



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 21, 2018

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation provided by Pastor Tom Finken of Victorious Life Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. August 8, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Award of RFP 18-22 Property and Casualty Insurance / Loss Control and Loss Prevention Services
 - b. Approval of Amendment No. 2 to GFOA Contract for ERP Services
 - c. Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation
 - d. Approval of Contract Assignment - Taka Elevator Company (contract CA4489) has been acquired by Oracle Elevator Company
8. Approval of Concurrence and Fair-Share Agreement for Arby's Restaurant Site Plan - 1058 Dunlawton Avenue
9. Resolution No. 18-25 - Celebrating 50 Years of Home Rule
10. Resolution No. 18-26 - Budget Appropriation

11. Resolution No 18-27 - Support of Revised Volusia County & Municipal Floodplain Management Plan

C. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

D. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. School Board Guardian presentation

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Citizen Advisory Committee for TPO

15. Parks & Recreation Advisory Board Report

16. Environmental Advisory Board Report

17. Golf Advisory Board Report

G. PUBLIC HEARING

18. First Reading - Ordinance No. 2018-23 – Rezoning/6225 S. Williamson Boulevard (Case No. 18-60000003)

19. Change of Use for a Communications Tower at 651 Taylor Road (Case No. 18-32000001)

20. First Reading - Ordinance No. 2018-21 - LDC Amendment/Chapter 3, 5, 6, 13, 16 and 17 (Case No. 18-25000005)

H. REGULAR AGENDA

22. Request for Continuance of Resolution No. 18-17 – Partial Drainage Easement Vacation – Lot 86, Foxboro Phase II, 618 Ipswich Lane

21. Discussion Item: License Agreement for 3449 Shamrock Drive

I. COMMENTS

23. City Attorney Comments

24. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports

a. ArtHaus

b. Port Orange/South Daytona Chamber of Commerce

- c. Roundtable of Elected Officials
- d. Police Pension
- e. Fire Pension

K. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
AUGUST 7, 2018

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:37 p.m.

OPENING

Invocation by Rev. David Troxler of First Christian Church

Pledge of Allegiance

Roll Call

Present: Councilman Bob Ford
Councilman Chase Tramont
Councilman Drew Bastian
Vice Mayor Scott Stiltner
Mayor Donald Burnette

Also Present: City Manager Jake Johansson
City Attorney Margaret Roberts
City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Rienhagen, citizen, spoke regarding his concerns with the Yorktowne Blvd Extension project. He doesn't believe the road needs to be 4-lane. He asked Council to table the item.

5. Agenda Approval

There was nothing pulled by Council.

6. Approval of Minutes

a. July 17, 2018 - Regular City Council Meeting

7. Bid Awards and Contract Items

a. Approval of Extension to Amendment 4 for Zev Cohen and Associates

b. Approval of Task Authorization No 9 to Kimley-Horn and Associates, Inc. for Water Reclamation Facility (WRF) Sludge Truck Parking Improvements.

c. Approval of Bid Award - ITB #17-32 to New Florida Industrial Electric, Inc. for SR 421 (Dunlawton Ave.) Lighting from Spruce Creek Road to SR 5 (US 1)

- d. Approval of Task Authorization No. 2 to Traffic Engineering Data Solutions (TEDS) for Construction Engineering Inspection (CEI) of SR 421 (Dunlawton Ave.) Lighting from Spruce Creek Road to SR 5 (US 1)
- 8. Approval of City Sale to U.S. Glass Holdings, LLC of Real Property at 4500 Eastport Parkway
- 9. Approval of Major Special Event Request from Remarkable River Race Series 5K/15K race at Aunt Catfish Restaurant 4009 Halifax Drive, 4085 Ridgewood Avenue & 4108 Halifax Drive
- 10. Approval to Submit Grant Applications for Derelict Vessel Removal
- 11. Approval of Administrative Code Change for Consolidation of Public Utilities and Public Works
- 12. Approval of for the North Segment of Yorktowne Boulevard Extension Agreement between the City and NLA Holdings, LLC, subject to conditions.
- 13. Resolution No. 18-24 - Intent to Adopt Moratorium - Personal Wireless Communications on Private Property

Motion to approve the Consent Agenda as presented was made by Councilman Chase Tramont and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Vice Chair Deb Denys, Volusia County Council, discussed the move of the Volusia County Human Services and Veterans Services.

Adam Clatterbuck, citizen, discussed the needs for the fire department/EMS relating to ambulance services. He supports the tax increase to handle the needs of the City.

Motion to add time to allow Mr. Clatterbuck to continue expressing his concerns was made by Councilman Drew Bastian and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by voice vote.

Eric West, citizen, supported the comments of Mr. Clatterbuck. He also asked Council to consider calling a disinterested party to evaluate the needs of the City relating to the environment.

14. Comments/Concerns from Council Members

Vice Mayor Scott Stiltner discussed his concerns with the lack of sufficient service from the County's ambulance service. He explained an issue from last week where a cardiac patient had to wait for an ambulance from South Daytona. The patient did not survive. He thanked South Daytona for their assistance. He wants to keep the discussion going with the County and the City's FY19 budget talks. He has contacted all of the County officials again making note of his concerns. He encouraged the rest of Council and citizens to reach out to the County officials.

Councilman Bob Ford believes the response time meets the national standards. He has requested the data from the County. He doesn't believe the City taxpayers should pay for both the County and the City to provide the services.

Councilman Drew Bastian supports a City ambulance to enhance the public safety department because the County services are not sufficient.

Councilman Chase Tramont doesn't believe the City should be bailing the County out. He has heard from citizens who want the extra service.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details from the June 2018 financial report.

16. ERP Project Update

Jane Davis, Project Manager, provided an update regarding the ERP project. Mayor Burnette thanked Ms. Davis and Staff for their work on this project.

PUBLIC HEARING

17. Second Reading - Ordinance No. 2018-14 - Annexation/1660 Anita Street, (Case No. 18-10000001)

Mayor Burnette read Ordinance No. 2018-14.

ORDINANCE NO. 2018-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ANNEXING APPROXIMATELY +/-0.57 ACRES OF PROPERTY LOCATED AT 1660 ANITA STREET; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-14 was made by Councilman Drew Bastian and Seconded by Councilman Chase Tramont. Motion carried unanimously by roll call vote.

18. Second Reading - Ordinance No. 2018-15 - Small-Scale Future Land Use Map Amendment/1660 Anita Street (Case No. 18-20000004)

Mayor Burnette read Ordinance No. 2018-15.

ORDINANCE NO. 2018-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +/- 0.57 ACRES FROM VOLUSIA COUNTY URBAN LOW DENSITY (ULI) TO CITY OF PORT ORANGE RURAL TRANSITION (0-2 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-15 was made by Councilman Drew Bastian and Seconded by Councilman Chase Tramont. Motion carried unanimously by roll call vote.

19. Second Reading - Ordinance No. 2018-16 - Rezoning/1660 Anita Street (Case No. 18-60000001)

Mayor Burnette read Ordinance No. 2018-16.

ORDINANCE NO. 2018-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +/- 0.57 ACRES LOCATED AT 1660 ANITA STREET FROM VOLUSIA COUNTY RURAL AGRICULTURE (A-2) TO SINGLE FAMILY RESIDENTIAL (R-20); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-16 was made by Councilman Drew Bastian

and Seconded by Councilman Chase
Tramont. Motion carried unanimously by
roll call vote.

20. Second Reading - Ordinance No. 2018-18 - Adoption of 18-1 Comprehensive
Plan Amendments/Williamson Boulevard-Willow Run Boulevard Site (Case
No. 18-20000002)

Mayor Burnette read Ordinance No. 2018-18.

ORDINANCE NO. 2018-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, RELATING TO COMPREHENSIVE
PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE
COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE
DESIGNATION FOR +/- 34.5 ACRES FROM URBAN HIGH
DENSITY RESIDENTIAL (8-16 UNITS/ACRE), URBAN MEDIUM
DENSITY RESIDENTIAL (4-8 UNITS/ACRE) AND SUBURBAN
RESIDENTIAL (2-4 UNITS/ACRE) TO MIXED USE CENTER FOR
PROPERTY GENERALLY LOCATED NEAR THE SOUTHEAST
CORNER OF WILLIAMSON BOULEVARD AND WILLOW RUN
BOULEVARD; WITH TEXT AMENDMENT ADDING FUTURE LAND
USE ELEMENT POLICY 5.1.5, TO PROVIDE DENSITY/INTENSITY
LIMITS ON THE SUBJECT PROPERTY ; PROVIDING FOR
CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-18
was made by Councilman Drew Bastian
and Seconded by Councilman Chase
Tramont.

Eric West, citizen, spoke regarding his concerns with this project. He asked that a
bicycle lane be included in the project.

Mr. Johansson advised there will be a bicycle lane with this project.

Motion carried unanimously by roll call
vote.

21. Second Reading - Ordinance No. 2018-8 – Administrative
Rezoning/Williamson Boulevard-Willow Run Boulevard Site, Case No. 18-
60000001

Mayor Burnette read Ordinance No. 2018-8.

ORDINANCE NO. 2018-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +34.5 ACRES FROM PLANNED UNIT DEVELOPMENT (PUD) TO MIXED-USE CENTER (MXC) AND +5 ACRES FROM PLANNED UNIT DEVELOPMENT (PUD) TO COMMUNITY COMMERCIAL (CC) LOCATED AT THE SOUTH SIDE OF WILLOW RUN BOULEVARD, EAST OF WILLIAMSON BOULEVARD; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-8
was made by Councilman Drew Bastian
and Seconded by Councilman Chase
Tramont.

Cathy Josenhans, citizen, discussed her concerns with this project. She asked Council to consider the bus stops in the area. She believes a wall is needed to protect the neighborhood and is concerned with new flooding issues. There are also traffic concerns.

Elizabeth Miller, citizen, expressed her concerns regarding the recent flooding in the neighborhood. She believes the new road will cause more flooding.

Mr. Johansson explained the current zoning vs. the changes being requested. The design has not been completed. Staff will look into the flooding issues discussed.

Motion carried unanimously by roll call
vote.

22. Second Reading - Ordinance No. 2018-20 - Adoption of the 18-2
Comprehensive Plan Amendments (Case No. 18-20000003)

Mayor Burnette read Ordinance No. 2018-20.

ORDINANCE NO. 2018-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE ELEMENT; AMENDING THE PUBLIC SCHOOL FACILITIES ELEMENT; AMENDING THE COASTAL ZONE MANAGEMENT ELEMENT; AMENDING THE CONSERVATION ELEMENT; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-20 was made by Councilman Drew Bastian and Seconded by Councilman Bob Ford. Motion carried unanimously by roll call vote.

23. Second Reading - Ordinance No. 2018-22 - Administrative Utility Billing Adjustments

Mayor Burnette read Ordinance No. 2018-22.

ORDINANCE NO. 2018-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 2-240 OF THE CODE OF ORDINANCES RELATED TO ADMINISTRATIVE UTILITY BILLING ADJUSTMENTS FOR THE INADVERTENT TRANSPOSITION OF NUMBERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERAILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-22 was made by Councilman Drew Bastian and Seconded by Councilman Bob Ford. Motion carried unanimously by roll call vote.

24. Second Reading - Ordinance No. 2018-13 - Telecommunications in Right-of-Way, Code of Ordinance Amendment, Case No. 18-25000001

Mayor Burnette read Ordinance No. 2018-13.

ORDINANCE NO. 2018-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF PORT ORANGE BY AMENDING CHAPTER 58, ARTICLE II, ENTITLED CONSTRUCTION IN RIGHTS-OF-WAY, SECTIONS 58-31, 58-32, 58-34, 58-35 and 58-37 OF THE CITY CODE; CREATING NEW CHAPTER 58, ARTICLE IV, SECTIONS 58-70 – 58-85, ENTITLED "COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY," SECTIONS 58-70 THROUGH 58-85, AS PROVIDED HEREIN; CREATING THE "PORT ORANGE COMMUNICATIONS RIGHTS-OF-WAY ORDINANCE;" PROVIDING INTENT AND PURPOSE, APPLICABILITY AND AUTHORITY TO IMPLEMENT;

PROVIDING DEFINITIONS; PROVIDING FOR REGISTRATION FOR PLACING OR MAINTAINING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING REQUIREMENT OF A PERMIT; PROVIDING APPLICATION REQUIREMENTS AND REVIEW PROCEDURES; PROVIDING FOR A PERFORMANCE BOND; PROVIDING FOR CONSTRUCTION METHODS; PROVIDING DEVELOPMENT AND OBJECTIVE DESIGN STANDARDS; PROVIDING FOR FEES AND TAXES; PROVIDING ENFORCEMENT REMEDIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-13 was made by Councilman Drew Bastian and Seconded by Councilman Bob Ford. Motion carried 4-1 by roll call vote with Vice Mayor Scott Stiltner voting no.

REGULAR AGENDA

25. Resolution. No. 18-21 - Transmitting Communications Facilities in R/W Ordinance to County Council

Mayor Burnette read Resolution No. 18-21.

RESOLUTION NO. 18-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; TRANSMITTING THE CITY'S "COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY ORDINANCE" TO THE COUNTY COUNCIL OF THE COUNTY OF VOLUSIA FOR CONSIDERATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-21 was made by Councilman Drew Bastian and Seconded by Councilman Bob Ford. Motion carried unanimously by roll call vote.

26. Request for Continuance of Resolution No. 18-17 – Partial Drainage Easement Vacation – Lot 86, Foxboro Phase II, 618 Ipswich Lane

Motion to continue until the second meeting in September was made by Councilman Drew Bastian and Seconded

by Councilman Chase Tramont. Motion
carried unanimously by roll call vote.

27. Resolution No. 18-22 - Approval of FY19-FY24 Capital Improvement Plan
(CIP)

Mayor Burnette read Resolution No. 18-22.

RESOLUTION NO. 18-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT
ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING A SIX YEAR
CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF PORT
ORANGE FOR FY 2019-FY 2024; AND PROVIDING AN
EFFECTIVE DATE.

Motion to approve Resolution No. 18-22
was made by Councilman Drew Bastian
and Seconded by Councilman Chase
Tramont. Motion carried unanimously by
roll call vote.

Break 8:01 p.m. reconvened at 8:11 p.m.

28. Resolution No. 18-23 - Expressing the City's Support and Intention to Create
a PACE Program

29. Approval of Membership Agreements for the PACE Program

Motion to continue Items #28 & 29 until
September 19, 2018 was made by Vice
Mayor Scott Stiltner and Seconded by
Councilman Bob Ford. Motion carried
unanimously by voice vote.

30. Intent to Award ITB #18-18 to Yellowstone Landscaping for City Facility
Landscape Maintenance Services

Ms. Stevens discussed the intent to award ITB #18-18 to Yellowstone Landscaping
instead of the lowest bidder, Scotty Boy due to a lack of reference.

Ms. Roberts asked for the motion to be subject to contract review and approval as well
as the acceptance of a Payment and Performance Bond.

Motion to approve was made by
Councilman Bob Ford and Seconded by
Councilman Chase Tramont.

Vice Mayor Scott Stiltner is concerned that the intent to award is not going to the lowest bidder, who is also a Port Orange company. Councilman Drew Bastian agreed.

Ms. Stevens expressed her concerns with having a company without the necessary.

Scott Mims, Scotty Boy, believes he is well qualified for the work. He has the necessary workers and equipment to do the work as requested in the RFP. He provided the quote himself. Council questioned Mr. Mims on his level of service.

John Cheney, citizen, expressed concerns regarding the recommendation. He doesn't believe the scope of work is being done completely now.

Barry Critcher, Yellowstone Landscaping, explained their work with Staff in the City. They have never experienced a fine from the City in the two years they have worked for the City. He believes they are fit for the job.

Vice Mayor Scott Stiltner doesn't see a reason not to award this to the lowest bidder.

Ms. Roberts provided an option to amend the contract with the current vendor regarding an automatic penalty.

Motion failed unanimously by roll call vote.

Motion to award to the lowest bidder, Scotty Boy was made by Councilman Drew Bastian and Seconded by Councilman Chase Tramont. Motion carried unanimously by roll call vote.

COMMENTS

31. City Attorney Comments

Margaret Roberts, City Attorney, discussed the request received to for a limited waiver with regard to the requirement that all charges on a utility account be brought current prior to reconnecting water services. The Lien will be paid at the time of closing.

Motion to approve was made by Councilman Bob Ford and Seconded by Councilman Chase Tramont. Motion carried unanimously by voice vote.

32. City Manager Comments

a. Approval to amend the 2018 Council Meeting Schedule

Mr. Johansson discussed the proposed schedule for August and September as follows:

Budget workshop on August 22, 2018 at 5:30 p.m.

Budget workshop back up on August 29 at 5:30 P.M.

Regular meeting on September 4, 2018 at 6:30 p.m.

Special Meeting on September 5, 2018 at 5:30 p.m. (1st reading of the budget) CRA's to meet as well.

Regular Meeting on September 19, 2018 at 6:30 p.m. (2nd reading of the budget)

Motion to approve was made by
Councilman Drew Bastian and Seconded
by Councilman Chase Tramont. Motion
carried unanimously by roll call vote.

COUNCIL COMMITTEE REPORTS

33. City Council Committee Reports

- a. River to Sea TPO - There was no July meeting.
- b. General Employees' Pension Plan - Vice Mayor Scott Stiltner discussed the details from the recent meetings.
- c. First Step Shelter - Councilman Chase Tramont reported on funding requests of the organization.

ADJOURNMENT - 8:54 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: Yes

SUBJECT: (B7a) Award of RFP 18-22 Property and Casualty Insurance / Loss Control and Loss Prevention Services

DEPARTMENT: Administrative Services

GOAL: Award RFP 18-22 Property and Casualty Insurance / Loss Control and Prevention Services

RECOMMENDED MOTION: Move to award, subject to the City Attorney review and approval of executed contract documents, to Brown & Brown of Florida, Inc. and to Florida Municipal Insurance Trust for certain insurance coverage consistent with the attached Intent to Award for RFP 18-22.

SUMMARY: On May 31, 2018, the City issued its Request for Proposal for Property and Casualty Insurance / Loss Control and Loss Prevention Services. The RFP provided for an initial term of one year (10.01.2018 through 09.30.2019), with four optional one-year renewals. The RFP also afforded the City the flexibility to purchase all proposed lines of coverage as a package in whole or to purchase each line on a stand alone basis, subject to the vendor's requirement that specific lines be purchased together.

Two vendors submitted proposals: Brown & Brown of Florida, Inc. and Florida Municipal Insurance Trust. Comparisons of the lines of coverage included and proposed rates are attached. (It should be noted that Brown & Brown did not submit a quote on Executive Travel AD&D coverage.) Both vendors offer a two-year rate guarantee, with exposure changes and the NCCI experience modification factor applied on anniversary dates.

Both vendors were determined to be satisfactory in qualifications, experience and expertise, with no preference to either. Likewise, references were checked for each vendor and both were determined to be satisfactory, with no preference to either.

Since 2015, the City has been insured through Preferred Government Insurance Trust (through Brown & Brown) for its property lines, and through Florida League of Cities for its liability and worker's compensation coverage.

Based on the rates quoted, the committee recommends council approve the award of RFP 18-22 Property, Casualty Insurance and Loss Control/Prevention Services as follows:

Brown and Brown: (1) Property; (2) Equipment Breakdown; (3) Inland Marine; (4) Crime; (5) General Liability; (6) Law Enforcement Liability; (7) Public Officials/Employment Practices/Cyber Liability; (8) Auto Liability; (9) Auto Physical

Created/Initiated - 08/07/2018
Approved - 08/07/2018
Approved - 08/08/2018
Approved - 08/10/2018
Approved - 08/10/2018
Final Approval - 08/10/2018

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

RFP #18-22

PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Date: May 31, 2018

**Proposal Due Date and Time:
July 6, 2018 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Vendors

RFP #18-22 PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES

Notice is hereby given that the City of Port Orange is soliciting proposals for **PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES**. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on July 6, 2018** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Vendor unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Vendor responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange Florida 32129.

There will be a Non-Mandatory Pre-Proposal Conference for the project at **10:00 A.M. (local time) on June 15, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly

DESCRIPTION: Property, Casualty Insurance and Loss Control & Loss Prevention Services as described herein.

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFP #18-22 PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES"** in the subject line. Last day for questions will be **June 22, 2018 at 5:00 P.M.**

All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

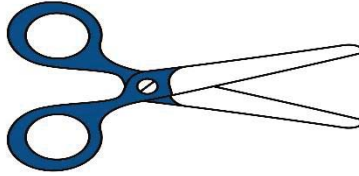
NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to the Purchasing Division, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP 18-22 PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES"**.

David Battaglia, Purchasing Agent
Legal Ad - One Time – **May 31, 2018**

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	RFP 18-22 _____
BID TITLE:	PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES _____
DUE DATE/TIME:	July 6, 2018 at 2:30 pm _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from Firms or Companies (Vendors) for the provision of Property, Casualty Insurance and Loss Control & Loss Prevention Services as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposal promotes competitive selection. It shall be the Vendor's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed proposals, including one original copy, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: May 31, 2018
Non-Mandatory Pre-Proposal Conference June 15, 2018 at 10:00 A.M.
Deadline for Questions: June 22, 2018 by 5:00 P.M.
Final Addendum Posting: June 29, 2018 by 5:00 P.M.
Proposals Due: July 6, 2018 by 2:30 P.M.
Evaluation Committee Meeting To Be Determined
Shortlisted Firms Presentations/Discussions (if required) To Be Determined
City Council Meeting for Approval of Recommendation of Award To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Battaglia, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Proposals must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Vendors must indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals if it is in the best interest of the City.

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

There will be a Non-Mandatory Pre-Proposal Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors are strongly encouraged to attend because the Pre-Proposal Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff.

QUESTIONS REGARDING THIS RFP:

All questions shall reference "Questions on RFP #18-22 PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES" in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for a subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as Active.

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

PRICING SHEETS:

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the RFP specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Vendors shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

REJECTION OF PROPOSALS:

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.

- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES

The City's **current** policies are as follows:

Coverage	Insurer
Property and Inland Marine	Preferred Governmental Insurance Trust
Equipment Breakdown (Boiler & Machinery)	Chubb Group of Insurance Companies, issued by Federal Insurance Company
Crime	Travelers Casualty and Surety Company of America
Florida Firefighter and Law Enforcement Officer Statutory AD&D	National Union Fire Insurance Company of Pittsburgh, P.A.
General/Professional Liability	Florida Municipal Insurance Trust
Automobile	Florida Municipal Insurance Trust
Workers' Compensation and Employers Liability	Florida Municipal Insurance Trust
Executive Travel	Florida Municipal Insurance Trust, issued by National Union Fire Insurance Company of Pittsburgh, P.A.

Copies of all policies are attached. The base proposal must be for the same limits and retentions as provided in the current declaration pages, attached hereto, except that all rating shall be based on current property, inland marine, and automobile schedules attached. As an alternate bid, the city will consider modified proposals to include an increase or decrease of the limits and retentions to the extent that they provide adequate coverage and meet the overall program objectives. Proposers are encouraged to develop alternate funding mechanisms to be considered by the City. Proposers are specifically instructed to review current policy exclusions provided for each line of business and comment as to any alterations in exclusions in proposals.

1. Upon award, the successful proposer shall provide the following services:

Policy Review and Coverage Verification Services

1. Provide the City with complete insurance policies (including a declarations page for each line of business) or a binder prior to the expiration of existing coverages. If the binder is initially provided, policies must follow within sixty (60) calendar days.
2. Review and evaluate new and renewal policies, endorsements, and/or related documents to assure all conform to the requested coverages, services, costs.
3. Issue Certificates of Insurance and maintain records of certificates issued.
4. Provide a monthly status report identifying all outstanding insurance issues to include strategies and timelines for resolving those issues.

5. Prepare an insurance policy register for the City outlining at a minimum, coverage, carrier, policy number, policy term, limits, deductibles, and premiums.
6. Maintain/update Schedule of Property Values. Within the first year of the vendor services contract, the vendor shall provide a replacement appraisal study of all property, structures, and equipment by a qualified firm meeting the prior approval of the City, at no additional cost to the City. The Statement of Property Values will be updated for the year using the most appropriate building/construction/CPI index methodology and updated or added property.

Loss Control / Loss Prevention Services

1. Provide, at a minimum, quarterly loss prevention reports (loss run reports) and provide the City with written recommendations for improvements to assist with the loss ratio within thirty (30) days after the date the reports are issued.
2. Coordinate visits to City facilities and provide qualified personnel to accompany insurance representatives during site visits as requested by the City.
3. Perform annual loss prevention inspections of all City-owned buildings with a high pedestrian traffic and at facilities regularly utilized by the public. Prepare a report of each inspection containing recommended actions within thirty (30) days after the date of inspection.
4. Perform a minimum of four (4) hours of loss prevention/safety services per quarter at City facilities, or more frequently as determined necessary by the City. Must have the ability to provide subject matter experts for trainings as requested to assist with the City's Risk Management programs.

Claims Settlement Services

1. Assist with claim documentation and coverage interpretation to assure the City receives maximum loss recoveries in a timely manner.
2. Identify and assist in the resolution of insurance coverage disputes with insurance companies.
3. Assist the City in obtaining payments from subrogation processes.
4. Assure that the Risk Manager and City Attorney's Office are:
 - a. Apprised of litigation strategy;
 - b. Informed of appointment of defense counsel and review of associated billing if applicable; and
 - c. In receipt of copies of all court documents in matters in which the City is a named defendant, and further, that any litigation settlement is approved by City Council.

2. Information Management System

1. Describe internet accessibility available to the City for each line of business to enable the City to review information including but not limited to policies, claims status, and loss runs, and to access and maintain property, inland marine, and vehicle schedules.
2. Describe any special conversion systems, license and software costs, or other charges required to provide internet accessibility to the City for each line of business.

3. Use of Consultants

The City reserves the right to use consultants, insurance specialists, peer review groups, and others, as determined by the City, to assist the City in the evaluation of proposals.

4. Indemnification

Indemnification or acts and omissions occurring during the term of an awarded agreement shall survive the term of the agreement, whether such term expires by passage of time or is terminated.

5. Named Insured Endorsement

The following endorsement must be attached to all issued insurance policies

City of Port Orange plus any affiliated or subsidiary board, authority, committee, or independent agency (including newly constituted) provided that such affiliated or subsidiary board, authority, committee, or independent agency is either a body politic created by a listed named insured, or one in which controlling interest or membership therein is vested in a listed named insured.

6. Sole Agent Endorsement

The following endorsement must be attached to all issued insurance policies:

It is agreed that the City of Port Orange shall be the Sole Agent of the Insured with respect to premium payment, cancellation, participation and/or dividend provisions of this contract. Any notice with respect to the foregoing shall be delivered to:

Risk Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

7. Termination and Non-Renewal Endorsement

The following endorsement must be attached to all issued insurance policies:

Notwithstanding any provision in this contract to the contrary, except with respect to cancellation of the contract for non-payment, the Insurer may not cancel, non-renew, restrict coverage, or restrict the Insurer's contractual obligations with respect to this contract prior to the later of:

- A. The end of any twelve (12)-month anniversary of the contract; or

- B. At least ninety (90) days after receipt by the Insured of valid notice from the Insurer of the Insurer's intention with respect to such cancellation, non-renewal, restriction of coverage, or restriction of the Insurer's contractual obligations.

The Insurer may not effect cancellation of this contract for non-payment of premium until at least sixty (60) days after receipt by the Insured of valid written notice from the Insurer of the Insurer's intention with respect to such cancellation.

The written notice of any cancellation, non-renewal, or restriction of the Insurer's contractual obligations shall be delivered by certified mail, return receipt requested, to:

Risk Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

This contract may be canceled at any time at the request of the Insured by written notice to the Insurer stating when thereafter cancellation is to be effective. In the event of termination of this contract for whatever reason, the earned fees or other consideration shall be computed on a pro-rata basis without penalty, and the Insurer shall refund the excess of paid fees or other consideration the Insured within thirty (30) days from the date of termination.

8. Rerating Endorsement

The following endorsement must be attached to all insured insurance policies:

Notwithstanding any provision in the contract to the contrary, the Insurer may not effect any increase of rates or other consideration applicable to this contract prior to the later of:

- A. The end of any twelve (12)-month anniversary of the contract; or
- B. At least ninety (90) days after receipt by the Insured of a valid written notice from the Insurer stating specifically the amount of change proposed. Mere notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of this contract, shall not constitute a valid notice.

The written notice of any change in rates or other change in consideration shall be delivered by certified mail, return receipt requested, to:

Risk Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

9. Claim Reporting Endorsement

The following endorsement must be attached to all insurance policies:

It is understood and agreed that, notwithstanding any provision contained in this contract to the contrary, the Insured will be deemed to be in full compliance with any claim notice requirements, if notice of an occurrence is made to the Insurer as soon as practicable after knowledge by the Risk Manager of the Insured that such occurrence will, or is likely to, result in a claim under the contract. Any unintentional failure to report any occurrence or claim shall not invalidate coverage with respect to any such occurrence or claim.

10. Claims Settlement/Advance Notice Endorsement

The following endorsement must be attached to all issued insurance policies:

It is understood and agreed that whenever the Insurer proposes to settle any impending claim or suit, the Insured shall be given notice of the terms of the settlement and an opportunity to discuss the settlement. The Insurer and the Insured agree that if the settlement of any claim proposed by the Insurer does not have approval of the Insured, and after ample discussions the Insurer recommends a final settlement offer and the Insured does not agree, the Insurer shall notify the Insured of the Insurer's option to deny further coverage of the claim.

11. Loss Statistics

For those claims for which the Insurer has established a reserve or made payment, updated cumulative loss data must be rendered no less than quarterly and at any other time at the request of the Insured. This loss information shall include for each claim:

- A. Location (for allocation purposes)
- B. Claimant's name (if a third party)
- C. Date of loss
- D. Date claim made
- E. Description of loss
- F. Amount paid to date
- G. Reserve for future payments
- H. Deductible applicable (if any)

Loss reports from the vendor to the City are to be continued on a quarterly basis until all claims are closed, which may extend beyond the life of the current contract.

12. Minimum Qualifications of Insurer

No proposer shall be accepted by the City where insurance coverage is to be provided by an insurer or organization which has a rating less than "A" in the "Best Key Rating Guide" published by A.M. Best & Company.

If the coverage is to be provided by a person or organization not rated by the designated rating firm listed above, proposals or such coverage or service shall only be accepted if the person or organization providing the service or coverage:

- A. Has, as of the proposal return date specified in this RFP, been successfully operating in the State of Florida for a minimum of five (5) consecutive years;
- B. Submits with its proposal its last audited financial statement issued by a certified public accountant that:
 - 1. is dated no earlier than eighteen (18) months prior to the proposal return date specified in this RFP; or
 - 2. offers an unqualified opinion of the financial viability of the person or organization; and
 - 3. the City reserves the right for its internal auditor or appropriate representative to review only those records pertaining to the contract awarded because of these documents submitted and can thus determine if the terms, conditions and specifications of the contract can be followed based on the vendor's financial viability.
- C. Reinsurance vendors must be rated "A" in the "Best Key Rating Guide" published by A.M. Best & Company.

13. Separability of Coverages

It is the desire of the City to have the flexibility to purchase all proposed coverages either as a package in whole, or to purchase each proposed line of business on a "Stand Alone" basis. Those lines that must be purchased in combination with or as part of other coverages should be specifically stated in the proposal. Therefore, all proposals shall include a premium breakdown for each line of business proposed. If different premiums will apply to coverages when purchased separately, they should be specifically and clearly stated. Unless otherwise stated in the proposal, it will be assumed that the coverage(s) can be purchased separately. Although this RFP is written to request several types of coverage, at the sole discretion of the City, one or more types of coverage may not be purchased.

14. Contract Term / Completion Time

The initial policy term shall be for a period of one year, commencing on October 1, 2018 and continuing through September 30, 2019. Rates shall be guaranteed for a minimum of twelve (12) months. Longer guarantee periods are solicited. It is anticipated that coverage will be renewed with the successful proposer(s) for four (4) additional one (1)-year terms, subject to written agreement of the parties, approval

of City Council, and approval of the budget for the then-current fiscal year. However, the City maintains the right to replace coverage at the end of the then-current policy term without penalty.

The RFP, all Addenda released, the response to the RFP with all attachments, and the Agreement will constitute the complete agreement between the proposer and the City. In the event of a conflict between the terms of the RFP, response to the RFP, and the terms of the Agreement, the terms of the Agreement shall be final and binding, and the RFP shall control where in conflict with the proposal.

The Producer Price Index – NAICS 524210 from the U.S. Bureau of Labor Statistics shall be utilized in determining any applicable increases if extended beyond the one-year contract language. The yearly change shall not be greater than the yearly sum of the average monthly change in the index for each contract term

15. Invoices and Payment Terms

Unless indicated to the contrary on the Proposal Form, the City will not accept an invoice for first payment until delivery of a policy or contract conforming to the proposal offered to and accepted by the City. The City will not accept invoices more frequently than once per three (3)-month quarter. Each invoice shall fully detail the related costs. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Sections 218.70 through 218.80, Florida Statutes, as amended.

RATING DATA

Workers' Compensation

Total Number of Employees: Full Time: 404 Part Time: 31 Volunteers: 168

Class Code	Description	18/19 Projected Payroll
5509	Street or Road Maintenance or Beautification & Drive	893,522
7520	Waterworks Operation & Drivers	2,843,753
7580	Sewage Disposal Plant Operation & Drivers	829,977
7704	Firefighters & Drivers (excluding volunteer payroll)	3,409,579
7720	Police Officers & Drivers	5,433,461
8380	Automobile Service or Repair Center & Drivers	190,366
8810	Clerical Office Employees NOC	4,330,727
8820	Attorney – All Employees & Clerical, Messengers, Drivers	241,645
8831	Hospital – Veterinary - & Drivers	38,357
9015	Buildings – Operation by Owner or Lessee	221,450
9102	Park NOC – All Employees & Driver	1,536,788
9410	Municipal, Township, County or State Employee NOC	2,740,659
Total		22,710,284

Number of Firefighters:

Full Time: 58 Part Time: 0 Volunteer: 0

Number of Police	18/19 Projected Exposure
Full time with arrest powers	89
Part time with arrest powers	2
Full time without arrest powers	14
Part time without arrest powers	2
Volunteers without arrest powers	30
Full time jailers	0
Part time jailers	0
Volunteer jailers with arrest powers	0
Clerical (Police Clerical Only) (Full and Part Time including Dispatchers)	14
Canine	5
Horses	0

Crime

Latest Fiscal Year End Revenues	\$93,177,000
Total Number of Locations	21
Foreign Exposure	None
Employees who are either in management or have access to, handle, or maintain records of money, securities, or property	15
Is an independent Certified Public Accountant involved in financial reporting?	Yes
Are countersignatures required on checks, or does the owner sign checks, or is there an acceptable alternative procedure in place so that no one person has control over all check issuance?	Yes
Do employees who reconcile monthly bank statements also sign checks?	No
Do employees who reconcile monthly bank statements also handle bank deposits?	No
Is a signature stamp or check signing machine utilized?	No
Is an authorized vendor list utilized to assist in detecting payments to fictitious suppliers?	Yes
Do you perform background checks, including record of prior convictions and employment history?	Yes

Computer and Wire Transfer Controls

Are systems programmed to detect and call to attention unusual account activity?	Yes
Is the authority to initiate and approve a wire transfer separated amongst different employees:	Yes
Are wire transfers reconciled daily by a person not involved in approving or initiating the wire transfers?	Yes

Public Officials E&O and Employment Practices Liability

Number of elected City Council Members: 5

Numbers of employees who hold professional designations (i.e., attorneys, architects, engineers, accountants, etc.):

Public Utilities	1 engineer position, 1 civil engineer position
Public Works	1 civil engineer position
Community Development	2 professional engineer positions 1 landscape architect position
Office of the City Attorney	3 attorney positions
Finance	1 Certified Public Accountant position

Number of employees reported on IRS Form 1099 and/or have written employment agreements:

City Manager
City Attorney
Deputy City Attorney
Assistant City Attorney
Two paralegals
ERP Project Manager

Total turnover during past three (3) fiscal years:

FY2015 15% 62 total separations, of which 6 were involuntary terminations.
FY2016 17.5% 75 total separations, of which 12 were involuntary terminations.
FY2017 23% 100 total separations, of which 5 were involuntary terminations.

The average length of employment for all employees: 7.5 years as of 09.30.2017

Law Enforcement Legal Liability

Q. Is the City a party to any mutual aid agreements?

A. Yes. The City is a party to the Volusia County Mutual Aid Agreement.

Q. Number of full-time or part-time jailers?

A. None

Q. Does the city handle its own dispatching?

A. No

Q. Does the City participate in any internship or ride-along programs?

A. Yes, for a limited number of potential employees, and restricted to no more than twice per individual.

Q. Average number of years of service for current full-time sworn officers:

A. 7.5

Q. Has any claim been made or suit filed against the City or any person in their capacity as an official or employee in the past five (5) years related to Law Enforcement?

A. Yes

Q. Does the City have a detention facility of any kind?

A. Yes. There is a holding facility at the Police Department, with its use restricted only to processing.

Q. Year facility was built?

A. Certificate of Occupancy issued January 25, 2010

Q. Year facility last renovated?

A. Not applicable

Q. State certified occupancy?

A. No

Q. Average daily inmate population?

A. Not applicable. Holding facility only.

Q. Does the City house (i) adult prisoners only; (ii) males and females; (iii) violent and non-violent prisoners?

A. Not applicable. Holding facility only.

Q. Is the City's facility equipped with surveillance systems to monitor activity in the following areas: (i) individual detention cells; (ii) secured common areas; (iii) booking area; (iv) Sally port?

A. Yes

Q. What year was your facility last inspected by: (i) State corrections officials; (ii) Fire Inspectors; (iii) Department of Health?

A. Not applicable

Q. How many hours of training are required prior to employment as a guard or jailer?

A. Not applicable

General Liability

Q. Provide the person designated to handle general liability claims including allegations of abuse.

A. General liability claims are handled by the Risk Manager. Abuse claims are referred to the Administrative Services Director and then the City Attorney's Office for review. Claims are currently filed with FMIT and referred to FMIT's legal department as applicable.

Q. Have any members of staff been transferred because of allegations of sexual abuse?

A. No

Q. Are you aware of any circumstances that may result in a sexual abuse claim?

A. No

Q. Do you require groups using your facilities to provide a contractual hold harmless and Certificate of Insurance:

A. Yes

Q. Do you require groups using your facilities to make you an additional insured on their insurance policy?

A. Yes

Q. Do you sponsor/operate Children/Youth Programs?

A. Yes

Q. Do you sponsor/operate Senior Adult Programs?

A. Yes

Before School Program:

Do not operate

After School Program:	Do not operate
Are there any employees that are pilots:	No
Number of Parks / Playgrounds	26
Number of Skate Parks	1
Number of Spray Parks	2
Number of Docks/Piers	6
Number of Owned Watercraft	1
Number of Aircraft	0
Number of EMTs/Paramedics (including Fire Department and other First Responders	EMT: 24 Paramedics: 33
Wastewater	Yes
Water Utility	Yes

Fleet Automobile

Q. Provide the year the following were written or last updated:

Q. Fleet Management Safety Manual

A. A formal fleet management safety manual does not currently exist. Fleet adheres to F.D.O.T. guidelines.

Q. Driver Training Program

A. Each department that requires CDL endorsement for drivers has annual FMCSA refresher training. Other non-CDL drivers follow F.D.O.T. mandated training.

Q. MVR Criteria

A. Driver license checks conducted annually.

Q. Formal Written Accident Reporting Procedure

A. All departments provide written reports of motor vehicle accidents to Risk Management and Fleet Services. Forms and procedures were updated in 2017, followed by supervisory training for all departments.

Q. Employee Disciplinary Program for Driver Safety Violations

A. All motor vehicle accidents are reported to Risk Management and Fleet Services utilizing forms and procedures updated in 2017, which includes input as to cause, what corrective steps should be taken to avoid a like incident, and when and by whom those corrective steps will be implemented. Reports are reviewed by the involved employee's supervisor and Division Head, who determines individual coaching, counseling, recommended training, and/or discipline. Records are maintained of all motor vehicle accidents, including but not limited to vehicle involved, employee involved, third party involved, a brief description of the incident, and related injuries, if any.

