (depending on depth). This geo-tubing stabilization system restored portions of the lake banks to their original design, growth, and health as originally created.

Proposals shall conform to the St. John's River Water Management District specifications for "non-bulkhead/lake maintenance" geo-tube repair. Any existing drainpipes shall be extended under the geo-tube to continue intended use.

Proposals shall explicitly state conformance to previous project composition and methodology or state rationale for alternate method of restoration.

BBRD requests respondents to submit a proposal with a primary bid for the following areas:
(Blue lines indicated on Exhibit A)

<u>Location</u>	<u>Linear Feet</u>
GC Lake Bank (#6, #2, & #3)	2,133 LF
GC Lake Bank (#5, #9, & #13)	2,703 LF
Total	4,836 LF

Additionally, respondents may submit an Option #1 for the following areas:
(Yellow lines indicated on Exhibit A)

<u>Location</u>	<u>Linear Feet</u>
GC Lake Bank (#1 left side)	248 LF
GC Lake Bank (#1 right side)	312 LF
GC Lake Bank (#11 left side)	750 LF
Total	1,310 LF

SECTION III

REQUEST FOR PROPOSALS TIMELINE

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	August 23, 2021
2	Publication Date	August 25, 2021
3	Advertisement	August 25, 2021 through Sept. 24, 2021
4	Required Pre-Submittal Site Inspection	September 15, 2021 10am-Noon or by appointment (ecruz@bbrd.org)
5	Deadline for Written Questions	September 15, 2021
6	Responses/Addendum Issued	Sept. 1, 2021 through Sept. 20, 2021
7	Submission Deadline (RFQ close date)	September 24, 2021 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	September 27, 2021 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	October 04, 2021 (2:00pm Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	October 26, 2021 (7:00pm, Bld. D/E)

SELECTION PROCESS

An Evaluation Committee, identified by the Community Manager prior to issuance of the RFP, shall review all responses to the RFP. The Board of Trustees shall be advised of the membership of the committee at the time of the issuance of the RFP.

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Evaluation Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

Oral Interviews (If Requested)

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used:

- BBRD's Office of the District Clerk will advertise the meeting place, date and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation committee and will be provided to Proposers with the notifications.
- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal presentations, questions and answers and discussion by Evaluation Committee.

Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD.

Board of Trustees Award of Final Contract

Staff anticipates on October 26, 2021 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

EVALUATION PROCESS

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the Evaluation Committee.

Submittals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation

of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 9-10 = Exceeds expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by the weight of 30% equals 2.4 points).

Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

WAIVER OF IRREGULARITIES:

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed proposals.

PROPOSER COMPLAINTS & DISPUTES (PROTESTS):

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 20 of the *Policy Manual* located at <http://bbrd.org/resident-relations> (click on "BBRD Policy Manual" and the file will automatically download to your computer).

CRITERIA

Proposals shall be evaluated based on the following information. Proposers are encouraged to use the last page of this RFP as part of their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

Experience and References: (30% X ____ ranking = maximum ____ points)

- a) Number of years company has worked in Brevard County
- b) Number of restoration projects executed using desired product and mythology
- c) A listing of comparable client references that are applicable to scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description and size of project and contract amount)
- d) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided, and contract amount

Start Date and Number of Days of Project (20% X ____ ranking = maximum ____ points)

Due to the seasonal nature of BBRD, as early a construction start date after May 1, 2022 as possible is desired. Preference will be given to proposals with the earliest start dates and the shortest number of days of work. Commencement of work before May 1, 2022, although not desirable, may be entertained if it is part of the best proposal submitted to BBRD.

Cost Proposal: (50% X ____ ranking = maximum ____ points)

Cost proposal shall be segregated per the 3 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit A for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed A1A schedule of values cost proposal may be disqualified.

Warranty information shall be included under the “comments” sections where appropriate.

Option #1 shall be listed separately below the total price and shall reference which number item it is replacing.

SECTION IV**REQUEST FOR PROPOSAL #2021-03
Golf Course Lake Bank Restoration Project****Contact Information**

Company Name: _____

Address: _____

Point of Contact (name): _____

Telephone Number: _____

E-mail address: _____

Person authorized to submit proposal (name and title): _____

Signature of person listed immediately above: _____

Date: _____

Experience and References

Number of years company has worked in Brevard County: _____

Sub-contractors to be used on project (name, address, telephone number):

_____References (name of project, company name, address, telephone number):

_____Prior work for Barefoot Bay Recreation District:

_____**Anticipated start date and number of days of the project**

Permit application date: _____

Date of commencement of work: _____

Number of workdays (excluding weekends): _____

Exhibit A

Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Wiindows	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		0.00	0.00	0.00		\$ -	#DIV/0!	\$ -	



Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 24, 2021
Title: **Discussion of Amending *Rules for the BOT***
Section & Item: 9.H
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Bruce Amoss, 1st Vice Chair, John Coffey, Community Manager
Attachments: Rules for the BOT proposed revision_v2 10Sep21
Reviewed by General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review of Trustee Amoss' proposed amendment and direction to staff.