Q. Identify any 15-passenger vans.

A. None

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not relitigate Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded or Purchase Order Issued to the lowest responsible responsive Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid Opportunities page www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time

vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required,” “as soon as possible” or “prompt” may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City’s list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.

- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non-response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is

obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short-listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

42. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

43. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

44. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

46. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

50. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

51. **INSURANCE**

If required upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Vendor shall maintain insurance during the life of the Contract.

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

53. **INSURANCE REQUIREMENTS**

If required upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Vendor shall maintain insurance during the life of the Contract.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage \$1,000,000 minimum	

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

57. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers,

employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

60. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

- (a) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:
 - (1) Port Orange business shall be granted up to eight percent (8%) of the available points.
 - (2) Volusia County business shall be granted up to five percent (5%) of the available points.
 - (3) Florida business shall be granted up to three percent (3%) of the available points.
 - (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

61. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

62. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

63. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

64. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

65. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

66. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

67. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

68. **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

69. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

70. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally Non-Mandatory. If it is Mandatory only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

71. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten, written in ink, or inputted electronically in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items,

Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

72. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

73. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

74. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

75. **PROPRIETARY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents

for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

76. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

77. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

78. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

79. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal**

for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

80. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

81. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

82. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

83. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

84. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

85. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

86. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

87. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

88. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

89. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

90. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

91. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

92. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

93. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

94. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

95. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

96. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

97. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

98. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Battaglia Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

99. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

100. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

101. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

102. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

103. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

104. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

105. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

106. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to the City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

107. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

108. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

109. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

110. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.

- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

111. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

112. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be for one (1) years and may, by agreement between the City of Port Orange and the vendor, be renewed for four (4) one (1) year periods subject to City Council approval. The City reserves the right to extend any contract after the last day of the current contract expiration date for a period of no more than 6 months.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this RFP, the Vendors must have the ability to prove in their submission that they meet all qualifications and working experience with the services as described in this RFP.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of one-year (1) year from the date of award.

The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent 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.

Submittal of a proposal shall constitute the Vendor's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Vendors responding to this solicitation shall provide one (1) original, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

Providers must provide information about their organization so that the City can evaluate the Providers' stability and ability to support the commitments set forth in the Proposal. Following is the information that Providers should include in this section: Please tab your response in the below order

TAB A – QUALIFICATIONS, EXPERIENCE AND EXPERTISE:

- The Proposer's background including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.
- Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. All Vendors shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- If the Provider is proposing to use a Subcontractor on this project, please provide background information on the Subcontractor, Provider relationship with that firm and the specific Services and/or products that the Subcontractor will be providing on the project. A complete list of

Subcontractors is required. The City has the right to approve all sub-contractors of the Provider at any time.

- State of incorporation of the entity.
- Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this project.
- Name of agent who is authorized to negotiate with the City of Port Orange.
- Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.

TAB B – COVERAGE:

- Proposers must provide a clear breakdown of coverages.
- Provide a base proposal for the same limits and retentions as provided in the current policies.

TAB C – COST OF INSURANCE PREMIUMS:

- Complete the **Compensation for Premiums Form** to include total annual costs for property and Casualty Insurance and Loss Control/Loss Prevention Services.
- Provide a clear cost of current policy premiums for the stated coverages individually broken out to accompany the **Compensation for Premiums Form**.
- Please list all applicable fees that comprise the total annual compensation on the **Compensation for Premium's Form**.

Per item 13 of the Scope of Services It is the desire of the City to have the flexibility to purchase all proposed coverages either as a package in whole or to purchase each proposed line of business on a "Stand Alone" basis. Those lines that must be purchased in combination with or as part of other coverages should be specifically stated in the proposal. Therefore, all proposals shall include a premium breakdown for each line of business proposed. If different premiums will apply to coverages when purchased separately, they should be specifically and clearly stated. Unless otherwise stated in the proposal, it will be assumed that the coverage(s) can be purchased separately. Although this RFP is written to request several types of coverage, at the sole discretion of the City, one or more types of coverage may not be purchased.

Prices shall be guaranteed and irrevocable for the first year of the Contract.

TAB D – CUSTOMER SERVICE AND ELECTRONIC ACCESSIBILITY:

- Explain your process for representing the City of Port Orange's position concerning recommendations made by the Property insurance carrier and, if requested, how does your firm conduct research to develop documentation to support the City of Port Orange's positions.
- The Proposer's intended approach toward achieving and measuring customer satisfaction.
- Provide a listing of your customer service team dedicated to the account and response times for claims.
- Provide a description of your Firms Electronic Self Help Menu.
- Provide a description of the Computer Internet/Intranet Resources, including Insurance Broker's Professional Risk Newsletter (If there is one)

TAB E – LOSS CONTROL/PREVENTION SERVICES:

- Describe your loss control/prevention services as it relates to expectations in the scope of services.
- Provide an example(s) of innovative solutions or approaches to loss/control /prevention services your firm proposes. (These can be additional or different to our requirements in the Scope of Services)
- Please indicate how your firms approach with loss Control/ Prevention Services results in total cost savings to the City.

TAB F – REFERENCES:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Provide a minimum of three (3) and a maximum of five (5) Client References (**DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES**) within the last five (5) years for the services described in this RFSQ. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
 1. Did they meet the terms of the contract?
 2. Did they respond in a timely manner to calls, requests, etc.?
 3. Did they provide adequate staff to take care of the needs of your company/agency?
 4. How was your experience in working with this Vendor?
 5. Overall, would you recommend this Vendor?

TAB G– REQUIRED FORMS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug-Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Professional References for Previous experience
- Form 9.8 Local Business Affidavit of Eligibility
- Service Response Form and Questionnaire.
- Compensation for Premiums Form

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA FOR WRITTEN PROPOSALS</u>	<u>CATEGORY SCORE</u>
<i>QUALIFICATIONS, EXPERIENCE AND EXPERTISE:.....</i>	<i>(25 points)</i>
<i>COVERAGE:.....</i>	<i>(25 points)</i>
<i>COST OF INSURANCE PREMIUMS:.....</i>	<i>(25 points)</i>
<i>CUSTOMER SERVICE AND ELECTRONIC ACCESSIBILITY:.....</i>	<i>(10 points)</i>
<i>LOSS CONTROL/PREVENTION SERVICES:.....</i>	<i>(10 points)</i>
<i>REFERENCES:.....</i>	<i>(5 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

RFP EVALUATION SCHEDULE:

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and may include City Council Member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned not to contact any staff or Council member of the City of Port Orange or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Vendors responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received

in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA FOR ORAL PROPOSALS</u>	<u>CATEGORY SCORE</u>
<i>QUALIFICATIONS, EXPERIENCE AND EXPERTISE:.....</i>	<i>(25 points)</i>
<i>COVERAGE:.....</i>	<i>(25 points)</i>
<i>COST OF INSURANCE PREMIUMS:.....</i>	<i>(25 points)</i>
<i>CUSTOMER SERVICE AND ELECTRONIC ACCESSIBILITY:.....</i>	<i>(10 points)</i>
<i>LOSS CONTROL/PREVENTION SERVICES:.....</i>	<i>(10 points)</i>
<i>REFERENCES:.....</i>	<i>(5 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Vendor’s Acknowledgement Form
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- _____ Form 9.4 – Drug-Free Preference Statement
- _____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- _____ Form 9.6 – Affidavit of Anti-Collusion Form
- _____ Form 9.7 – Professional References for Previous experience
- _____ Form 9.8 – Local Business Affidavit of Eligibility
- _____ Service Response Form and Questionnaire
- _____ Compensation for Premiums Form

Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please list three (3) current clients for Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services in the following order of preference: (i) Florida cities; (ii) other Florida public entities; and (iii) non-public entities:

Entity: _____

Address: _____

Contact: _____ Telephone: _____

Insurance Services/Coverages Provided: _____

Period of Time Services Were Provided: _____

Which Member(s) of Service Team: _____

Entity: _____

Address: _____

Contact: _____ Telephone: _____

Insurance Services/Coverages Provided: _____

Period of Time Services Were Provided: _____

Which Member(s) of Service Team: _____

Entity: _____

Address: _____

Contact: _____ Telephone: _____

Insurance Services/Coverages Provided: _____

Period of Time Services Were Provided: _____

Which Member(s) of Service Team: _____

This document must be completed and returned with your Submittal

FORM 9.8 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.8 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

SERVICE RESPONSE FORM AND QUESTIONNAIRE
City of Port Orange

Service Team / Office Information

1. List the primary agent and primary servicing office:

Primary Agent's Name: _____

License Number(s): _____

Number of Years' Experience: _____

Primary Service Office: _____

Address: _____

Telephone: _____

2. Will a Service Team be assigned to the City's account? ☐ Yes ☐ No

If yes, identify who: _____

3. Will a Team Leader be assigned to the City's Account? ☐ Yes ☐ No

If yes, identify who: _____

Insurance Marketing Experience

1. Identify the number of commercial insurance accounts currently serviced by the Team Leader:

Number _____

2. Identify the number of Florida public entity accounts currently serviced by the Team Leader:

Number _____

3. List the cities currently serviced by the proposed primary servicing office and their total insured property values:

District: _____ TIV: \$ _____

District: _____ TIV: \$ _____

District: _____ TIV: \$ _____

District: _____ TIV: \$ _____

District: _____ TIV: \$ _____

4. How many Florida public entity accounts, with the following total insured values, is the proposed primary servicing office currently servicing?

Up to \$49,999,999 _____

\$50,000,000 – 99,999,999 _____

Over \$1,000,00,000 _____

5. How many Florida public entity excess blanket property insurance programs with the following policy limits is the proposed primary servicing office currently servicing?

Up to \$49,999,999 _____

\$50,000,000 – 99,999,999 _____

Over \$1,000,00,000 _____

6. Identify the major property insurance companies/markets your firm is currently accessing for Florida public entities. (Include

Company	AM Best Rating
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Identify the top five (5) companies your firm is currently accessing for Florida public entities for the following:

Company/Market	AM Best Rating
General Liability Insurance (including Errors & Omissions):	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Auto Liability Insurance (including Inland Marine):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Workers' Compensation Insurance:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Property/Casualty Insurance:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Claims Assistance

1. Who will provide claims assistance to the City in the event of a major property loss/emergency? Please explain the process you will employ. Please provide a sample of a denial of coverage letter.

2. How will you aid in claim issues, filing notice, or resolution of coverage issues with an insurance company?

This document must be completed and returned with your Submittal

COMPENSATION FOR PREMIUMS FORM
(COST OF PREMIUM)
City of Port Orange

Indicate below the proposed total annual compensation for providing Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services to the City of Port Orange as outlined in the "Scope of Services" section of this RFP for the initial one (1) year service period.

10/01/2018 – 09/30/2019

Total Annual Compensation \$ _____

Please attach extra sheets needed to show breakdown of costs per instructions in Tab C.

Please indicate how compensation is calculated (*i.e.*, a commission? a fee?):

Please describe all wholesaler distributor compensation, if applicable:

Please identify all forms of compensation from any source other than the all-inclusive Total Annual Compensation Amount listed above:

If your company proposes an alternative compensation arrangement, please provide details below:

If your company proposes to receive compensation on a commission basis of insurance premiums, please provide the methodology and calculation of the compensation and include separately any performance bonuses and other forms of compensation, monetary and nonmonetary, which have been received in the past or which may be expected in the future:

Explain any potential conflicts of interest between your company and the insurance company that may affect the scope of services within this RFP. Explain how your company will deal with these:

This document must be completed and returned with your Submittal



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1

June 25, 2018

RFP #18-22 PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 31, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. Questions and Answers:

1. **Question:** FMIT Worker's Compensation loss runs 2013-2018?

Response: See FMIT Workers Compensation Members Loss Report attached to RFP 18-22

2. **Question:** Details on all Public Official/Employment Practices claims over \$10,000 and Details on all other claims in excess of \$25,000?

Response: For Public Official/Employment Practices and General Liability claims, see FMIT Members Quarterly Report – Liability/Property attached to RFP 18-22. For Workers' Compensation claims:

WC2008109799	While at a traffic stop, IW was rear-ended by a vehicle behind him straining his back.
WC2009113484	IW reports that his personal physician diagnosed him with hypertension.
WC2011118996	IW felt pain while lifting ladder; left shoulder.
WC2013126977	IW passed out while on duty. Transported to hospital.
WC2014128802	IW stood a patient up with the expectation that the patient would walk with assistance. The patient became wobbly so she chose to carry the patient, injuring her left hip.
WC2014129318	IW was spraying chlorine solution on top of an elevated water storage tank using a back sprayer when he slipped and fell off.
WC2014131013	IW states that she has developed hypertension over the course and scope of employment as a firefighter.
WC2014131174	Children were throwing balls during baseball practice when one of the balls struck IW in the face/left eye.
WC2015133582	IW stated his knee buckled while walking back to the fire engine. It had rained and there was water on the patient's walkway.
WC2016135136	IW was participating in SWAT training as part of the ERT. He was climbing a fence as part of the

	physical exercise program when he heard a popping sound from his left arm/elbow. Injury sustained in left arm/elbow.
WC2016135424	IW was conducting a search and opened a plastic thermos lid. The thermos contained a plastic Gatorade bottle filled with clear liquid. He breathed in possible ammonia gas fumes. Upon breathing the fumes, IW's throat became constricted, his eyes burned and he had a metallic taste in his mouth for over two hours.
WC2016136689	IW was attempting to take a felony suspect into custody when the suspect accelerated his vehicle away from the area, running over IW's right ankle. IW was standing next to the suspect vehicle. IW was alone in vehicle.
WC2016136693	IW was attempting to deploy stop sticks on a fleeing vehicle when the driver of the vehicle intentionally struck him with the side view mirror. Injury to right side of body.
WC2016136737	IW was responding to a motor vehicle accident with injuries and was involved in a traffic crash. With lights on and siren activated he proceeded thru intersection of Dunlawton and Nova and was struck by another motorist who failed to yield to emergency vehicle. This caused IW patrol car to spin around 180 degrees and strike raised concrete median. Secondary impact caused left side of IW body to collide with inside of driver's door.
WC2017138650	IW stepped onto a three foot block wall. He stated that when he transferred his body weight to his left leg, he felt a severe burning and popping sensation in his left knee.
WC2017138928	IW was walking down slope and lost footing, causing him to twist his left knee.
WC2017139010	IW was lifting a stop sign and felt a pop in his left shoulder.
WC2017139865	IW picked up a wheel chock and felt pain in her lower back.
WC2017140668	IW was involved in a motor vehicle accident. He was transported to the hospital. "Head injury due to trauma. Low back pain. Scalp laceration (5 stitches) Lumbar transverse process

3. **Question:** Underwriting information for the Travel Accident policy (numbers of employee by classification)?

Response:

Elected Officials	5
City Manager	1
Assistant City Manager	1
Police Chief	1
Finance Director	1
Administrative Services Director	1
Public Works Director	1
Parks & Recreation Director	1
Director of Community Development	1
Public Utilities Director	1
City Attorney	1
City Clerk	1
Fire Chief	1

4. **Question:** Copy of the FMIT Auto policy 2017-2018?

Response: Please see Auto Policy attachment

5. **Question:** FMIT Auto liability premium for 2015-2016 and for 2016-2017?

Response: Please see FY 2015-2016 and FY 2016-2017 attachment.

6. **Question:** FMIT Auto physical damage premium for 2015-2016 and 2016-2017?

Response: Please see FY 2015-2016 and FY 2016-2017 attachment.

7. **Question:** FMIT Workers Compensation Premiums for 2015-2016 and 2016-2017?

Response: Please see FY 2015-2016 and FY 2016-2017 attachment.

8. **Question:** The original IM schedule (contractor's equipment) total per the RFP is \$4,379.142. When we total this column, it is \$4,437.892. There must be an error in the formula?

Response: One cell did not include the necessary formula. Please see IM schedule attachment that totals \$4,437.892.

9. **Question:** The Employee Concentration worksheet is required to be completed for any location with employees?

Response: Please see attached Employee Concentration worksheet.

10. **Question:** Is there anything the City is trying to accomplish any cycles of procure regarding deductibles?

Response: City is not currently intending anything in particular with our bid other than making sure we do our due diligence through our purchasing program.

11. **Question:** Please provide the final audited WC premiums for 2015-2016 and 2016-2017?

Response: Please see the final audited WC premium attachments to this addendum.

12. **Question:** Please provide current WC premium history for 2017-2018.

Response: Please see RFP 18-22 Bid Document FY 18 + Insurance Policies, page 233.

13. **Question:** Please provide the WC Mod history

for: 2013-2014

2014-2015

2015-2016

2016-2017

2017-2018

Response: Please see WC Mod history attachments to this addendum.

14. **Question:** How do you handle open claims in a transition?

Response: The current policy is written to cover claims based on the date in which they occurred.

15. **Question:**

In reviewing my historical information on the AD&D for Fire/Police, I found a discrepancy that needs your direction. In 2015, then Risk Manager Paula Dichiarrà confirmed in an email that she and Alan Rosen did not want clerical police employees to be included in the AD&D coverage. Somehow over time this changed and AIG is currently in the 2017-2018 policy including clerical?

Response: Please see the 2017-2018 application attached to this addendum. Eligible persons is defined as "All full-time and part-time Law Enforcement Officers of the Policyholder." And "All full-time Fire Fighters of the Policyholder" This does not indicate to me that it should include any clerical employees. This should cover sworn employees. See the 2017-2018 application attached. This does not indicate that it should include any clerical employees. This should cover sworn employees. Additionally, please see page 6 of the previous attachment that defines the Law Enforcement Officer, which excludes support personnel.

16. **Question:** There are several large EPL claims. Please provide a detailed claim description and claimant name for the following claims?

File number GC2015080263 – DOL 01/29/15, Open with \$150,000 total incurred. File number GC2015081243 – DOL 06/10/15, Open with \$135,000 total incurred. File number GC2015082774– DOL 03/26/15, Open with \$114,000 total incurred. File number GC2017089143 – DOL 04/04/16, Open with \$87,000 total incurred.

Response: File number GC2015080263 – DOL 01/29/15, Open with \$150,000 total incurred. Alleged discrimination (sex/retaliation); mediation scheduled; employee terminated during probationary period. File number GC2015081243 – DOL 06/10/15, Open with \$135,000 total incurred. Alleged discrimination (age/failure to promote); pre-mediation. File number GC2015082774– DOL 03/26/15, Open with \$114,000 total incurred. Alleged discrimination

(age/disability); EEOC issued dismissals with no cause finding for both charges; no complaint filed. File number GC2017089143 – DOL 04/04/16, Open with \$87,000 total incurred. Alleged discrimination (race/national origin); pre-mediation; employee terminated during probationary period.

17. **Question:** Based on the challenging loss experience it will be very important to know their expiring limit, deductible and annual premium to determine our ability to be competitive. (David, the premium from FMIT isn't broken out so there is no way I can determine what the POL/EPLI premium is?)
Response: No additional information is available.

18. **Question:** What corrections and or changes has the insured implemented due to the EPL related matters?
Response: No additional information available. The City's policy on anti-harassment (provided previously) is provided to all employees, training is conducted, and items are investigated in accordance with policy and applicable law.

19. **Question:** Also, were there any common trends, employee(s) that were found in relation to the listed large matters?
Response: No

20. **Question:** Copy of their Employee Handbook/Policies and Procedures Manual?
Response: Please see attached links.

Civil Service Rules & Reg - https://portorange.sharepoint.com/:b:/g/ERrQiFTXiZGizo-wjLQqOcBbA3YxUCfKTKl_GUxRSu7w?e=NyMWeg

Policies & Proc - <https://portorange.sharepoint.com/:f:/g/EtNNKMeJTzdEqSGqRVVI-XwB5mSalQKsr-B4ZMOCfC6VA?e=4pzPK3>

Union Contracts:

https://portorange.sharepoint.com/:f:/g/EsZduu8FS1hDo0Lhz_xBAKYBzatv2ykhN3BJDuIB3Wdpdw?e=rgDffk

21. **Question:** Please provide details on all WC claims in excess of \$50,000 per the FMIT loss runs included in the RFP?
Response: Please see response for Addendum 1, question 2.

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. # 1

**FLORIDA LEAGUE OF CITIES
SPONSORED INSURANCE PROGRAMS
DECLARATIONS**

I. DESIGNATED MEMBER: City of Port Orange

Address: PO Box 291759
Port Orange, FL 32129-1759

II. COVERAGE PERIOD

From October 1, 2017 to October 1, 2018

12:01 A.M. Standard Time at the address of the Designated Member .

III. AGREEMENT NUMBER

Florida Municipal Insurance Trust (FMIT) FMIT #0496

IV. COVERAGES INCLUDED

General Liability
Automobile
Workers' Compensation

V. ESTIMATED ANNUAL PREMIUM

Normal Premium	Expense Constant	Incentive Credit	Net Premium
\$1,232,481	\$200	\$(416,923)	\$815,758



Signature of Authorized Representative

October 1, 2017

Date

**FLORIDA MUNICIPAL INSURANCE TRUST
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
DECLARATIONS**

I. DESIGNATED MEMBER:

City of Port Orange

Agreement No.: FMIT #0496

II. GOVERNMENT DESCRIPTION

Municipality

III. COVERAGE PERIOD

From 10/01/2017 to 10/01/2018 12:01 A.M. Standard Time at the address of the Designated Member

IV. AUTOMOBILE

	Premium Basis	Deductible/ Type	Limit	Net Premium
1. Automobile Liability	Per Schedule	\$0	\$2,000,000	\$121,523
Number of Vehicles	288			
2. Uninsured Motorists Protection **			** Applicable vehicles	** Included
3. Personal Injury Protection			\$10,000	Included
4. Automobile Medical Payments			\$5,000	Included
5. Automobile Physical Damage	Per Schedule	Per Schedule	N/A	\$22,905

V. This Agreement includes these endorsements and schedules : See Schedule B

VI. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

Normal Premium	Incentive Credit	Net Premium
\$167,763	\$(23,335)	\$144,428

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON
CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED
AGREEMENT.

FMIT AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE COVERAGES

October 1, 2017 - October 1, 2018 Scheduled Coverage Forms List

City of Port Orange, FMIT #0496

Schedule B

Form #	Description
FMIT AUTO SCH1002	Automobile Schedule
FMIT COND 1016	Conditions of Coverage
FMIT CA 1017	Coverage Agreement
FMIT AL 1016	Automobile Liability
FMIT UM 1013	Uninsured Motorists Protection
FMIT PIP 1014	Personal Injury Protection
FMIT AM 1007	Automobile Medical Payments
FMIT APD 1016	Automobile Physical Damage Coverage Form
FMIT ARR 1009	Rental Reimbursement Coverage
FMIT SE AL 1012	Specific Excess Endorsement - Automobile Liability
FMIT AE 1008	Employer - Provided Vehicles - Automobile Liability
FMIT Auto Manuscript-UM	Automobile Manuscript Endorsement #1

Automobile Schedule

City of Port Orange, FMIT #0496

10/01/2017 - 10/01/2018

Veh #	Eff Date	Exp Date	City #	Year	Make	Description	ID #	Cost New				
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
0	10/1/2017	10/1/2018										
			6619	\$224	\$0	\$0	\$0	n/a	n/a	n/a	\$0	\$224
0	10/1/2017	10/1/2018										
			6601	\$224	\$0	\$0	\$0	n/a	n/a	n/a	\$0	\$224
1	10/1/2017	10/1/2018	1403	1994	FORD	F350				7090	\$39,193	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$76	\$574
2	10/1/2017	10/1/2018	1527	2000	CHEVROLET	C1500				1285	\$16,616	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
3	10/1/2017	10/1/2018	1532	2000	GMC	S15 PICKUP				6163	\$11,874	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
4	10/1/2017	10/1/2018	1551	2000	CHEVROLET	C1500 PICKUP				4140	\$16,554	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
5	10/1/2017	10/1/2018	1553	2000	CHEVROLET	C2500				9120	\$17,848	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
6	10/1/2017	10/1/2018	1554	2000	FORD	ECONOLINE VAN				1021	\$19,473	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
7	10/1/2017	10/1/2018	1567	2001	GMC	JIMMY				7983	\$15,442	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$47	\$467
8	10/1/2017	10/1/2018	1600	2001	DODGE	RAM D 2500				1027	\$29,209	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$76	\$574
9	10/1/2017	10/1/2018	1602	2002	FORD	RANGER				4813	\$13,585	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
10	10/1/2017	10/1/2018	1606	2002	CH							
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$43	\$463
11	10/1/2017	10/1/2018	1607	2002	CHEVROLET	MALIBU				8047	\$13,349	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$43	\$463
12	10/1/2017	10/1/2018	1609	2002	CH							
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$47	\$467
13	10/1/2017	10/1/2018	1610	2002	CHEVROLET	BLAZER				3171	\$18,256	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$47	\$467
14	10/1/2017	10/1/2018	1611	2002	CH							
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$49	\$469
15	10/1/2017	10/1/2018	1634	2003	BUICK	CENTURY				0001	\$14,120	
				\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$42	\$465
16	10/1/2017	10/1/2018	1637	2003	CHEVROLET	S10 PICK UP				0857	\$19,082	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
17	10/1/2017	10/1/2018	1638	2003	CHEVROLET	S10 PICK UP				1446	\$18,012	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
18	10/1/2017	10/1/2018	1641	2003	FORD	RANGER				5078	\$12,908	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
19	10/1/2017	10/1/2018	1643	2003	FORD	RANGER				5077	\$14,603	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
20	10/1/2017	10/1/2018	1644	2003	FORD	RANGER				5079	\$14,603	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
21	10/1/2017	10/1/2018	1666	2004	FORD	RANGER				6664	\$13,255	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
22	10/1/2017	10/1/2018	1668	2004	FORD	RANGER				6665	\$14,850	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548

Automobile Schedule

City of Port Orange, FMIT #0496

10/01/2017 - 10/01/2018

Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New	
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
23	10/1/2017	10/1/2018	1685	2005 BUICK			CENTURY			8009	\$13,764	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$42	\$465
24	10/1/2017	10/1/2018	1683	2005 BUICK			CENTURY			8189	\$13,764	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$42	\$465
25	10/1/2017	10/1/2018	1687	2004 CHEVROLET			C1500			6357	\$14,540	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
26	10/1/2017	10/1/2018	1688	2004 FORD			F250			2429	\$21,301	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$60	\$558
27	10/1/2017	10/1/2018	1689	2004 FORD			ECONOLINE VAN			7624	\$17,890	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
28	10/1/2017	10/1/2018	1691	2004 FORD			F250			2428	\$36,837	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$76	\$574
29	10/1/2017	10/1/2018	1699	2005 FORD			RANGER			4091	\$12,580	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
30	10/1/2017	10/1/2018	1700	2005 FORD			RANGER			4092	\$13,609	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
31	10/1/2017	10/1/2018	1701	2005 CHEVROLET			SILVERADO K1500			7564	\$18,877	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
32	10/1/2017	10/1/2018	1702	2005 CHEVROLET			SILVERADO K1500			8930	\$18,877	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
33	10/1/2017	10/1/2018	1382	1994 FORD			F800			2896	\$54,983	
			31499	\$578	\$12	\$2	\$0	\$1000	n/a	\$1000	\$77	\$669
34	10/1/2017	10/1/2018	1568	2001 STERLING			LT 7500 DUMP TRUCK			9208	\$66,384	
			31479	\$526	\$12	\$2	\$0	\$1000	n/a	\$1000	\$101	\$641
35	10/1/2017	10/1/2018	1570	2001 STERLING			LT 7500 DUMP TRUCK			9210	\$66,384	
			31479	\$526	\$12	\$2	\$0	\$1000	n/a	\$1000	\$101	\$641
36	10/1/2017	10/1/2018	1571	2001 STERLING			LT 7500 DUMP TRUCK			9211	\$66,384	
			31479	\$526	\$12	\$2	\$0	\$1000	n/a	\$1000	\$101	\$641
37	10/1/2017	10/1/2018	1575	2001 STERLING			LT 7500 DUMP TRUCK			9209	\$66,384	
			31479	\$526	\$12	\$2	\$0	\$1000	n/a	\$1000	\$101	\$641
38	10/1/2017	10/1/2018	1576	2001 STERLING			LT 7500 DUMP TRUCK			2200	\$66,384	
			31479	\$526	\$12	\$2	\$0	\$1000	n/a	\$1000	\$101	\$641
39	10/1/2017	10/1/2018	1601	2002 STERLING			LT 7500 VAC CON			4013	\$183,791	
			40499	\$1,294	\$12	\$2	\$0	\$1000	n/a	\$1000	\$249	\$1,557
40	10/1/2017	10/1/2018	1660	1986 FORD			LN8000			8841	\$5,000	
			31499	\$578	\$12	\$2	\$0	\$1000	n/a	\$1000	\$19	\$611
41	10/1/2017	10/1/2018	1696	2004 STERLING			LT 500 DUMP TRUCK			8950	\$66,351	
			31479	\$526	\$12	\$2	\$0	\$1000	n/a	\$1000	\$101	\$641
42	10/1/2017	10/1/2018	1631	2003 PIERCE			CUSTOM PUMPER			2955	\$261,514	
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$126	\$582
43	10/1/2017	10/1/2018	1664	2004 PIERCE			ENFORCER			4027	\$305,210	
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$145	\$601
44	10/1/2017	10/1/2018	1733	2005 STERLING			DUMP TRUCK			3615	\$105,972	
			31479	\$526	\$12	\$2	\$0	\$1000	n/a	\$1000	\$116	\$656
45	10/1/2017	10/1/2018	1734	2005 STERLING			DUMP TRUCK			3615	\$105,972	
			31479	\$526	\$12	\$2	\$0	\$1000	n/a	\$1000	\$116	\$656
46	10/1/2017	10/1/2018	1736	2006 CHEVROLET			COLORADO			7275	\$14,805	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548

Automobile Schedule

City of Port Orange, FMIT #0496

10/01/2017 - 10/01/2018

Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New	
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
47	10/1/2017	10/1/2018	1724		2005 CHEVROLET		IMPALA			6754	\$19,837	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$46	\$469
48	10/1/2017	10/1/2018	1725		2005 CHEVROLET		IMPALA			0840	\$19,837	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$46	\$469
49	10/1/2017	10/1/2018	1712		2005 FORD		CROWN VICTORIA			1503	\$23,637	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$47	\$470
50	10/1/2017	10/1/2018	1727		2005 CHEVROLET		BLAZER			2384	\$18,879	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$47	\$467
51	10/1/2017	10/1/2018	1730		2005 CHEVROLET		KODIAK 12FT STAKE			1180	\$37,125	
			21499	\$509	\$12	\$2	\$0	\$1000	n/a	\$1000	\$58	\$581
52	10/1/2017	10/1/2018	1731		2005 CHEVROLET		KODIAK DUMP BODY			1359	\$37,490	
			21479	\$460	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$531
53	10/1/2017	10/1/2018	1737		2006 FORD		F250			2551	\$27,242	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$76	\$574
54	10/1/2017	10/1/2018	1738		2006 FORD		F250			2552	\$27,242	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$76	\$574
55	10/1/2017	10/1/2018	1750		2006 CHEVROLET		COLORADO			1571	\$14,355	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
56	10/1/2017	10/1/2018	1751		2006 CHEVROLET		COLORADO			2187	\$14,355	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
57	10/1/2017	10/1/2018	1752		2006 CHEVROLET		COLORADO			3639	\$14,355	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
58	10/1/2017	10/1/2018	1753		2006 CHEVROLET		COLORADO			5601	\$14,355	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
59	10/1/2017	10/1/2018	1754		2006 CHEVROLET		COLORADO			4576	\$16,700	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
60	10/1/2017	10/1/2018	1755		2006 CHEVROLET		COLORADO			4618	\$18,215	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
61	10/1/2017	10/1/2018	1757		2006 FORD		ECONOLINE VAN			1621	\$19,644	
			7912	\$443	\$17	\$2	\$0	\$1000	n/a	\$1000	\$60	\$522
62	10/1/2017	10/1/2018	1758		2007 FORD		F250			2282	\$33,589	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$76	\$574
63	10/1/2017	10/1/2018	1759		2007 FORD		F250			2283	\$27,462	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$76	\$574
64	10/1/2017	10/1/2018	1760		2006 FORD		ECONOLINE VAN			1626	\$17,320	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
65	10/1/2017	10/1/2018	1772		2007 FORD		F250			2281	\$30,824	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$76	\$574
66	10/1/2017	10/1/2018	1773		2007 FORD		F250			2279	\$36,270	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$76	\$574
67	10/1/2017	10/1/2018	1774		2007 FORD		F250			2280	\$30,804	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$76	\$574
68	10/1/2017	10/1/2018	1775		2007 STERLING		VAC CON TRUCK			3521	\$27,216	
			21499	\$509	\$12	\$2	\$0	\$1000	n/a	\$1000	\$58	\$581
69	10/1/2017	10/1/2018	1776		2007 FORD		FOCUS			6959	\$13,783	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$43	\$463
70	10/1/2017	10/1/2018	1780		2007 CHEVROLET		COLORADO			3002	\$14,163	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548

Automobile Schedule

City of Port Orange, FMIT #0496

10/01/2017 - 10/01/2018

Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New	
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
71	10/1/2017	10/1/2018	1781	2007 CHEVROLET			COLORADO			4605	\$14,163	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
72	10/1/2017	10/1/2018	1782	2007 CHEVROLET			COLORADO			3364	\$16,653	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$57	\$555
73	10/1/2017	10/1/2018	1785	2007 CHEVROLET			IMPALA			4252	\$20,389	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$47	\$470
74	10/1/2017	10/1/2018	1788	2007 CHEVROLET			IMPALA			6455	\$20,389	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$47	\$470
75	10/1/2017	10/1/2018	1789	2007 CHEVROLET			IMPALA			4550	\$20,389	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$47	\$470
76	10/1/2017	10/1/2018	1790	2007 CHEVROLET			IMPALA			5181	\$20,389	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$47	\$470
77	10/1/2017	10/1/2018	1793	2008 FORD			F550			3258	\$43,340	
			21499	\$509	\$12	\$2	\$0	\$1000	n/a	\$1000	\$99	\$622
78	10/1/2017	10/1/2018	1794	2008 FORD			F250			1093	\$29,137	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$98	\$596
79	10/1/2017	10/1/2018	1795	2008 FORD			F250			1094	\$29,137	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$98	\$596
80	10/1/2017	10/1/2018	1796	2008 FORD			F250			1095	\$29,137	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$98	\$596
81	10/1/2017	10/1/2018	1797	2008 FORD			F250			1097	\$29,137	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$98	\$596
82	10/1/2017	10/1/2018	1798	2008 FORD			F250			1096	\$29,137	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$98	\$596
83	10/1/2017	10/1/2018	1799	2008 FORD			F250			1098	\$29,137	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$98	\$596
84	10/1/2017	10/1/2018	1813	2008 CHEVROLET			COLORADO			9714	\$12,253	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$63	\$561
85	10/1/2017	10/1/2018	1814	2008 CHEVROLET			SILVERADO			0218	\$18,142	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$72	\$570
86	10/1/2017	10/1/2018	1815	2008 CHEVROLET			SILVERADO			8811	\$30,204	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$98	\$596
87	10/1/2017	10/1/2018	1821	2009 CHEVROLET			COLORADO			2715	\$21,282	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$84	\$582
88	10/1/2017	10/1/2018	1726	2006 FO				\$23		\$1000	\$53	\$496
			7398	\$400	\$16	\$4	\$23	\$1000	n/a	\$1000	\$53	\$496
89	10/1/2017	10/1/2018	1825	2009 CHEVROLET			IMPALA			6301	\$21,707	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$67	\$490
90	10/1/2017	10/1/2018	1826	2009 CH								
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$67	\$490
91	10/1/2017	10/1/2018	1827	2009 CHEVROLET			IMPALA			6949	\$21,707	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$67	\$490
92	10/1/2017	10/1/2018	1828	2009 CHEVROLET			IMPALA			7082	\$21,707	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$67	\$490
93	10/1/2017	10/1/2018	1829	2009 C			IEVROLET			7779	\$21,707	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$67	\$490
94	10/1/2017	10/1/2018	1830									
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$67	\$490

Automobile Schedule

City of Port Orange, FMIT #0496

10/01/2017 - 10/01/2018

Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New		
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total	Prem
95	10/1/2017	10/1/2018	1838	2010	HARLEY DAVIDSON	FLHP				6862	\$16,725		
			7986	\$400	\$0	\$1	\$0	n/a	0	\$1000	\$163	\$564	
96	10/1/2017	10/1/2018	1839	2010	HARLEY DAVIDSON	FLHP				6951	\$16,725		
			7986	\$400	\$0	\$1	\$0	n/a	0	\$1000	\$163	\$564	
97	10/1/2017	10/1/2018	1832	2010	PIERCE	CONTENDER				0391	\$408,339		
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$281	\$737	
98	10/1/2017	10/1/2018	1802	2008	TATRA	BRUSH TRUCK				1574	\$401,676		
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$233	\$689	
99	10/1/2017	10/1/2018	1808	2008	CHEVROLET	IMPALA				0051	\$22,567		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$62	\$485	
100	10/1/2017	10/1/2018	1811	2008	CHEVROLET	IMPALA				5678	\$22,567		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$62	\$485	
101	10/1/2017	10/1/2018	1812	2008	CHEVROLET	IMPALA				5126	\$22,567		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$62	\$485	
102	10/1/2017	10/1/2018	1831	2009	CHEVROLET	IMPALA				7525	\$21,707		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$67	\$490	
103	10/1/2017	10/1/2018	1835	2005	NISSAN	ALTIMA				3716	\$9,890		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$39	\$462	
104	10/1/2017	10/1/2018	1840	2010	CHEVROLET	IMPALA				1306	\$22,176		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
105	10/1/2017	10/1/2018	1841	2010	CHEVROLET	IMPALA				2171	\$22,176		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
106	10/1/2017	10/1/2018	1842	2010	CHEVROLET	IMPALA				2644	\$22,176		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
107	10/1/2017	10/1/2018	1843	2010	CHEVROLET	IMPALA				2674	\$22,176		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
108	10/1/2017	10/1/2018	1844	2010	CHEVROLET	IMPALA				3036	\$22,179		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
109	10/1/2017	10/1/2018	1845	2010	CHEVROLET	IMPALA				4385	\$22,176		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
110	10/1/2017	10/1/2018	1846	2010	CHEVROLET	IMPALA				4438	\$22,176		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
111	10/1/2017	10/1/2018	1847	2010	CHEVROLET	IMPALA				4546	\$22,176		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
112	10/1/2017	10/1/2018	1848	2010	CHEVROLET	IMPALA				4654	\$22,176		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
113	10/1/2017	10/1/2018	1849	2010	CHEVROLET	IMPALA				5285	\$22,176		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
114	10/1/2017	10/1/2018	1850	2010	CHEVROLET	IMPALA				1411	\$22,097		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
115	10/1/2017	10/1/2018	1851	2010	FORD	FUSION HYBRID				1766	\$22,097		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$74	\$497	
116	10/1/2017	10/1/2018	1852	2010	FORD	FUSION HYBRID				1370	\$27,082		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$79	\$502	
117	10/1/2017	10/1/2018	1853	2010	FORD	FUSION HYBRID				7602	\$27,082		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$79	\$502	
118	10/1/2017	10/1/2018	1854	2010	FORD	FUSION HYBRID				7603	\$27,082		
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$79	\$502	

Automobile Schedule

City of Port Orange, FMIT #0496

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Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New	
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
119	10/1/2017	10/1/2018	1855	2010	FORD		FUSION HYBRID			7604	\$27,082	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$79	\$502
120	10/1/2017	10/1/2018	1856	2010	FORD		FUSION HYBRID			7605	\$27,082	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$79	\$502
121	10/1/2017	10/1/2018	1857	2011	FORD		F550 W/ABC VANBODY			6167	\$135,032	
			21499	\$509	\$12	\$2	\$0	\$1000	n/a	\$1000	\$218	\$741
122	10/1/2017	10/1/2018	1858	2011	FORD		F350 4X4 PICKUP			9551	\$34,095	
			21499	\$509	\$12	\$2	\$0	\$1000	n/a	\$1000	\$90	\$613
123	10/1/2017	10/1/2018	1859	2011	INTERNATIONAL		4300 DUMP			6704	\$67,212	
			21479	\$460	\$12	\$2	\$0	\$1000	n/a	\$1000	\$161	\$635
124	10/1/2017	10/1/2018	1860	2011	FORD		F250			4988	\$35,552	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$121	\$619
125	10/1/2017	10/1/2018	1862	2011	CHEVROLET		IMPALA			7169	\$23,256	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$83	\$506
126	10/1/2017	10/1/2018	1861	2011	CHEVROLET		IMPALA			4096	\$22,971	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$83	\$506
127	10/1/2017	10/1/2018	1863	2011	CHEVROLET		SILVERADO 2500			8634	\$32,186	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$121	\$619
128	10/1/2017	10/1/2018	1866	2011	CHEVROLET		SILVERADO K 2500CC			6004	\$39,404	
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$49	\$505
129	10/1/2017	10/1/2018	1867	2011	CHEVROLET		SILVERADO K 2500EXT			1914	\$38,174	
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$49	\$505
130	10/1/2017	10/1/2018	1868	2011	CHEVROLET		SILVERADO K 2500EXT			5577	\$38,174	
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$49	\$505
131	10/1/2017	10/1/2018	1864	2011	CHEVROLET		TAHOE			2752	\$31,678	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$88	\$511
132	10/1/2017	10/1/2018	1865	2011	CHEVROLET		TAHOE			2925	\$31,678	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$88	\$511
133	10/1/2017	10/1/2018	1869	2011	CHEVROLET		SILVERADO K 2500EXT			9629	\$41,174	
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$65	\$521
134	10/1/2017	10/1/2018	1870	2012	CHEVROLET		COLORADO			3062	\$15,652	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$98	\$596
135	10/1/2017	10/1/2018	1871	2012	CHEVROLET		COLORADO EXTCAB			8959	\$18,927	
			7912	\$443	\$17	\$2	\$0	\$1000	n/a	\$1000	\$101	\$563
136	10/1/2017	10/1/2018	1872	2012	CHEVROLET		COLORADO EXT CAB 4X4			9160	\$23,245	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$104	\$602
137	10/1/2017	10/1/2018	1873	2012	CHEVROLET		COLORADO EXT CAB 4X4			9162	\$23,245	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$104	\$602
138	10/1/2017	10/1/2018	1879	2012	CH							
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
139	10/1/2017	10/1/2018	1880	2012	CHEVROLET		IMPALA			5442	\$22,975	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
140	10/1/2017	10/1/2018	1881	2012	CH							
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
141	10/1/2017	10/1/2018	1875	2012	CHEVROLET		IMPALA			2992	\$22,975	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
142	10/1/2017	10/1/2018	1877	2012	CHEVROLET		IMPALA			4781	\$22,975	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516

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City of Port Orange, FMIT #0496

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Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New	
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
143	10/1/2017	10/1/2018	1882	2012 CHEVROLET			IMPALA			5938	\$22,975	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
144	10/1/2017	10/1/2018	1874	2012 CHEVROLET			IMPALA			2723	\$22,975	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
145	10/1/2017	10/1/2018	1878	2012 CHEVROLET			IMPALA			4896	\$22,975	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
146	10/1/2017	10/1/2018	1885	2012 FORD			F550 W/DUMP			2655	\$42,936	
			21479	\$460	\$12	\$2	\$0	\$1000	n/a	\$1000	\$139	\$613
147	10/1/2017	10/1/2018	1886	2012 INTERNATIONAL			WORK STAR/VAC CON			8356	\$322,256	
			21499	\$509	\$12	\$2	\$0	\$1000	n/a	\$1000	\$529	\$1,052
148	10/1/2017	10/1/2018	1883	2012 PIERCE			SABER			3152	\$424,946	
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$352	\$808
149	10/1/2017	10/1/2018	1887	2012 CHEVROLET			CAPRICE			6328	\$24,918	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
150	10/1/2017	10/1/2018	1888	2012 CHEVROLET			CAPRICE			6425	\$24,918	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
151	10/1/2017	10/1/2018	1889	2012 CHEVROLET			CAPRICE			7650	\$24,918	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
152	10/1/2017	10/1/2018	1890	2012 CHEVROLET			CAPRICE			7656	\$24,918	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
153	10/1/2017	10/1/2018	1891	2012 CHEVROLET			CAPRICE			8733	\$24,918	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
154	10/1/2017	10/1/2018	1892	2012 CHEVROLET			CAPRICE			9868	\$24,918	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
155	10/1/2017	10/1/2018	1893	2012 CHEVROLET			CAPRICE			9897	\$24,918	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
156	10/1/2017	10/1/2018	1894	2012 CHEVROLET			CAPRICE			9901	\$24,918	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
157	10/1/2017	10/1/2018	1895	2012 CHEVROLET			CAPRICE			9902	\$24,918	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$93	\$516
158	10/1/2017	10/1/2018	1896	2002 FORD			F150 PICKUP			6971	\$15,000	
			7911	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$50	\$548
159	10/1/2017	10/1/2018	2001	2013 CHEVROLET			SILVERADO			5427	\$19,638	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$102	\$600
160	10/1/2017	10/1/2018	2002	2013 CHEVROLET			MALIBU			1184	\$21,637	
			01499	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$103	\$523
161	10/1/2017	10/1/2018	2003	2013 CHEVROLET			MALIBU			3602	\$21,637	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$103	\$523
162	10/1/2017	10/1/2018	2004	2013 CHEVROLET			C2500 UTILITY			3412	\$33,877	
			7398	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$140	\$638
163	10/1/2017	10/1/2018	2005	2013 TO								
			01499	\$49	\$1	\$1	\$0	\$1000	n/a	\$1000	\$23	\$74
164	10/1/2017	10/1/2018	2006	2013 CHEVROLET			C2500 UTILITY			5063	\$33,877	
			68499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$140	\$638
165	10/1/2017	10/1/2018	2007	2013 C IEVROLET			C2500 UTILITY			1428	\$33,877	
			01499									
166	10/1/2017	10/1/2018	2008									
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$140	\$638

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Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New	
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
167	10/1/2017	10/1/2018	2009	2013	CHEVROLET		C2500 UTILITY			4467	\$33,877	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$140	\$638
168	10/1/2017	10/1/2018	2010	2013	CHEVROLET		C2500 4X4 UTILITY			9400	\$38,533	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$140	\$638
169	10/1/2017	10/1/2018	2011	2013	NISSAN		ALTIMA SEDAN			7602	\$20,458	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$103	\$523
170	10/1/2017	10/1/2018	2012	2013	TOYOTA		TACOMA PICKUP			3087	\$20,400	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$109	\$607
171	10/1/2017	10/1/2018	2013	2013	CHEVROLET		2500HD UTILITY			1266	\$33,877	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$140	\$638
172	10/1/2017	10/1/2018	2014	2013	CH							
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$140	\$638
173	10/1/2017	10/1/2018	2015	2013	NISSAN		ALTIMA SEDAN			6851	\$20,458	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$103	\$523
174	10/1/2017	10/1/2018	2016	2013	CHEVROLET		2500HD CREW CAB			1689	\$38,938	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$140	\$638
175	10/1/2017	10/1/2018	2017	2013	TOYOTA		TACOMA 4X4			2518	\$23,851	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$109	\$607
176	10/1/2017	10/1/2018	2018	2013	TO							
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$109	\$607
177	10/1/2017	10/1/2018	2019	2013	FORD		F150 4X4 PICKUP			9555	\$22,920	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$109	\$607
178	10/1/2017	10/1/2018	2027	2013	CHEVROLET		CAPRICE			0798	\$26,242	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$109	\$529
179	10/1/2017	10/1/2018	2037	2014	PIERCE		SABER PUMPER			4106	\$429,508	
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$422	\$878
180	10/1/2017	10/1/2018	2020	2013	FORD		FUSION SE			4412	\$18,896	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$95	\$515
181	10/1/2017	10/1/2018	2021	2013	FORD		FUSION SE			4413	\$18,896	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$95	\$515
182	10/1/2017	10/1/2018	2022	2014	FORD		TAURUS SE SEDAN			8072	\$20,198	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$108	\$528
183	10/1/2017	10/1/2018	2023	2014	FORD		TAURUS SE SEDAN			8071	\$20,198	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$108	\$528
184	10/1/2017	10/1/2018	2024	2013	CHEVROLET		CAPRICE			1564	\$26,242	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$109	\$529
185	10/1/2017	10/1/2018	2025	2013	CHEVROLET		CAPRICE			1565	\$26,242	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$109	\$529
186	10/1/2017	10/1/2018	2026	2013	CHEVROLET		CAPRICE			0797	\$26,242	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$109	\$529
187	10/1/2017	10/1/2018	2028	2013	CHEVROLET		CAPRICE			0819	\$26,242	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$109	\$529
188	10/1/2017	10/1/2018	2029	2013	CHEVROLET		CAPRICE			0821	\$26,242	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$109	\$529
189	10/1/2017	10/1/2018	2031	2013	CHEVROLET		CAPRICE			3567	\$30,942	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$109	\$529
190	10/1/2017	10/1/2018	2032	2013	CHEVROLET		CAPRICE			0820	\$26,242	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$109	\$529

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Veh #	Eff Date	Exp Date	City #	Year	Make	Description	ID #	Cost New				
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
191	10/1/2017	10/1/2018	2033		2013 CHEVROLET	CAPRICE				0796	\$26,242	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$109	\$529
192	10/1/2017	10/1/2018	2034		2013 CHEVROLET	CAPRICE				1566	\$30,942	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$109	\$529
193	10/1/2017	10/1/2018	2035		2013 FORD	TAURUS CARGO				4706	\$26,242	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$140	\$638
194	10/1/2017	10/1/2018	2036		2013 FO							
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$140	\$638
195	10/1/2017	10/1/2018	2030		2013 CHEROLET	2500 HD				5315	\$47,053	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$191	\$689
196	10/1/2017	10/1/2018	2038		2014 CHEVROLET	2500 HD UTILITY				8012	\$25,812	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$158	\$656
197	10/1/2017	10/1/2018	2042		2014 CHEVROLET	2500 HD UTILITY				7858	\$25,812	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$158	\$656
198	10/1/2017	10/1/2018	2040		2014 CH							
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$99	\$522
199	10/1/2017	10/1/2018	2041		2014 CHEVROLET	CAPTIVA SUV				4985	\$19,648	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$99	\$522
200	10/1/2017	10/1/2018	2043		2014 FO							
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$108	\$528
201	10/1/2017	10/1/2018	2044		2014 FORD	TRANSIT				9504	\$22,000	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$108	\$528
202	10/1/2017	10/1/2018	2039		2014 PIERCE	AERIAL FIRE TRUCK				4539	\$780,000	
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$742	\$1,198
203	10/1/2017	10/1/2018	2045		2014 FORD	EXPLORER				9540	\$25,231	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$117	\$537
204	10/1/2017	10/1/2018	2048		2013 CHEVROLET	2500 HD				4893	\$40,820	
			7912	\$443	\$17	\$2	\$0	\$1000	n/a	\$1000	\$195	\$657
205	10/1/2017	10/1/2018	2046		2014 FORD	INTERCEPTOR				0152	\$36,801	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$114	\$537
206	10/1/2017	10/1/2018	2047		2014 FORD	INTERCEPTOR				0153	\$36,800	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$114	\$537
207	10/1/2017	10/1/2018	2052		2015 CHEVROLET	CRUZE SEDAN				2804	\$17,700	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$105	\$528
208	10/1/2017	10/1/2018	9609		2015 BIG TEX	16' TRAILER				6038	\$7,500	
			68499	\$49	\$1	\$0	\$0	\$1000	n/a	\$1000	\$27	\$77
209	10/1/2017	10/1/2018	9539		2014 DIAMOND	8.5X16 CARGO TRAILER				2110	\$6,400	
			68499	\$49	\$1	\$0	\$0	\$1000	n/a	\$1000	\$26	\$76
210	10/1/2017	10/1/2018	2055		2015 CHEVROLET	SILVERADO 4X2 PICKUP				6999	\$18,653	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$121	\$619
211	10/1/2017	10/1/2018	2057		2015 CHEVROLET	SILVERADO 4X4 PICKUP				2808	\$24,586	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$130	\$628
212	10/1/2017	10/1/2018	2053		2015 CH							
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$121	\$619
213	10/1/2017	10/1/2018	2054		2015 CHEVROLET	SILVERADO 4X2 PICKUP				8073	\$18,653	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$121	\$619
214	10/1/2017	10/1/2018	2056		2015 CHEVROLET	SILVERADO 4X2 PICKUP				7354	\$18,653	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$121	\$619

Automobile Schedule

City of Port Orange, FMIT #0496

10/01/2017 - 10/01/2018

Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New	
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
215	10/1/2017	10/1/2018	2059	2015	FORD		ESCAPE			3741	\$18,925	
			7398	\$400	\$16	\$4	\$23	\$1000	n/a	\$1000	\$108	\$551
216	10/1/2017	10/1/2018	2058	2015	CHEVROLET		TAHOE 4X4			5267	\$31,381	
			7908	\$400	\$13	\$4	\$0	\$1000	n/a	\$1000	\$54	\$471
217	10/1/2017	10/1/2018	2060	2015	FORD		INTERCEPTOR			9495	\$38,000	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$121	\$544
218	10/1/2017	10/1/2018	2061	2015	FORD		INTERCEPTOR			9496	\$32,000	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$121	\$544
219	10/1/2017	10/1/2018	2062	2015	FORD		INTERCEPTOR			9497	\$32,000	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$121	\$544
220	10/1/2017	10/1/2018	2063	2015	FORD		INTERCEPTOR			9498	\$32,000	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$121	\$544
221	10/1/2017	10/1/2018	2064	2015	FORD		INTERCEPTOR			9499	\$32,000	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$121	\$544
222	10/1/2017	10/1/2018	2067	2015	FORD		INTERCEPTOR			9502	\$32,000	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$121	\$544
223	10/1/2017	10/1/2018	2074	2015	FORD		TAURUS SE SEDAN			3860	\$23,000	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$116	\$536
224	10/1/2017	10/1/2018	2065	2015	FORD		INTERCEPTOR			9500	\$32,000	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$121	\$544
225	10/1/2017	10/1/2018	2068	2015	CHEVROLET		SILVERADO			0400	\$23,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$130	\$628
226	10/1/2017	10/1/2018	2066	2015	FORD		INTERCEPTOR			9501	\$32,000	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$121	\$544
227	10/1/2017	10/1/2018	2069	2015	FORD		F-350 UTILITY			2524	\$39,000	
			21499	\$509	\$12	\$2	\$0	\$1000	n/a	\$1000	\$126	\$649
228	10/1/2017	10/1/2018	2070	2015	FORD		F-250 UTILITY			0619	\$30,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$167	\$665
229	10/1/2017	10/1/2018	2072	2015	NISSAN		FRONTIER			2876	\$17,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$121	\$619
230	10/1/2017	10/1/2018	2073	2015	FORD		TAURUS SEDAN			3859	\$23,000	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$116	\$536
231	10/1/2017	10/1/2018	2081	2016	FORD		F550			6530	\$90,382	
			21499	\$509	\$12	\$2	\$0	\$1000	n/a	\$1000	\$234	\$757
232	10/1/2017	10/1/2018	2082	2015	CHEVY		EXPRESS			1457	\$25,459	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$167	\$665
233	10/1/2017	10/1/2018	2083	2015	PIERCE		IMPEL			5933	\$666,769	
			7909	\$443	\$11	\$2	\$0	\$1000	n/a	\$1000	\$673	\$1,129
234	10/1/2017	10/1/2018	2085	2016	VIC							
			7986	\$400	\$0	\$1	\$0	n/a	0	\$1000	\$204	\$605
235	10/1/2017	10/1/2018	2086	2016	VICTORY		MOTORCYCLE			4718	\$32,864	
			7986	\$400	\$0	\$1	\$0	n/a	0	\$1000	\$204	\$605
236	10/1/2017	10/1/2018	2087	2016	VIC							
			7986	\$400	\$0	\$1	\$0	n/a	0	\$1000	\$204	\$605
237	10/1/2017	10/1/2018	2088	2016	VICTORY		MOTORCYCLE			7784	\$32,864	
			7986	\$400	\$0	\$1	\$0	n/a	0	\$1000	\$204	\$605
238	10/1/2017	10/1/2018	2089									
			7986	\$400	\$0	\$1	\$0	n/a	0	\$1000	\$204	\$605

Automobile Schedule

City of Port Orange, FMIT #0496

10/01/2017 - 10/01/2018

Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New	
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
239	10/1/2017	10/1/2018	2084	2015 FREIGHTLINER		M2 TRASH				9800	\$135,348	
			50499	\$1,414	\$12	\$2	\$0	\$1000	n/a	\$1000	\$488	\$1,916
240	10/1/2017	10/1/2018	2090	2016 FORD		F450				6529	\$66,000	
			21499	\$509	\$12	\$2	\$0	\$1000	n/a	\$1000	\$233	\$756
241	10/1/2017	10/1/2018	2091	2016 FREIGHTLINER		VACCUM				0683	\$351,848	
			50499	\$1,414	\$12	\$2	\$0	\$1000	n/a	\$1000	\$1,216	\$2,644
242	10/1/2017	10/1/2018	2092	2003 DODGE		DAKOTA				9689	\$0	
			01499	\$484	\$12	\$2	\$0	n/a	n/a	n/a	\$0	\$498
243	10/1/2017	10/1/2018	2093	2016 FORD		F150				6135	\$20,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$128	\$626
244	10/1/2017	10/1/2018	2094	2016 FORD		F150				6136	\$20,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$128	\$626
245	10/1/2017	10/1/2018	2095	2016 FORD		F150				6137	\$20,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$128	\$626
246	10/1/2017	10/1/2018	2096	2016 FORD		F150				6138	\$20,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$128	\$626
247	10/1/2017	10/1/2018	2097	2016 FORD		F150				6139	\$20,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$128	\$626
248	10/1/2017	10/1/2018	2099	2016 FORD		F150				7654	\$22,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$136	\$634
249	10/1/2017	10/1/2018	2101	2016 FORD		F150				7665	\$23,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$136	\$634
250	10/1/2017	10/1/2018	2098	2016 FORD		F150				6140	\$20,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$128	\$626
251	10/1/2017	10/1/2018	2100	2016 FORD		F150				7664	\$23,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$136	\$634
252	10/1/2017	10/1/2018	2102	2016 FORD		F150				7663	\$23,000	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$136	\$634
253	10/1/2017	10/1/2018	2050	2014 FORD		INTERCEPTOR				5443	\$31,500	
				\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$114	\$537
254	10/1/2017	10/1/2018	2111	2016 FORD		TRANSIT				1681	\$19,973	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$119	\$539
255	10/1/2017	10/1/2018	2107	2016 FORD		TRANSIT				1415	\$19,973	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$119	\$539
256	10/1/2017	10/1/2018	2104	2016 FO								
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
257	10/1/2017	10/1/2018	2105	2016 FORD		INTERCEPTOR				3547	\$31,500	
				\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
258	10/1/2017	10/1/2018	2112	2016 FO								
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
259	10/1/2017	10/1/2018	2106	2017 FORD		ESCAPE				5186	\$18,136	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$119	\$539
260	10/1/2017	10/1/2018	2103	2016 FORD		F150				7653	\$23,358	
			21479	\$460	\$12	\$2	\$0	\$1000	n/a	\$1000	\$102	\$576
261	10/1/2017	10/1/2018	2120	2016 FORD		F150				6647	\$26,766	
				\$460	\$12	\$2	\$0	\$1000	n/a	\$1000	\$132	\$606
262	10/1/2017	10/1/2018	2122	2016 NISSAN		FRONTIER				4276	\$20,114	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$136	\$634

Automobile Schedule

City of Port Orange, FMIT #0496

10/01/2017 - 10/01/2018

Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New	
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
263	10/1/2017	10/1/2018	2108	2016	NISSAN		FRONTIER 4X4			8228	\$22,504	
			21459	\$654	\$12	\$2	\$0	\$1000	n/a	\$1000	\$142	\$810
264	10/1/2017	10/1/2018	2109	2016	NISSAN		FRONTIER			9120	\$20,664	
			21479	\$460	\$12	\$2	\$0	\$1000	n/a	\$1000	\$102	\$576
265	10/1/2017	10/1/2018	2118	2016	NISSAN		FRONTIER			7747	\$22,504	
			21479	\$460	\$12	\$2	\$0	\$1000	n/a	\$1000	\$102	\$576
266	10/1/2017	10/1/2018	2121	2016	FORD		F250			4841	\$36,037	
			21479	\$460	\$12	\$2	\$0	\$1000	n/a	\$1000	\$132	\$606
267	10/1/2017	10/1/2018	2113	2016	FORD		INTERCEPTOR			3541	\$31,500	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
268	10/1/2017	10/1/2018	2114	2016	FO							
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
269	10/1/2017	10/1/2018	2115	2016	FORD		INTERCEPTOR			3543	\$31,500	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
270	10/1/2017	10/1/2018	2116	2016	FO							
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
271	10/1/2017	10/1/2018	2119	2016	FORD		INTERCEPTOR K9			1578	\$37,800	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
272	10/1/2017	10/1/2018	2110	2017	FO							
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$119	\$539
273	10/1/2017	10/1/2018	2117	2016	FORD		INTERCEPTOR			3546	\$31,500	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
274	10/1/2017	10/1/2018	2071	2015	FORD		F250			0620	\$29,163	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$167	\$665
275	10/1/2017	10/1/2018	2075	2015	FORD		F150			8360	\$21,272	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$130	\$628
276	10/1/2017	10/1/2018	2077	2015	FORD		F250			0622	\$42,634	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$228	\$726
277	10/1/2017	10/1/2018	2078	2015	FORD		F250			0623	\$42,634	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$228	\$726
278	10/1/2017	10/1/2018	2079	2015	FO							
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$108	\$528
279	10/1/2017	10/1/2018	2080	2015	FORD		F250			0621	\$29,163	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$167	\$665
280	10/1/2017	10/1/2018	2051	2014	FO							
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$114	\$537
281	10/1/2017	10/1/2018	2123	2017	FORD		FUSION			3549	\$17,252	
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$119	\$539
282	10/1/2017	10/1/2018	2124	2016	FO							
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$175	\$673
283	10/1/2017	10/1/2018	2125	2016	FORD		INTERCEPTOR			1577	\$29,392	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
284	10/1/2017	10/1/2018	2126	2016	FORD		F250			4839	\$29,811	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$175	\$673
285	10/1/2017	10/1/2018	2127	2016	FORD		F250			4840	\$29,811	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$175	\$673
286	10/1/2017	10/1/2018	2128	2017	FO							
			7398	\$400	\$16	\$4	\$0	\$1000	n/a	\$1000	\$138	\$558

Automobile Schedule

City of Port Orange, FMIT #0496

10/01/2017 - 10/01/2018

Veh #	Eff Date	Exp Date	City #	Year	Make	Description				ID #	Cost New	
			Code	Liab	PIP	Med Pay	UM	Comp Ded	SP Ded	Coll Ded	Phy Dmg	Total Prem
287	10/1/2017	10/1/2018	2129	2016	FORD		250			2250	\$34,306	
			01499	\$484	\$12	\$2	\$0	\$1000	n/a	\$1000	\$175	\$673
288	10/1/2017	10/1/2018		2016	FORD		TAURUS POLICE			7525	\$27,743	
			7911	\$400	\$19	\$4	\$0	\$1000	n/a	\$1000	\$134	\$557
Total Normal Premiums				\$130,061	\$4,105	\$818	\$46				\$32,733	\$167,763
Normal Premium												\$167,763
Incentive Credit												\$-23,335
Net Premium												\$144,428

FLORIDA MUNICIPAL INSURANCE TRUST

CONDITIONS OF COVERAGE

As a Member of the Florida Municipal Insurance Trust, Member agrees to abide by all requirements, terms and conditions authorized by, and set forth within, the Agreement and Declaration of Trust creating the Trust, including the following generally applicable conditions of coverage:

I. CONDITIONS

- A. The Member agrees in the event of payment of any loss by the Trust on behalf of the Member, the Trust 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 cooperate with and otherwise assist the Trust as may be necessary to effect any recovery sought by the Trust pursuant to such subrogated rights and to do nothing that will impair the rights of the Trust herein described.
- B. The Member agrees the Board of Trustees, its Administrator, and any of their other 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 appliances covered pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Trust pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Trust, 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 Trust on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Trust 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, certification, document or any other instrument executed by the Trust and the Member pursuant to this Agreement. However, neither the Trust, it's Board of Trustees, its Administrator, nor any of their agents, servants or employees will have any liability to the Member or others because of any inspection or failure to inspect.
- C. The Member shall make prompt payment of all contributions as required by the Board of Trustees, said contributions to be determined by said Board. Contribution requirements may be estimated based on Member-provided information and subject to change pursuant to final audit. The Member shall fully cooperate with auditors of the Trust to promptly determine final audited contributions. Any disputes concerning contributions shall be resolved after payment. Any objections concerning the final audited contribution shall be filed within 60 days of billing of the final audited contributions. After that time, the final audited contribution amount shall be considered final.
- D. Members' duties after loss:
 - 1. give the Trust prompt written notice of any accident, occurrence or potential claim along with all relevant information concerning the claim. The Member

- shall have a continuing duty to provide to the Trust all relevant information promptly as the Member becomes aware of such information; and
2. cooperate fully with the Trust in defense or settlement of claims or opposition to claims bills, and in the enforcement of any right of contribution or indemnity; and
 3. forward to the Trust every notice, demand, summons or other process served upon the Member relating to any occurrence, and take no further action concerning the occurrence without the approval of the Trust or the servicing agent; and
 4. take reasonable steps to prevent additional or cumulative bodily injury, personal injury or property damage from or arising out of the same or similar conditions or circumstances; and
 5. not engage in settlement negotiations as to any claim or suit, and the Trust shall have no obligation to pay the amount of any settlement negotiated or agreed upon by a Member without prior written approval by the Trust or the servicing agent; and
 6. agree to take all reasonable actions, where appropriate, which shall facilitate settlement of claims; and
 7. agree to responsible counsel selected by the Trust to defend the claim and agree not to use the City Attorney or any other in-house or contract attorney used ordinarily by the Designated Member as general counsel to its operations to defend said action, unless otherwise provided in this Trust Agreement; and
 8. keep all bills, receipts and related documents that establish the amount of loss; and
 9. furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Agreement; and
 10. promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination; and
 11. take all reasonable steps to protect the covered property from further damage; and
 12. give notice of such loss to the proper authorities if the loss may be due to a violation of the law; and
 13. refrain from any intentional efforts (whether by statements, actions or agreements) that: (1) harm, undermine, injure or conflict with the known legal strategy put forth by the Trust; (2) that are against the Member's self-interest or the interest of the Trust; (3) that are contrary to the Member's pecuniary or proprietary interest, or that of the Trust; or (4) that tend to subject the Member or the Trust to liability or expand existing liability;

E. Transfer of Member's rights and duties under this Agreement.

Members' rights and duties under this Agreement may not be transferred without our written consent. This applies to all coverages under this Agreement or any that may be added after the effective date of this Agreement.

Should the Members' rights and duties be transferred to a legal representative, they may act only within their scope of duties with regard to this Agreement. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

- F. Required Member contributions shall be in addition to the deductible amount, if any, as set forth in the declarations to the Coverage Agreement. Where such deductible amount is required, coverages arising under this Agreement shall be in excess of such deductible. The Trust may pay on behalf of the Member all or any portion of the deductible amount and upon

notification by the Trust of such payment, the Member shall promptly reimburse the Trust for any portion of the deductible the Trust has paid.

- G. In the event any claim or suit results in liability against the Member for which there is coverage under this Agreement and which is reasonably likely to be submitted to, or is submitted to, the legislative claims bill process in the Florida Legislature, the Member agrees, on behalf of itself, its officers, employees, and agents, that the Trust shall have the right to control its representation in such matter before the legislative branch of the state government. Further, the Member agrees to execute and deliver such instruments and papers as required by the Trust, to cooperate with any attorney or other representative retained by the Trust, to provide relevant testimony if required by the Trust, to do whatever else is reasonably necessary in the interest of defending such claim or suit in the legislative claims bill process and to do nothing that will impair or conflict with the rights of the Trust herein described. Additionally, the Member shall refrain from any intentional efforts (whether by statements, actions or agreements) that harm, undermine, injure or conflict with the known legal or legislative defense strategy being put forth by the Trust, that are against the Member's self-interest, that are contrary to the Member's pecuniary or proprietary interest, or that of the Trust, or that tend to subject the Member or the Trust to liability or expand existing liability.
- H. The Member agrees that in the event of any legal issue between the Trust and any Member requiring disposition by a court of law, including any determinations of whether and/or the extent to which coverage exists, this Agreement, or any other agreement, certificate, document, or other instrument executed by the Trust and the Member pursuant to this Agreement, shall be deemed to have been made in Orange County, Florida and venue shall lie in the appropriate state or federal courts of Orange County, Florida.

FLORIDA MUNICIPAL INSURANCE TRUST

COVERAGE AGREEMENT

APPLICABLE TO: GENERAL LIABILITY, AUTOMOBILE, PROPERTY AND ALLIED LINES

In consideration of the Member's payment of the required contributions and the covenants and terms set forth in (a) the Conditions of Coverage, (b) the Member's Application for Participation including the statements and representations contained therein, (c) the Declarations and (d) the Coverage Agreement including coverage endorsements, terms, conditions, limits of liability, exclusions and other provisions thereof (a, b, c, and d shall hereinafter collectively form and be referred to as the "Coverage Agreement"), the Florida Municipal Insurance Trust (hereinafter the "Trust") hereby enters this Coverage Agreement with the Member as follows:

COVERAGE

The Trust will pay all sums which a Member becomes legally obligated to pay as damages because of:

Bodily Injury
Property Damage
Personal Injury, or
Advertising Injury

to which this Coverage Agreement and any endorsements thereto apply if caused by an occurrence which takes place during the coverage period of this Coverage Agreement.

As a pre-requisite to any coverage provided by the Trust under this Coverage Agreement, the Member expressly agrees to each of the Conditions contained in the Member Conditions of Coverage provided with this Coverage Agreement, along with the provisions of the Coverage Agreement and Declaration of Trust creating the Florida Municipal Insurance Trust and any rules, policies and procedures adopted by the Trust, which shall be deemed a part of this Coverage Agreement, whether expressly restated herein or not.

LIMIT OF LIABILITY

Regardless of the number of (1) Members under this Coverage Agreement, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of bodily injury, property damage, personal injury or advertising injury, the liability of the Trust is limited as follows:

The total liability of the Trust applicable to "each person" under all coverages and endorsements for all damages, including but not limited to damage awards for derivative claims, taxable costs, claimant attorney's fees, and prejudgment or post-judgment interest, sustained by one person or organization as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations and endorsements thereto.

The total liability of the Trust applicable to "each occurrence" under all coverages and endorsements for all damages, including but not limited to damage awards for derivative claims, taxable costs, claimant attorney's fees, and prejudgment or post-judgment interest, sustained by more than one person or organization as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations and endorsements thereto. Unless otherwise specified, the costs and expenses necessary to investigate and defend any claim or suit to which this Coverage Agreement applies shall not reduce the Limit of Liability.

For the purpose of determining the limit of the Trust's liability, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one "occurrence," as that term is defined herein.

DEFENSE AND SETTLEMENT

The Trust will settle or defend, as it considers appropriate, any claim or suit demanding money damages and covered by this Coverage Agreement. The Trust will defend any suit against a Member which alleges a claim for money damages covered by this Coverage Agreement even if such suit is eventually found groundless, false or fraudulent. However, the Trust has no duty to defend or indemnify a Member in any claim or suit which on its face alleges facts excluded or not covered by this Coverage Agreement.

In the event a suit or other action contains allegations which allege damages which the Trust has a duty to defend and other allegations which allege damages or other relief that the Trust does not have a duty to defend, the Trust will defend all allegations subject to the terms, conditions, limits of liability and exclusions of the Coverage Agreement; however, undertaking such defense shall not obligate the Trust to pay any judgments, settlements or awards which a Member becomes legally obligated to pay for allegations to which coverage does not apply. The Trust's duty to defend ends when applicable Limits of Liability have been exhausted.

As a condition of coverage under this Coverage Agreement, the Member agrees that settlement of any claim or suit may involve the payment of proceeds and/or the taking or forbearing to take certain actions by the Member. Accordingly, the following requirements shall apply to all settlement efforts by the Trust and any party acting as the Trust's appointed representative or agent:

1. For any occurrence resulting in a claim or suit for damages, if the Trust gives written notice of its recommendation for settlement, including the payment of proceeds to settle a claim or suit and/or the taking or forbearing to take certain actions by the Member, and the Member does not affirmatively accept such recommendation within a reasonably requested time period contained in the notice, not to exceed thirty (30) days following receipt of such notice, the Trust's sole coverage obligation to the Member shall then not exceed the lesser of:
 - a. The sum for which the claim or suit could have been settled at the time set forth in the notice of the Trust's recommendation for settlement; and
 - b. The costs and expenses incurred by the Trust to defend the claim or suit through the date on which the Member was required to provide its affirmative acceptance of the recommendation for settlement; or
 - c. If less than the sum of a. and b. above, the unused portion of the stated limit of liability contained within the Declarations, less any self-insured retention or deductible amounts owed by the Member.
2. In its application of the foregoing provision, the Trust shall have no obligation to obtain prior notice or authorization of the Member or its legal counsel to make any proposed settlement, actual settlement or partial settlement of any claim or suit covered under this Coverage Agreement.

As a condition of coverage under this Coverage Agreement, the Member agrees:

1. For any occurrence resulting in a claim or suit for damages for which coverage under this Coverage Agreement is sought, the Trust, in its sole discretion, may investigate; settle; coordinate the defense of claims or counts within suits which may not be expressly covered by this Coverage Agreement but which provide

strategic benefits through coordinated litigation; and/or use of any other claim defense measures permitted by applicable rules of state law and attorney professional conduct, without the prior consent or approval of the Member.

2. The Trust shall have no obligation to retain more than one attorney to defend all Members involved in any occurrence resulting in a claim or suit for damages covered by this Coverage Agreement, absent a clearly expressed conflict of interest from the attorney initially retained by the Trust.
3. The Trust shall remain in control of the defense for any occurrence resulting in a claim or suit for damages for which the Trust is obligated to provide a defense or elects to provide a defense to the Member, notwithstanding any of the following:
 - a. There is more than one defendant against whom a claim or suit is brought;
 - b. There is any real or perceived conflict between or among the Trust, any Member or any defendant(s) involved in any claim or suit;
 - c. The Trust has reserved its right to deny or limit its coverage in any claim or suit;
 - d. The Trust or the Member initiates any claim or suit against any other Trust Member.
4. In the event any court of competent jurisdiction orders the Trust to provide attorney representation beyond the attorney(s) retained by the Trust to defend any claim or suit, the Member shall be entitled to the fees and charges for such court-ordered attorney representation only to the extent of usual, customary and reasonable legal fees and charges ordinarily paid to attorneys retained by the Trust.

DEFINITIONS

The following definitions apply throughout this Coverage Agreement unless modified or excluded:

- A. **Advertising Injury**, means injury arising out of an offense committed during the Coverage Agreement period occurring in the course of the Designated Member's advertising activities; if such injury arises out of libel, slander, defamation, violation of right of privacy, oral or written publication of material, misappropriation of advertising ideas or style of doing business or infringement of copyright, title, or slogan.
- B. **Agreement Territory**, means the United States of America, its territories and possessions, Puerto Rico and Canada.
- C. **Automobile**, means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto)—or, any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. However, "auto" does not include "mobile equipment".
- D. **Bert J. Harris, Jr., Private Property Rights Act Claim**, means a claim alleging a cause of action authorized by section 70.001, Fla. Stat., as amended from time to time.
- E. **Blanket Coverage**, means in the event of a claim, the Member's covered property coverage limit shall include the aggregate sum of agreed property values that were specified in the Member's Statement of Values and upon which the Member's coverage and premiums were underwritten for the relevant coverage period. A blanket limit shall only apply when the designation "Blanket" is noted within the Member's Property, Allied Lines

and Crime Declarations page; shall only apply to covered property described at a Scheduled Location; and shall be subject to any specifically capped property damage coverage limit agreed to by the Designated Member and referenced in the Declarations.

- F. **Bodily Injury**, means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time resulting from an occurrence during the period of this Coverage Agreement.
- G. **Communicable Disease** includes but is not limited to Acquired Immune Deficiency Syndrome (AIDS), and any other sexually transmitted disease.
- H. **Designated Member**, means the entity, organization or constitutional officer named in Item I. or V. of the Declarations of this Coverage Agreement; Designated Member does not include employees or agents of that entity or organization.
- I. **Designated Member's Products**, means goods or products manufactured, sold, handled, or distributed by the Designated Member or by others trading under his name, including any container thereof (other than a vehicle), but "Designated Member's products" shall not include a vending machine or any other property, rented to or located for use of others but not sold.
- J. **Elevator**, means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof; but does not include an automobile servicing hoist, a material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter.
- K. **Employee Benefits Program**, means any pension and profit sharing plan; individual retirement account (IRA) plan; salary reduction plan under Internal Revenue Code 401 (k) or Amendments; employee stock subscription plan, savings plan; group plan for life, health, dental, disability, automobile, home owners, or legal services insurance; social security system benefits; workers' compensation and unemployment insurance; travel and vacation plans; or educational tuition reimbursement plans created, administered or endorsed by a Member.
- L. **Employment Practices** liability means liability arising from a claim or suit alleging damages as a result of any of the following acts or omissions by the Designated Member as an employer:
 - 1. discrimination, (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
 - 2. employment-related misrepresentation(s) to an employee or applicant for employment with the Public Entity;
 - 3. failure to grant tenure;
 - 4. failure to provide or enforce adequate or consistent policies and procedure relating to any Employment Practices Violation;
 - 5. harassment (including sexual harassment whether "quid pro quo", hostile work environment or otherwise);
 - 6. retaliation (including lockouts) or alleged employment decisions involving violation of any state, or local whistleblower protection law;

7. violation of an individual's civil rights relating to any of the above but only if the Employment Practices Violation relates to an employee or applicant for employment with the Public Entity whether direct, indirect, intentional or unintentional;
 8. wrongful deprivation of career opportunity, wrongful demotion or negligent employee evaluation, including the giving of negative or defamatory statements in connection with an employee reference;
 9. wrongful discipline;
 10. wrongful dismissal, discharge or termination, either actual or constructive;
 11. wrongful failure to employ or promote.
- M. **Errors and Omissions**, means a claim for damages alleging liability for any error, misstatement, omission, neglect or breach of duty by Members while lawfully acting in their official capacity or lawfully acting within the scope of their employment, whether acting individually or collectively, excluding any claim based on a failure to properly effect any insurance coverage agreement or secure adequate insurance coverage from any insuring entity including the Trust and excluding any claim related to matters arising before the State of Florida Commission on Ethics, or any local ethics commission created by charter or ordinance which has jurisdiction over the alleged misconduct.
- N. **Incidental Contract**, means a written (a) lease of premises, (b) easement or license agreement granted to the Member, except in connection with construction or demolition operations on or within 50 feet of a railroad (c) obligation to indemnify a municipality, as required by municipal ordinance, except in connection with work for a municipality (d) an elevator maintenance agreement; or (e) contract otherwise entered by the Member for which tort liability would be imposed against the Member even in the absence of the contract, but does not include any contract that: involves the provision of professional services by an architect, engineer or surveyor; seeks to impose liability under a warranty of the fitness or quality of the Member's products or a warranty that work performed by or on behalf of the Member will be done in a workmanlike manner; seeks to hold harmless and/or indemnify any person or entity excluded from the scope of 768.28, Fla. Stat.; seeks to make the Member liable for any claim, loss or damages proximately caused by the negligent act or omission of another party, its directors, officers, employees, contractors and/or agents; seeks to waive the Member's sovereign immunity or extend the Member's tort liability beyond the limits expressly provided in Section 768.28 F.S.; seeks to impose contractual liability on the Member for underlying tort claims beyond the limits expressly provided in Section 768.28 F.S.; or does not otherwise comply with the express provisions of Section 768.28 F.S.
- O. **Incidental Medical Malpractice Injury**, means bodily injury arising out of the rendering of or failure to render medical services or treatment by a non-professional during the period of this Coverage Agreement, including the following services:
1. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 2. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
- P. **Interlocal Agreement**, means an agreement that is authorized and entered pursuant to Chapter 163, Fla. Stat. and that complies with the express provisions of Section 768.28 Fla. Stat.