Background and Summary Information

Trustee Amoss drafted language to be considered for amendment to the *Rules for the BOT* to govern how a replacement Trustee is selected when there is a vacancy. His proposal will negate the need to break a tie with a coin flip.

If the BOT agrees to add the language, staff will place the *Rules for the BOT* amendment agenda item and accompanying resolution on the next BOT meeting agenda. Per the *Rules for the BOT*, any amendment requires the entire document to be posted in a bulletin board seven days prior to adoption.

Staff requests direction from the BOT regarding this matter.

RULES FOR THE BOARD OF TRUSTEES BAREFOOT BAY RECREATION DISTRICT

ARTICLE I NAME AND ADDRESS OF ORGANIZATION

Section 1

The name of the organization is BAREFOOT BAY RECREATION DISTRICT, hereinafter referred to as THE DISTRICT.

Section 2

The mailing address of the District is 625 Barefoot Blvd, Barefoot Bay, Florida 32976-9233.

ARTICLE II PURPOSE OF THE RULES

Section 1

The purpose of these Rules is to implement the applicable Florida Statutes and in particular, Chapter 418.30-309, Laws of Florida, and Brevard County Ordinance 84-05, dated 23rd February, 1984, hereinafter referred to as the "Charter"; which said instruments of law and any amendments thereto are incorporated by reference.

Section 2

A further purpose is to inform the residents and property owners of Barefoot Bay as to the operation and management of the District.

ARTICLE III THE GOVERNING BODY

Section 1

The governing body of the District is the Board of Trustees, hereinafter referred to as the "Board."

Section 2

The composition, qualifications for membership, election, term of office, method of replacement or removal and compensation, shall be as specified in Article V of the Charter, and other applicable state statutes.

Draft Revision

Section 3

A. The term of office of each elected Trustee shall commence on the first Tuesday after the first Monday in January following his or her election. Trustees shall serve for two (2) years, or until their successors have qualified for office. The Board shall organize itself within fourteen (14) days next after the first Tuesday after the first Monday in January following each November election by electing from its number a Chairperson, two (2) Vice-Chairmen, a Secretary and a Treasurer.

B. Elected Trustees shall be sworn into office at a public ceremony at a convenient time, providing such ceremony shall stipulate the actual date of assumption of office as in subparagraph A above.

C. The officers of the Board shall serve for one (1) year, commencing on the organizational meeting held in January, after the general election, as defined in paragraph A above.

D. Members of the Board of Trustees of the District shall serve no more than three (3) successive complete two (2) year terms; however, term-limited Trustees may serve again two (2) years after the Trustee's last successive complete term. This limitation shall not apply to the portion of any unexpired term served by appointment to fill a vacant seat pursuant to Sec. 418.302 (5), Florida Statutes or Section 4, Article V of the Charter.

Section 4

An in-term replacement of a Trustee shall be made by remaining members of the Board as provided for by Section 4, Article V of the Charter and such selected member shall be seated at the next regular meeting.

Each Trustee should research the candidates and be prepared to decide who to appoint into the vacant Trustee position. The candidates do not need to be at the meeting as the Trustees should have interviewed them during due diligence. This is not an election by the residents. The residents elected the existing Trustees to do the job. This appointment process is part of that job.

Process for Selection of Replacement Trustee:

A motion will be made to use this procedure to appoint a nominee into the vacant Trustee position. It then is seconded and voted for approval.

The following process will eliminate ties:

1. It is suggested that no Trustee may abstain from any vote.

Draft Revision

2. Each Trustee may nominate a qualified person. Each nominee shall be assigned a sequential number starting with 1 as they are nominated.

3. If there are 4 nominations:

There will be a vote taken and if there is no nominee with 2 or more votes then the nominating trustees will be given a short time to speak about their nominee. A second vote will be taken and if there is still no nominee with 2 or more votes a random number generator will be used to choose a number between 1 and 4 inclusive. The nominee that was assigned that number will be eliminated. There will be a third vote and the Trustee will be chosen.