- Q. **Inverse Condemnation**, means any affirmative regulatory action by a Designated Member resulting in the deprivation of substantially all economically beneficial or productive use of private property and the resulting cause of action by the affected property owner to recover any loss in monetary value resulting from the regulatory action.

As defined, "inverse condemnation" excludes any physical taking of property or diminution of access to property, by whatever means and whatever name called.

- R. **Loading or unloading**, means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"
2. while it is in or on an aircraft, watercraft or "auto;" or
3. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

- S. **Member**, as used herein means:

1. the Designated Member; and
2. while acting within the scope of his employment, any officer (except constitutional officers), volunteer, servant, or employee of the Designated Member, including elected and appointed officials, and members of Boards or Commissions created by the Designated Member. However, the coverage so provided any officer, servant, or employee does not apply to bodily injury to another officer, servant or employee of the Designated Member injured in the course of and arising out of his employment.

The coverage afforded applies separately to each Member against whom claim is made or suit is brought, except with respect to the limits of liability of the Trust; and does not apply to bodily injury or property damage or personal injury liability arising out of the conduct of any partnership or joint venture of which a Member is a partner or participant and which is not specified in this Coverage Agreement as a Designated Member.

- T. **Mobile Equipment**, means a land vehicle (including any machinery or apparatus attached thereto), whether or not self propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the Designated Member, including the ways immediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers, graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spreading, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

- U. **Mold, Spores and/or Fungus**, means any mold, spores and/or fungus of any type of nature whatsoever that can cause or threaten harm to any living organism (including human health or human welfare, or the health or welfare of any animal or plant) or can cause or threaten physical damage, deterioration, loss of use, and/or loss of value or

marketability, to any tangible property whatsoever. This includes, but is not limited to, any type(s) of mold, spores and/or fungus that are harmful or potentially harmful to health or welfare (such as *Stachybotrys* and others), or that are damaging or potentially damaging to tangible property (such as wet or dry rot, mildew and others) or that can otherwise cause or threaten to cause bodily injury, property damage, personal injury or advertising injury or any kind whatsoever.

V. **Occurrence**, means an event or accident, including continuous or repeated exposure to substantially the same general harmful conditions which result in bodily injury, property damage, personal injury or advertising injury and not arising from any form of intentional misconduct. It is agreed that a single occurrence shall be deemed to arise in the event one or more claims for damages allege injury based on a series of similar causes or allege injury based on a common nucleus of operative facts:

1. that happen over a period of time; or
2. that happen repeatedly; or
3. that form a course of conduct; or
4. that involve ordinances, resolutions, policies, procedures or legislative enactments that involve the same or substantially similar subject matter; or
5. that involve the adoption or enforcement, failure to adopt or failure to enforce: ordinances, resolutions, policies, procedures or legislative enactments that involve the same or substantially similar subject matter; or
6. that are certified by a court of competent jurisdiction to form the basis for class-action litigation.

W. **Personal Injury**, means injury sustained by any person or organization arising out of one or more of the following offenses committed during the term of this Coverage Agreement.

1. false arrest, detention, imprisonment;
2. wrongful entry or eviction, or other invasion of the right of private occupancy;
3. publication or utterance:
 - a. of material that libels, slanders or defames or disparages a person or organization's goods, products or services; or;
 - b. of material that violates an individual's right of privacy;except that publications or utterances in the course of or related to broadcasting, publishing, or telecasting activities conducted by or on behalf of the Designated Member shall not be deemed personal injury;

X. **Pollutants**, mean any solid, liquid, biological, gaseous or thermal irritant or contaminate, including smoke, dust, vapor, soot, fumes, acids, alkalis, chemicals and electromagnetic radiation, liquids, gases, other irritants or contaminants and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Y. **Products-Completed Operations Hazard:**

1. includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - a. products that are still in your physical possession; or
 - b. work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (1) when all of the work called for in your contract has been completed.
 - (2) when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (3) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
2. Does not include "bodily injury" or "property damage" arising out of:
 - a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - b. The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - c. Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

Z. **Property Damage**, means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting there from, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the period of this Coverage Agreement.

AA. **Scheduled Location**, means a location (whether physical street address or narrative description of the location) identified within the Designated Member's Declarations (including the Real and Personal Property Schedule or Property In The Open (PITO) Schedule) at which the Trust and Designated Member have agreed, subject to all terms, conditions, exclusions and other provisions forming the Coverage Agreement, loss or damage to property at such location may be covered within the relevant Property and Allied Coverages Limit (including PITO Coverage Sub-Limit) shown in the Declarations.

BB. **Sexual Action** includes, but is not limited to, any verbal or non-verbal communication, behavior or conduct with sexual connotations or purposes, whether for sexual gratification, intimidation, coercion or other purpose, and regardless of whether such action is alleged to be intentional or negligent.

CC. **Sexual Abuse** shall include, but is not limited to, the negligent or intentional infliction of physical, emotional or psychological injury or harm on any person or persons in the care, custody or control of any Member and also includes one or more of the following acts:

1. any penetration, however slight, of the vagina or anal opening of one person by the penis of another person, whether or not there is the emission of semen.
2. any sexual contact between the genitals or anal opening of one person and the mouth or tongue of another person.
3. any intrusion by one person into the genitals or anal opening of another person, including the use of any object for this purpose, except that this does not include any act intended for a valid medical purpose.
4. the intentional touching of the genitals or intimate parts, including the breasts, genital area, groin, inner thighs, and buttocks, or the clothing covering them, of either the individual or the perpetrator, except that this does not include:
 - a. any act which may reasonably be construed to be a normal caregiver responsibility, any interaction with, or affection for an individual; or
 - b. any act intended for a valid medical purpose.
5. the intentional masturbation of the perpetrator's genitals.
6. the intentional exposure of the perpetrator's genitals in the presence of an individual, or any other sexual act intentionally perpetrated in the presence of an individual, if such exposure or sexual act is for the purpose of sexual arousal or gratification, aggression, degradation, or other similar purpose.
7. the sexual exploitation of an individual, which includes allowing, encouraging, or forcing an individual to:
 - a. solicitation for or engage in prostitution; or
 - b. any play, motion picture, photograph, or dance or any other visual representation exhibited before an audience.

DD. **Suit**, means a civil proceeding in which damages because of "bodily injury," "property damage", "personal injury or advertising injury" to which this coverage applies are alleged. "Suit" includes:

1. an arbitration proceeding in which such damages are claimed and to which the Member must submit or does submit without consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which the Member submits with our consent.

EE. **Your Product**

1. means:
 - a. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) you;

- (2) others trading under your name; or
 - (3) a person or organization whose business or assets you have acquired; and
 - b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- 2. includes:
 - a. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product;" and
 - b. the providing of or failure to provide warnings or instructions.
- 3. does not include vending machines or other property rented to or located for the use of others but not sold.

FF. Your Work:

- 1. means:
 - a. work or operations performed by you or on your behalf; and
 - b. materials, parts or equipment furnished in connection with such work or operations.
- 2. includes:
 - a. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work," and
 - b. the providing of or failure to provide warnings or instructions.

GG. Aircraft means an airplane, helicopter, or other machine capable of flight, including any unmanned or remotely operated variation of such machines such as "drones" or the like.

HH. Property In The Open ("PITO") means certain personal property owned by the Designated Member which satisfies all terms and conditions required for coverage as defined in the PITO Endorsement.

II. PITO Property Schedule means the portion of the Designated Member's Coverage Agreement which consists of a list of specific PITO property items eligible for coverage within the relevant PITO Coverage Sub-Limit shown in the Declarations and, subject to all terms, conditions, exclusions and other provisions forming the Coverage Agreement, includes: an identified location of the PITO property (whether physical street address or narrative description of the PITO property location) and a description of the PITO property by type, name and/or other detail.

JJ. Real and Personal Property Schedule means the portion of the Designated Member's Coverage Agreement which consists of a list of all building, business personal property or other specifically identified property of the Designated Member, excluding PITO property, which is eligible for coverage within the relevant Property and Allied Coverage Limit shown in the Declarations and, subject to all terms, conditions, exclusions and other provisions forming the Coverage Agreement, includes: an identified location of the covered property

(whether physical street address or narrative description of the covered property location) and a description of the covered property by type, name and/or other detail.

EXCLUSIONS

This Coverage Agreement does not apply:

- A. to any liability arising from any alleged breach of any express or implied contract, nor to bodily injury, property damage or any liability arising out of the Member's assumption of liability in a contract or agreement, except an incidental contract or interlocal agreement, as those terms are defined herein;
- B. to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - 1. any automobile operated by or rented or loaned to any Member;
 - 2. any other automobile operated by any person in the course of his employment by any Member; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Member or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Member;
 - 3. any vehicle while being used in any pre-arranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any contest or activity;
- C. to bodily injury or property damage arising out of:
 - 1. the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any pre-arranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
 - 2. the operation or use of any trailer designed for use therewith; or
 - 3. the ownership, maintenance, operation, or use of a water theme park.
- D. to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - 1. any watercraft used in law enforcement over fifty two (52) feet in length or thirty five (35) feet in length for all other watercraft;
 - 2. any passenger while in or upon, entering or alighting from any watercraft, however, this exclusion does not apply to a watercraft you do not own that is not being used to carry persons or property for a charge; or
 - 3. barge or lighter rented by the Member to others with respect to which the Member does not furnish employees to operate and does not have any operating control;
 - 4. any watercraft while being used in any pre-arranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any contest or activity;
 - 5. any watercraft or structure being used as an artificial reef or similar purpose;
 - 6. any marina operation owned, leased or operated by the Member.
- E. to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - 1. any aircraft owned or operated by or rented or loaned to any Member;
 - 2. any other aircraft operated by any person in the course of his employment by any Member; but this exclusion does not apply to aircraft while parked on premises owned by, rented to or controlled by the Member;
- F. to any liability arising out of or caused or contributed to by any maintenance, operation, use or control of or responsibility for any airfield, airport, runway, hangar, building or other

property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities or operations; provided that liability for services performed or premises located at or on any airfield, airport or aviation facility not directly related to aviation activities or operations, and not covered by any other liability insurance, shall not be excluded from coverage by this exclusion;

- G. any claim for bodily injury, property damage (including the loss of use thereof), personal injury or advertising injury caused by, contributed to or arising out of the actual or threatened discharge, dispersal, disposal, leaching, migration, seepage, release, or escape of pollutants and/or contaminants into or upon the land, the atmosphere or any course or body of water, whether above or below ground. However, this exclusion does not apply to bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which burns outside the area intended to be or which becomes uncontrollable.

- H. any damages arising out of the ingestion, inhalation or absorption of lead in any form. Any loss, cost or expense arising out of any:
1. request, demand or order that any "Member" or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of lead; or
 2. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.
- I. any damages from the process of continued surface and/or subsurface degradation and deterioration of lead based paint that has been applied to any surface of any building whether considered commercial or residential.
- J. to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion and revolution, or to any act or condition incident to any of the foregoing;
- K. to any obligation for which any Member or any carrier as it's insurer may be held liable under any social security, workers' compensation, employers liability, unemployment compensation or disability benefits law, or under any similar law including any claims under the Americans with Disabilities Act;
- L. to bodily injury to any employee of the Designated Member arising out of and in the course of his or her employment by the Designated Member or to any obligation of a Member to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the Designated Member under an incidental contract. This exclusion shall include any liability incurred by a Member as a result of an alleged wrongful employment practice;
- M. to property damage to property owned or occupied by, leased, or rented to a Member;
- N. to property damage to premises alienated by the Member arising out of such premises or any part thereof;
- O. to loss of use of tangible property which has not been physically injured or destroyed resulting from a delay in lack of performance by or on behalf of the Member of any contract or agreement;
- P. to property damage to the Member's products arising out of such products or any part of such products; to property damage to work performed by or on behalf of the Member

arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith; and to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Member's products or work completed by or for the Member or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

- Q. to any liability from the Member's completed operations arising out of:
1. loss of sales, customers or profits suffered by a person or entity affected by the actions of the Member or its agents including any damages sustained by such person or entities by virtue of a business interruption; or
 2. loss resulting from theft of any property which at the time of loss is not an integral part of a building or structure including direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion;
- R. to any liability arising in whole, or in part out of:
1. any act or omission of a Member committed while acting outside the course and scope of his employment, or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property;
 2. any Member obtaining remuneration or financial gain to which the Member was not legally entitled;
 3. the willful violation of any federal, state or local law, ordinance or regulation committed by or with the knowledge or consent of any Member; or
 4. violation of public trust;
- S. to any liability arising out of or in any way connected with a physical taking of property or any diminution of access to property, by whatever means or whatever name called, the operation of the principals of eminent domain, condemnation, proceedings, inverse condemnation or takings law, whether permanent or temporary, including but not limited to, claims arising out of federal, state or local land use, environmental, air, ground or water pollution, or health, safety and welfare laws, ordinances or regulations, claims arising from Chapter 70, Florida Statutes, known as the Bert J. Harris, Jr. Private Property Rights Protection Act, as may be amended from time to time, or claims arising from activities by or on behalf of a Member which result in permanent or temporary loss of use or value of private property, whether such liability accrues directly against the Member, or by virtue of any agreement entered into by or on behalf of the Member;
- T. to any liability for injury, sickness, disease, death or destruction due to the rendering of or failure to render any professional service by any doctor, surgeon, dentist, nurse, physician's assistant, paramedic, emergency medical technician or other medical professional of a Designated Member;
- U. to any liability arising out of or in connection with or caused or contributed to by any failure or inability to supply, in whole or in part, any adequate quantity or quality of power, steam, pressure, water or fuel. Fuel includes, but is not limited to natural gas, heating oil and propane;
- V. to any liability arising out of or caused or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common;
- W. to any liability as a result of flood or any liability as a result of water overflow damage, including flooding, caused or contributed to by any failure, breakage, inadequacy, maintenance of and/or design of any natural or man-made structure, including but not

limited to: any dam, dyke, levee, reservoir, water barrier, ditches, canals, gate, aqueduct, water shed, channel or culvert;

- X. to any liability for fines, punitive or exemplary damages; or any non compensatory damages or penalties imposed pursuant to any federal or state anti-trust, civil rights, anti-discrimination, or racketeer influence and corrupt organization (RICO) laws;
- Y. to any damages imposed by special act of the Legislature;
- Z. to any "bodily injury" or "property damage":

with respect to which a "Member" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

1. resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "Member" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - a. under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - b. under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material" if:
 - (1) the "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, a "Member" or (b) has been discharged or dispersed therefrom;
 - (2) the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed or, by or on behalf of a "Member"; or
 - (3) the "bodily injury" or "property damage" arises out of the furnishing by a "Member" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. as used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- a. any "nuclear reactor";
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- c. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "Member" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

- AA. to personal injury arising out of any publication or utterance described in sub-paragraph W 3 of the definition of Personal Injury contained in the Definition section of this Coverage Agreement (a) if the first injurious publication or utterance of the same or similar material by or on behalf of the Designated Member was made prior to the effective date of this coverage; (b) concerning any organization or business enterprise, or its products or services, made by or at the direction of any Member with knowledge of the falsity thereof;
- BB. to any liability arising out of errors and omissions as defined herein;
- CC. to bodily injury or property damage for which the Designated Member or his indemnitee may be held liable:
1. as an entity or organization engaged in manufacturing, distributing, selling, furnishing or serving alcoholic beverages; or
 2. if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- a. by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages; or
 - b. by reason of the selling, serving, furnishing or giving of any alcoholic beverage to a person who is not of legal drinking age, habitually addicted to the use of any or all alcoholic beverages, to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.
3. causing or contributing to the intoxication of any person.

This exclusion does not apply and coverage is afforded under the Coverage Agreement for bodily injury or property damage claims or liability resulting from the providing or serving of alcoholic beverages without charge to the public at functions incidental to a Designated Members business or activity otherwise covered under the Coverage Agreement or any endorsement thereto;

- DD. to any claim, demand or action seeking injunctive, declaratory, writ of mandamus, or any other non-monetary relief against a Designated Member or any of its agents;
- EE. to any liability arising out of any actual or alleged sexual action, sexual abuse or communicable disease.

However, this exclusion does not apply and coverage is afforded under this Coverage Agreement to bodily injury or personal injury liability which may accrue against the Designated Member as defined within the Definition section;

- FF. to any liability for injury, loss or damage sustained by any person or entities arising from or in anyway involving asbestos or other products containing asbestos or to asbestosis or any other disease including mesothelioma and cancer related to asbestos exposure nor any liability for costs or expenses incurred in removing, cleaning up or nullifying such asbestos product;

It is understood and agreed that the intent and effect of this exclusion is to delete from all coverages afforded by this Coverage Agreement any loss, cost, or expense arising out of any governmental direction, order or request that the Member test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize asbestos or asbestos products.

- GG. to any liability arising out of errors and omissions as defined herein or other negligent or wrongful act committed in the administration of any employee benefits program as defined herein, for present or former employees of the Designated Member;
- HH. to any liability arising out of or caused by or contributed to or connected with alleged violation of the following:

1. Federal Fair Labor Standards Act.
2. Chapter 447, Florida Statutes.
3. Drivers Privacy Protection Act of 1994
4. National Labor Relations Act.
5. Worker Adjustment and Retraining Notification Act.
6. Consolidated Omnibus Budget Reconciliation Act of 1985.
7. Occupational Safety and Health Act.
8. Federal Employers Liability Act
9. Longshoreman's and Harbor Workers' Act
10. Employee Polygraph Protection Act
11. Defense Base Act
12. Outer Continental Shelf Lands Act

- II. any claim requesting return or reimbursement of a special assessment, tax, service charge, fine or fee or any other payment or overpayment to the Designated Member or Member;
- JJ. to any claim for attorneys' fees or costs for any action not covered by this Coverage Agreement;
- KK. to any damages which accrued or occurred prior to the effective date of this Coverage Agreement notwithstanding the date of the occurrence;
- LL. advertising injury arising out of:
 - 1. Failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas upon alleged breach of implied contract, or
 - 2. Infringement of trademark, service mark, or trade name, other than titles or slogans, by use thereof or in connection with goods, products or services sold, offered for sale, or advertised, or
 - 3. Incorrect description or mistake in advertising price of goods, products or services sold, offered for sale or advertised.

Also, with respect to advertising injury:

 - 1. to any Member in the business of advertising, broadcasting, or telecasting, or
 - 2. to any injury arising out of any act committed by the Member with actual malice.
- MM. to any Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Advertising Injury Liability, Products Liability and Completed Operations Hazard arising directly or indirectly out of:
 - 1. any actual or alleged failure, malfunction or inadequacy due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond by:
 - a. any of the following, whether belonging to any insured or to others: (a) Computer application software; (b) Computer networks; (c) Microprocessors (computer chips) not part of any computer system; (d) Computer operating systems and related software; (e) Computer hardware, including microprocessors; or (f) Any other computerized or electronic equipment or components; or
 - b. any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in the preceding paragraph.
 - 2. any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph a. above.
- NN. to any Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Advertising Injury Liability, for which any Designated Member or Member under this Coverage Agreement may be held liable arising out of the actual or threatened occurrence, growth, release, transmission, migration, dispersal or exposure to any micro-organisms, biological organisms, bioaerosols or organic containments, including but not limited to mold, spores and/or fungus;
 - 1. resulting from any actual or threatened exposure to, inhalation, absorption or ingestion of, or physical contact with mold, spores and/or fungus;
 - 2. resulting from any actual or threatened mold, spores, and/or fungus upon any real property or personal property, product or work, premises, site or location, or any other tangible property, or any Designated Member or Member or any other person(s) or organization(s), located anywhere in the world;

3. resulting from any loss, cost or expense for any testing, monitoring, clean-up, treatment or removal, or neutralization of mold, spores and/or fungus;
- OO. A. to “any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism” or an “other act of terrorism”. However, with respect to an “other act of terrorism”, this exclusion applies only when one or more of the following are attributed to such act:
1. the total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
 2. fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. physical injury that involves a substantial risk of death; or
 - b. protracted and obvious physical disfigurement; or
 - c. protracted loss of or impairment of the function of a bodily Member or organ; or
 3. the terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 4. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 5. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an “other act of terrorism” and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

- B. the following definitions are added:
1. for the purposes of this endorsement, “any injury or damage” means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to “bodily injury”, “property damage”, “personal and advertising injury,” injury” or “environmental damage” as may be defined in any applicable Coverage Part.
 2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a “certified act of terrorism”:

- a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.
- PP. to bodily injury, personal injury or any liability arising from the Designated Member's law enforcement activities. As used herein, and subject to all other terms and conditions required under this Coverage Agreement, law enforcement activities means those activities by Members, arising within the course and scope of lawful conduct authorized by the Designated Member's police department or other law enforcement agency.
- QQ. to any alleged violation of public records laws or public meetings laws contained in Chapter 119, Florida Statutes or Chapter 286, Florida Statutes, as both may be amended from time to time.
- RR. to any claim for loss or damage to Property In the Open (PITO) as defined herein.

HERBICIDE/PESTICIDE COVERAGE

The Trust will pay for bodily injury or property damage caused directly by contact with herbicides or pesticides sprayed by the Member into the air.

This coverage extension does not apply to bodily injury or property damage as described in Exclusion G of the Coverage Agreement.

The limit of liability under this coverage extension is the amount of liability described in the General/Professional liability section of the Declaration Page or \$1,000,000 aggregate per fund year, whichever is the lesser amount, subject to any deductible/self insured retention described on the Declarations Page.

OTHER INSURANCE

The coverage afforded by this Coverage Agreement is primary, except when stated to apply in excess of or contingent upon the absence of other insurance. When this coverage is primary and the Member has other insurance which is stated to be applicable to a covered claim or suit on an excess or contingent basis, the amount of the Trust's liability under this Coverage Agreement shall not be reduced by the existence of such other insurance.

If any other insurance is valid and collectible against a covered claim or suit and provides for contribution by equal shares, the Trust shall not be liable for a greater proportion of such covered

loss than would be payable if each party contributes an equal share until the share of each party equals the lowest applicable limit of liability under any one policy or coverage agreement or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining parties then continue to contribute equal shares of the remaining amount of the loss until each such party has paid its limit in full or the full amount of the loss is paid.

If any such other insurance does not provide for contribution by equal shares, the Trust shall not be liable for a greater proportion of such covered loss than the applicable limit of liability under this Coverage Agreement for such loss bears to the total applicable limit of any other insurance which is valid and collectible against such loss.

AUTOMOBILE LIABILITY

This coverage issued by the Trust extends and modifies the provision of the Agreement relating to Automobile Liability as set forth below:

It is agreed that as of the effective date hereof the Agreement is amended in the following particulars:

I. The **Coverage Agreement** is amended to include the following additional coverage:

In addition, the Trust will pay all sums which the Designated Member or any Member named in a lawsuit become(s) legally obligated to pay as damages because of:

- A. Bodily Injury, or
- B. Property Damage

to which this coverage applies, caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of a covered automobile, including newly acquired automobiles, which takes place during the period of this Agreement.

A Member must be acting within course and scope of employment for the Designated Member at the time of the occurrence which gives rise to any claim or lawsuit brought against the Designated Member and/or Member.

II. The **Member** Definitions section S is amended to include the following additional persons for purposes of the coverage provided by this endorsement only:

- A. Any other person while using an owned automobile or a hired automobile with the permission of the designated Member, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, and he is acting as the lawful agent of the designated Member; but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be a Member only if he is:
 - 1. a lessee or borrower of the automobile, or
 - 2. an employee of the designated Member or of such lessee or borrower:
- B. Any other person or organization but only with respect to his or its liability because of acts or omissions of a Member under the above.
- C. None of the following is a Member:
 - 1. the owner or lessee (of whom the designated Member is a sub-lessee) of a hired automobile or the owner of a non-owned automobile or any agent or employee of any such owner or lessee;
 - 2. any person or organization, other than the designated Member, with respect to:
 - a) a motor vehicle while used with any trailer owned or hired by such person or organization, or

- b) a trailer while used with any motor vehicle owned or hired by such person or organization;
- 3. any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the designated Member.

III. The **Definitions** section is amended to include the following additional definitions:

- A. **Automobile Business**, means the business or occupation of selling, repairing, servicing, storing, or parking automobiles;
- B. **Hired Automobile**, means an automobile not owned by the designated Member which is used under contract on behalf of, or loaned to, the designated Member, provided such automobile is not owned by or registered in the name of an employee or agent of the designated Member who is granted an operating allowance of any sort for the use of such automobile;
- C. **Non-owned Automobile**, means an automobile which is neither an owned automobile nor a hired automobile;
- D. **Occurrence**, means an event or accident, including continuous or repeated exposure to conditions which result in bodily injury, property damage or personal injury and not arising from any form of intentional misconduct;
- E. **Owned Automobile**, means an automobile owned by the designated Member;
- F. **Private Passenger Automobile**, means a four wheel private passenger or station wagon type automobile;
- G. **Trailer**, includes a semi-trailer but does not include mobile equipment.
- H. **Newly acquired Automobile**, means an automobile to which you obtain legal title after inception of the Coverage Agreement.

IV. The following additional conditions are included:

- A. **Excess Coverage - Hired and Non-Owned Automobiles**. With respect to a hired automobile, or a non-owned automobile, this coverage shall be excess over any other valid and collectible insurance available to the designated Member.

V. The **Limits of Liability** section is amended to include the following:

The above provisions regarding the limits of the Trust's liability apply regardless of the number of:

- A. Owned automobiles;
- B. Automobiles involved in the occurrence, or,
- C. Automobiles to which this Agreement and all endorsements thereto apply.

The limits of liability for Bodily Injury or Property Damage caused by an occurrence arising out of the maintenance or use, including loading and unloading of any automobile leased by the designated Member for a period of one (1) year or longer which takes place during the period of this Agreement, shall be not less than \$100,000/\$300,000 bodily injury liability

and \$50,000 property damage liability.

The Trust's limits of liability shall not be added or stacked by virtue of there being more than one automobile or Member to which this Agreement and all endorsements thereto might apply.

VI. The **Exclusions** section is amended as follows:

- A. Exclusion B, items 1. and 2., are deleted.
- B. This Coverage Agreement does not apply to any liability and/or physical damage arising in whole, or in part out of
 - 1. any act or omission of a Member committed while acting outside the course and scope of his employment, or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property;
 - 2. any Member obtaining remuneration or financial gain to which the Member was not legally entitled;
 - 3. the willful violation of any federal, state or local law, ordinance or regulation committed by or with the knowledge or consent of any Member; or
 - 4. official misconduct by any Member;
 - 5. "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants:"
 - a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "Automobile";
 - (2) Otherwise in the course of transit by or on behalf of the "Member"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "Automobile";
 - b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "Member" for movement into or onto the covered "Automobile"; or
 - c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "Automobile" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "Automobile" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "Automobile" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraph T of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "Member" with respect to "pollutants" not in or upon a covered "Automobile" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "Automobile"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

VII. **Schedule of Covered Automobiles** attached.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

UNINSURED/UNDERINSURED MOTORISTS PROTECTION

This endorsement issued by the Trust extends and modifies the provisions of the Agreement relating to Automobile Liability Uninsured Motorists Protection as set forth below:

It is agreed that as of the effective date hereof the Agreement is amended in the following particulars:

- I. The **Coverage** section is amended to include the following additional coverage:
The Trust will also pay all sums which the Member is legally entitled to recover as damages from owners or operators of uninsured motor vehicles because of bodily injury sustained by a Member, caused by an occurrence and arising out of the ownership, maintenance or use of an uninsured motor vehicle, which takes place during the period of this Agreement.
- II. The **Definitions** section is amended to include the following additional definitions:
 - A. **Hired Automobiles**, means an automobile not owned by the Designated Member which is used under contract on behalf of, or loaned to, the Designated Member, provided such automobile is not owned by or registered in the name of an employee or agent of the Designated Member who is granted an operating allowance of any sort for the use of such automobile.
 - B. **Non-owned Automobile**, means an automobile which is neither an owned automobile nor a hired automobile.
 - C. **Owned Automobile**, means an automobile owned by the Designated Member.
 - D. **Uninsured/Underinsured Motor Vehicle**, means an automobile as heretofore defined:
 1. to which no bodily injury and property damage liability bond or insurance policy applies at the time of the accident;
 2. to which a bodily injury and property damage liability bond or insurance policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the Financial Responsibility Law of the State of Florida;
 3. which is a hit and run automobile whose operator or owner cannot be identified and which hits:
 - a) a Member,
 - b) a vehicle which a Member is occupying; or
 - c) an owned automobile.
 4. to which a bodily injury and property damage liability bond or insurance policy applies at the time of the accident, but the bonding or insuring company:
 - a) denies coverage; or
 - b) is insolvent or becomes insolvent within one year after the occurrence.
 - E. However, "uninsured motor vehicle" does not include any vehicle or equipment:
 1. owned by or furnished or available for the regular use of a Member;
 2. owned or operated by a self-insurer under any applicable motor vehicle law;

3. owned by any governmental unit or agency;
4. operated on rails or crawler treads;
5. designed mainly for use off public roads while not on public roads;
6. while located for use as a residence or premises.

III. The following **Conditions** are included:

- A. **Effect of Judgment.** Any judgment for damages because of bodily injury or property damage arising out of the ownership, maintenance or use of an uninsured motor vehicle and which arises out of a suit brought without the prior written consent of the Trust is not binding on the Trust.
- B. **Excess Coverage - Hired and Non-Owned Automobile.** With respect to a hired automobile, or a non-owned automobile, this coverage shall be excess over any other valid and collectible insurance available to the Member.
- C. **Dispute Resolution.** Disputes between a Member and the Trust as to liability and damages under this endorsement are not subject to arbitration except as required by Florida law, or submitted to arbitration by written agreement of the parties. Otherwise, all such disputes shall be resolved in a Court of competent jurisdiction.

IV. The **Limits of Liability** section is amended to include the following:

The above provisions regarding the limits of the Trust's liability apply regardless of the number of:

- A. owned automobiles,
- B. automobiles involved in the occurrence, or,
- C. automobiles to which this Agreement and all endorsements thereto apply.

The Trust's limits of liability shall not be added or stacked by virtue of there being more than one automobile or Member to which this Agreement and all endorsements thereto might apply.

- D. the Member will not be entitled to receive duplicate payment for the same elements of loss under this coverage and:
 - a. Any Workers Compensation or Employers Liability coverage provided by this Agreement; or
 - b. Any Uninsured Motorists Coverage provided by this Agreement.

The Trust will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible. The Trust will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar laws:

1. Any Workers Compensation law; or
2. Any Disability Benefits law.

V. The **Exclusions** section is amended to include the following additional exclusions:

- A. To bodily injury sustained by a Member while occupying, or when struck by, any owned automobile which is not covered under the Agreement and the endorsements thereto.

- B. To bodily injury to a Member or property damage with respect to property owned by the Designated Member with respect to which such Member, his legal representative, or any person entitled to payment under this coverage agreement shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefore.

VI. The Trust's right to recover from others.

If the Trust makes any payment, it shall be subrogated and have the right to enforce its subrogation rights against any other party who caused the loss. The Members, its agents and employees are required to cooperate with the Trust in the enforcement of its rights of collection against the party or parties causing the loss and shall do nothing to jeopardize the Rights of the Trust without the Trust's prior consent and authorization.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

PERSONAL INJURY PROTECTION BENEFITS

This endorsement issued by the Trust extends and modifies the provisions of the Agreement relating to Automobile Liability Personal Injury Protection Benefits as set forth below:

It is agreed that as of the effective date hereof the Agreement is amended in the following particulars:

- I. The Trust will pay, personal injury protection benefits, in accordance with the Florida Motor Vehicle No-Fault Law, as amended, to or for the benefit of the injured person as follows:
 - A. 80% of medical expenses (as defined herein and subject to the provisions of the Medical Expense Benefits Payment Schedule in Section VI. of this endorsement);
 - B. 60% of work loss;
 - C. replacement services expenses; and
 - D. a death benefit for accidental death-occurring as a result of an accident arising out of the ownership, maintenance or use of a motor vehicle and sustained by:
 - 1. a Member while occupying a motor vehicle or, while a pedestrian through being struck by a motor vehicle; or
 - 2. any other person while occupying the covered motor vehicle or, while a pedestrian, through being struck by the covered motor vehicle.

II. EXCLUSIONS

This endorsement does not apply:

- A. to a Member while occupying a motor vehicle of which the Member is the owner and which is not a covered motor vehicle under this endorsement;
- B. to any person while operating the covered motor vehicle without the express or implied consent of the Member;
- C. to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
 - 1. causing bodily injury to himself intentionally;
 - 2. while committing a felony;
- D. to any pedestrian, other than the Member who is not a legal resident of the State of Florida;
- E. to any person, other than the Member, if such person is the owner of a motor vehicle with respect to which security is required under the Florida Motor Vehicle No-Fault Law, as amended;
- F. to any person, other than the Member who is entitled to personal injury protection benefits from the insurer of the owner or owners of a motor vehicle which is not a covered motor vehicle under this endorsement;
- G. to any person who sustains bodily injury while occupying a motor vehicle located for use as a residence or premises.

III. LIMIT OF LIABILITY; APPLICATION OF DEDUCTIBLE; OTHER INSURANCE

Regardless of the number of persons covered, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law, as amended, from all sources combined including this Agreement, for all medical expenses, work loss and replacement services by or on behalf of any one person who sustains bodily injury as the result of any

one accident shall not exceed \$10,000.00 per individual, subject to limitations as provided under the Florida Motor Vehicle No-Fault Law. Payment of a death benefit for accidental death as provided herein shall be in addition to the foregoing and shall not exceed \$5,000.00 per individual.

Any amount payable under this endorsement shall be reduced by the amount of benefits an injured person has recovered or is entitled to recover for the same elements of loss under the workers' compensation laws of any state or the federal Medicaid program.

If benefits have been received under the Florida Motor Vehicle No-Fault Law, as amended, from any insurer for the same items of loss and expenses for which benefits are available under this agreement, the Trust shall not be liable to make duplicate payments to or for the benefit of the injured person, but the insurer paying such benefits shall be entitled to recover from the Trust its equitable pro rata share of the benefits paid and expenses incurred in processing the claim.

The amount of any deductible stated in the schedule of this amendment shall be deducted from the total amount of all sums otherwise payable by the Trust with respect to all loss and expenses incurred by or on behalf of each person to whom the deductible applies and who sustains bodily injury as the result of any one accident, and if the total amount of such loss and expense exceeds such deductible, the total limit of benefits the Trust is obligated to pay shall then be the difference between such deductible amount and the applicable limit of the Trust's liability. Such deductible amount shall not be applied to any death benefit the Trust is obligated to pay.

If an entry in the schedule or declaration so indicates any amount payable under this Trust to the Member shall be reduced by any benefits payable by the Federal Government to active or retired military personnel and their dependent relatives.

IV. DEFINITIONS

When used in reference to this Section: "bodily injury" means bodily injury, sickness, or disease, including death at any time resulting there from;

"medical expense" means reasonable expenses for medically necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services for prosthetic devices and for necessary remedial treatment and any other services recognized and permitted under Florida Motor Vehicle No-Fault Law, and subject to the Conditions at Section VI.F. below.

"motor vehicle" means any self-propelled vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highways of Florida and any trailer or semi-trailer designed for use with such vehicle.

A motor vehicle does not include:

- A. a mobile home; or
- B. any motor vehicle which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit or public school transportation authority, or a political subdivision of the state;
- C. except for the purposes of FS 627.733, any motor vehicle of any type used as a taxi cab or limousine.

"occupying" means in or upon or entering into or alighting from;

"covered motor vehicle" means a motor vehicle:

- A. of which the Member is the owner, and
- B. with respect to which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and
- C. for which a premium is charged, or which is a trailer, other than a mobile home, designed for use with a motor vehicle.

"pedestrian" means a person while not an occupant of any self-propelled vehicle;

"owner" means a person or organization who holds the legal title to a motor vehicle, and also includes:

- A. a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and,
- B. a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more, and,
- C. a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance;

"work loss" means with respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person;

"replacement services expenses" means with respect to the period of disability of the injured person all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his household.

V. **COVERAGE PERIOD; TERRITORY**

This coverage under this Section applies only to accidents which occur during the period of this Agreement.

- A. in the State of Florida;
- B. as respects the Member, while occupying the covered motor vehicle outside the State of Florida but within the United States of America, its territories or possessions or Canada;

VI. **CONDITIONS**

- A. **Notice.** In the event of an accident, written notice of the loss must be given to the Trust or any of its authorized agents as soon as practicable. If any injured person or his legal representatives shall institute legal action to recover damages for bodily injury against a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Trust by such injured person or his legal representative.
- B. **Action Against the Trust.** No action shall lie against the Trust unless, as a condition precedent thereto, there shall have been full compliance with all terms of this endorsement, not until 30 days after the required notice of accident and reasonable proof of claim has been filed with the Trust.
- C. **Proof of Claim; Medical Reports and Examinations; Payments of Claim Withheld.** As soon as practicable the person making the claim shall give to the Trust written proof of claim, under oath if required, which may include full

particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Trust in determining the amount due and payable. In addition, the person making the claim shall submit to an examination under oath if requested by the Trust. Such person shall submit to mental or physical examinations at the Trust's expense when and as often as the Trust may reasonably require. A copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to a mental or physical examination or an examination under oath, the Trust will not be liable for subsequent personal injury protection benefits. Whenever a person making a claim is charged with committing a felony, the Trust shall withhold benefits until at the trial level the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

D. **Reimbursement and Subrogation**, unless prohibited by the Florida Motor Vehicle No-Fault Law, as amended, and in the event of payment to or for the benefit of any injured person under this endorsement;

1. the Trust shall be reimbursed to the extent of such payment, exclusive of reasonable attorney's fees and other reasonable expenses, out of the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made and the Trust shall have a lien on such proceeds to such extent;
2. the Trust is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
3. the Trust providing personal injury protection benefits on a private passenger motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the owner or insurer of the owner of a commercial motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while occupying, or while a pedestrian through being struck by, such commercial motor vehicle.

E. **Special Provision for Rented or Leased Vehicles.** Notwithstanding any provision of this coverage to the contrary, if a person is injured while occupying, or through being struck by, a motor vehicle rented or leased under a rental or lease agreement which does not specify otherwise in bold type on the face of such agreement, the personal injury protection coverage afforded under the lessor's policy shall be primary.

F. **Medical Expense Benefit Payment Schedule.**

1. The FMIT hereby gives notice that its payment of personal injury protection medical expense benefits may be limited to the Medicare fee payment schedule permitted by the Florida Motor Vehicle No-Fault Law. The applicable Medicare fee payment schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies throughout the remainder of that year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than

the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

2. The FMIT shall pay for reasonable, related and necessary medical service and supply expenses due to a motor vehicle accident if the Member receiving such treatment or his or her guardian has countersigned the properly completed invoice, bill, or claim form upon which such charges are to be paid for, as having actually been rendered, to the best knowledge of the Member or his or her guardian. However, such a charge may not exceed the amount the medical service or supply provider customarily charges for like services or supplies. In determining whether a charge for a particular service, treatment, or otherwise is reasonable, FMIT may consider evidence of usual and customary charges and payments accepted by the provider involved in the dispute, reimbursement levels in the community where services were rendered and various federal and state medical fee schedules applicable to motor vehicle and other insurance coverages, and other information relevant to the reasonableness of the reimbursement for the service, treatment, or supply.
3. Only if an insured receives initial services and care within 14 days after the motor vehicle accident, the FMIT will pay 80% of reasonable medical expenses for:
 - a. Medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services; and
 - b. Prosthetic devices.

However, medical expenses do not include massage or acupuncture regardless of the person, entity, or licensee providing the massage or acupuncture.