4. If there are 3 nominations There will be a vote and the Trustee will be chosen.

5. If there are 2 nominations:

There will be a vote taken and if there is no nominee with 3 or more votes the nominating Trustees will be given a short time to speak about their nominee. A second vote will be taken and if there is still no nominee with 3 or more votes then a random number generator will be used to choose a number between 1 and 2 inclusive. The nominee that was assigned that number will be eliminated and the remaining nominee will be the new Trustee.

ARTICLE IV REGULAR AND SPECIAL MEETINGS

Section 1

The Board shall hold all regular meetings in Barefoot Bay, Florida on the second Friday and the fourth Tuesday of each month at a time and place designated by the Board.

Section 2

Special or emergency meetings may be called and conducted in accordance with Article V, Section 1 of these Rules.

Section 3

A majority of the entire membership of the Board shall constitute a quorum for the transaction of business.

Section 4

The Chairperson, or Vice-Chairperson in his/her absence, shall conduct all meetings according to these Rules and Regulations and such other rules as are, from time to time, adopted by the Board; but not inconsistent with the laws of Florida or the Charter.

Section 5

Workshop meetings may be conducted by the full Board or by a committee of the Board. Meetings will be chaired by a Trustee on a rotating basis. A committee shall be chaired by a Trustee and shall include other members of the public as deemed necessary. The committee may discuss, or prepare written recommendations for future consideration by the full Board. These meetings shall be conducted in accordance with the requirements of the Sunshine Law and shall be properly noticed for public attendance. No business transactions or decisions binding the full Board are permitted.

Section 6

The following guidelines pertain to the public's attendance at a public meeting and are subject to the Chairperson's discretion:

1. No attendee shall be allowed the floor until recognized by the Chairperson.
2. No attendee may be allowed more than three (3) minutes on an Agenda Item or audience participation. Attendees may be allowed more than three minutes per Agenda item or audience participation per the discretion of the Chairman. The attendee must fill out a card informing the Chairperson on the Number of the Agenda Item they wish to speak about prior to the meeting.
3. No attendee shall be required to register his or her attendance. However, those desiring to be heard must state their name and place of residence.
4. No attendee may be allowed to enter into a debate with members of the Board.
5. All questions shall be directed to the Chairperson, answered by the Chairperson or the Chairperson may refer to other members of the Board.
6. Any attendee shall have the right to use a silent tape recorder, and to make an accurate record of what transpires. A reporter may use this means for the benefit of his readers or listeners.
7. Use of cameras will be allowed, so long as such use is not disruptive or the conduct of the meeting.

ARTICLE V

TRANSACTION OF BUSINESS BY THE BOARD

Section 1

“The Board shall utilize the latest edition Robert’s Rules of Order as its official rules of procedure. To the extent that a conflict shall exist between these Rules for the Board of Trustees and Robert’s Rules of Order, these Rules for the Board of Trustees shall control.”

Section 2

All meetings of the Board for transaction of business shall be in harmony with the requirements of Chapter 189.417, F.S., in a building accessible to the public. Any meeting other than a regular meeting or any recessed and reconvened meeting of the Board must be advertised with the day, time, place and purpose of the meeting at least seven (7) days prior to such meeting, except in the case of emergency meetings. Meetings other than regularly scheduled or emergency meetings are deemed to be special meetings and may be called by the entire Board collectively, the Community Manager, and/or the Chairperson as necessary.

A meeting called to deal with bona fide emergency, will be held as necessary upon the call of the Chairperson or at least two (2) requests to convene such an emergency meeting submitted separately by any two (2) Trustees to the Community Manager action taken at any emergency meeting will be ratified at the next regular Board meeting. Reasonable notice of any such emergency meeting will be provided.

Section 3

No approval of the annual budget shall be granted at an emergency meeting.

Section 4

All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, F.S.

Section 5

Minutes shall be taken, recorded and made available for public inspection at all reasonable time.

Section 6

Under any Incidental, Manager, or Attorney report, any member of the Board may request that any initial motion made by any other member be determined by the Board to be of significant public importance. If the initial motion is determined to be of significant public importance, the initial motion shall be required to be heard as a specific item on a subsequent agenda rather than acted on by motion under the report.

Section 7

If an item is continued it should be placed under unfinished business until it is completed unless the Board of Trustees sets a specific agenda for it to be discussed.