Medical expenses shall only be reimbursed for:

- a. Initial services and care that are:
 - (1) Lawfully provided, supervised, ordered, or prescribed by a licensed physician, dentist, or chiropractic physician;
 - (2) Provided in a hospital or in a facility that owns, or is wholly owned by a hospital; or
 - (3) Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-Fault Law.

- b. Follow-up services and care referred by a licensed health care provider described in Paragraphs a.(1), (2) and (3) consistent with the underlying medical diagnosis rendered pursuant to Paragraph F.3., if provided, supervised, ordered or prescribed only by a licensed:
 - (1) Physician, osteopathic physician, chiropractic physician, or dentist; or

- (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist;

as authorized under the Florida Motor Vehicle No-Fault Law.

Follow-up services and care may also be provided by:

- (3) A licensed hospital or ambulatory surgical center;
- (4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physician, or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- (5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- (6) A licensed physical therapist, based upon a referral by a provider described in Paragraph F.3.; or
- (7) A health care clinic licensed under the Florida Health Care Clinic Act:
 - (a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc.; or
 - (b) Which:
 - (i) Has a licensed medical director;
 - (ii) Has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
 - (iii) Provided at least four of the following medical specialties:
 - i. General medicine;
 - ii. Radiography;
 - iii. Orthopedic medicine;
 - iv. Physical medicine;
 - v. Physical therapy;

- vi. Physical rehabilitation;
- vii. Prescribing or dispensing outpatient prescription medication; or
- viii. Laboratory services;

as authorized under the Florida Motor Vehicle No-Fault Law.

4. The FMIT may limit its payment or reimbursement of medical expenses to 80 percent of the following schedule of maximum charges:
 - a. For emergency transport and treatment by providers licensed under chapter 401, 200 percent of Medicare.
 - b. For emergency services and care provided by a hospital licensed under chapter 395, 75 percent of the hospital's usual and customary charges.
 - c. For emergency services and care as defined by s. 395.002 provided in a facility licensed under chapter 395 rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
 - d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
 - e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
 - f. For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - (I) The participating physicians fee schedule of Medicare Part B, except as provided in sub-sub-subparagraphs (II) and (III).
 - (II) Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
 - (III) The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided above, FMIT may limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13 and rules adopted

thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation is not required to be reimbursed by FMIT.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

AUTOMOBILE MEDICAL PAYMENTS

This endorsement issued by the Trust extends and modifies the provisions of the Agreement relating to Automobile Medical Payments as set forth below:

It is agreed that as of the effective date hereof the Agreement is amended in the following particulars:

- I. The Trust will pay reasonable expenses incurred for necessary medical and funeral expenses to or for an occupant who sustains bodily injury or death caused by an accident. We will pay only those expenses incurred, for services rendered within one year from the date of the accident.
- II. **Limits of Liability.** Regardless of the number of covered automobiles, Members, claims made or vehicles involved in the accident, the most the Trust will pay for bodily injury for each occupant injured in any one accident is the limit of Automobile Medical Payments shown in the Declarations.
- III. **Additional Definition.**
"Occupying" means in, upon, getting in, on, out, or off a motor vehicle to which this coverage applies. Occupant means anyone, other than a Member, who is occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- IV. **Additional Exclusions.** This coverage does not apply to:
 - A. bodily injury sustained by a Member while occupying a vehicle for primary use other than as a means of transportation;
 - B. bodily injury sustained while occupying or struck by any vehicle owned by, furnished or available for regular use by the Member;
 - C. bodily injury to an employee arising out of and in the course of employment;
 - D. bodily injury to a Member while working in a business of selling, servicing, repairing or parking autos;
 - E. bodily injury caused by declared or undeclared war or insurrection or any of their consequences;
 - F. bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

AUTOMOBILE PHYSICAL DAMAGE COVERAGE FORM

Various provisions in this Agreement restrict coverage. Read the entire Agreement carefully to determine rights, duties and what is and is not covered.

Throughout the Agreement the words "you" and "your" refer to the Member shown in the Declarations. The words "we," "us" and "our" refer to the Trust providing this insurance.

A. COVERAGE

The Trust will pay for direct physical loss or damage to a covered automobile as described in the Declarations caused by or resulting from any covered cause of loss.

1. Covered Property

Covered property, as used in this coverage part, means any "Automobile" described in the schedule which you own, hire, borrow, or lease (refer to schedule).

2. Newly Acquired Automobile

Newly acquired automobile means an Automobile in which you acquire an ownership or insurable interest after inception of the Coverage Agreement. As a condition of this coverage's application to any newly acquired Automobile, additional premium will be due and calculated on a pro-rata basis from the date you acquire the new Automobile. The additional premium will be due immediately if the total insured value applicable to the newly acquired Automobile is \$100,000 or more; or, the additional premium will be due October 1 of the following year if the total insured value applicable to the newly acquired Automobile is less than \$100,000.

3. Covered Causes of Loss

a. Comprehensive Coverage

From any cause except the covered automobile's collision with another object or its overturn.

b. Collision Coverage

Caused by the covered automobile's collision with another object or its overturn.

c. Specified Causes of Loss Coverage. Caused by:

1. Fire, lightning or explosion;
2. Theft;
3. The sinking, burning, collision, or derailment of any conveyance transporting the covered "Automobile"; or
4. Mischief or vandalism.

B. EXCLUSIONS

1. The Trust will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this endorsement.
- b. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this endorsement.
- c. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered Automobile.
- d. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- e. Loss to any sound receiving or transmitting equipment designed for use as a two-way mobile radio or telephone or scanning monitor or radar transmitting or receiving device, including its antennas and other accessories, unless permanently installed in the automobile or scheduled elsewhere under the Agreement; and if scheduled, coverage is only to the extent expressed in the schedule and subject to all terms and conditions of the corresponding coverage form.
- f. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment, unless permanently installed in the automobile or scheduled elsewhere under the Agreement; and if scheduled, coverage is only to the extent expressed in the schedule and subject to all terms and conditions of the corresponding coverage form.
- g. Any other mobile equipment, device or other apparatus not permanently affixed to the covered automobile, unless scheduled elsewhere under the Agreement; and if scheduled, coverage is only to the extent expressed in the schedule and subject to all terms and conditions of the corresponding coverage form.

C. DEDUCTIBLE

The Trust will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the schedule or in the Declarations. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

D. LOSS CONDITIONS

The following conditions apply in addition to the common Agreement conditions.

1. Duties in the event of loss or damage

- a. Promptly notify the Trust or the Service Agent of any accident or loss and report how, when and where the accident or loss happened.
- b. Do what is reasonably necessary after a loss to protect the covered automobile from further loss.
- c. Submit a proof of loss when required by the Trust.

2. Inspection and Appraisal

- a. Permit the Trust to inspect and appraise the damaged property BEFORE its repair or disposition. If there is a failure to agree as to the amount of loss, either party may further demand an appraisal of the loss. In such event, both parties may

agree on one competent appraiser to make the final decision or each party may select his own appraiser and bear his own cost of appraisal, and a competent and disinterested umpire will be selected to make the final decision.

3. Loss Payment

- a. At the Trust's option, it may:
 - 1. Pay for, repair, or replace damaged or stolen property; or
 - 2. For theft, return the stolen property, at its expense. The Trust will pay for any damage that results to the automobile from the theft.
- b. The Trust will pay the lesser of the following amounts:
 - 1. The actual cash value of the damaged or stolen property at the time of loss.
 - 2. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- c. For each covered automobile, the Trust's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Automobile schedule.

4. Other Insurance

- a. For any covered automobile owned or leased, this Agreement is primary.
- b. When this Agreement and other policies covered on the same basis, either excess or primary, the Trust will pay only its share. Its share is the proportion that the limit of this Agreement bears to the total of the limits of this Agreement and all the policies covering on the same basis.

5. Right to Recover

- a. If the Trust makes any payment, it shall be subrogated and have the right to enforce its subrogation rights against any other party who caused the loss or damage. The Member, its agents and employees are required to cooperate with the Trust in the enforcement of its rights of collection against the party or parties causing the loss and shall do nothing to jeopardize the rights of the Trust without the Trust's prior consent and authorization.

E. COVERAGE EXTENSIONS

- 1. **Limited Replacement Cost:** We will reimburse the Designed Member for an owned and scheduled private passenger vehicle, pickup truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss.
- 2. **Member's Personal Effects:** In the event of a covered loss, we will pay a maximum of \$1,000.00 for Member's personal effects while in a scheduled private passenger vehicle, pickup truck or sport utility vehicle owned by the Designated Member. The covered vehicle must show evidence of forced entry when the occurrence is caused by theft and must be reported to a law enforcement agency.

3. Auto Lease Coverage: In the event of a covered total loss to a covered Automobile shown in the schedule, we will pay any unpaid amount on the lease of your covered Automobile less:

- 1) the amount paid under Part D of the agreement; and
- 2) any:
 - a. overdue lease payments at the time of the loss;
 - b. financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. security deposits not refunded by a lessor;
 - d. costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the lease; and
 - e. carry-over balances from previous leases.

The most we will pay for any one occurrence is up to \$5,000.00. The most we will pay in any Trust year is up to \$10,000.00.

4. Towing: We will pay a maximum of \$100.00 per occurrence for towing and labor cost incurred each time a scheduled Automobile is disabled. However, the labor must be performed at the place of disablement.
5. Hired Automobile Physical Damage: For Members who purchase Automobile Physical Damage, a limit of \$50,000.00 per rental private passenger vehicle is included subject to the greater of a \$2,500.00 deductible or the highest deductible described on the Automobile Schedule. The most we will pay in any Trust Year is \$100,000.00.
6. Accidental Inflation of Airbags: The most we will pay for any one occurrence is \$1,500.00 for any and all damages or repair.

F. DEFINITIONS

Automobile business, means the business or occupation of selling, repairing, servicing, storing, or parking automobiles.

Hired Automobile, means an automobile not owned by the Designated Member which is used under contract on behalf of, or loaned to, the Designated Member, provided such automobile is not owned by or registered in the name of an employee or agent of the Designated Member who is granted an operating allowance of any sort for the use of any such automobile.

Owned Automobile, means an automobile owned by the Designated Member.

Private Passenger Automobile, means a four-wheel private passenger or station wagon type automobile.

Trailer, includes a semi-trailer but does not include mobile equipment, unless scheduled.

Loss, means direct and accidental damage or loss.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

RENTAL REIMBURSEMENT COVERAGE

This endorsement issued by the Trust extends and modifies the provisions of the Agreement relating to Automobile Physical Damage as set forth below.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. This endorsement provides only those coverages where a premium is shown in the Automobile Physical Damage portion of the Schedule. It applies only to a covered "auto" described and designated in the Schedule.
- B. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - 1. Thirty (30) days.
 - or
 - 2. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- D. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred that relate directly to the "loss" of the covered auto.
 - 2. The maximum payment stated applicable to "any one day" or "any one period" for each occurrence.
- E. This coverage does not apply while there are spare or reserve "autos" available to you for use in your operations.

Maximum Amount Payable: \$50.00 per day per covered automobile per occurrence, or five thousand dollars (\$5,000.00) in the aggregate for the Fund year in which the loss(es) occur.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

SPECIFIC EXCESS ENDORSEMENT - AUTOMOBILE LIABILITY

This endorsement, when issued by the Florida Municipal Insurance Trust, does not in any way modify the provisions of the Coverage Agreement. It does extend the monetary limits of liability, as stated in the Limits of Liability in the Declarations, as set forth below:

It is agreed that the specific limits of liability are \$ 2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28(5) Florida Statutes or liability imposed pursuant to Federal Law, or to any liability resulting from actions taken outside of the State of Florida where it is determined by a court of competent jurisdiction that the liability limitations contained in Section 768.28(5), Florida Statutes, are inapplicable, if such liability is covered by the Agreement. The limits provided herein are inclusive of the \$200,000 each person and \$300,000 each occurrence liability limitations contained in Section 768.28 (5), Florida Statutes, but in no way exceed \$ 2,000,000 (combined single limit) per occurrence.

Exclusion Y is amended as follows:

To any damages imposed by an act of the legislature, except for claims bills passed by the legislature pursuant to Section 768.28(5), Florida Statutes, against a Member, for damages covered under the terms of this Agreement.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY.

EMPLOYER-PROVIDED VEHICLES – AUTOMOBILE LIABILITY

It is agreed that as of the effective date of this Endorsement, the Agreement is amended in the following particulars:

- I. Automobile Liability Coverage shall include the following additional coverage as respects scheduled vehicles assigned to employees of Designated Members provided the Designated Member has implemented a policy governing use of its vehicles by its employees, any such vehicle has been specifically identified at least by vehicle identification number and the identity of the employee to whom the vehicle has been assigned is recorded.

Coverage is provided for Bodily Injury, Property Damage, Personal Injury Protection, if applicable, and Uninsured Motorists (where applicable).

The limit of liability for this coverage is same as described on the Automobile Liability and Physical Damage Declarations Page. The Personal Injury Protection, if applicable, and Uninsured Motorists limit, where applicable, is the Personal Injury Protection limits and Uninsured Motorists limits, respectively, shown on the Automobile Liability and Physical Damage Declaration Page.

- II. For purposes of this Endorsement, the Agreement is further amended as follows:

Section I regarding the Coverage section of the Agreement, which provides:

A Member must be acting within the scope of vehicular use authorized by the Designated Member at the time of the occurrence which gives rise to any claim or lawsuit brought against the Designated Member and/or Member.

Section VI regarding the Exclusion section of the Agreement which provides:

- B. This Coverage Agreement does not apply to any liability arising in whole, or in part out of:
 1. any act or omission of a Member committed while acting outside the scope of use authorized by the Designated Member, or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

FLORIDA LEAGUE OF CITIES

SPONSORED INSURANCE PROGRAMS

FORM NAME: AUTOMOBILE MANUSCRIPT ENDORSEMENT #1

This Endorsement modifies the Agreement as follows:

Designated Member: City of Port Orange

Agreement Number: FMIT 0496

Coverage Period: October 1, 2017– October 1, 2018

Effective Date of Endorsement: October 1, 2017

In consideration of the premium charged, it is noted and agreed this endorsement modifies the Automobile Schedule as follows:

Applicable to the following vehicles only:

Deductible: \$1,000 Comprehensive / \$1,000 Collision

Uninsured/Underinsured Motorists Protection – Limit \$100,000

Vehicle # 88, 2006 Ford Escape, VIN #3186

Vehicle # 215, 2015 Ford Escape, VIN #3741

Schedule of vehicles on file with the Administrator.

All other terms and conditions remain unchanged.

Signature

Date

FMIT AUTO MANUSCRIPT #1



Florida Municipal Insurance Trust (FMIT)
Third Installment Billing - 15/16 Fund Year

FMIT # 0496

Invoice Date: 3/1/2016

Due Date: 4/1/2016

ATTN: Paula DiChiara
City of Port Orange
PO Box 291759
Port Orange, FL 32129-1759

Please make check payable to:
Florida Municipal Insurance Trust
P.O. Box 1757
Tallahassee, FL 32302-1757

Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	\$472,501.00	\$105,491.00	\$24,623.00	\$0.00	\$448,508.00	\$1,051,123.00
Incentive Credit	(\$236,251.00)	(\$15,275.00)	(\$9,068.00)	\$0.00	(\$192,858.00)	(\$453,452.00)
Total Net Premium	\$236,250.00	\$90,216.00	\$15,555.00	\$0.00	\$255,650.00	\$597,671.00

Previous Activity

Previous Invoices	\$297,736.00
Payment Received On 10/27/2015	(\$148,014.50)
Payment Received On 12/30/2015	(\$149,721.50)
Total Balance Forward	\$0.00

Current Installment

Coverage	Premium	Incentive Credit	Total Net Premium
General Liability Coverage	\$118,125.25	(\$59,062.75)	\$59,062.50
Auto Liability Coverage	\$26,734.58	(\$3,818.75)	\$22,915.83
Auto Physical Damage Coverage	\$6,343.66	(\$2,267.00)	\$4,076.66
Workers Compensation Coverage	\$112,127.00	(\$48,214.50)	\$63,912.50
Total Installment Amount			\$149,967.49

Total Due by 4/1/2016 **\$149,967.49**

NOTE: Any change in premium from the previous installment is due to endorsement(s) to your policy. These endorsements are available to you on the FMIT website: <http://insurance.flcities.com>

Please see reverse side for a copy of our Premium Installment Plan and Penalty Policy.

RECEIVED

MAR 7 2016

CITY OF PORT ORANGE
FINANCE DEPT.

3-9-16
45-10
Commons
Policy

PINK COPY - Please return with your payment

WHITE COPY - For your records



Florida Municipal Insurance Trust (FMIT) Fourth Installment Billing - 16/17 Fund Year

FMIT # 0496

Invoice Date: 6/1/2017

Due Date: 7/1/2017

ATTN: Grace Stewart

City of Port Orange

PO Box 291759

Port Orange, FL 32129-1759

Please make check payable to:

Florida Municipal Insurance Trust

P.O. Box 1757

Tallahassee, FL 32302-1757

Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	\$539,307.00	\$108,759.00	\$27,640.00	\$0.00	\$493,224.00	\$1,168,930.00
Incentive Credit	(\$248,081.00)	(\$11,568.00)	(\$9,312.00)	\$0.00	(\$192,858.00)	(\$461,819.00)
Total Net Premium	\$291,226.00	\$97,191.00	\$18,328.00	\$0.00	\$300,366.00	\$707,111.00

Previous Activity

Previous Invoices	\$530,333.26
Payment Received On 10/31/2016	(\$176,777.75)
Payment Received On 12/29/2016	(\$176,777.75)
Payment Received On 3/20/2017	(\$176,777.76)
Total Balance Forward	\$0.00

Current Installment

Coverage	Premium	Incentive Credit	Total Net Premium
General Liability Coverage	\$134,826.75	45.10 (\$62,020.25)	\$72,806.50
Auto Liability Coverage	\$27,072.33	45.10 (\$2,892.00)	\$24,180.33
Auto Physical Damage Coverage	\$7,027.41	45.10 (\$2,328.00)	\$4,699.41
Workers Compensation Coverage	\$123,306.00	45.16 (\$48,214.50)	\$75,091.50
Total Installment Amount			\$176,777.74

Total Due by 7/1/2017**\$176,777.74**

NOTE: Any change in premium from the previous installment is due to endorsement(s) to your policy. These endorsements are available to you on the FMIT website: <http://insurance.flcities.com>

Please see reverse side for a copy of our Premium Installment Plan and Penalty Policy.

504-1000 - 519.45.10 \$101,686.24

504-1000 - 519.45.16 \$75,091.16

OK to pay
Grace Stewart
06-12-2017

PINK COPY - Please return with your payment

RECEIVED

JUN 12 2017

City of Port Orange
Risk Management**RECEIVED**

JUN 5 2017

CITY OF PORT ORANGE
FINANCE DEPT

WHITE COPY - For your records

PLEASE READ THIS PAGE CAREFULLY

NO COVERAGES, TERMS OR CONDITIONS ARE TO BE ASSUMED

All Trust Programs are Non-Assessable

Terms of this Agreement:

Premiums shown are subject to year-end audit adjustments

All coverages provided by the Florida Municipal Insurance Trust are on an occurrence format. The Florida Municipal Insurance Trust does not automatically include prior acts (tail) coverage.

2016 / 17 PREMIUM INSTALLMENT PLAN

First Installment

25% minimum due
October 1, 2016

Second Installment

25% minimum due
January 1, 2017

Third Installment

25% minimum due
April 1, 2017

Fourth Installment

25% minimum due
July 1, 2017

NOTE: If the total net premium is under \$6,000.00 the installment provision does not apply

Payment is to be forwarded to the League Office in Tallahassee.

For any other coverages, the premium is billed by the Florida League of Cities and due in full at inception, regardless of the size of the premium.

Forty-five (45) Days Notice of Cancellation and Non-Renewal

Ten (10) Days Notice of Cancellation for Non-Payment of Premium

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.

**CITY OF PORT ORANGE
INLAND MARINE SCHEDULE**

2166	327552	2011 Kalmar Ottawa Spotter Truck	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 58,750.00
6556	TO550HX897191	2001 John Deere 550H Bulldozer	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 68,713.00
6560	JEE0125340	2001 Case 721C Loader	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 115,362.00
6892	TC250BD020113	2008 John Deere Mower	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 26,341.00
6893	TC250BD020115	2009 John Deer Fairway Mower	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 39,301.00
6896	TC7700X010216	2009 John Deer Fariway Mower	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 39,301.00
8064	D404	2004 Boston Whaler 210 JC	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 42,699.00
8283	1T9PH13255P634220	2005 Thompson Pump	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 30,297.00
8284	ULO2-9J0243	2005 Nissan 50LO2 Forklift	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 24,116.00
8296	T0310SG949786	2005 John Deere 310SG Backhoe Loader	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 56,605.00
8297	1T9PH15255P634232	2005 Thompson Pump	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 71,458.00
8302	DW544JZ599584	2005 John Deere 544j Loader	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 108,916.00
8331	1T9PT13255P634293	2005 Thompson 6 inch Pump	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 24,600.00
8332	1T9PT13235P634294	2005 Thompson 6 inch Pump	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 24,600.00
8333	1T9PH14285P634309	2005 Thompson Pump	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 33,714.00
8334	1T9PH14245P634310	2005 Thompson Pump	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 33,714.00
8355	1T9HP12165P634335	2005 Thompson Pump	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 30,297.00
8356	1T9PH12145P634351	2005 Thompson Pump	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 30,297.00

**CITY OF PORT ORANGE
INLAND MARINE SCHEDULE**

8404	1T9PH12175P634355	2005 Thompson Pump	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 30,297.00
8405	1T9PH12105P634377	2005 Thompson Pump	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 30,297.00
8406	1T9PH12125P634378	2005 Thompson Pump	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 30,297.00
8407	TA9PE21255D524132	Detroit Diesel 400 KW Tow Power Portable Generator	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 71,079.00
8440	CATM318CEH2D00356	2006 Caterpillar M318C Excavator	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 181,801.00
8604	CAT0420ELHLS01376	2006 Caterpillar 420E Backhoe	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 57,545.00
9064	5492	2008 Menzi Muck A61 Excavator	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 192,260.00
9065	T242026	2009 Challenger Tractor w/Boom	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 139,890.00
9307	5HZBF1631CLAC1108	2012 Vactron Portable Pump Trailer	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 44,198.00
9348	C055012	2012 Challenger MT465B	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 106,477.00
9405	1TC250BDKDT070162	2013 John Deere 2500 Greens Mower	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 30,387.00
9408	1TC250BDJDT070163	2013 John Deere 2500 Greens Mower	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 30,387.00
9409	XFA01600	2013 Cat 305E Mini Excavator	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 48,493.00
9501	24001900	2013 Cat CB24 Asphalt Roller	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 43,371.00
9525	1TC1445DPET135044	2014 John Deere 1445 Flail Mower	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 26,716.00
9526	FTL00571	2014 Cat 259D Skid Steer Loader	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 56,708.00
9532	1TC250BDPET080092	2014 John Deere 2500 Mower	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 30,760.00
9533	1TC250BDKET080093	2014 John Deere 2500 Mower	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 30,760.00

**CITY OF PORT ORANGE
INLAND MARINE SCHEDULE**

9538		2014 Cues Camera System, Asset	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 59,160.00
9561	1TC2653TKET0900042	2015 John Deere 2653B Mower	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 28,095.00
9611	PF4113077	2015 John Deere 5065E Tractor	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 26,032.00
10101	THG01015	2014 Cat TL642C Telehandler	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 78,700.00
10117	J170258237/H17M240686	2017 Cummins 150GSDAC 150KW Backup Generator & 400 amp Transfer Switch	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 55,120.00
102XX	4KNFT2222JL160593	2017 Towmaster T-24 Trailer	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 21,165.00
102XX	5F12S1616H1005829	2017 Wanco WTMMMP Message Sign	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 17,448.00
102XX	5F12S1616H1005830	2017 Wanco WTMMB Message Sign	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 17,448.00
Asset No.	Serial Number	Description		Deductible	Insured Value
		Unscheduled Items	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 1,000,000.00
	3821	2003 Generator, Trailer Mounted	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 37,580.00
	621	2004 Toro Fairway Mower	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 34,250.00
	619	2004 Toro Fairway Mower	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 34,250.00
	75165	2014 John Deere Progator/Sprayer	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 28,115.00
	339048	2015 Falcon Asphalt Patching Trailer	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 35,164.00
	315000166	2015 Toro 3280 72" Mower	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 19,814.00
	297990	2015 Wachs Valve Exercising Trailer	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 61,100.00
	KSF02137	2016 Cat 416F Backhoe Loader	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 73,058.00

**CITY OF PORT ORANGE
INLAND MARINE SCHEDULE**

60073	2016 Kubota L3901 Tractor	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 30,822.00
316000103	2016 Toro 3505D Mower	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 26,990.00
AJ03986	2016 Ventrac 4500Y Mower	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 24,014.00
ME402622	2017 Cat 304E Mini Excavator	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 49,589.00
4192	Gen, Onan Gensets Trlr Mtd	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 27,048.00
4193	Gen, Onan Gensets Trlr Mtd	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 27,048.00
9694	Message Sign, Addeo DH1000	Contractor's / Mobile Equipment- Agreed	\$ 500.00	\$ 27,500.00
6046	Trailer, Fire Safety	Contractor's / Mobile Equipment- Agreed	\$ 1,000.00	\$ 57,578.00
	Unscheduled Items	Valuable Papers		\$ 500,000.00
				\$ 4,437,892.00

**CITY OF PORT ORANGE
EMPLOYEE CONCENTRATION BY LOCATION**

#	Location Address	Location Description	City	State	Zip	Total # of Emp for Location	Max # of Emp in a Shift	Notes
1	1000 City Center Circle	City Hall	Port Orange	FL	32129	99	99	
2	4400 Ridgewood Avenue	Fire Station 71	Port Orange	FL	32127	12	4	
3	6027 Central Park Blvd.	Fire Station 72	Port Orange	FL	32127	9	3	
4	1090 City Center Blvd.	Fire Station 73	Port Orange	FL	32129	20	12	
5	6701 Airport Road	Fire Station 74	Port Orange	FL	32128	10	4	
6	1701 Town West Blvd.	Fire Station 75	Port Orange	FL	32129	9	3	
7	4655 City Center Blvd.	Parks & Recreation: Administration	Port Orange	FL	32129	34	10	
8	4790 Ridgewood Ave.	Parks & Recreation: Adult Activity Center	Port Orange	FL	32129	3	2	
9	1999 City Center Circle	Parks & Recreation: Lakeside Community Center	Port Orange	FL	32129	4	3	
10	5839 Trailwood Drive	Parks & Recreation: Maintenance	Port Orange	FL	32127	14	8	
11	1300 Herbert Street	Parks & Recreation: Silver Sands Middle School	Port Orange	FL	32129	14	13	
12	4545 Clyde Morris Blvd.	Police Department	Port Orange	FL	32129	113	16	
13	502 Oak Street	Public Utilities: Field Operations	Port Orange	FL	32127	26	11	
14	4400 Wellfield Road	Public Utilities: Garnsey Water Plant	Port Orange	FL	32129	17	11	
15	541 Ruth Street	Public Utilities: Laboratory Operations	Port Orange	FL	32127	5	5	
16	817 Oak Street	Public Utilities: Wastewater Treatment Plant	Port Orange	FL	32127	22	6	
17	407 Virginia Avenue	Public Works	Port Orange	FL	32127	48	48	

Florida Municipal Insurance Trust

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
FINAL AUDIT STATEMENT**

Policy No: FMIT #0496

NCCI CARRIER CODE:

Policy Period: 10/01/2015 to 10/01/2016

Audit Period: 10/01/2015 to 10/01/2016

NAMED INSURED AND ADDRESS:

City of Port Orange
PO Box 291759
Port Orange, FL 32129-1759

PRODUCER:

Florida Municipal Insurance Trust
Post Office Box 530065
125 East Colonial Drive
Orlando, FL 32853-0065

ST	LOC	Classification of Operations	Class Code	Exposure	Rate	Earned Premium
		TOTAL PAYROLL: 19,935,804				
FL	1	STREET or Road MAINTENANCE OR BEAUTIFICATION & Drivers	5509	779,786	10.02	78,135 —
		WATERWORKS OPERATION & Drivers	7520	2,301,257	4.31	99,184
		SEWAGE DISPOSAL PLANT OPERATION & Drivers	7580	835,527	3.43	28,659
		FIREFIGHTERS & Drivers	7704	3,122,281	5.31	165,793
		POLICE OFFICERS & Drivers	7720	4,723,502	4.30	203,111
		AUTOMobile SERVICE OR REPAIR CENTER & Drivers	8380	210,956	3.63	7,658
		CLERICAL OFFICE EMPLOYEES NOC	8810	4,024,094	0.25	10,060 —
		ATTORNEY - ALL EMPLOYEES & Clerical, Messengers, Drivers	8820	246,664	0.21	518 —
		HOSPITAL - VETERINARY - & Drivers	8831	21,726	2.25	489 ✓
		Buildings - Operation by Owner or Lessee	9015	185,462	5.07	9,403 ~
		PARK NOC - ALL EMPLOYEES & Drivers	9102	1,102,080	4.59	50,585 —
		MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	9410	2,382,469	2.46	58,609 ~
		AR Adjustment			0.987	-9,615
		Deductible Stoploss Limit: 25,000	9664		0.240	-168,621
		Employer Safety Premium Credit	9765		0.020	-10,679
		Drug-Free Workplace Credit	9841		0.050	-26,164
		Total After Credits				497,125

Florida Municipal Insurance Trust

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
FINAL AUDIT STATEMENT**

Policy No: FMIT #0496

NCCI CARRIER CODE:

Policy Period: 10/01/2015 to 10/01/2016

Audit Period: 10/01/2015 to 10/01/2016

NAMED INSURED AND ADDRESS:

City of Port Orange
PO Box 291759
Port Orange, FL 32129-1759

PRODUCER:

Florida Municipal Insurance Trust
Post Office Box 530065
125 East Colonial Drive
Orlando, FL 32853-0065

ST	LOC	Classification of Operations	Class Code	Exposure	Rate	Earned Premium
		Experience Modification	9898		0.990	-4,971
		STANDARD PREMIUM				492,154
		Advance Discount	0063			-51,051
		Expense Constant	0900			200
		Terrorism Risk Insurance Act	9740		0.0000	0
		EARNED PREMIUM				441,303
		Incentive Credit				-192,858

Total Earned Premium	248,445.00
Previously Written Premium	255,650.00
Return Premium	7,205.00
Total Return	7,205.00

Florida Municipal Insurance Trust
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
FINAL AUDIT STATEMENT

Policy No: FMIT #0486

NCCI CARRIER CODE:

Policy Period: 10/01/2016 to 10/01/2017

Audit Period: 10/01/2016 to 10/01/2017

NAMED INSURED AND ADDRESS:

City of Port Orange
 PO Box 281759
 Port Orange, FL 32129-1759

PRODUCER:

Florida Municipal Insurance Trust
 Post Office Box 630065
 125 East Colonial Drive
 Orlando, FL 32863-0065

ST	LOC	Classification of Operations	Class Code	Exposure	Rate	Earned Premium
		TOTAL PAYROLL: 20,368,467				
FL	1	STREET or Road MAINTENANCE OR BEAUTIFICATION & Drivers	6509	746,182	10.28	76,709
		WATERWORKS OPERATION & Drivers	7520	2,441,382	4.39	107,177
		SEWAGE DISPOSAL PLANT OPERATION & Drivers	7580	746,255	3.45	25,711
		FIREFIGHTERS & Drivers	7704	3,115,850	5.44	169,802
		POLICE OFFICERS & Drivers	7720	4,909,859	4.15	203,759
		AUTOMOBILE SERVICE OR REPAIR CENTER & Drivers	8380	228,780	3.57	8,203
		CLERICAL OFFICE EMPLOYEES NOC	8810	4,291,462	0.23	9,870
		ATTORNEY - ALL EMPLOYEES & Clerical, Messengers, Drivers	8820	226,724	0.19	431
		HOSPITAL - VETERINARY - & Drivers	8831	50,510	2.04	1,030
		Buildings - Operation by Owner or Lessee	9015	98,989	4.83	4,885
		PARK NOC - ALL EMPLOYEES & Drivers	9102	1,083,681	4.50	48,766
		MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	9410	2,430,793	2.29	55,685
		AR Adjustment			1.013	9,250
		Deductible Stoploss Limit: 25,000	9664		0.240	-172,982
		Employer Safety Premium Credit	9765		0.020	-10,956
		Drug-Free Workplace Credit	9841		0.050	-26,841
		Total After Credits				609,978

Florida Municipal Insurance Trust
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
FINAL AUDIT STATEMENT

Policy No: FMIT #0498

NCCI CARRIER CODE:

Policy Period: 10/01/2016 to 10/01/2017

Audit Period: 10/01/2016 to 10/01/2017

NAMED INSURED AND ADDRESS:

City of Port Orange
 PO Box 281759
 Port Orange, FL 32128-1759

PRODUCER:

Florida Municipal Insurance Trust
 Post Office Box 530085
 125 East Colonial Drive
 Orlando, FL 32853-0085

ST	LOC	Classification of Operations	Class Code	Exposure	Rate	Earned Premium
		Experience Modification	9898		0.990	-5,100
		STANDARD PREMIUM				504,878
		Advance Discount	0063			-62,492
		Expense Constant	0900			200
		Terrorism Risk Insurance Act	9740		0.0000	0
		EARNED PREMIUM				452,586
		Incentive Credit				-192,858

Total Earned Premium	289,728.00
Previously Written Premium	300,368.00
Return Premium	40,838.00
Total Return	40,838.00



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2013

Production Date: 09/08/2016

State: FLORIDA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.38	512,290	714,937	202,647	231,491	92,000	455,756	224,265
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.38		512,290	714,937	202,647	215,010	92,000	376,729	161,719
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	161,719		$C * (1 - A) + G$ 409,620		$(A) * (F)$ 81,704		(J) 653,043
Expected	(E)	202,647		$C * (1 - A) + G$ 409,620		$(A) * (C)$ 194,670		(K) 806,937
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors			1.00			$(J) / (K)$.81		

REVISED RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

REVISED RATING TO INCLUDE UPDATED DATA FOR: FL, POL. #: FMIT0496, EFF.: 10/01/2009



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2013

Production Date: 09/08/2016

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2009

Exp Date: 10/01/2010

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.19	.24	1,055,354	33,666	8,080	WC201011432	03	F	9,441	9,441
7520	1.74	.34	2,346,222	40,824	13,880	WC201011515	03	F	10,379	10,000
7580	1.20	.28	1,064,692	12,776	3,577	WC200911340	05	F	1,766	1,766
7704	1.75	.24	3,770,864	65,990	15,838	WC200911348	05	F	50,605	10,000
7720	1.53	.28	4,729,217	72,357	20,260	WC201011437	06	F	2,225	2,225
8380	1.28	.32	340,336	4,356	1,394	WC201011492	06	F	2,677	2,677
8810	.10	.34	3,917,625	3,918	1,332	NO. 16	06	*	8,296	8,296
8820	.08	.31	408,837	327	101	WC201011432	06	F	25,413	10,000
8831	.82	.34	96,190	789	268					
9015	1.87	.34	195,240	3,651	1,241					
9102	1.71	.34	818,083	13,989	4,756					
9410	1.12	.34	1,110,870	12,442	4,230					
9664	DEDUCTIBLE REPORTI			0	0					
9765	WORKPLACE SAFETY (			-4,660	-1,318					
9841	DRUG-FREE WORKPLAC			-11,416	-3,228					
Policy Total:				19,853,530	Subject Premium:	615,954	Total Act Inc Losses:			110,802

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 2 of 4



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2013

Production Date: 09/08/2016

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2010

Exp Date: 10/01/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.19	.24	1,017,430	32,456	7,789	WC201111878	05	O	16,905	10,000
7520	1.74	.34	2,193,592	38,169	12,977	WC201111899	05	F	53,434	10,000
7580	1.20	.28	1,013,579	12,163	3,406	WC201111987	06	F	2,537	2,537
7704	1.75	.24	3,547,074	62,074	14,898	WC201111958	06	F	2,637	2,637
7720	1.53	.28	4,432,032	67,810	18,987	WC201011751	06	F	5,371	5,371
8380	1.28	.32	292,649	3,746	1,199	WC201111888	06	F	5,982	5,982
8810	.10	.34	3,652,318	3,652	1,242	NO. 23	06	*	14,197	14,197
8820	.08	.31	366,318	293	91	WC201111815	06	F	18,132	10,000
8831	.82	.34	93,601	768	261	WC201111767	09	F	2,571	2,571
9015	1.87	.34	191,353	3,578	1,217	WC201111969	09	F	26,836	10,000
9102	1.71	.34	915,916	15,662	5,325					
9410	1.12	.34	1,013,758	11,354	3,860					
9664	DEDUCTIBLE REPORTI			0	0					
9765	WORKPLACE SAFETY (			-4,445	-1,258					
9841	DRUG-FREE WORKPLAC			-10,890	-3,083					
Policy Total: 18,729,620				Subject Premium:	527,084	Total Act Inc Losses: 148,602				

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 3 of 4



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2013

Production Date: 09/08/2016

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2011

Exp Date: 10/01/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.19	.24	920,892	29,376	7,050	WC201112018	05	O	16,400	10,000
7520	1.74	.34	2,305,036	40,108	13,637	WC201212314	05	O	16,681	10,000
7580	1.20	.28	1,044,486	12,534	3,510	WC201212314	05	O	21,678	10,000
7704	1.75	.24	3,157,598	55,258	13,262	WC201212218	05	F	22,381	10,000
7720	1.53	.28	4,566,475	69,867	19,563	WC201212248	05	O	22,900	10,000
8380	1.28	.32	272,424	3,487	1,116	WC201112094	06	F	2,433	2,433
8810	.10	.34	3,621,546	3,622	1,231	WC201112080	06	F	2,672	2,672
8820	.08	.31	309,185	247	77	WC201212291	06	O	2,834	2,834
8831	.82	.34	66,312	544	185	NO. 26	06	*	17,492	17,492
9015	1.87	.34	180,703	3,379	1,149	WC201212266	09	F	2,244	2,244
9102	1.71	.34	870,148	14,880	5,059	WC201112054	09	F	8,890	8,890
9410	1.12	.34	898,115	10,059	3,420	WC201112084	09	O	59,747	10,000
9664	DEDUCTIBLE REPORTI			0	0					
9765	WORKPLACE SAFETY (			-4,007	-1,140					
9841	DRUG-FREE WORKPLAC			-9,816	-2,794					
Policy Total:				18,212,920	Subject Premium:	554,561	Total Act Inc Losses:			196,352

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2014

Production Date: 06/30/2017

State: FLORIDA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.38	474,132	713,361	239,229	287,965	91,300	603,420	315,455
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.38		474,132	713,361	239,229	266,134	91,300	498,005	231,871
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	231,871		C * (1 - A) + G 385,262		(A) * (F) 101,131		(J) 718,264
Expected	(E)	239,229		C * (1 - A) + G 385,262		(A) * (C) 180,170		(K) 804,661
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors			1.00			(J) / (K) .89		

REVISED RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

REVISED RATING TO INCLUDE UPDATED DATA FOR: FL, POL. #: FMIT0496, EFF.: 10/01/2011

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2014

Production Date: 06/30/2017

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date:

10/01/2010

Exp Date:

10/01/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.67	.29	1,017,430	37,340	10,829	WC201111878	05	F	14,368	13,500
7520	1.68	.40	2,193,592	36,852	14,741	WC201111899	05	F	53,434	13,500
7580	1.25	.33	1,013,579	12,670	4,181	WC201111987	06	F	2,537	2,537
7704	1.84	.29	3,547,074	65,266	18,927	WC201111958	06	F	2,637	2,637
7720	1.54	.33	4,432,032	68,253	22,523	WC201011751	06	F	5,371	5,371
8380	1.35	.37	292,649	3,951	1,462	WC201111888	06	F	5,982	5,982
8810	.10	.40	3,652,318	3,652	1,461	NO. 21	06	*	13,937	13,937
8820	.08	.37	366,318	293	108	WC201111815	06	F	18,132	13,500
8831	.86	.40	93,601	805	322	WC201111767	09	F	2,571	2,571
9015	1.95	.40	191,353	3,731	1,492	WC201111969	09	F	26,836	13,500
9102	1.76	.40	915,916	16,120	6,448					
9410	1.11	.40	1,013,758	11,253	4,501					
9664	DEDUCTIBLE REPORTI			0	0					
9765	WORKPLACE SAFETY (			-4,595	-1,536					
9841	DRUG-FREE WORKPLAC			-11,256	-3,764					
Policy Total:				18,729,620	Subject Premium:	527,084	Total Act Inc Losses:		145,805	

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2014

Production Date: 06/30/2017

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2011

Exp Date: 10/01/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.67	.29	920,892	33,797	9,801	WC201212314	05	O	18,953	13,500
7520	1.68	.40	2,305,036	38,725	15,490	WC201212218	05	F	22,381	13,500
7580	1.25	.33	1,044,486	13,056	4,308	WC201212336	06	F	729	729
7704	1.84	.29	3,157,598	58,100	16,849	WC201212336	06	F	754	754
7720	1.54	.33	4,566,475	70,324	23,207	WC201212336	06	F	818	818
8380	1.35	.37	272,424	3,678	1,361	WC201112094	06	F	1,389	1,389
8810	.10	.40	3,621,546	3,622	1,449	WC201112094	06	F	1,494	1,494
8820	.08	.37	309,185	247	91	WC201112094	06	F	1,595	1,595
8831	.86	.40	66,312	570	228	WC201112094	06	F	2,433	2,433
9015	1.95	.40	180,703	3,524	1,410	WC201112080	06	F	2,672	2,672
9102	1.76	.40	870,148	15,315	6,126	NO. 20	06	*	10,713	10,713
9410	1.11	.40	898,115	9,969	3,988	WC201212314	06	F	12,153	12,153
9664	DEDUCTIBLE REPORTI			0	0	WC201212266	09	F	2,244	2,244
9765	WORKPLACE SAFETY (			-4,131	-1,388	WC201112018	09	F	8,654	8,654
9841	DRUG-FREE WORKPLAC			-10,121	-3,401	WC201112054	09	F	8,890	8,890
						WC201212248	09	O	26,596	13,500
						WC201112084	09	O	59,747	13,500
Policy Total:				18,212,920	Subject Premium:	554,561	Total Act Inc Losses:			182,215

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2014

Production Date: 06/30/2017

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date:

10/01/2012

Exp Date:

10/01/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.67	.29	809,923	29,724	8,620	WC201312522	05	O	29,002	13,500
7520	1.68	.40	2,146,188	36,056	14,422	WC201312695	05	O	33,000	13,500
7580	1.25	.33	934,270	11,678	3,854	WC201312689	06	F	63	63
7704	1.84	.29	3,260,691	59,997	17,399	WC201312688	06	F	63	63
7720	1.54	.33	4,583,825	70,591	23,295	WC201312689	06	F	63	63
8380	1.35	.37	283,315	3,825	1,415	WC201312681	06	F	90	90
8810	.10	.40	3,705,886	3,706	1,482	WC201312650	06	F	90	90
8820	.08	.37	320,366	256	95	WC201312650	06	F	90	90
8831	.86	.40	55,778	480	192	WC201312649	06	F	90	90
9015	1.95	.40	149,635	2,918	1,167	WC201312681	06	F	90	90
9102	1.76	.40	955,981	16,825	6,730	WC201312681	06	F	90	90
9410	1.11	.40	824,879	9,156	3,662	WC201312686	06	F	90	90
9664	DEDUCTIBLE REPORTI			0	0	WC201312686	06	F	90	90
9765	WORKPLACE SAFETY (			-3,728	-1,252	WC201312686	06	F	90	90
9841	DRUG-FREE WORKPLAC			-9,133	-3,066	WC201312686	06	F	90	90
						WC201312686	06	F	90	90
						WC201312687	06	F	90	90
						WC201312688	06	F	90	90
						WC201312688	06	F	90	90
						WC201312688	06	F	90	90
						WC201312688	06	F	90	90
						WC201312688	06	F	90	90
						WC201312681	06	F	90	90
						WC201312688	06	F	90	90
						WC201312689	06	F	90	90
						WC201312689	06	F	90	90
						WC201312690	06	F	90	90
						WC201312690	06	F	90	90
						WC201312690	06	F	90	90
						WC201312687	06	F	90	90
						WC201312689	06	F	98	98
						WC201312690	06	F	98	98
						WC201312687	06	F	98	98
						WC201312690	06	F	98	98
						WC201312649	06	F	114	114
						WC201312650	06	F	116	116
						WC201312650	06	F	116	116
						WC201312649	06	F	120	120

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2014

Production Date: 06/30/2017

State: FLORIDA

				WC201312689	06	F	126	126
				WC201312474	06	F	2,160	2,160
				WC201312536	06	F	3,487	3,487
				WC201312611	06	F	6,245	6,245
				NO. 22	06	*	11,967	11,967
				WC201312697	06	O	40,056	13,500
				WC201312468	09	F	11,690	11,690
				WC201312681	09	O	21,815	13,500
				WC201212386	09	O	44,425	13,500
				WC201212437	09	O	68,220	13,500
Policy Total:		18,030,737	Subject Premium:	630,502	Total Act Inc Losses:		275,400	

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2015

Production Date: 06/30/2017

State: FLORIDA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.37	448,451	708,664	260,213	329,285	92,400	708,901	379,616
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.37		448,451	708,664	260,213	329,285	92,400	622,341	293,056

	Primary Losses		Stabilizing Value		Ratable Excess		Totals			
	(I)		C * (1 - A) + G		(A) * (F)		(J)			
Actual	293,056		374,924		121,835		789,815			
	(E)		C * (1 - A) + G		(A) * (C)		(K)			
Expected	260,213		374,924		165,927		801,064			
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod	
Factors			1.00						(J) / (K) .99	

REVISED RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

REVISED RATING TO INCLUDE UPDATED DATA FOR: FL, POL. #: FMIT0496, EFF.: 10/01/2011

REVISED RATING TO INCLUDE UPDATED DATA FOR: FL, POL. #: FMIT0496, EFF.: 10/01/2013



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2015

Production Date: 06/30/2017

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2011

Exp Date: 10/01/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.47	.32	920,892	31,955	10,226	WC201212218	05	F	22,381	15,500
7520	1.77	.43	2,305,036	40,799	17,544	WC201212336	06	F	729	729
7580	1.25	.36	1,044,486	13,056	4,700	WC201212336	06	F	754	754
7704	1.84	.32	3,157,598	58,100	18,592	WC201212336	06	F	818	818
7720	1.56	.36	4,566,475	71,237	25,645	WC201112094	06	F	1,389	1,389
8380	1.44	.41	272,424	3,923	1,608	WC201112094	06	F	1,494	1,494
8810	.10	.43	3,621,546	3,622	1,557	WC201112094	06	F	1,595	1,595
8820	.09	.41	309,185	278	114	WC201112094	06	F	2,433	2,433
8831	.92	.43	66,312	610	262	WC201112080	06	F	2,672	2,672
9015	2.09	.43	180,703	3,777	1,624	WC201212314	06	F	5,953	5,953
9102	1.88	.43	870,148	16,359	7,034	NO. 20	06	*	10,713	10,713
9410	1.02	.43	898,115	9,161	3,939	WC201212314	06	F	12,153	12,153
9664	PREMIUM CREDIT FOR			0	0	WC201112018	09	F	8,654	8,654
9765	WORKPLACE SAFETY C			-4,163	-1,529	WC201112054	09	F	8,890	8,890
9841	DRUG FREE CREDIT			-10,200	-3,745	WC201212248	09	O	30,661	15,500
						WC201112084	09	F	31,223	15,500
						WC201212266	09	O	73,800	15,500
Policy Total:				18,212,920	Subject Premium:	554,561	Total Act Inc Losses:		216,312	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2015

Production Date: 06/30/2017

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2012

Exp Date: 10/01/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.47	.32	809,923	28,104	8,993	WC20131252	05	F	20,739	15,500
7520	1.77	.43	2,146,188	37,988	16,335	WC201312689	06	F	63	63
7580	1.25	.36	934,270	11,678	4,204	WC20131268	06	F	63	63
7704	1.84	.32	3,260,691	59,997	19,199	WC201312689	06	F	63	63
7720	1.56	.36	4,583,825	71,508	25,743	WC20131265	06	F	90	90
8380	1.44	.41	283,315	4,080	1,673	WC201312649	06	F	90	90
8810	.10	.43	3,705,886	3,706	1,594	WC20131265	06	F	90	90
8820	.09	.41	320,366	288	118	WC201312687	06	F	90	90
8831	.92	.43	55,778	513	221	WC20131268	06	F	90	90
9015	2.09	.43	149,635	3,127	1,345	WC201312681	06	F	90	90
9102	1.88	.43	955,981	17,972	7,728	WC20131268	06	F	90	90
9410	1.02	.43	824,879	8,414	3,618	WC201312686	06	F	90	90
9664	PREMIUM CREDIT FOR			0	0	WC20131268	06	F	90	90
9765	WORKPLACE SAFETY C			-3,761	-1,380	WC201312686	06	F	90	90
9841	DRUG FREE CREDIT			-9,213	-3,381	WC20131268	06	F	90	90
						WC201312686	06	F	90	90
						WC20131268	06	F	90	90
						WC201312688	06	F	90	90
						WC20131268	06	F	90	90
						WC201312688	06	F	90	90
						WC20131268	06	F	90	90
						WC201312681	06	F	90	90
						WC20131268	06	F	90	90
						WC201312689	06	F	90	90
						WC20131268	06	F	90	90
						WC201312690	06	F	90	90
						WC20131269	06	F	90	90
						WC201312690	06	F	90	90
						WC20131268	06	F	98	98
						WC201312689	06	F	98	98
						WC20131269	06	F	98	98
						WC201312690	06	F	98	98
						WC20131264	06	F	114	114
						WC201312650	06	F	116	116
						WC20131265	06	F	116	116
						WC201312649	06	F	120	120
						WC20131268	06	F	126	126

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2015

Production Date: 06/30/2017

State: FLORIDA

				WC201312474	06	F	2,160	2,160
				WC201312536	06	F	3,487	3,487
				WC201312611	06	F	6,245	6,245
				NO. 22	06	*	11,967	11,967
				WC201312695	06	F	14,297	14,297
				WC201212386	09	F	7,226	7,226
				WC201312468	09	F	11,690	11,690
				WC201312681	09	O	27,392	15,500
				WC201212437	09	F	28,672	15,500
				WC201312697	09	O	66,309	15,500
Policy Total:			18,030,737	Subject Premium:	630,502	Total Act Inc Losses:	203,517	

09-FLORIDA

Firm ID: Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2013

Exp Date: 10/01/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.47	.32	809,587	28,093	8,990	WC201412829	05	F	8,925	8,925
7520	1.77	.43	2,206,816	39,061	16,796	WC201412944	05	F	9,075	9,075
7580	1.25	.36	963,849	12,048	4,337	WC201412836	06	F	628	628
7704	1.84	.32	3,129,047	57,574	18,424	WC201412836	06	F	628	628
7720	1.56	.36	4,770,362	74,418	26,790	WC201412836	06	F	628	628
8380	1.44	.41	210,554	3,032	1,243	WC201312781	06	F	2,370	2,370
8810	.10	.43	3,573,873	3,574	1,537	WC201413013	06	O	2,477	2,477
8820	.09	.41	350,043	315	129	WC201312808	06	F	5,401	5,401
8831	.92	.43	57,980	533	229	WC201412902	06	F	7,042	7,042
9015	2.09	.43	162,607	3,398	1,461	WC201413076	06	F	7,101	7,101
9102	1.88	.43	954,416	17,943	7,715	NO. 17	06	*	7,189	7,189
9410	1.02	.43	845,155	8,621	3,707	WC201412884	06	O	8,000	8,000
9664	PREMIUM CREDIT FOR			0	0	WC201413032	09	O	23,953	15,500
9765	WORKPLACE SAFETY C			-3,728	-1,370	WC201413052	09	O	32,310	15,500
9841	DRUG FREE CREDIT			-9,133	-3,356	WC201412880	09	O	41,316	15,500
						WC201412946	09	O	62,133	15,500
						WC201412931	09	F	69,896	15,500
Policy Total:			18,034,289	Subject Premium:	672,507	Total Act Inc Losses:			289,072	

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2016

Production Date: 06/30/2017

State: FLORIDA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.37	448,068	708,527	260,459	273,007	90,300	596,926	323,919
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.37		448,068	708,527	260,459	273,007	90,300	510,145	237,138
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	237,138		C * (1 - A) + G 372,583		(A) * (F) 101,013		(J) 710,734
Expected	(E)	260,459		C * (1 - A) + G 372,583		(A) * (C) 165,785		(K) 798,827
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors			1.00			(J) / (K) .89		

REVISED RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

REVISED RATING TO INCLUDE UPDATED DATA FOR: FL, POL. #: FMIT0496, EFF.: 10/01/2013

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2016

Production Date: 06/30/2017

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2012

Exp Date: 10/01/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.52	.32	809,923	28,509	9,123	WC201312522	05	F	20,739	16,000
7520	1.79	.43	2,146,188	38,417	16,519	WC201312689	06	F	63	63
7580	1.24	.36	934,270	11,585	4,171	WC201312688	06	F	63	63
7704	1.87	.32	3,260,691	60,975	19,512	WC201312689	06	F	63	63
7720	1.50	.36	4,583,825	68,757	24,753	WC201312690	06	F	90	90
8380	1.40	.41	283,315	3,966	1,626	WC201312690	06	F	90	90
8810	.09	.43	3,705,886	3,335	1,434	WC201312690	06	F	90	90
8820	.07	.41	320,366	224	92	WC201312688	06	F	90	90
8831	.83	.43	55,778	463	199	WC201312649	06	F	90	90
9015	1.98	.43	149,635	2,963	1,274	WC201312650	06	F	90	90
9102	1.83	.43	955,981	17,494	7,522	WC201312650	06	F	90	90
9410	.94	.43	824,879	7,754	3,334	WC201312687	06	F	90	90
9664	DEDUCTIBLE REPORTI			0	0	WC201312681	06	F	90	90
9765	WORKPLACE SAFETY (			-3,716	-1,361	WC201312681	06	F	90	90
9841	DRUG-FREE WORKPLAC			-9,104	-3,335	WC201312681	06	F	90	90
						WC201312686	06	F	90	90
						WC201312686	06	F	90	90
						WC201312686	06	F	90	90
						WC201312686	06	F	90	90
						WC201312686	06	F	90	90
						WC201312689	06	F	90	90
						WC201312689	06	F	90	90
						WC201312688	06	F	90	90
						WC201312681	06	F	90	90
						WC201312688	06	F	90	90
						WC201312688	06	F	90	90
						WC201312688	06	F	90	90
						WC201312687	06	F	90	90
						WC201312686	06	F	90	90
						WC201312689	06	F	98	98
						WC201312690	06	F	98	98
						WC201312690	06	F	98	98
						WC201312687	06	F	98	98
						WC201312649	06	F	114	114
						WC201312650	06	F	116	116
						WC201312650	06	F	116	116
						WC201312649	06	F	120	120
						WC201312689	06	F	126	126

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 2 of 4



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2016

Production Date: 06/30/2017

State: FLORIDA

				WC201312474	06	F	2,160	2,160
				WC201312536	06	F	3,487	3,487
				WC201312611	06	F	6,245	6,245
				NO. 22	06	*	11,967	11,967
				WC201312695	06	F	14,297	14,297
				WC201212386	09	F	7,226	7,226
				WC201312681	09	F	11,160	11,160
				WC201312468	09	F	11,690	11,690
				WC201212437	09	F	28,672	16,000
				WC201312697	09	O	79,420	16,000
Policy Total:			18,030,737	Subject Premium:	630,502		Total Act Inc Losses:	200,396

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2013

Exp Date: 10/01/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.52	.32	809,587	28,497	9,119	WC201412829	05	F	8,925	8,925
7520	1.79	.43	2,206,816	39,502	16,986	WC201412944	05	F	9,075	9,075
7580	1.24	.36	963,849	11,952	4,303	WC201412836	06	F	628	628
7704	1.87	.32	3,129,047	58,513	18,724	WC201412836	06	F	628	628
7720	1.50	.36	4,770,362	71,555	25,760	WC201412836	06	F	628	628
8380	1.40	.41	210,554	2,948	1,209	WC201413013	06	O	2,341	2,341
8810	.09	.43	3,573,873	3,216	1,383	WC201312781	06	F	2,370	2,370
8820	.07	.41	350,043	245	100	WC201412884	06	O	3,768	3,768
8831	.83	.43	57,980	481	207	WC201312808	06	F	5,401	5,401
9015	1.98	.43	162,607	3,220	1,385	WC201412902	06	F	7,042	7,042
9102	1.83	.43	954,416	17,466	7,510	WC201413076	06	F	7,101	7,101
9410	.94	.43	845,155	7,944	3,416	NO. 17	06	*	7,189	7,189
9664	DEDUCTIBLE REPORTI			0	0	WC201413052	09	F	3,884	3,884
9765	WORKPLACE SAFETY (			-3,682	-1,351	WC201413032	09	O	3,990	3,990
9841	DRUG-FREE WORKPLAC			-9,020	-3,310	WC201412946	09	F	30,402	16,000
						WC201412880	09	O	57,000	16,000
						WC201412931	09	F	69,896	16,000
Policy Total:			18,034,289	Subject Premium:	672,507	Total Act Inc Losses:	220,268			

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2016

Production Date: 06/30/2017

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date:

10/01/2014

Exp Date:

10/01/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.52	.32	827,056	29,112	9,316	WC201513358	05	O	17,971	16,000
7520	1.79	.43	2,022,764	36,207	15,569	WC201513300	05	O	18,577	16,000
7580	1.24	.36	964,147	11,955	4,304	WC201513224	06	F	2,028	2,028
7704	1.87	.32	2,984,128	55,803	17,857	WC201513287	06	O	2,035	2,035
7720	1.50	.36	5,180,260	77,704	27,973	WC201413157	06	O	2,203	2,203
8380	1.40	.41	127,600	1,786	732	WC201513407	06	F	3,009	3,009
8810	.09	.43	3,308,920	2,978	1,281	WC201513379	06	O	3,027	3,027
8820	.07	.41	261,640	183	75	WC201513390	06	F	3,073	3,073
8831	.83	.43	59,689	495	213	WC201413109	06	F	4,527	4,527
8868	.21	.45	3,025	6	3	WC201513386	06	O	4,568	4,568
9015	1.98	.43	259,933	5,147	2,213	WC201513253	06	O	5,541	5,541
9102	1.83	.43	1,019,478	18,656	8,022	NO. 25	06	*	15,373	15,373
9410	.94	.43	1,943,167	18,266	7,854	WC201413117	09	O	94,330	16,000
9664	DEDUCTIBLE REPORTI			0	0					
9765	WORKPLACE SAFETY (			-4,125	-1,524					
9841	DRUG-FREE WORKPLAC			-10,105	-3,733					
Policy Total:				18,961,807	Subject Premium:	708,119	Total Act Inc Losses:			176,262

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 4 of 4



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2017

Production Date: 06/30/2017

State: FLORIDA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.37	456,350	723,743	267,393	483,466	94,600	834,449	350,983
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.37		456,350	723,743	267,393	483,466	94,600	759,570	276,104
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	276,104		C * (1 - A) + G 382,101		(A) * (F) 178,882		(J) 837,087
Expected	(E)	267,393		C * (1 - A) + G 382,101		(A) * (C) 168,850		(K) 818,344
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors			1.01			(J) / (K) 1.02		

REVISED RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

REVISED RATING TO INCLUDE UPDATED DATA FOR: FL, POL. #: FMIT0496, EFF.: 10/01/2013

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2017

Production Date: 06/30/2017

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2013

Exp Date: 10/01/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.52	.32	809,587	28,497	9,119	WC201412829	05	F	8,925	8,925
7520	1.79	.43	2,206,816	39,502	16,986	WC201412944	05	F	9,075	9,075
7580	1.24	.36	963,849	11,952	4,303	WC201412836	06	F	628	628
7704	1.87	.32	3,129,047	58,513	18,724	WC201412836	06	F	628	628
7720	1.50	.36	4,770,362	71,555	25,760	WC201412836	06	F	628	628
8380	1.40	.41	210,554	2,948	1,209	WC201312781	06	F	2,370	2,370
8810	.09	.43	3,573,873	3,216	1,383	WC201412884	06	F	3,768	3,768
8820	.07	.41	350,043	245	100	WC201312808	06	F	5,401	5,401
8831	.83	.43	57,980	481	207	WC201412902	06	F	7,042	7,042
9015	1.98	.43	162,607	3,220	1,385	WC201413076	06	F	7,101	7,101
9102	1.83	.43	954,416	17,466	7,510	NO. 18	06	*	8,880	8,880
9410	.94	.43	845,155	7,944	3,416	WC201413052	09	F	3,900	3,900
9664	DEDUCTIBLE REPORTI			0	0	WC201413032	09	F	3,990	3,990
9765	WORKPLACE SAFETY (			-3,682	-1,351	WC201412946	09	F	30,855	16,000
9841	DRUG-FREE WORKPLAC			-9,020	-3,310	WC201412880	09	O	32,837	16,000
						WC201412931	09	F	69,896	16,000
Policy Total:				18,034,289	Subject Premium:	672,507	Total Act Inc Losses:		195,924	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2017

Production Date: 06/30/2017

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2014

Exp Date: 10/01/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.52	.32	827,056	29,112	9,316	WC201513224	05	O	2,329	2,329
7520	1.79	.43	2,022,764	36,207	15,569	WC201513358	05	O	12,324	12,324
7580	1.24	.36	964,147	11,955	4,304	WC201513300	05	O	13,267	13,267
7704	1.87	.32	2,984,128	55,803	17,857	WC201513379	06	F	2,023	2,023
7720	1.50	.36	5,180,260	77,704	27,973	WC201413157	06	F	2,211	2,211
8380	1.40	.41	127,600	1,786	732	WC201513386	06	F	2,423	2,423
8810	.09	.43	3,308,920	2,978	1,281	WC201513407	06	F	3,058	3,058
8820	.07	.41	261,640	183	75	WC201513390	06	F	3,073	3,073
8831	.83	.43	59,689	495	213	WC201413109	06	F	4,527	4,527
8868	.21	.45	3,025	6	3	NO. 27	06	*	14,768	14,768
9015	1.98	.43	259,933	5,147	2,213	WC201413117	09	O	111,160	16,000
9102	1.83	.43	1,019,478	18,656	8,022	WC201413101	09	O	156,907	16,000
9410	.94	.43	1,943,167	18,266	7,854					
9664	DEDUCTIBLE REPORTI			0	0					
9765	WORKPLACE SAFETY (			-4,125	-1,524					
9841	DRUG-FREE WORKPLAC			-10,105	-3,733					
Policy Total:				18,961,807	Subject Premium:		708,119	Total Act Inc Losses:		328,070

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PORT ORANGE CITY OF

Risk ID: 090179160

Rating Effective Date: 10/01/2017

Production Date: 06/30/2017

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: PORT ORANGE CITY OF

Carrier: 31860

Policy No. FMIT0496

Eff Date: 10/01/2015

Exp Date: 10/01/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5509	3.52	.32	779,786	27,448	8,783	WC201513535	05	O	24,630	16,000
7520	1.79	.43	2,301,257	41,193	17,713	WC201613668	05	O	45,000	16,000
7580	1.24	.36	835,527	10,361	3,730	WC201613669	05	O	88,237	16,000
7704	1.87	.32	3,122,281	58,387	18,684	WC201613626	06	O	118	118
7720	1.50	.36	4,723,502	70,853	25,507	WC201613514	06	F	2,153	2,153
8380	1.40	.41	210,956	2,953	1,211	WC201513501	06	O	2,351	2,351
8810	.09	.43	4,024,094	3,622	1,557	WC201613581	06	O	3,562	3,562
8820	.07	.41	246,664	173	71	WC201613629	06	F	6,779	6,779
8831	.83	.43	21,726	180	77	WC201613653	06	O	11,495	11,495
9015	1.98	.43	185,462	3,672	1,579	NO. 30	06	*	11,980	11,980
9102	1.83	.43	1,102,080	20,168	8,672	WC201513443	09	F	4,222	4,222
9410	.94	.43	2,382,469	22,395	9,630	WC201613670	09	O	4,500	4,500
9664	DEDUCTIBLE REPORTI			0	0	WC201613554	09	F	5,484	5,484
9765	WORKPLACE SAFETY (			-4,222	-1,570	WC201613542	09	O	25,444	16,000
9841	DRUG-FREE WORKPLAC			-10,345	-3,847	WC201613673	09	O	30,000	16,000
						WC201613513	09	O	44,500	16,000
Policy Total:				19,935,804	Subject Premium:	661,153	Total Act Inc Losses:		310,455	

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

MASTER APPLICATION FOR BLANKET ACCIDENT INSURANCE POLICY

Application is hereby made for an accident insurance policy based on the following statements and representations:

1. Identification of Policyholder:

Name of Policyholder: City of Port Orange

Address of Policyholder: 1000 City Center Circle, Port Orange, FL 32119

Policy Number: SRG 0009045955-C

2. Classification of Eligible Persons:

Class	Description of Class
-------	----------------------

I	All full-time and part-time Law Enforcement Officers of the Policyholder.
---	---

II	All full-time Fire Fighters of the Policyholder.
----	--

Number of Eligible Persons: To Be Determined

3. Policy Coverage:

A. **Covered Activities:** *While performing the duties of the Insured's job.*

B. **Benefit Schedule:**

CLASS I & II

Accidental Death Benefit

Maximum Amount:

\$72,764

a) If an Insured is killed while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of firefighter, participating in a training exercise; an additional \$72,764 will be paid

b) If an Insured is killed as a result of an unlawful and intentional act by another person, an additional \$205,818 will be paid

Accidental Dismemberment Benefit

Maximum Amount: \$72,764

a) If an Insured suffers a dismemberment while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of firefighter, participating in a training exercise; an additional \$72,764 will be paid

b) If an Insured is dismembered as a result of an unlawful and intentional act by another person, an additional \$205,818 will be paid

Florida Statutory Burial Benefit

Maximum Amount: \$1,000

Florida Day Care Benefit

Maximum Amount per year: \$2,000

Florida Statutory Medical Continuation Benefit

Medical Continuation Benefit – Accidental Death Maximum Amount: \$5,000

Florida Education Benefit

Maximum Amount per school year: \$2,000

Weekly Accident Indemnity Benefit

Weekly Maximum Amount: \$100

Maximum Number of Weeks: 52 weeks

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

C. Policy Riders and/or Endorsements:

The following Riders and/or Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

CLASS I & II

FORM NO.	DESCRIPTION
S30399DBG-FL	Injury Definition and Exclusions Amendatory Rider
S30404DBG-FL(Rev 8-12)	Florida Statutory Benefit Endorsement
S30405DBG-FL	Florida Annual Accidental Death Benefit Adjustment Rider
S30587DBG-FL	Florida Statutory Burial Benefit Rider
S30588DBG-FL	Day Care Benefit Rider
S30589DBG-FL	Florida Statutory Medical Continuation Rider
S30590DBG-FL	Florida Education Benefit Rider
S30576DBG-FL	Weekly Accident Indemnity Rider
89644(7/05)	Coverage Territory Endorsement
S30841DBG-FL	Policy Amendment

4. Premiums:

It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

\$7,087.50 per year, due and payable in advance of the policy term.

5. **Policy Effective Date:** October 1, 2017

6. **Policy Termination Date:** October 1, 2018

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 is guilty of a felony of the third degree.

Signed for the Policyholder

Title

Date

Signed by Licensed Resident Agent

(Print Name)

(Date)

(Agent License No.)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: City of Port Orange
Policy Number: SRG 0009045955-C

FLORIDA ANNUAL ACCIDENTAL DEATH BENEFIT ADJUSTMENT RIDER

This Rider is attached to and made part of the Policy effective October 1, 2017. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

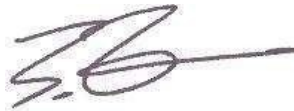
Annual Accidental Death Benefit Adjustment. The Maximum Amount payable under the Accidental Death Benefit in the Policy will be adjusted on July 1 of each year following the effective date of the Rider, shown above, by a percentage equal to that of the percentage increase in the **Consumer Price Index**.

Any payment for loss of life of an Insured will be in addition to any workers' compensation or pension benefits.

Upon receipt of due written proof of death, payment for loss of life of an Insured will be made to the beneficiary designated by the Insured in writing. If no beneficiary is named, loss of life benefits will be paid to the first surviving class of the following classes: the Insured's (1) child(ren) and spouse in equal portions; or (2) parents. Otherwise, we will pay benefits to the Insured's estate.

Consumer Price Index – as used in this Rider, means the consumer price index published by the U.S. Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

For inquiries, information about coverage or
for assistance in resolving complaints:
National Union Fire Insurance Company of
Pittsburgh, PA.: 1-800-551-0824

Policyholder: City of Port Orange
Policy Number: SRG 0009045955-C

FLORIDA STATUTORY BENEFIT ENDORSEMENT

This Endorsement is attached to and made part of the Policy effective October 1, 2017. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Endorsement.

1. The definition of Injury in the Definitions section of the Policy is deleted and replaced by the following:

Injury - means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under this Policy is in force; (2) which occurs while such person is participating in a Covered Activity; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity, except as provided by this Endorsement, or any other cause) causes a covered loss.

Subject to the conditions stated in Florida statute, Injury shall also include any occupational condition or impairment of health of:

- (1) an Insured Firefighter, Law Enforcement Officer caused by tuberculosis, heart disease or hypertension, if such condition or impairment results in death. (The Insured must have successfully passed a physical examination upon entering into any such employment which examination failed to reveal any evidence of any such condition.); or
- (2) an Insured Emergency Rescue or Public Safety Worker caused by hepatitis, meningococcal meningitis or tuberculosis, if such condition or impairment results in death. (Prior to diagnosis of hepatitis or tuberculosis, the Insured must have undergone standard, medically acceptable tests for evidence of the disease for which the tests fail to indicate the presence of the infection); or
- (3) an Insured First Responder:
 - a) caused by exposure to a toxic substance if there is a preponderance of evidence establishing that exposure to the specific substance involved, at the levels to which the First Responder was exposed, can cause the condition or impairment of health, or;
 - b) due to an adverse result or complication from a required small pox vaccination; or
 - c) resulting in a mental or nervous condition demonstrated by clear and convincing evidence that it is a result of duties as a First Responder and there is an accompanying physical injury.

2. The following definitions are added to the Definitions Section of the Policy:

Emergency Rescue or Public Safety Worker – as used in this Endorsement, means any person employed full-time by the state or any political subdivision of the state as a Firefighter, paramedic, emergency medical technician, Law Enforcement Officer, or Correctional Officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, the term “Emergency Rescue or Public Safety Worker” does not include any person employed by a public hospital licensed under chapter 395 or any person employed by a subsidiary thereof.

Firefighter – as used in this Endorsement, means any full-time duly employed uniformed Firefighter employed by an employer, whose primary duty is the prevention and extinguishing of fires, the protection of life and property therefrom, the enforcement of municipal, county, and state fire prevention codes, as well as the enforcement of any law pertaining to the prevention and control of fires, who is certified pursuant to § 633.35, and who is a member of duly constituted fire department of such employer.

First Responder – as used in this Endorsement, means a Law Enforcement Officer, a Firefighter, emergency medical technician or paramedic and employed by a state or local government, or a volunteer law enforcement officer, firefighter, emergency medical technician or paramedic engaged by the state or local government.

Law Enforcement Officer – as used in this Endorsement, means any person who is elected, appointed or employed full time by any municipality of the state who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance and management responsibilities of full and part-time law enforcement officers or auxiliary law enforcement officers but does not include support personnel employed by the employing agency.

3. Any sickness exclusion appearing in the Policy or any Rider or Endorsement thereto, does not apply to the sicknesses or diseases for which coverage is provided under this Endorsement.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: City of Port Orange

Policy Number: SRG 0009045955-C

FLORIDA EDUCATION BENEFIT RIDER

This Rider is attached to and made part of the Policy effective October 1, 2017. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Education Benefit for Dependents. If an Insured Law Enforcement or Firefighter is accidentally killed or killed due to an intentional act in the line of duty and for which death benefits are payable under the Policy, the Company will pay a benefit for certain educational expenses for the Insured's surviving spouse or Dependent Child(ren).

For a career certificate or an undergraduate degree, the benefit is the lesser of:

- (a) the annual tuition and cost of matriculation, exclusive of room and board, incurred for up to 120 credit hours; and
- (b) the Maximum Amount per school year, shown on the Benefit Schedule;

to or on behalf of the surviving spouse and/or any Dependent Child(ren) who, at the date of the accident, was enrolled as a full-time student in an institution of higher learning beyond the 12th grade level, or was at the 12th grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following the date of the accident.

Benefits provided to a surviving spouse must commence within 2 years of the Insured's death.

For graduate or postbaccalaureate degrees, the benefit is the lesser of:

- (a) the annual tuition and cost or matriculation, exclusive of room and board, while the surviving spouse and/or Dependent Child(ren) continue(s) to fulfill the professional requirements associated with the specific degree program.
- (b) the Maximum Amount per school year shown on the Benefit Schedule;

to or on behalf of the surviving spouse and any Dependent Child(ren) who, at the date of the accident, was enrolled as a full-time student in an institution of higher learning beyond the 12th grade level, or was at the 12th grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following the date of the Insured's death.

Benefits provided to a surviving spouse must commence within 2 years of the death.

This benefit is payable annually for a maximum of two consecutive annual payments, but only if the surviving spouse and/or Dependent Child(ren) continues his or her education as a full-time student in an institution of higher learning.

The Company will also pay, in addition to all other benefits payable, the actual cost incurred within 30 months from the date of the Insured's death (subject to a maximum of \$2,000.00) to or on behalf of the surviving spouse who has enrolled in any professional or trades training program for the purpose of obtaining an independent source of support and maintenance.

In addition, to be eligible for the benefits provided under this Rider, the surviving spouse and/or Dependent Child(ren) must be a Florida resident at the time of enrollment and must attend either an in-state private career center, college or university or an out-of-state private or public career center, community college or university and shall be enrolled according to the customary rules and requirements of the institution attended.

Only students in good standing shall receive these benefits. If the surviving spouse and or Dependent Child(ren) fails to comply with the ordinary and minimum requirements as to discipline and scholarship of the institution attended, these benefits shall be withdrawn and no further moneys expended so long as such failure or delinquency continues.

S30590DBG-FL

Definitions

Dependent Child(ren) – as it applies to this Benefit Rider only, means the Insured's unmarried child, under the age of 25 years of age or 29 in the case of graduate or post baccalaureate degrees, and who were primarily dependent on the Insured on the date of his or her death for at least 50% of support and maintenance.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: City of Port Orange

Policy Number: SRG 0009045955-C

FLORIDA STATUTORY MEDICAL CONTINUATION RIDER

This Rider is attached to and made part of the Policy effective October 1, 2017. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Medical Continuation Benefit – Accidental Death

If an Insured Law Enforcement Officer is killed in the line of duty as a result of:

- (a) An act of violence inflicted by another person; or
- (b) As a result of an assault against the Insured under riot conditions; or

If an Insured Firefighter is killed in the line of duty as a result of:

- (a) An act of violence inflicted by another person; or
- (b) As a result of a fire which has been determined to have been caused by an act of arson; or
- (c) As a result of an assault against the Insured under riot conditions;

and death benefits are payable under the Policy, the Company will pay an amount equal to the lesser of the entire premium and the Maximum Amount shown in the Benefit Schedule of the Policyholder's Health Insurance Plan for the Insured's surviving Spouse, and for each eligible Dependent Child of the Insured. Benefits will continue, in the case of the Spouse, until he or she remarries and, in the case of Dependent Child(ren), until the later of: 1) he or she reaches the age of majority, or 2) the end of the calendar year in which he or she reaches age 25 if he or she continues to be dependent for support, or is a full-time or part-time student and is dependent for support.

Limitations

In addition to any applicable criminal penalty, upon conviction for a violation as described in Florida statute, a Law Enforcement Officer, Firefighter or other beneficiary who receives or seeks to receive benefits under this Rider shall forfeit the right to receive such benefits and shall reimburse the Company for all benefits paid due to fraud or any other prohibited activity.

Termination

This benefit ends the earliest of:

1. the expiration of five (5) years from the date of the Catastrophic Injury; or
2. the date the Maximum Benefit is paid; or
3. the date the Spouse and/or Dependent Child(ren) become covered under any other plan for individuals in a group.

Definitions

Dependent Child(ren) – as used in this Rider, means the Insured's unmarried child(ren), including a natural, step, foster or adopted child from the moment of placement in the Insured's home, and at the time of the Insured's death, the surviving child(ren) is/are under the age of 25 and dependent upon the Insured for support or a full-time or part-time student and dependent upon the Insured for support.

Health Insurance Plan – as used in this Rider, means the Policyholder's basic group health plan under which the Law Enforcement or Firefighter was insured at the time of the Catastrophic Injury or death but it does not include supplemental benefits that are not part of the basic group health insurance plan.

Spouse – as used in this Rider, means the Insured's legal spouse not legally separated.
The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: City of Port Orange

Policy Number: SRG 0009045955-C

DAY CARE BENEFIT RIDER

This Rider is attached to and made part of the Policy effective October 1, 2017. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Day Care Benefit. If an Insured is killed or suffers a dismemberment for which benefits are payable under the Policy and the Insured has or is survived by Dependent Child(ren), the Company will pay a benefit. The benefit will be the lesser of the following amounts the Lesser of the following amounts:

- 1) the actual cost charged by an accredited Day Care Center per year per Dependent Child, or
- 2) the Maximum Amount shown in the Benefit Schedule.

The Dependent Child(ren) must be currently enrolled on the date of the Insured's death or dismemberment or subsequently enrolled within 90 days after the Insured's death.

The benefit is payable annually for a maximum of two consecutive payments if the enrollment is continuous and the child(ren) remain Dependent Child(ren), as defined. Satisfactory proof of continuous enrollment must be presented at the time of claim.

Definitions.

Dependent Child(ren) – as used in this Rider, means the Insured's unmarried child, including a natural, step, foster or adopted child from the moment of placement in the Insured's home, under age 13 and primarily dependent on the Insured or the surviving spouse for support and maintenance.

Day Care Center – as used in this Rider means a facility that is duly licensed, certified or accredited by the jurisdiction in which it is located to provide child care and is operating in compliance with the applicable laws and regulations of the jurisdiction.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: City of Port Orange

Policy Number: SRG 0009045955-C

FLORIDA STATUTORY BURIAL BENEFIT RIDER

This Rider is attached to and made part of the Policy effective October 1, 2017. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Burial Benefit. If an Insured who is employed by a state, county or municipal agency is killed in the line of duty as a result of:

- 1) an act of violence inflicted by another person; or
- 2) as a result of an assault against the Insured under riot conditions,

and death benefits are payable under the Policy the Company will pay the Maximum Amount shown on the Benefit Schedule for the funeral and burial expenses of the Insured. This amount is in addition to any other benefit amount payable under this policy, the Worker's Compensation Law or any other state or federal statutes.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY

PITTSBURGH, PA.

175 Water Street, 15th Floor,

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: City of Port Orange

Policy Number: SRG 0009045955-C

WEEKLY ACCIDENT INDEMNITY BENEFIT RIDER

This Rider is attached to and made a part of the Policy effective October 1, 2017. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Indemnity Benefit. If, as a result of an Injury, the Insured is rendered Totally Disabled for a certain number of days of the accident that caused the Injury, the Company will pay a benefit after 7 day(s) of Total Disability due to that Injury in any one Period of Disability, retroactive to the first day of Total Disability in that Period of Disability. The amount of the benefit per week is the lesser of: (1) the Weekly Maximum Amount shown for the Weekly Accident Indemnity Benefit in the Benefit Schedule; or (2) 66 2/3% of Weekly Earnings. It is payable weekly so long as the Insured remains Totally Disabled due to that Injury in that Period of Disability, up to the Maximum Number of Weeks shown for the Weekly Accident Indemnity Benefit in the Benefit Schedule in all Periods of Disability resulting from all Injuries caused by the same accident. The Company will pay benefits calculated at a rate of 1/7th of the weekly benefit for each day of Total Disability for which the Company is liable when the Insured is Totally Disabled for less than a full week. Only one benefit is provided for any one day of Total Disability, regardless of the number of Injuries causing the Total Disability. No benefits are payable under this Rider if the Insured had no earnings at the time of the accident causing the Injury from an occupation, job or work being performed at that time.