Section 8

The Board shall have the power to create any advisory or fact-finding committee or sub-committee of the Board as deemed appropriate and necessary by the Board collectively. Any Trustee may propose the formation of any such committee or Board sub-committee which may only be formed upon a majority vote of the full membership of the Board. At the time of formation/revision of any such committee or Board sub-committee, the Board shall define in writing the purpose and duration of the committee or Board sub-committee, the number of committee members, their length of terms (committee membership shall not exceed 5 years and Board sub-committee membership shall be limited to one-year or until the Board reorganizes itself under Article 3, Section 3 of this document), appoint the individual members of the committee or Board sub-committee, and assign a staff representative to support each committee. Trustees shall not serve as members of advisory committees. Only Trustees shall serve on Board sub-committees. Each committee or Board sub-committee shall only have the powers granted to it by the Board at the time of establishment. In the event of a change of membership of any committee, replacement members shall only be confirmed upon a majority vote of the membership of the Board. The Board shall have the power to review the membership, purpose, and duration of any committee or Board sub-committee, including the right to dissolve and disband any committee or Board sub-committee, at any time upon a majority vote of the membership of the Board.

The Board shall review all committees (excluding Violations committee) and adopt written purposes of each committee. Existing committee members (excluding Violations and ARCC committees) may be re-appointed for fixed terms with a staggered length of terms to ensure all committee members' terms do not expire at the same time. Under no circumstances shall a paid staff person be appointed as a voting member of a committee. Applicants for said committees shall submit a resume for consideration of appointment.

Written minutes of committee and Board sub-committee meetings must be kept, with a copy provided to the District Record Custodian for record keeping. Members of all advisory committees and Board sub-committee shall be advised of the Sunshine Laws applicable to the committee members. The BBRD Guidelines for Committee/Task Force form shall be prepared for each committee and shall be turned in to the District Record Custodian for record keeping.

ARTICLE VI

DUTIES AND RESPONSIBILITIES OF OFFICERS AND TRUSTEES

Section 1

The Board of Trustees have the general powers and duties as set forth in Article V of the District Charter.

Trustees shall:

- Attend all Board of Trustees meetings and workshops, unless otherwise excused by the Chairperson
- Evaluate the Community Manager and or management company at the prescribed times and provides an assessment of current performance and areas for improvement;
- Respond to resident complaints by referring them to the appropriate entity, Board of Trustees or Community Manager for prompt resolution; and

The Board of Trustees shall determine who has signing authority for all banking and savings accounts of the District. The Board shall determine who has “view only” or “account change” authority. All access to Recreation District accounts must be approved through a regular meeting and be recorded in the official minutes of the Board of Trustees. Changes which affect the status, location and value of any accounts held by Barefoot Bay Recreation District shall be approved by the Board of Trustees.

Safety Deposit Box procedure. Anyone trustee or staff member requesting access to the safety deposit box must notify the Community Manager for the key. Access to the safety deposit box is granted to the Community Manager or his/her designee and one trustee who must also be present at the time of access.

Florida Association of Special District (FASD) Conference Attendance: Newly elected or appointed Trustees, who have not previously attended a FASD Conference, should attend the next FASD Conference after her/his election or appointment. Additionally, each Trustee is eligible to attend the annual FASD Conference, as long as the Administration Budget (Finance and District Clerk Sub-Departments) has sufficient roll-up available budget.

Section 2

Chairperson. The Chairperson or Vice-Chairperson shall preside at all meetings of the Board. The Chairperson shall appoint regular and special committees as necessary. He/she shall also be an ex-officio member of all committees appointed by him/her. In the absence of the Chairperson, the 1st or 2nd Vice-Chairperson shall act in his/her place. The Chairperson shall perform all the duties of Trustee.

The Chairperson shall sign all contracts and documents requiring the signature of the Board representative. He/She shall have signing, withdraw, deposit and information changing authority on all SBA accounts. The Chairperson may review agenda items with the community manager prior to the release of any final agenda for all regular and special meetings of the Board.

Section 3

Secretary.

1. Is responsible for directing and over-seeing that the Community Manager maintains all records of the business of the District and any other records required by Florida Statutes;
2. Is responsible for ensuring the Community Manager provides notice of all meetings and that minutes are taken by as required by Florida Statutes;
3. Reviews draft copies of minutes and oversees the necessary corrections before they are issued to the Board of Trustees or public;
4. Performs the regular duties of a Trustee; and
5. Takes roll call at the meetings and determine that a quorum is present.