If the Insured is able to perform the material and substantial duties of his or her occupation from any employer on a full or part-time basis, he or she may return to Total Disability status if: (1) the Insured has not been able to work for longer than 30 days; and (2) the Insured is again Totally Disabled due to the same Injury which caused the original Total Disability.

Periods of Total Disability separated by less than 30 consecutive days will be considered one period of disability unless due to separate and unrelated causes.

The Company reserves the right (as often as it may reasonably require) to determine, on the basis of all the facts and circumstances, that the Insured is Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

In the event the Policy terminates while the Insured is Totally Disabled under this Rider, benefits will be paid until the expiration of (1) the date the Insured is no longer Totally Disabled; or (2) the expiration of the Maximum Number of weeks.

Occupation - as used in this Rider, means the occupation, job or work the Insured performed at the time of the accident causing the Injury for which benefits are claimed under this Rider.

Period of Disability - as used in this Rider, means a period of consecutive days of continuous Total Disability.

Totally Disabled/Total Disability - as used in this Rider, means that the Insured is unable to perform the material and substantial duties of his or her Occupation for any employer.

Weekly Earnings - as used in this Rider, means the Insured's base weekly earnings in his or her Occupation at the time of the accident causing the Injury for which benefits are claimed under this Rider, but not including overtime, bonuses, tips, commissions, and special compensation.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: City of Port Orange

Policy Number: SRG 0009045955-C

INJURY DEFINITION AND EXCLUSIONS AMENDATORY ENDORSEMENT

This Endorsement is attached to and made part of this Policy effective October 1, 2017. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of this Policy except as they are specifically modified by this Endorsement.

1. The definition of Injury in the Definitions section of the Policy is deleted and replaced by the following:

Injury - means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that occurs while the injured person's coverage under this Policy is in force; (2) which occurs while such person is participating in a Covered Activity; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss.

2. The Exclusions section of the Policy is deleted and replaced by the following:

Exclusions

No coverage shall be provided under this Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks.

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or autoeroticism.
2. sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
3. the Insured's commission of or attempt to commit a crime.
4. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
5. declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by this Policy.
6. participation in any team sport or any other athletic activity, except participation in a Covered Activity.

7. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded).
8. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
 - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured's employer.
9. the Insured being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance.
10. the Insured being under the influence of drugs unless taken under the advice of and as specified by a Physician.
11. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
12. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.
13. any condition for which the Insured is paid benefits under any Workers' compensation Act or similar law.
14. the Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.
15. any loss incurred while outside the United States, its Territories or Canada.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY

PITTSBURGH, PA.

175 Water Street, 15th Floor,

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: City of Port Orange

Policy Number: SRG 0009045955-C

BLANKET ACCIDENT INSURANCE

Policy Amendment

Policy Amendment is attached to and made a part of the Policy effective effective October 1, 2017 at 12:01 a.m. Standard Time at the address of the Policyholder. The provisions of this Amendment will apply only with respect to losses that occur on and after the effective date of this Amendment.

Claims Provisions section, the Time of Payment of Claims provision is deleted and replaced with the following:

of Payment of Claims. Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss; but in no event more than 45 days from the date the Company receives the due written proof of loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

In that same Claims Provisions section, the following provision is added:

... payment for treatment, care, or services in a licensed hospital that is accredited by an accrediting organization whose standards incorporate comparable regulations required by this state may not be denied because such hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for treatment of physical disability. No claim for payment for medical care or treatment of a child in a licensed hospital which is nonprofit; which primarily provides diagnosis, treatment, or care for patients whose physical functions or movements are impaired by accident, disease, or congenital deformity; and which accepts patients for treatment without regard to race, color, national origin, sex, religion, or affiliation shall be denied because the hospital does not have facilities for major surgery or because the treatment and care are primarily of a charitable nature.

Policy Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy, except as they are specifically modified by this Amendment.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Amendment:

A handwritten signature in black ink, appearing to be 'J.B.' with a long horizontal stroke extending to the right.

President

A handwritten signature in black ink, appearing to be 'H. H.' with a long horizontal stroke extending to the right.

Secretary

IMPORTANT CONSUMER SERVICE INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions or complaints, you may contact the insurance company issuing this insurance at the following address and telephone number:

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Customer Service

Accident & Health Claims Department

P.O. Box 25987

Shawnee Mission, KS 66225-5987

1-800-551-0824

**IMPORTANT NOTICE TO OUR CUSTOMERS
REGARDING THE
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

WHAT IS OFAC?

OFAC is a Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

PROHIBITED ACTIVITY

- U.S. business or person may not enter into transactions involving designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Sanctions Programs and Countries can be found at:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are from a country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

POTENTIAL ACTIONS BY US

1. We shall not be deemed to provide cover where an applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.

We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

Edition Date: 5/2016

FACTS**WHAT DOES AIG'S GROUP BENEFITS BUSINESS ("AIGGB") DO WITH YOUR PERSONAL INFORMATION?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIGGB chooses to share; and whether you can limit this sharing.

Reasons ☐ ☐ ☐ ☐ ☐ information ☐ ☐ ☐ ☐

Reasons ☐ ☐ ☐ ☐ ☐ information ☐ ☐ ☐ ☐	☐ ☐	☐ ☐
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

For American General Life Insurance Company (AGL) & The United States Life Insurance Company in the City of New York (US Life): Call 800-346-7692 or go to www.aig/us/benefits

For National Union Fire Insurance Company of Pittsburgh, Pa. (NUFIC): Call 866-244-4786; Fax: 212-458-7081 or Email: CIPrivacy@aig.com

Who we are

Who is providing this notice?

AIG's Group Benefits Business is the marketing name of the following insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, and life insurance: American General Life Insurance Company, The United States Life Insurance Company in the City of New York, and National Union Fire Insurance Company of Pittsburgh, Pa.

What we do

How does AIGGB protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

How does AIGGB collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes- information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIGGB does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

For Vermont Residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

For California Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

For Nevada Residents only. We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by calling 800-231-3655. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: aginfo@ag.nv.gov. For AGL/US Life: You may contact our customer service department by calling 800-346-7692, or email us at ClientServices@AIGBenefits.com, or write to us at: 3600 Route 66, Neptune, NJ 07753. For NUFIC: You may contact us by calling 866-244-4786, by fax at 212-458-7081, by email at CIPrivacy@aig.com, or write to us at Privacy Compliance Officer, 100 Connell Drive, Berkeley Heights, NJ 07922.

right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us: For AGL/US Life customers: 3600 Route 66, Neptune, NJ 07753. For NUFIC customers: Privacy Compliance Officer, 100 Connell Drive Berkeley Heights, NJ 07922.

NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the "Company"):

American General Life Insurance Company¹
The United States Life Insurance Company in the City of New York
National Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

<i>HIPAA Privacy Officer</i> 2919 Allen Parkway L3-20 Houston, TX 77019 hipaaquestions@aig.com	
Phone Numbers:	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-231-3655
AIG Financial Network	1-800-888-2452
AIG's Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

¹ This Company does not solicit business in New York.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 1

This endorsement, effective October 1, 2017 12:01 A.M. forms a part of SRG 0009045955-C issued to City of Port Orange by National Union Fire Insurance Company of Pittsburgh, Pa.

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



President



Secretary

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: City of Port Orange

Policy Number: SRG 0009045955-C

BLANKET ACCIDENT INSURANCE POLICY

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Classification of Eligible Persons section of the Master Application. This Policy provides accident insurance to Insureds while they are participating in Covered Activities.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy.

This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

This Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy:



President



Secretary

PLEASE READ THIS POLICY CAREFULLY.

Non-Participating Policy

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DEFINITIONS

Any capitalized terms in the Policy, Master Application, and any riders, amendments, or other attached papers are to be given the meanings as ascribed in this section or later defined.

Benefit Schedule - means the Benefit Schedule section of the Master Application.

Activity (ies) - means those activities set out in the Covered Activities section of the Master Application, with respect to which Insureds are provided accident insurance under this Policy.

Injury - means bodily injury caused by an accident that: (1) occurs while the Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of all other cause in a covered loss.

Insured - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this Policy.

POLICY EFFECTIVE AND TERMINATION DATES

Effective Date. This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

Termination Date. The Company may terminate this Policy by giving 45 days advance notice in writing to the Policyholder. This Policy may, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the earlier of: (1) the Policy Termination Date shown in the Master Application; or (2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

INSURED'S EFFECTIVE AND TERMINATION DATES

Effective Date. Insured's coverage under this Policy begins on the later of: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

A change in an Insured's Covered Activity under this Policy due to a change in his or her eligible class or Covered Activity occurs; or (2) if the change requires a change in premium, the date the first changed premium is paid. However, a change in coverage applies only with respect to accidents that occur once the change becomes effective.

Termination Date. An Insured's coverage under this Policy ends on the later of: (1) the date this Policy is terminated; (2) the premium due date if premiums are not paid when due, or (3) the date the Insured ceases to be a member of any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Master Application.

Termination of coverage will not affect a claim for a covered loss that occurs either before or after such

termination if that loss results from an accident that occurred while the Insured's coverage was in force under this Policy.

PREMIUM

Premiums. Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Master Application. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any change affecting rates is made in this Policy. (Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.)

Grace Period. A Grace Period of 31 days will be provided for the payment of any premium due after the first. This Policy will not be terminated for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating this Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section. In such case, the Policyholder will be liable to the Company for any unpaid premiums for the time this Policy is in force.

No grace period will be provided if the Company receives notice to terminate this Policy prior to a premium due date.

BENEFITS

Maximum Amount. applicable to each Benefit provided by this Policy for each Insured, Maximum Amount means the amount shown as the maximum amount for that Benefit for the Insured eligible class in the Benefit Schedule.

Accidental Death Benefit. If Injury to the Insured results in death within 30 days of the date of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount.

Accidental Dismemberment Benefit. If Injury to the Insured results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Maximum Amount shown below for that Loss:

For Loss Of	Percentage of Maximum Amount
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
One Hand Sight of One Eye.....	100%
One Foot and the Sight of One Eye.....	100%
One Hand or One Foot.....	50%
Sight of One Eye.....	50%
Thumb and Index Finger of Same Hand.....	25%

"Loss" of a hand or complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

Disappearance. If by reason of an accident occurring while an Insured's coverage is in this Policy, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy, the loss will be covered under the terms of this Policy.

body of an Insured has not been found within year disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the p was an occupant while covered under this Policy, then it will be deemed, subject to all other terms provisions of this Policy, that the Insured has suffered accidental death within the meaning of this Policy.

LIMITATIONS

Limitation on Multiple Benefits. If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit.

EXCLUSIONS

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt at suicide or intentionally self inflicted injury or any attempt at intentionally self inflicted injury.
2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning.
3. the Insured's commission of or attempt to commit a felony.
4. declared or undeclared war, or any act of declared or undeclared war.
5. participation in any team sport or any other athletic activity, except participation in a Covered Activity.
6. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned Premium for any period for which the Insured is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
7. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
8. the Insured being under the influence of drugs or intoxicants, unless taken under the advice of a Physician.

CLAIMS PROVISIONS

Notice of Claim. Written notice given to the Company within 20 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the Company at A&H Claims Department PO Box 25987, Shawnee Mission, KS 66225, with information sufficient to identify the Insured, is deemed notice to the Company.

Claim Forms. The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon filing, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

Proof of continuing eligibility must be furnished to the Company within 90 days after the date of the loss. If the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Payment of Claims. Upon receipt of due written proof of death, payment for loss of life of the Insured will be made, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If the payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

Payment of Claims. Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

GENERAL PROVISIONS

Policy, the Master Application, and any attached papers make up the entire Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

A change in this Policy will be valid unless approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

Incontestability. The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums.

Physical Examination and Autopsy. The Company at its expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions. No action at law or in equity may be brought against the Company prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

Noncompliance with Policy Requirements. Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Conformity With State Statutes. Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

Workers' Compensation. This Policy is in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Clerical Error. Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

Records. The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

Assignment. This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

New Entrant. This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

Misstatement of Age. If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for

which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.



The City of Port Orange

RFP 18-22

**Request for Proposal
Property, Casualty Insurance and
Loss Control & Loss Prevention
Services**

July 6, 2018

Brown & Brown of Florida, Inc.

Bobbi P. Barlow, CPCU

Senior Vice President

220 South Ridgewood Avenue

Daytona Beach, FL 32115

386-239-5724

bbarlow@bbdaytona.com



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Bobbi Barlow, CPCU
Vice President
Email: bbarlow@bbdaytona.com
Phone: 386-239-5724
800-877-2769 Ext 5724
Fax: 386-323-9116
PO Box 2412 Daytona Bch, FL 32115

July 6, 2018

City of Port Orange
David Battaglia, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32127

RE: RFP 18-22 Request for Proposal
Property, Casualty Insurance and Loss Control & Loss Prevention Services

Dear Mr. Battaglia,

On behalf of Brown & Brown of Florida, Inc., we are pleased to participate in the City's Request for Proposal for Property, Casualty Insurance and Loss Control & Loss Prevention Services. This Proposal follows the format as prescribed in the RFP and outlined in the Table of Contents.

Our insurance proposal is found in Tab B: Coverage. Brown & Brown of Florida Inc., is an insurance agency, not a risk bearer. We provide day-to-day service to your Risk Manager on coverages, exposures, and act as advocate for the City with each of your insurance carriers.

The insurance products and services proposed are provided by the insurance providers *Preferred* Governmental Insurance Trust, Chubb, Travelers, and AIG.

The Loss Control and Loss Prevention Services are provided by the Member Services Team for Public Risk Underwriters (PRU). PRU is the administrator for *Preferred* Governmental Insurance Trust. The team understands and partners solely with public entities to provide cost effective solutions to meet their diverse insurance needs. Chubb will provide the Loss Control related to the Equipment Breakdown coverage.

Preferred Governmental Insurance Trust has 425 members. Out of those, 125 are municipalities, 22 counties, 9 school boards and the rest are taxing districts. Their written premium is \$105 Million and their surplus is \$90 Million.

This proposal includes the following:

***Competitive Premiums:** The 2018-2019 Program Premium is \$94,578 lower than the City's expiring premium.

***Two-Year Policy:** The proposal offers a two year program with a 2nd year rate guarantee. This confirms our commitment and provides budget stability for 2019.

***True Brokerage** – Brown & Brown is a true insurance broker. We don't work for a single carrier but instead we access the entire marketplace. This marketplace advantage allows us to leverage the market to your advantage. You do not have that with your current program. Our office currently provides your Environmental Legal Liability, Accidental Death & Dismemberment and Fiduciary Liability coverages. We also write a number of flood policies through the National Flood Insurance Program. Over the last several years, we have worked with your Risk Managers in an advisory and training capacity. We have worked with your City Attorney to review contract documents and discuss insurance requirements as they relate to your vendors.

***Brown & Brown Team Support:** Our office staff will provide tremendous assistance to the City with claims advocacy, budgeting, coverage questions and premium allocations as needed. We consider ourselves part of your Risk Management Team.

Safety & Loss Control: In addition to the Brown & Brown teammates working on your behalf, you will have a dedicated Risk Control Representative from PRU to perform onsite inspections and attend safety meetings as requested. Please review the safety and training information included with this proposal.

***Liability defense costs:** Defense and legal fees are in addition to and not subject to the policy limits of coverage indicated in the proposal.

***Cyber liability** - \$2,000,000 limit to cover the liability associated with technology use such as privacy liability, breach notification costs, network security liability and crisis management.

***Property appraisals** – Preferred has contracted with AssetWorks to appraise all buildings and equipment that supports the building. They also provide an estimated value for contents.

I have been with Brown & Brown for almost 32 years, serving the last eighteen years as Account Executive. I handle many of the cities in our area and would be the primary contact for the insurance program for the City of Port Orange. My contact information is above.

Thank you for the information provided. I look forward to hearing from you or your committee as they review our proposal.

Cordially,



Bobbi Barlow, CPCU
Senior Vice President

TAB A

TAB A - QUALIFICATIONS, EXPERIENCE AND EXPERTISE:

Proposer's background including a brief description (past history, present status, future plans, company size, related matters) and organizational charts:

Brown & Brown, Inc. was founded in Florida more than 75 years ago by current Chairman, J. Hyatt Brown's father and his first cousin. Brown & Brown of Florida Inc. (a wholly owned subsidiary of Brown & Brown Inc.) employs thousands of Floridians. Our corporate headquarters are located in Daytona Beach, Florida, including our Chairman, Hyatt Brown and CEO, Powell Brown,

- Ranked 6th largest insurance intermediary in the United States, 6th largest in the World
- 195 offices in 41 states
- 8,900+ employees
- Represents over 1,000 insurance carriers across the country, some with relationships that have been in existence over 60 years (i.e. Chubb, AIG, Hartford, Fireman's Fund)
- International operations include London brokerage with European and Bermuda market relationships

Brown & Brown entities have a strong base of operations in Florida.

- Corporate headquarters in Daytona Beach
- Florida premium placement exceeds \$2.5 Billion
- Largest independent intermediary in Florida by premium volume by a factor of 3
- 40+ offices in Florida

The Daytona Beach retail office employs more than 173 and services over \$34 Million in revenue derived from the sale and service of Property & Casualty coverage and Employee Benefits coverages.

One of Brown & Brown's core businesses is public entity business, nationally and in Florida.

- Public Entity operations in 10 states with multiple offices throughout the country
- Florida public entity business exceeds \$200,000,000 in premium placements
Over 250 public entity clients in Florida served

Please see the *Preferred* Governmental Insurance Trust Organizational Structure that follows in this Tab. *Preferred* provides the Property and Casualty Insurance coverages detailed in this response. *Preferred* contracts with local independent agents (like Brown & Brown) to sell, service and market their products. *Preferred* Governmental Claims Solutions handles all claims and Public Risk Underwriters is the administrator of the Trust.

TAB A - QUALIFICATIONS, EXPERIENCE AND EXPERTISE: continued

The Brown & Brown Team that would serve the City of Port Orange includes the following individuals. Resumes are included in this response.

Steve Farmer, Executive Vice President Steve is responsible for executive oversight of all divisions of the Daytona Beach retail office. Steve has extensive experience in the public entity arena having handled the insurance for the City of Miami, County of Volusia, School Board of Volusia County, Leon County, City of Orlando and others. Steve sits on the Agency Advisory boards for many of our national insurers.

Austin Brownlee, Senior Vice President Austin is the Sales Leader and the production team reports directly to him. He is a coverage specialist and manages our relationships with our insurance carrier partners. Austin works extensively with our young sales team to prepare them well for sales. Brown & Brown recognizes the need for the professionals that will take this company into the future.

Bobbi Barlow, AAI, CPCU Senior Vice President: Bobbi is the Account Executive currently responsible for the City of Port Orange account. She handles the property and casualty insurance for the City of Daytona Beach, City of Holly Hill, City of Daytona Beach Shores, City of DeBary and the Town of Ponce Inlet. She has previously worked closely with former Port Orange Risk Managers Bob Newell and Paula Dichiarra as well as the current Risk Manager, Grace Stewart. She is familiar with the City's account and has the authority to negotiate with the City of Port Orange.

Ara Dresner, Senior Account Analyst: Ara has handled the day to day service for the City of Port Orange for the last 3 years. A leader in our agency, she is also the Assistant Manager of our Commercial Lines Special Risk Division.

Marie Blom: Marie is the Claims Analyst at Brown & Brown who processes documents related to Property & Casualty claims to the PGCS claims adjuster assigned to the claim. Worker's Comp claims are reported directly to PGCS but all other claims come through the Brown & Brown office.

Patty Raudenbush, PCA, AIC, CPSR, Loss Analysis Director: Patty and her team perform analysis on loss data to identify loss trends and assist in risk control. Annually they project the NCCI experience mods and review the final promulgation from NCCI for accuracy. They work with the WC Claims Adjustors to be sure the latest information is reported in a timely fashion to NCCI for your benefit. You will receive quarterly loss analysis reports designed with your input for maximum benefit. Charts and graphs will display injuries by department, multiple injuries per employee, days of the week injuries occur, paid and reserve amounts and more. See sample report in Tab M.



ORGANIZATIONAL STRUCTURE

Board of Trustees

The Preferred Board of Trustees consists of 7 locally elected officials who direct the overall policy making decision for the Trust.

Preferred

The trust is a member owned organization formed in 1999 under FS 624.4622. As of 9/30/2017 the Trust had \$90,960,299 of member surplus.

Public Risk Underwriters of Florida, Inc.

PRU of FL is the administrator hired by Preferred to oversee the day to day operations of the Trust; including underwriting, loss control, marketing and accounting.

Independent Agents

Preferred contracts with local independent agents to sell and market their products. The Preferred Board of Trustees decided early on that this was likely the best method of allowing the members to have local representation with Preferred.

Members

Preferred currently has over 400 members and in order to be eligible for membership you must be a public entity located in the state of Florida. Preferred enjoys a variety of member types including; counties, cities, fire districts, school boards, charter schools, aviation authorities, port authorities, sheriff departments and a number of other taxing districts.

Preferred Governmental Claims Solutions

PGCS is the third party administrator hired by Preferred to handle the claims administration for the members of the Trust.

STEVE FARMER
EXECUTIVE VICE PRESIDENT/PROFIT CENTER LEADER
BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

1995 – Present **Brown & Brown of Florida, Inc.** Daytona Beach, FL

Executive Vice President/Profit Center Leader of Daytona Beach Retail (2016-Present)

- Executive manager of the largest retail office of the largest insurance intermediary in the state of Florida.

Senior Vice President and Sales Leader (2010-2015)

- Responsibilities include driving results of sales team, attracting and retaining sales force, conducting sales meetings

Vice President/St. Account Executive (1996-2010)

- Responsibilities include development and service of new and existing commercial lines accounts. Specialties include Municipal, Large Property, and Technology based accounts.

EDUCATION

- Bachelor of Science in Economics, Florida State University
- Father Lopez High School, Daytona Beach, FL

LICENSES

- 2-20 General Lines Agents License, State of Florida

SERVICES AND ACTIVITIES

- YMCA Board of Directors (Corporate Board) 2012-Present
- FUTURES Foundation Board of Directors 2016-Present
- YMCA Board of Directors (Deland Family YMCA) 2009-2015
- Athens Theatre Board of Directors
- Deland Breakfast Rotary
- Deland Quarterback Club – Captain
- Florida State University Boosters- Board of Directors (91-94)

AREAS OF SPECIAL EXPERTISE

- Florida public entity insurance programs
- Alternative risk financing and implementation
- FEMA regulations & Contractual Indemnification & Risk Transfer

Austin Brownlee, CIC

Sr. Vice President / Sales Leader

EMPLOYMENT

FIRM

POSITION

2003 to Present

Brown & Brown of Florida, Inc.

Vice President/Sales Leader

EDUCATION

Embry-Riddle Aeronautical University, 1999

B.A. – Aviation Business Administration

PROFESSIONAL DESIGNATIONS

Certified Insurance Counselor (CIC)

Licensed 220 Agent - *Florida*

RESPONSIBILITIES INCLUDE:

- Train and develop sales staff
- Develop and maintain key carrier relationships
- Develop and maintain client relationships for new and referral business
- Analyze new and prospective clients insurance needs, offering consultation through application of proper risk management techniques
- Negotiate renewal rates and terms on an annual basis for existing clients to achieve the most comprehensive coverage at the most cost-effective premium
- Determine the level of risk retention that is appropriate for new and existing clients and recommend proper limits and coverage for common risks/exposures

CIVIC AND BUSINESS ACTIVITIES

Embry-Riddle University Athletic Association, 2004

Boys & Girls Club – Board Member 2004-2007

Leadership Daytona— Graduate, 2005

Lake Highland Hall of Fame, 2007

Riverbend Academy Booster Club, 2011

Easter Seals of Volusia/Flagler –Board Member / Outgoing Chair, 2011 to present

Stewart Marchman Act –Board Member – 2017 - present

RESUME

Bobbi P. Barlow, CPCU, AAI
Senior Vice President

EMPLOYMENT

FIRM

POSITION

2000 to Present

Brown & Brown, Inc.
Daytona Beach, FL

Senior Vice President
Account Executive

Responsibilities include the management of all facets of a client's insurance program including program development, coordinating loss control services, claims intervention, and policy services. Specialties include Municipalities, Large Property and Healthcare based accounts.

1987 to 2000

Brown & Brown, Inc.
Daytona Beach, FL

Assistant Vice-President
Commercial Lines Manager

As Manager of the Special Risk Department, responsibilities included overseeing the actions of the 30 plus employees providing policy and claims service to medium and large commercial clients. As a member of the Quality Control Committee for Brown & Brown corporately, duties included development of internal quality control methods and systems to ensure professional handling of insureds and their risks.

1983 to 1987

Mullin & Co.
Daytona Beach

Commercial Lines Producer and
Customer Service Representative

EDUCATION

Graduate of Southern College of Business - 1973
Major - Data Processing

PROFESSIONAL DESIGNATION

Licensed 220 Agent
Licensed Surplus Lines Agent
Chartered Property & Casualty Underwriter (C.P.C.U.) (1990)
Accredited Advisory in Insurance (A.A.I.) (1987)
Certified Professional Insurance Woman (1987)

CIVIC AND EDUCATIONAL ACTIVITIES

Past President, Insurance Women of Daytona Beach
Past President, Independent Insurance Agents of Volusia County, Inc.
Insurance Woman of the Year
Past President, Executive Women's Council
Past Board Member, Domestic Abuse Council
Past Board Member, Halifax Urban Ministries
Past Board Member, The Arc of Volusia

RESUME

Aracelis Dresner, AAI
Commercial Lines Account Manager/ Team Leader

EXPERIENCE IN THE INSURANCE INDUSTRY

25 years experience in the Insurance Industry with a concentration in large commercial risks, including, Servicing and Marketing. Strong product and market knowledge.

EMPLOYMENT

FIRM

POSITION

2005 to Present

Brown & Brown of FL, Inc.
Daytona Beach, FL

Account Manager

Responsibilities are servicing of large commercial accounts including Hotels, Timeshares, Restaurants, Public Entities which in addition to service, may include assisting our marketing and claims department as needed and working closely with the Account Executives as part of a team effort.

2001-2005

The Trayner Group LTD
Rye Brook, New York

Account Executive

Handled Large Habitational Accounts for Property Owners and Managers and serviced a select group of personal accounts. Service included but not limited to processing, rating, remarketing and claims. Worked directly with President of the Company and assisted Marketing Department with pricing negotiations. Trained new employees and served as Spanish Translator in loss control meetings with Superintendents.

1993-2001

Morrell, Inc
White Plains, New York

Personal Lines Account Ma
Manager

Responsible for servicing personal lines book of business for small insurance agency. Duties included sales and servicing of personal lines accounts including home, auto, umbrella, valuable items and recreational vehicles.

EDUCATION

John Jay College of Criminal Justice (1989-1991)
HS Diploma -John F Kennedy High School (1988)

PROFESSIONAL DESIGNATION

FL 2-20 LICENSE

DESIGNATION: Accredited Adviser in Insurance

RESUME

Marie Blom, CPSR
Claims Analyst

EMPLOYMENT:

1999 – 2008: Orlando Sentinel, Orange City, FL.: Editorial Administrative Assistant.

2008 to Present: Brown & Brown, Inc.: Claims Analyst

Have worked with municipalities from 2010 to present

RESPONSIBILITIES AT BROWN & BROWN:

Provide for timely filing and proper reporting of commercial lines claims to the appropriate carrier and for follow-up. Act as an advocate for the client in all loss situations.

- ◆ Receive claim information by telephone, mail, fax or in person and forward to appropriate carrier
- ◆ Enter all required data into the agency management system to maintain current claims file data and to set follow-up dates.
- ◆ Contact by telephone, mail, fax or in person the client, claimant or adjuster.
- ◆ Set up and maintain claim file. Become familiar with commercial lines coverage.
- ◆ Maintain an understanding of the carriers' claims servicing abilities.
- ◆ Work with account manager, producer or marketer on loss analysis as required.
- ◆ Perform clerical functions including but not limited to submitting and sending faxes, scanning and e-mailing.
- ◆ Keep producer and account manager updated on loss activity on serious claims.

EDUCATION

Graduated from Copiague High School in Copiague, New York in 1973

PROFESSIONAL DESIGNATION

4-40 License - CPSR Designation from the State of Florida.

RESUME
Patty Raudenbush, PCA, AIC, CPSR
Loss Analysis Director

<u>Employment</u>	<u>Firm</u>	<u>Position</u>
2005 to Present	Brown & Brown, Inc. Daytona Beach, FL	Loss Analysis Director Special Risk Division

Current responsibilities include the completion of loss analysis and custom reports on large accounts to identify loss trends and facilitate renewal marketing and new business. Complete mod reviews / projections and communicate with NCCI and carriers to resolve issues impacting experience mods. Also, provide internal training in workers' compensation experience rating, NCCI and Florida statutes. Over 25 years of insurance experience in multiple product line claims administration and managed care services.

Education

Graduated Colonial High School, Orlando, FL
American Management Association Certification – Seminole Community College

Licenses and Professional Designations

220 General Line Property & Casualty (FL)
520 Independent All Lines Adjuster (FL)
218 Life & Health (FL)
AIC – Associate in Claims
PCA - Professional Claims Adjuster
CPSR – Certified Professional Service Representative

TAB B

THE CITY OF PORT ORANGE

INSURANCE PROPOSAL

Effective: 10/01/2018 – 10/01/2019

Presented By:

Bobbi Barlow, CPCU
Senior Vice President

Ara Dresner, AAI
Senior Account Manager

Danielle Lind
Marketing Manager



This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

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**All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.*

CLIENT SERVICE TEAM

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Phone	(386) 239-5724
ACCOUNT MANAGER	Ara Dresner
Email	adresner@bbdaytona.com
Phone	(386) 239-5757
CLAIMS ANALYST	Marie Blom
Email	mblom@bbdaytona.com
Phone	(386) 239-7282
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

***Preferred* Governmental Insurance Trust
Excess Insurance Structure**

To protect members of the fund from large losses and to protect the financial security of the fund, the *Preferred* Governmental Insurance Trust (*Preferred*) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress *Preferred's* excess of loss structure because an excess structure provides *Preferred* members several levels of protection that reinsurance does not.

Foremost among these is the fact that *Preferred's* excess of loss policies list every individual member as a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

Preferred is a non-assessable Trust authorized under Florida Statute and is not rated by AM Best. *Preferred* is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. *Preferred* members are not constrained by notice requirements or punitive run-off claims costs to exit. *Preferred* is a non-admitted pool in the state of Florida.

PRU – Public Risk Underwriters

Public Risk Underwriters, as part of Brown & Brown, Inc., is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

PGCS – *Preferred* Governmental Claim Solutions

PGCS is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims.

Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 18-19

Statutory Limits		All Property Insured by Trust \$340,000,000 Total Limit		Higher Limits Available			Higher Limits Available
Colony Insurance Company		Arch Specialty Aspen Specialty Chubb Custom Colony Specialty Endurance UK Liberty Lloyds Markel RSUI Westport Insurance \$140,000,000 (Excess over Tower 1 & Tower 2) \$100,000,000 AWAC Arch Specialty Aspen Specialty Brit USA Colony Ins. Co. Endurance UK Endurance US Everest Ironshore Lloyds Navigators RSUI Starr Surplus Westchester Westport Ins (Tower 2) \$25,000		\$1,000,000 Per Occurrence Limit			\$1,000,000 Limit
\$1,000,000 excess of \$1,000,000 Great American E&S Ins. Com.				Princeton Excess & Surplus Lines Insurance Company	Princeton Excess & Surplus Lines Insurance Company	Princeton Excess & Surplus Lines Insurance Company	Princeton Excess & Surplus Lines Insurance Company
		\$200,000 Retention	\$200,000 Retention	\$150,000 Retention	Retention		
Workers' Compensation		Property Inland Marine and Automobile PD		Automobile Liability		General Liability	Law Enforcement Liability

**Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 18-19**

Carrier	A.M. Best Rating	Status
Allied World Assurance Company (AWAC)	A XV	Non-admitted
Arch Insurance Company	A+ XV	Non-admitted
Arch Specialty Insurance Company	A+ XV	Non-admitted
Aspen Specialty Insurance Company	A XV	Non-admitted
Beazley Insurance Company	A XI	Non-admitted
British American Insurance Company	A VI	Non-admitted
Colony Specialty	A XIII	Non-admitted
Colony Insurance Company	A XIII	Non-admitted
Chubb Custom Insurance Company	A++ XV	Non-admitted
Endurance UK	A+ XV	Non-admitted
Endurance US	A+ XV	Non-admitted
Everest Security Insurance Company	A+ XV	Non-admitted
Great American E&S Insurance Company	A+ XIV	Non-admitted
Hanover Lloyd's Insurance Company	A XV	Non-admitted
Ironshore Insurance Ltd.	A XIV	Non-admitted
Liberty Insurance Co	A XV	Non-admitted
Lloyds	A XV	Non-admitted
Markel Insurance Company	A XV	Non-admitted
Navigators Specialty Insurance Company	A XII	Non-admitted
Princeton Excess & Surplus Lines Insurance Company	A+ XV	Non-admitted
RSUI Indemnity Company	A+ XIV	Non-admitted
Starr Surplus Lines Insurance Company	A XV	Non-Admitted
Westchester Surplus Lines Insurance Company	A++ XV	Non-admitted
Westport Insurance Corporation	A+ XV	Non-admitted

This is a summary of the excess structure and is for illustrative purposes only. It is not intended to provide full details regarding retentions, limits, sub-limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

Coverage placed with carriers that are non-admitted does not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent insurer

MARKET SUMMARY

MARKET:	LINE OF COVERAGE:	RESPONSE:
AIG <i>Incumbent</i>	FL. STATUTORY AD&D	Proposed
Travelers <i>Incumbent</i>	CRIME	Proposed
Hartford	FL. STATUTORY AD&D	Quoted Option: \$15,779.00- Not Competitive
Travelers	EQUIP. BREAKDOWN	Quoted Option: \$6,517 – Not Competitive
Federal Ins Co (Chubb) <i>Incumbent</i>	EQUIP. BREAKDOWN	Proposed
PGIT <i>Incumbent</i>	PROPERTY	Proposed
PGIT	CASUALTY	Proposed
PGIT	WORKERS' COMP	Proposed

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Coverage:

Building & Personal Property Coverage Form
Sinkhole Coverage included
Causes of Loss – Special Form, in addition to standard policy exclusions

Location of Premises:

See Proposed Schedule of Property Values & Locations – Appendix

Description of Property:	Limits of Coverage:
Buildings & Contents – Total Insured Values – <i>Blanket</i>	\$112,859,206
Flood Limit – Per Occurrence & Aggregate <i>Excess of NFIP whether purchased or not</i>	\$2,000,000
Earth Movement Limit – Per Occurrence & Aggregate	\$2,000,000
Terrorism (Including Inland Marine, if Applicable)	\$5,000,000

Deductibles:	
All Other Perils, Per Occurrence Building & Contents Including Extensions of Coverage	\$25,000
Named Windstorm, Per Occurrence/Per Location <i>Subject to a Minimum Per Occurrence</i>	3% of TIV \$35,000
Per Flood, Any One Occurrence	\$25,000
Earth Movement	\$25,000
TRIA	\$25,000

Coinsurance:

No Coinsurance Provision

Valuation:

Replacement Cost Coverage – Subject to Limits Shown in the Policy at Time of Loss

NOTE: Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE ENHANCEMENTS

Client ultimately chooses value insured

Extensions of Coverage:	Limits of Coverage:
Accounts Receivable	\$500,000
Additional Expense	\$1,000,000
Animals	\$1,000/\$5,000
Business Income	\$1,000,000
Debris Removal; Whichever is Greater, Per Occurrence	\$250,000/25% of Loss
Demolition, Ordinance, Increased Cost of Construction	\$500,000
Duty to Defend	Included
Errors & Omissions	\$250,000
Expediting Expense	\$5,000
Fire Department Charges	\$25,000
Fungus Cleanup Expense – when caused by a covered loss other than fire or by flood	\$10,000/\$20,000
Lawns, Plants, Trees & Shrubs	\$25,000
New Locations	\$2,000,000
Personal Property of Employees	\$25,000/\$50,000
Pollution Cleanup Expense	\$25,000/\$50,000
Preservation of Property	\$250,000
Professional Fees	\$10,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000
Vehicle Property Coverage	\$0

NOTE: If the City acquires new locations during this policy period, there will be no premium charge made to add the location mid-term by endorsement.

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE (*Continued*)

Property Not Covered:

- Animals, Water, Land Including Land on Which the Property is Located, Shrubs, Trees, Lawns, Growing Crops or Standing Timber
- Aircraft
- Property You Sold Under Conditional Sale, Trust Agreement, Installment Payment, or Other Deferred Payment Plan After Such Property Has Been Delivered to the Customer
- Caves, Caverns, Mines of Any Type or Any Property Contained Within Them
- Currency, money, notes or securities
- Dams, dikes or levees
- Contraband or property in the course of illegal transportation or trade
- Property covered under import or export ocean cargo policies
- Property you transport as a common carrier
- Property shipped by mail unless sent registered or certified
- Vehicles licensed or designed for highway use, unless shown on the Property Schedule excluding over the road use.

Property and Inland Marine Exclusions Include (but are not limited to):

- War, Military Action
- Biological or Chemical Materials
- Electronic Data
- Electronic Data Recognition Exclusion
- Asbestos
- Earth movement (other than sinkhole which is covered)
- Pollution
- Demolition Cost, Operation of Building Laws and Increased Cost of Construction
- Seizure or destruction of covered property by government order
- Nuclear reaction, nuclear radiation
- Interference with or interruption of any public or private utility providing power, heat, air, communication, water or sewer or any other service if the failure occurs away from you covered location.
- Unexplained or mysterious disappearance of any property
- Shortage of inventory
- Theft by employees
- Criminal, fraudulent, dishonest acts committed by you
- Manufacturing or processing operations which result in damage to stock or materials
- Delay, loss of market, loss of use
- Wear and tear, inherent vice, smog, acid rain, smoke, fumes, animals, bird, vermin, rodents, insects, change in temperature, contamination
- Mold/Fungus (see page 10 for limited coverage)
- Failure or breakdown of equipment, explosion of steam boilers, gas turbines
- Defective, faulty, inadequate construction maintenance, workmanship
- Damage to structure located in the water including bulkheads, piers, docks, wharves, retaining walls, boardwalks from freezing, impact of watercraft, waves or debris driven by waves, pressure of water whether driven by wind or not, sinking or settling.