Section 4

Treasurer. The Treasurer shall be responsible for ensuring that the Community Manager maintains accurate accountings of receipts and disbursements of monies to the operation of the District and shall direct the Community Manager to prepare all financial reports required by the Florida Statutes and any rules or regulations of any state of Florida or federal agency.

Notwithstanding the foregoing, a Trustee who does not have the authority to sign any checks for the District shall be appointed by the Board to review the monthly bank statements of the District for accuracy.

1. The Treasurer or designee shall review all payments and supporting documents for accuracy and sign the Recreation District checks for payment of invoices. In the absence of the Treasurer, the second signature required for all checks over \$5,000 may be any Trustee authorized with signing authority.
2. In the case of any emergency action, the Treasurer or designated person shall act with the Community Manager in the best financial interest of the Recreation District and bring the issue to the Board for approval at the next scheduled meeting.

3. The Treasurer shall initiate any actions approved by the Board for withdrawal and deposit of any funds from the SBA and Money Market accounts of the District.
4. The Treasurer shall prepare reports for the regular scheduled board meetings which accurately reflect the most recent balances of the accounts held by the District. The Treasurer shall prepare a monthly summary report after each close of business and review the bank statement monthly along with the list of deposits and disbursements reflected in that bank statement.

Section 5

The Trustee who is elected Chairperson of the Neighborhood Revitalization (NRP) Program BOT Sub-committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.

The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

ARTICLE VII

CONFLICT OF INTEREST

Section 1

“A code of ethics for all state employees and non-judicial officers prohibiting conflict between public duty and private interest shall be prescribed by law.” (Article III, Sec. 18, Fla. Const.) This mandated Code of Ethics is found in Chapter 112 (Part III) of the Florida Statutes.

Section 2

Immediate family members of a Trustee shall be prohibited from formal employment or serving in a volunteer capacity (i.e. Golf-Pro Shop Player Assistants, Courtesy Golf Cart Drivers, etc.) with the District during the term(s) of service of said Trustee. This prohibition shall begin upon the post-election or post-appointment formal commencement of the term of the Trustee. Any family members of a Trustee classified as a current employee (whether working or on approved leave) as of August 9, 2019 will be exempt from this prohibition until the employee separates employment. Immediate family members falling within this prohibition shall be eligible for reemployment with District upon the expiration of the term(s) of the Trustee to which they are related. For purposes of this prohibition, “immediate family member” is defined as one

of the following: spouse or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).

ARTICLE VIII
ADMINISTRATIVE DUTIES

Section 1

The Board of Trustees employs a Community Manager who is the chief appointed officer responsible for the daily operations and management of all BBRD personnel and functions. The Board of Trustees, as a group in public meetings, provides direction to the Community Manager regarding policy and operational activities. The Board of Trustees is responsible for the selection, evaluation and termination of the Community Manager and/or management company (in lieu of directly hiring a Community Manager). Individual Trustees may discuss any specific issue with the Community Manager in private, but shall not provide specific direction regarding District administrative operations of BBRD, including the operation of individual departments or and management of employees.

Section 2

Trustees should work closely with volunteer groups or individuals including the District as well as with the Barefoot Bay Homeowners Association.

Section 3
Organizational Chart

An organizational chart of the District specifying the Trustee positions and operations structure of the staff will be maintained and modified as required.

ARTICLE IX
ORDER OF BUSINESS

Section 1

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation

8. Unfinished Business
9. New Business
10. Community Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. Adjournment

ARTICLE X AMENDMENTS

Section 1

Amendments to these Rules and Regulations may be introduced by any Trustee in writing. A copy of the proposed amendment shall be posted by the staff on the official bulletin board and on www.bbrd.org at least seven (7) days prior to the next regular meeting of the Board, after which the Trustees shall vote on the proposed amendment.

Any amendment to these Rules adopted in accordance with this article shall become effective no sooner than seven (7) days after the date of the adoption of a resolution setting forth any amendments.

ARTICLE XI PRECEDENT OF LAW

Section 1

Any portion of the Rules in conflict with Florida Laws and the Charter shall be invalid.

Section 2

These Rules shall supersede any and all previous Rules adopted, including but not limited to, Part I of Resolution 2004-1, 2007-03, 2008-07, 2010-19, 2014-01, 2015-07, 2016-02, 2016-21, 2017-06, 2017-12, 2017-15, and 2021-06. Amendments approved on September 24, 2019 and October 22, 2019 were made without resolutions.

Section 3

These Rules are effective upon passage by the Board and adoption of resolution defining said amendments.

DATED: _____

Michael Maino,
Chairperson

Jeff Grunow,
Secretary