Preferred Governmental Insurance Trust

PROPOSED INLAND MARINE COVERAGE

Client ultimately chooses value insured

Description of Coverage:

Inland Marine Coverage Form

Schedule of Inland Marine:

See Schedule of Inland Marine Equipment -Appendix

Description of Property:	Limits of Coverage:
Blanket Unscheduled Inland Marine Subject to \$25,000 Any One Item Excluding Watercraft	\$1,000,000
Scheduled Inland Marine	\$2,937,892
Valuable Papers & Records	\$500,000
Total All Inland Marine	\$4,437,892

Deductibles:	
Per Occurrence	Varies – See Schedule

Valuation:

Scheduled Inland Marine – Agreed Value

Subject to a Maximum Valuation of \$25,000 per Item for Unscheduled Inland Marine

Unscheduled Items – Replacement Cost

Exclusions Include (but are not limited to):

See Property and Inland Marine Exclusion in previous section

Federal Insurance Company

PROPOSED EQUIPMENT BREAKDOWN COVERAGE

Client ultimately chooses value insured

Description of Coverage:	Limits of Coverage:
Blanket Limit	
Property Damage	\$120,000,000
Business Income/Extra Expense – Extended Period Unlimited	\$1,000,000
Ammonia Contamination	\$100,000
Debris Removal	\$100,000
Dependent Business Premises	\$100,000
Electronic Data	\$1,000,000
Fungus Cleanup or Removal	\$50,000
Loss of Utilities	\$1,000,000
Off Premises Property Damage	\$100,000
Pair and Set	\$50,000
Pollutant Cleanup or Removal	
Property Damage	\$250,000
Business Income	\$250,000
Preparation of Loss Fees	
Property Damage	\$50,000
Business Income	\$50,000
Unintentional Errors or Omissions Property Damage	\$1,000,000
Newly Acquired Premises	365 Days

\$250,000 Blanket Limit of Insurance:

Electronic Data
Expediting Expenses
Public Safety Service Charge
Spoilage – Scheduled Locations & Utility Owned Equipment
Water Damage

Deductibles:	
Property Damage	\$25,000
Business Income	24 Hours
Dependent Business Premises	24 Hours
Loss of Utilities	24 Hours

Federal Insurance Company

PROPOSED EQUIPMENT BREAKDOWN COVERAGE (Continued)

Client ultimately chooses value insured

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
Premium Summary
Important Notice – Terrorism
Title Page
Insuring Agreement
Property Declarations with Premise Locations
Supplementary Declarations – Property
Supplementary Declarations – Business Income
Property Damage Contract
Property/Business Income with Extra Expense
Property/ Business Income Conditions and Definitions
Florida Mandatory Conditions
Special Waiting Period Provisions Added
Cap on Certified Terrorism Losses

Additional Features:

Alternative Power Generating Systems Included in Business Income
Alternative Water Systems Included in Business Income
Brands & Labels Included in Property Damage
Civil Authority Included – 30 Days
Diagnostic Equipment Included
Elevators, Escalators, Conveyors & Hoist Equipment Included
Enhanced Safety Valuation – 25% of the loss amount to repair or replace
Existing Green Standards Included
Extended Warranties Valuation Included
Joint Loss Agreement Included
Newly Acquired Premises – 365 Days Included
Notice of Cancellation – 60 Days, except 20 days for non-payment of premium
Ordinance or Law Valuation Included
Pollutants (Hazardous Substances) Included
Replacement Cost Included

Travelers Casualty & Surety Company of America

PROPOSED CRIME COVERAGE

Higher limits may be available upon request

Description of Coverage:	Limits of Coverage:
Employee Theft	\$1,000,000
Forgery or Alteration	\$1,000,000
On Premises (Money, Securities, Other Property)	\$1,000,000
In Transit (Money, Securities, Other Property)	\$1,000,000
Money Orders & Counterfeit Money	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Claim Expense	\$5,000
Social Engineering Fraud	\$100,000

Retentions:	
Employee Theft	\$10,000
Forgery or Alteration	\$10,000
On Premises (Money, Securities, Other Property)	\$10,000
In Transit (Money, Securities, Other Property)	\$10,000
Money Orders & Counterfeit Money	\$10,000
Computer Fraud	\$10,000
Funds Transfer Fraud	\$10,000
Claim Expense	\$0
Social Engineering Fraud	\$10,000

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
 Removal of Short-Rate Cancellation Endorsement
 Crime Declarations Page
 Government Entity Crime Endorsement - Faithful Performance of Duty
 Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors
 Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
 Social Engineering Fraud Insuring Agreement Endorsement
 Amendatory Endorsement for Certain ERISA Conditions
 Florida Changes Endorsement
 Florida Cancellation or Termination Endorsement
 Replace Exclusion BB. Endorsement: Crime policy will not apply to loss sustained by any Subsidiary or related Employee Benefit Plan or Sponsored Plan, occurring at any time during which such entity was not a Subsidiary or related Employee Benefit Plan or Sponsored Plan.

National Union Fire Insurance Company of Pittsburgh, PA

PROPOSED ACCIDENT, DEATH & DISMEMBERMENT COVERAGE

Higher limits may be available upon request

Description of Class:

Class 1: All full-time and part-time Law Enforcement Officers of the Policyholder
Class 2: All full-time Firefighters of the Policyholder

Description of Coverage:	Limits of Coverage:
Accidental Death a) If an insured is killed while: i) In fresh pursuit; or ii) Responding to an emergency or what is reasonably believed to be an emergency; or iii) Responding to a traffic accident; or iv) While enforcing what is reasonably believed to be a traffic law or ordinance; or v) In the case of firefighter, participating in a training exercise, an additional \$74,801 will be paid b) If an insured is killed as a result of an unlawful and intentional act by another person, an additional \$211,581 will be paid	\$74,801
Accidental Dismemberment a) If an insured suffers a dismemberment while: i) In fresh pursuit; or ii) Responding to an emergency or what is reasonably believed to be an emergency; or iii) Responding to a traffic accident; or iv) While enforcing what is reasonably believed to be a traffic law or ordinance; or v) In the case of firefighter, participating in a training exercise; an additional \$74,801 will be paid b) If an insured is dismembered as a result of an unlawful and intentional act by another person, an additional \$211,581 will be paid	\$74,801
Burial Benefit	\$1,000
Day Care Benefit – Due to Death and/or Dismemberment Maximum Years: 2	\$2,000
Education Benefit Maximum Years: 2 Children or Spouse: Undergraduate, Post Baccalaureate, Career Certificate	\$2,000
Medical Continuation Benefit – Due to Death	\$5,000
Weekly Accident Indemnity Benefit Period: 52 Weeks, Retroactive Elimination Period: 7 Days Percentage of Salary: 66.67%	\$200

National Union Fire Insurance Company of Pittsburgh, PA

**PROPOSED ACCIDENT, DEATH & DISMEMBERMENT
COVERAGE (Continued)**

Higher limits may be available upon request

Forms, Endorsements & Exclusions Include (but are not limited to):

- Policy Forms, Endorsements & Exclusions as issued by Carrier
- Blanket Accident Insurance Policy
- Master Application
- Injury Definition and Exclusions Amendatory Rider
- Florida Statutory Benefit Endorsement
- Florida Annual Accidental Death Benefit Adjustment Rider
- Florida Statutory Burial Benefit Rider
- Day Care Benefit Rider
- Florida Statutory Medical Continuation Rider
- Florida Education Benefit Rider
- Weekly Accident Indemnity Rider
- Coverage Territory Endorsement
- Policy Amendment
- Important Consumer Service Information Regarding Your Insurance

Note: Clerical employees are not covered

Preferred Governmental Insurance Trust

PROPOSED LIABILITY COVERAGE

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Description of Coverage:

Commercial General Liability – Occurrence Form – Defense Outside the Limit

Description of Coverage:	Limits of Coverage:
Bodily Injury & Property Damage	\$2,000,000
Personal Injury & Advertising Injury	Included
Products & Completed Operations	Included
Employee Benefits Liability, Per Person	\$2,000,000
Herbicide & Pesticide Aggregate	\$1,000,000
Medical Payments	\$2,500
Fire Damage	Included
Sewer Backup & Water Damage	
No Fault Per Claimant	\$10,000
At Fault Per Claimant	\$200,000
Subject to Aggregate	\$200,000
Claims Arising Out of Bert J. Harris or Similar Claim	
Including Expenses	
Each Occurrence	\$300,000
Aggregate	\$300,000
Deductible	\$0

Rating Basis:	Exposure:
Ratable Payroll	\$17,276,823

Bodily Injury/Property Damage Exclusions Include (but are not limited to):

Expected or Intended Injury
 Contractual Liability
 Liquor Liability (Only if you are in business of selling; Host Liquor is included)
 Workers Compensation Laws
 Employers Liability
 Pollution
 Aircraft, auto, watercraft (watercraft less than 52' not used to carry persons for a charge are covered)
 Mobile Equipment being transported by an auto owned, operated or rented by you
 War
 Damage to Property, your Product or your Work
 Damage to Impaired Property
 Recall of Products
 Racketeering
 Law Enforcement
 Asbestos, Mold, Bacteria, Fungi

Preferred Governmental Insurance Trust

PROPOSED LAW ENFORCEMENT LIABILITY COVERAGE

Higher limits may be available upon request

Description of Coverage:

Law Enforcement Liability – Occurrence Form
Defense Costs are Outside of the Limit of Liability

Description of Coverage:	Limits of Coverage:
Law Enforcement Liability, Per Person	\$2,000,000
Law Enforcement Liability, Per Occurrence	\$2,000,000
Deductible	\$0

Rating Basis:	Exposure:
Full Time Officers	89
Part Time Officers	2
Volunteer Officers	0

Exclusions Include (but are not limited to):

Liability assumed under any contract or agreement except those assumed in mutual aid or reciprocal law enforcement contract or agreement
Claims arising from willful violation of penal statute or ordinance committed with the knowledge or consent of any covered party
Failure to follow statutory procedures for seizing property under Florida Contraband Forfeiture Act
Claims arising from publication or utterance of a libel or slander or other defamatory or disparaging material prior to the effective date of this coverage
Criminal acts
Aircraft, Auto or Watercraft
Employment Injury
Non-Monetary damages

Preferred Governmental Insurance Trust

PROPOSED PUBLIC OFFICIALS LIABILITY & EMPLOYMENT PRACTICES LIABILITY COVERAGE

Higher limits may be available upon request

Description of Form:

Public Officials Liability Coverage & Employment Practice Liability
Occurrence Form
Defense Costs are Outside of the Limit of Liability

Description of Coverage:	Limits of Coverage:
Public Officials Liability	\$2,000,000
Deductible	\$0
Supplementary Payments	
Pre-Termination, Per Employee	\$2,500
Annual Aggregate	\$5,000
Non-Monetary Claims – Defense Costs & Claims Expenses	\$100,000
Employment Practices Liability	\$2,000,000
Deductible	\$0

Rating Basis:	Exposure:
Total Payroll	\$22,710,284
Full Time Employees	404
Part Time Employees	45
Volunteers	168

Exclusions Include (but are not limited to):

Alleged or actual dishonest, fraudulent, unlawful, criminal, malicious or willful and wanton act, error or omission, or any intentional or knowing violation of the law by a covered party
Alleging bodily injury, property damage, personal injury, advertising injury, any allegation alleging negligent employment or supervision, willful violation of any statute
Alleging inverse condemnation, eminent domain, temporary or permanent taking or any claim brought under Bert J. Harris (See GL for coverage details)
War, invasion
Failure to maintain insurance
Gaining any profit or financial advantage to which entity not legally entitled
Improper assessment of taxes, assessments, penalties, fines
Pollution
Nuclear
ERISA
Wrongful Employment Practices
Contractual liability
Violation of Antitrust
Rendering or failure to render medical services
Prior Litigation

Preferred Governmental Insurance Trust

**PROPOSED PUBLIC OFFICIALS LIABILITY & EMPLOYMENT
PRACTICES LIABILITY COVERAGE *(Continued)***

Exclusions Include *(Continued)*:

Wrongful acts that should have been noticed to prior insurer
Workers' Compensation, disability benefits, unemployment compensation,
Retirement benefits, social security benefits, Fair Labor Standards Act,
Claims resulting from Law Enforcement activities
Copyright, trademark, plagiarism, piracy of any ideas
Auto
Media wrongful act

Preferred Governmental Insurance Trust

PROPOSED CYBER LIABILITY COVERAGE

Higher limits may be available upon request

Description of Form:

Cyber Liability Coverage – Claims Made Form
Claims Expenses are Within the Limit of Liability
Retroactive Date: 10/1/16

Description of Coverage:	Limits of Coverage:
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
Deductible	\$0

Third Party Insuring Agreements:

Media Content Services Liability (Website Media Content wrongful act)
Network Security (E&O)
Privacy Liability (Privacy notification costs/compliance w/breach notification law)
PCI DSS (\$250,000 Sublimit - Payment Card Industry Data Security Standards)

First Party Insuring Agreements:

Cyber Extortion Threat
Data Breach Response and Crisis Management Coverage
Business Interruption and Extra Expense
Social Engineering Financial Fraud (\$250,000 sublimit)

Extended Reporting Periods:

If the Trust terminates or does not renew this Coverage Agreement, 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
- B) Optional Extended Reporting Period: 12 months at additional premium

Exclusions include (but are not limited to):

Deliberate acts
Personal Profit
Prior Acts
Bodily Injury or Property Damage
Employment Practices Liability
Ownership
Covered party vs. covered party
ERISA/Securities

Preferred Governmental Insurance Trust

PROPOSED CYBER LIABILITY COVERAGE (*Continued*)

Exclusions Include (*Continued*):

- Pollution
- Contract Liability
- Guarantees
- Advertising
- Product Recall
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility (failure to install updates)
- Act of God
- Recovery of Profits, Royalties, Fees

Preferred Governmental Insurance Trust

PROPOSED AUTOMOBILE COVERAGE

Higher limits may be available upon request

Description of Coverage:	Symbol:	Limits of Coverage:
Bodily Injury & Property Damage	1	\$1,000,000 Combined Single Limit
Personal Injury Protection (Florida No-Fault)	5	\$10,000 Each Person
Medical Payments	2	\$2,500 Each Person
Physical Damage – Owned Autos Comprehensive	2	\$1,000 Deductible
Collision	2	\$1,000 Deductible
Physical Damage – Hired Autos Comprehensive	8	\$35,000 Limit \$1,000 Deductible
Collision	8	\$1,000 Deductible

Schedule of Vehicles:

See Schedule of Automobiles – Appendix

Forms & Endorsements Include (but are not limited to):

Policy Forms & Endorsements as issued by Carrier
Business Auto Coverage Form
Hired Auto Liability

Exclusions Include (but are not limited to):

Expected or Intended Injury
Contractual
Workers Compensation
Fellow Employee
Care, Custody or Control
Movement of Property by Mechanical device
Pollution (other than accidents that occur away from premises that discharge
pollutants caused by the overturn, upset or damage

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

Preferred Governmental Insurance Trust

PROPOSED WORKERS' COMPENSATION COVERAGE

Employers Liability Coverage:	Limits of Coverage:
Bodily Injury by Accident – Each Accident	\$1,000,000
Bodily Injury by Disease – Aggregate	\$1,000,000
Bodily Injury by Disease – Each Employee	\$1,000,000

Class Code:	Description:	Payroll:
5509	Street or Road Maintenance & Drivers	\$893,522
7520	Waterworks Operation & Drivers	\$2,843,753
7580	Sewage Disposal Plant Operation & Drivers	\$829,977
7704	Fire Patrol or Protective Corps & Drivers	\$3,409,579
7720	Police Officers & Drivers	\$5,433,461
8380	Automobile Service or Repair Center & Drivers	\$190,366
8810	Clerical Office Employees	\$4,330,727
8820	Attorney – All Employees	\$241,645
8831	Hospital – Veterinary & Drivers	\$38,357
9015	Building or Property Management	\$221,450
9102	Lawn Maintenance – Commercial	\$1,536,788
9410	Municipal, Township, County or State Employee	\$2,740,659
	2018 Total Projected Payroll	\$22,710,284
	<i>Manual Premium</i>	<i>\$849,167</i>
	**Deductible: \$25,000 – NO AGGREGATE STOP LOSS AVAILABLE W/PREFERRED	(\$169,833)
	Safety Program (2% Credit)	(\$13,587)
	Drug-Free Workplace (5% Credit)	(\$33,287)
	Experience Modification (1.140)	\$88,544
	<i>Total Modified Premium</i>	<i>\$721,004</i>
	Schedule Rating Factor	(\$238,162)
	<i>Total Standard Premium</i>	<i>\$433,591</i>
	Premium Discount	(\$49,251)
	Expense Constant	\$160
	Total Estimated Premium	\$433,751

Forms, Endorsements & Exclusions Include (but are not limited to):

Policy Forms, Endorsements & Exclusions as issued by Carrier

Note: **No Aggregate Stop Loss

SUMMARY OF PROPOSED PREMIUMS & RELATED INFORMATION

Premiums as Proposed:	Annualized Expiring:	Renewal:
Property	\$ 263,744.00	\$ 238,545.00
Equipment Breakdown	\$ 6,250.00	\$ 6,035.00
Inland Marine	\$ 11,940.00	\$ 10,540.00
Crime	\$ 3,981.00	\$ 3,057.00
Accidental Death	\$ 7,088.00	\$ 8,162.00
General Liability (FMIT)	\$ 309,874.00	\$ 92,808.00
Law Enforcement Liability (FMIT)	Included	\$ 87,492.00
Public Officials/EPLI/Cyber (FMIT)	Included	\$ 52,651.00
Auto Liability (FMIT)	\$ 144,428.00	\$ 49,936.00
Auto Physical Damage (FMIT)	Included	\$ 31,206.00
Workers' Compensation	\$ 361,456.00	\$ 433,751.00
Total Premium	\$ 1,108,761.00	\$ 1,014,183.00

Options: Premiums below include any applicable fees / surcharges / taxes	
Equipment Breakdown - Terrorism Coverage Premium	\$ 61.00
Property - \$50M Equipment Breakdown Limit	\$ 5,653.00

NOTE:	
Executive Travel Accident	NO QUOTE

Subject to:

Signed POL/EPLI application
Signed Signature page
Signed UM form rejecting coverage
Signed Florida Fraud Statement

Minimum Earned Premium:

Coverage agreement shall be 25% minimum earned as of the first day of the Coverage period

Shared Limit:

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. See next page for additional details on the Excess coverage in place to protect the Trust.



Preferred Shared Property Limits

Preferred Governmental Insurance Trust (Preferred) buys a shared limit for property. In the event an occurrence exhausts the limit purchased, payment to Preferred members for a covered loss will be reduced pro-rata based on the amounts of covered loss by the members.

Preferred currently writes \$10B of TIV in 62 Florida counties. This spread of risk improves the catastrophe modeling, yielding in lower required purchase limits.

Preferred purchases no less than the AIR CatStation 250 year storm event. This catastrophe modeling is done on an annual basis for all building and contents insured by the Trust. In the unlikely event an occurrence exhausts the purchased limit each member would be paid on a pro-rata basis.

Below is a list of the previous named storm losses:

Storm	Year	Insured losses
Charley	2004	\$10,076,331
Frances	2004	\$4,566,459
Jeanne	2004	\$5,220,165
Dennis	2005	\$797,998
Katrina	2005	\$204,830
Wilma	2005	\$9,285,773
Fay	2008	\$0
Beryl	2012	\$24,628
Debby	2012	\$286,110
Isaac	2012	\$2,741
Andrea	2013	\$0
Hermine	2016	\$214,804
Julia	2016	\$57,400
Matthew	2016	\$3,527,976
Irma	2017	\$16M estimate
Nate	2017	\$0

As you can see based on Preferred's actual loss history there has been just over \$50M in named storm losses since the Trust started offering property coverage in 2003.

2-YEAR COVERAGE AGREEMENT OPTION

This quote covers two (2) annual twelve month periods, from 10/1/18 until 10/1/19 and from 10/1/19 until 10/1/20. The following conditions apply in addition to all other conditions of this quote:

- A. All Aggregate limits reset for the period 10/1/19 – 10/1/20. Losses applying to one annual coverage period will not erode the aggregate limits of another annual coverage period.
- B. The premium for the period 10/1/19 to 10/1/20 will be determined based on updated exposure values for this period.
- C. Rates for the period 10/1/19 – 10/1/20 will be identical to those for the 10/1/18 – 10/1/19 period with premiums subject to the following:
 - a. NCCI Experience Modification factors will be applied as promulgated
 - b. Changes to Schedule Property, Inland Marine, and Automobile
 - c. Payroll
 - d. Number of Employees
- D. In the event of cancellation of any line of business within 90 days after the first day of either annual coverage period, the premiums for such line(s) shall be 25% minimum earned. In the event of cancellation of any line of business following the initial 90 days of each annual coverage period, a penalty equal to 60 days premium of such line(s) of business shall become earned, any provision of the agreement to the contrary notwithstanding.
 - a. This penalty is earned and payable regardless of when notice of such cancellation is given, or effective date of such cancellation.

PAYMENT PLAN

Line of Coverage:	Carrier:	Billing:	Payment Options:
Property Inland Marine Liability Automobile	<i>Preferred</i> Governmental Insurance Trust	Agency Bill	• 25% down at inception, 50% at 75 days and 25% at 166 days
Equipment Breakdown	Federal Insurance Company	Agency Bill	• Annual Premium Due in Full
Accidental Death & Dismemberment	National Union Fire Ins Co of PA	Agency Bill	• Annual Premium Due in Full • Two Year Term, Annual Installment of \$7,754.00 • \$15,508 Two Year Prepaid
Crime	Travelers Casualty & Surety Company	Agency Bill	• 2-Year Term – Annual Equal Installments
Workers' Comp	<i>Preferred</i> Governmental Insurance Trust	Direct Bill	• Quarterly

BINDING SUBJECTIVITIES

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Property Inland Marine Liability Automobile	<i>Preferred</i> Governmental Insurance Trust	• Initialed & Signed POL/EPLI Application • Signed PGIT Signature Page • Receipt of Signed UM Form • Signed first page of Florida Fraud Statement • 2-Year Coverage Agreement Optional
Equipment Breakdown	Federal Insurance Company	• Signed Acord Application • If Rejecting, Signed Terrorism Rejection Form
Accidental Death & Dismemberment	National Union Fire Ins Co of PA	• Nothing at this time
Crime	Travelers Casualty & Surety Company	• Nothing at this time
Workers' Comp	<i>Preferred</i> Governmental Insurance Trust	• Signed first page of Florida Fraud Statement • Signed Drug-Free Application • Signed Safety Program Application • 2-Year Coverage Agreement Optional

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

* **Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
Property Inland Marine Liability Automobile Workers' Compensation	<i>Preferred</i> Governmental Insurance Trust	NR	NR
Equipment Breakdown	Federal Insurance Company	A++	XV
Crime	Travelers Casualty & Surety Company of America	A++	XV
Accidental Death & Dismemberment	National Union Fire Insurance Company of Pittsburgh, PA	A	XV

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide

Secure

A++, **A+** (Superior)

A, **A-** (Excellent)

B++, **B+** (Good)

Vulnerable

B, **B-** (Fair)

C++, **C+** (Marginal)

C, **C-** (Weak)

D (Poor)

E (Under Regulatory Supervision)

F (In Liquidation)

S (Suspended)

Financial Size Category Guide

Class Adj. PHS (\$ Millions)

I Less than 1

II 1 to 2

III 2 to 5

IV 5 to 10

V 10 to 25

VI 25 to 50

VII 50 to 100

VIII 100 to 250

Class Adj. PHS (\$ Millions)

IX 250 to 500

X 500 to 750

XI 750 to 1,000

XII 1,000 to 1,250

XIII 1,250 to 1,500

XIV 1,500 to 2,000

XV 2,000 or greater

NOTICE OF CARRIER FINANCIAL STATUS

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

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Insurance coverage is being placed through *Preferred* Governmental Insurance Trust which is currently not rated by A.M. Best Company.
- The financial condition of insurance companies may change rapidly and that such changes are beyond the control of Brown & Brown.
- You have had the ability to review the financial information for this carrier as found in one or more of the following sources: a state department of insurance website, A.M. Best Company website, carrier or a carrier website.
- You have had an opportunity to consider the information provided regarding your insurance quote and insurance placement and review it with your accountants, legal counsel and advisors.

Named Insured: The City of Port Orange
Policy Number: TBD
Policy Period: 10/01/2018 – 10/01/2019
Date of Notice: 07/06/2018

* A.M. Best Rating Guide: Rating for Stability: A++ to D = Highest to lowest rating
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

APPENDIX

RELATED INFORMATION

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

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at: <http://www.bbinsurance.com/customerinquiry.shtml>.

Public Risk Underwriters, Inc.

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.

Our office is owned by Brown & Brown of Florida 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 (PRU), a company owned by Brown & Brown, Inc., to administer PGIT'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 Lian
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters (PRU) receives an administration fee, based on the size and complexity of the account, of up to 12% 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 Lian with Insurance Company
- Claims Lian with *Preferred* Members
- Claims Adjustment

Public Risk Underwriters, Inc.

Compensation Disclosure (*Continued*)

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% 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 MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of *Preferred*'s insurance policies, and for individual risk placements for some *Preferred* members (excess and surplus lines, professional liability coverage, etc.) The wholesale insurance broker may provide the following services:

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

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage. Some wholesale brokers used by Brown to place your coverage may also act as Managing General Agents for various insurance companies, and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of your property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company owned by Brown & Brown Inc.

SCHEDULES



Property Schedule

Agreement Period: 10/01/2018 through 10/01/2019

COVERED PARTY: City of Port Orange

QUOTE NUMBER: PK FL1 0642010 18-04 01 - 1

AGENCY: Brown & Brown, Inc. - Daytona Beach

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Adult Activity Center Annex	3738 Halifax Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$268,610	\$79,600
002	Adult Activity Center Building	4790 Ridgewood Avenue Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$545,800	\$111,200
003	Airport Road Park: Land Improvements (8" well on Sports Field)	6751 Airport Road Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$95,760	\$0
004	Airport Road Park: Plant (Equip) in Open (Playground Equipment)	6751 Airport Road Port Orange FL 32127-	102 - PITO	10/01/2018	10/01/2019	\$83,000	\$0
005	Airport Road Park: Restroom Building	6751 Airport Road Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$52,200	\$0
006	Airport Road Park: Shelter	6751 Airport Road Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$41,000	\$0
007	Allen Green Civic Center	4705 Clyde Morris Boulevard Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$3,093,740	\$908,400
008	Causeway Park: Boat Dock #1 and Handicap Ramp (Southwest)	93 Dunlawton Avenue Port Orange FL 32127-	257 - Waterfront Structures	10/01/2018	10/01/2019	\$49,000	\$0
009	Causeway Park: Boat Dock #2 (Northwest)	93 Dunlawton Avenue Port Orange FL 32127-	257 - Waterfront Structures	10/01/2018	10/01/2019	\$83,000	\$0
010	Causeway Park: Fishing Dock #1 (West Dock, under bridge)	93 Dunlawton Avenue Port Orange FL 32127-	257 - Waterfront Structures	10/01/2018	10/01/2019	\$304,500	\$0
011	Causeway Park: Fishing Dock #2 (T Dock)	93 Dunlawton Avenue Port Orange FL 32127-	257 - Waterfront Structures	10/01/2018	10/01/2019	\$400,000	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
012	Causeway Park: Restroom Building	93 Dunlawton Avenue Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$43,800	\$0
013	Causeway Park: Shelter	93 Dunlawton Avenue Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$27,500	\$0
014	City Center Sports Complex: Concession/Restroom Building	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$77,800	\$0
015	City Center Sports Complex: Dugout Structure #1A (1st base)	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
016	City Center Sports Complex: Dugout Structure #1B (3rd base)	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
017	City Center Sports Complex: Dugout Structure #2A (1st base)	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
018	City Center Sports Complex: Dugout Structure #2B (3rd base)	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
019	City Center Sports Complex: Dugout Structure #3A (1st base)	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
020	City Center Sports Complex: Dugout Structure #3B (3rd base)	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
021	City Center Sports Complex: Dugout Structure #4A (1st base)	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
022	City Center Sports Complex: Dugout Structure #4B (3rd base)	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
023	City Center Sports Complex: Dugout Structure #5A (1st base)	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
024	City Center Sports Complex: Dugout Structure #5B (3rd base)	4625 City Center Drive Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
025	City Center Sports Complex: Outdoor Lighting, Scoreboards,	4625 City Center Drive Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$349,700	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
026	Coraci Park: 1 Playset, Aluminum Bleachers, Aluminum Benches	5200 Coraci Blvd. Port Orange FL 32127-	102 - PITO	10/01/2018	10/01/2019	\$50,000	\$0
027	Coraci Park: Chain Link Fencing	5200 Coraci Blvd. Port Orange FL 32127-	102 - PITO	10/01/2018	10/01/2019	\$100,000	\$0
028	Coraci Park: Concession/Restroom Building	5200 Coraci Blvd. Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$185,050	\$0
029	Coraci Park: Grandstands	5200 Coraci Blvd. Port Orange FL 32127-		10/01/2018	10/01/2019	\$300,000	\$0
030	Coraci Park: Outdoor Lighting	5200 Coraci Blvd. Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$800,000	\$0
031	Coraci Park: Pre-Fab Restroom	5200 Coraci Blvd. Port Orange FL 32127		10/01/2018	10/01/2019	\$160,000	\$0
032	Coraci Park: Scoreboard	5200 Coraci Blvd. Port Orange FL 32127-	102 - PITO	10/01/2018	10/01/2019	\$50,000	\$0
033	Kenneth W. Parker Amphitheater	2001 City Center Circle Port Orange FL 32127-	152 - NC	10/01/2018	10/01/2019	\$401,210	\$0
034	Lakeside Community Center: Building	1999 City Center Circle Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$951,230	\$116,400
035	Lakeside Community Center: Recreation Storage Building	1999 City Center Circle Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$89,900	\$0
036	Memorial Park: Fishing Dock #1	3801 Jackson Street Port Orange FL 32127-	257 - Waterfront Structures	10/01/2018	10/01/2019	\$121,600	\$0
037	Memorial Park: Fishing Dock #2	3801 Jackson Street Port Orange FL 32127-	257 - Waterfront Structures	10/01/2018	10/01/2019	\$153,700	\$0
038	Parks Maintenance Facility	5839 Trailwood Drive Port Orange FL 32127-	131 - FR	10/01/2018	10/01/2019	\$1,146,000	\$142,900
039	Port Orange Gymnasium: Equipment Storage	4655 City Center Circle Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$185,180	\$34,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
040	Port Orange Gymnasium: Gym Building	4655 City Center Circle Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$2,492,400	\$228,200
041	Port Orange Train Depot	415 Herbert Street Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$172,000	\$0
042	Riverwalk Park: Boardwalk	3431 S. Ridgewood Avenue Port Orange FL 32127		10/01/2018	10/01/2019	\$65,000	\$0
043	Riverwalk Park: Boardwalk & Fishing Pier	3431 S. Ridgewood Avenue Port Orange FL 32127-	257 - Waterfront Structures	10/01/2018	10/01/2019	\$134,000	\$0
044	Riverwalk Park: Playground	3431 S. Ridgewood Avenue Port Orange FL 32127		10/01/2018	10/01/2019	\$130,000	\$0
045	Riverwalk Park: North Restroom/Concession Building	3431 S. Ridgewood Avenue Port Orange FL 32127		10/01/2018	10/01/2019	\$130,000	\$0
046	Riverwalk Park: South Restroom/Concession Building	3431 S. Ridgewood Avenue Port Orange FL 32127		10/01/2018	10/01/2019	\$180,000	\$0
047	Riverwalk Park: Splash Pad	3431 S. Ridgewood Avenue Port Orange FL 32127		10/01/2018	10/01/2019	\$42,000	\$0
048	Russell Property: Floating Dock	6060 Deer Feed Trail Port Orange FL 32127-	257 - Waterfront Structures	10/01/2018	10/01/2019	\$116,900	\$0
049	Russell Property: Main House	6060 Deer Feed Trail Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$548,840	\$0
050	Russell Property: Pumphouse	6060 Deer Feed Trail Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$19,100	\$19,000
051	Russell Property: Shed	6060 Deer Feed Trail Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$47,500	
052	Southwinds Park: Play Structure	1200 Richel Drive Port Orange FL 32127-	102 - PITO	10/01/2018	10/01/2019	\$40,000	\$0
053	Southwinds Park: Restroom/Concession Building	1200 Richel Drive Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$61,900	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
054	Spruce Creek Rec. Fac.: Road Park: Boardwalk	5959 S. Spruce Creek Road Port Orange FL 32127-	257 - Waterfront Structures	10/01/2018	10/01/2019	\$140,500	\$0
055	Spruce Creek Rec. Fac.: Road Park: Concession/Restroom Building	5959 S. Spruce Creek Road Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$152,200	\$33,900
056	Spruce Creek Rec. Fac.: Road Park: Dugout #1	5959 S. Spruce Creek Road Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
057	Spruce Creek Rec. Fac.: Road Park: Dugout #2	5959 S. Spruce Creek Road Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
058	Spruce Creek Rec. Fac.: Road Park: Dugout #3	5959 S. Spruce Creek Road Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
059	Spruce Creek Rec. Fac.: Road Park: Dugout #4	5959 S. Spruce Creek Road Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
060	Spruce Creek Rec. Fac.: Road Park: Plant/Equip in Open	5959 S. Spruce Creek Road Port Orange FL 32127-	102 - PITO	10/01/2018	10/01/2019	\$130,680	\$0
061	Spruce Creek Rec. Fac.: All-Childrens' Park: Playground Equipment (10	5959 S. Spruce Creek Road Port Orange FL 32127-	102 - PITO	10/01/2018	10/01/2019	\$82,000	\$0
062	Spruce Creek Rec. Fac.: All-Childrens' Park: Restroom Building	5959 S. Spruce Creek Road Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$54,400	\$0
063	Spruce Creek Rec. Fac.: Road Park: Scoreboard	5959 S. Spruce Creek Road Port Orange FL 32127-	102 - PITO	10/01/2018	10/01/2019	\$30,000	\$0
064	Spruce Creek Rec. Fac.: Shelter/Pavilion	5959 S. Spruce Creek Road Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$40,500	\$0
065	White Place Park: Dugout #1	210 White Place Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
066	White Place Park: Dugout #2	210 White Place Port Orange FL 32127-	101 - Frame	10/01/2018	10/01/2019	\$9,100	\$0
067	White Place Park: Lighting, Other	210 White Place Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$72,560	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
068	Willow Run Park: Lights	1351 School House Drive Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$18,600	\$0
069	Willow Run Park: Restroom Building	1351 School House Drive Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$82,680	\$0
070	Willow Run Park: Tennis Courts	1351 School House Drive Port Orange FL 32127-	102 - PITO	10/01/2018	10/01/2019	\$10,560	\$0
071	YMCA Building	4701 City Center Circle Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$3,346,320	\$405,500
072	Police Evidence Building	5839 Trailwood Drive Port Orange FL 32127-	152 - NC	10/01/2018	10/01/2019	\$124,420	\$61,700
073	Police Station	4545 Clyde Morris Blvd. Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$9,423,170	\$2,491,600
074	Police Storage/Office	4545 Clyde Morris Blvd. Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$527,840	\$210,900
075	Christianity Master Lift Station: Generator Building (Front)	5367 Christianity Avenue Port Orange FL 32127-	244 - Mechanical Equipment	10/01/2018	10/01/2019	\$31,800	\$10,600
076	Christianity Master Lift Station: Generator Building and Emergency	5367 Christianity Avenue Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$123,700	\$140,000
077	Countryside Regional Lift Station: Generator Building	633 Taylor Road Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$47,250	\$78,000
078	Garnsey Water Plant: Accelerator #1 (North Process Train / Bldg. 6)	4400 Wellfield Road Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$479,100	\$121,500
079	Garnsey Water Plant: Accelerator #2 (Central Process Train / Bldg. 8)	4400 Wellfield Road Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$479,100	\$121,500
080	Garnsey Water Plant: Accelerator #3 (South Process Train / Bldg. 10)	4400 Wellfield Road Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$479,100	\$121,500
081	Garnsey Water Plant: Backwash Recovery Basin	4400 Wellfield Road Port Orange FL 32127-	131 - FR	10/01/2018	10/01/2019	\$260,000	\$140,600

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
082	Garnsey Water Plant: Chlorine Storage Building (Bldg. 23)	4400 Wellfield Road Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$135,900	\$55,100
083	Garnsey Water Plant: Electrical Building (Bldg. 24)	4400 Wellfield Road Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$116,000	\$134,000
084	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #1 (South / Bldg. 20/21)	4400 Wellfield Road Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$781,880	\$375,000
085	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #2 (Central / Bldg. 17/18)	4400 Wellfield Road Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$781,880	\$378,000
086	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #3 (North / Bldg. 13/14)	4400 Wellfield Road Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$781,880	\$378,000
087	Garnsey Water Plant: Fluoride/Liquid Amonia Bldg. (Bldg. 15/9)	4400 Wellfield Road Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$148,100	\$64,800
088	Garnsey Water Plant: Generator Building (Bldg. 29)	4400 Wellfield Road Port Orange FL 32127-	244 - Mechanical Equipment	10/01/2018	10/01/2019	\$434,460	\$0
089	Garnsey Water Plant: Ground Storage Tank (Bldg. 26)	4400 Wellfield Road Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,004,470	\$0
090	Garnsey Water Plant: High Service Pump Station (Bldg. 22)	4400 Wellfield Road Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$358,000	\$453,900
091	Garnsey Water Plant: Lime Silo #1 (North / Bldg. 5)	4400 Wellfield Road Port Orange FL 32127-	223 - On Ground Dry Chemical Storage Tank	10/01/2018	10/01/2019	\$84,000	\$0
092	Garnsey Water Plant: Lime Silo #2 (Central / Bldg. 7)	4400 Wellfield Road Port Orange FL 32127-	223 - On Ground Dry Chemical Storage Tank	10/01/2018	10/01/2019	\$84,000	\$0
093	Garnsey Water Plant: Lime Silo #3 (Central / Bldg. 11)	4400 Wellfield Road Port Orange FL 32127-	223 - On Ground Dry Chemical Tank	10/01/2018	10/01/2019	\$84,000	\$0
094	Garnsey Water Plant: Maintenance Shop (Bldg. 28)	4400 Wellfield Road Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$49,900	\$17,300
095	Garnsey Water Plant: Maintenance Office (Bldg. 25)	4400 Wellfield Road Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$138,400	\$75,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
096	Garnsey Water Plant: Maintenance Storage/Warehouse Building (Bldg. 27)	4400 Wellfield Road Port Orange FL 32127-	152 - NC	10/01/2018	10/01/2019	\$79,900	\$12,200
097	Garnsey Water Plant: Operations Building (Bldg. 4)	4400 Wellfield Road Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$278,400	\$276,400
098	Garnsey Water Plant: Sludge Press Building (Bldg. 2)	4400 Wellfield Road Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$190,350	\$456,300
099	Garnsey Water Plant: Thickener #1 (South / Bldg. 1)	4400 Wellfield Road Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$92,350	\$0
100	Garnsey Water Plant: Thickener #2 (North / Bldg. 3)	4400 Wellfield Road Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$92,370	\$0
101	Generator Building	633 Taylor Road Port Orange FL 32127-	244 - Mechanical Equipment	10/01/2018	10/01/2019	\$28,100	\$19,800
102	Wellfield: Generator Building C8	2396 Campsite Road Port Orange FL 32127-	244 - Mechanical Equipment	10/01/2018	10/01/2019	\$54,560	\$36,000
103	Wellfield: Generator Building E15 (Wells 13, 14, 15, 16)	1264 Richel Drive Port Orange FL 32127-	244 - Mechanical Equipment	10/01/2018	10/01/2019	\$43,700	\$15,300
104	Herbert Nova Regional Master Lift Station	Herbert Street & Nova Road Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$105,000	\$167,300
105	Oceans Pump Station: Building	2842 Ridge Road Avenue Daytona Beach FL 32118-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$246,700	\$224,000
106	Oceans Pump Station: Water Storage Tank	2842 Ridge Road Avenue Daytona Beach FL 32118-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,224,020	\$0
107	Peninsula Pump Station: Building	4270 S. Atlantic Avenue Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$242,300	\$253,000
108	Peninsula Pump Station: Water Storage Tank	4270 S. Atlantic Avenue Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,004,470	\$0
109	Ponce Inlet Lift Station	34 Mar Azul North Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$70,140	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
110	Ponce Inlet Master Lift Station: Generator Building	4668 S. Peninsula Drive Ponce Inlet FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$1,110,400	\$419,400
111	Public Utilities Facility: Office/Field Ops	502 Oak Street Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$469,140	\$194,500
112	Public Utilities Facility: Warehouse/Office Building	500 Oak Street Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$1,023,480	\$363,900
113	Pump House/Lift Station	6231 Palm Vista Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$57,500	\$68,000
114	Wastewater Treatment Plant: A/O Reaction Basin (Bldg. 7)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$5,108,500	\$0
115	Wastewater Treatment Plant: Administration/Operations Building (Bldg. 7)	817 Oak Street Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$204,300	\$254,400
116	Wastewater Treatment Plant: Alum & Methanol Tank Storage	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$64,300	\$21,100
117	Wastewater Treatment Plant: Bisulfite Storage Building (Bldg. 18)	817 Oak Street Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$66,400	\$70,000
118	Wastewater Treatment Plant: Blower Building (North / Bldg. 7A)	817 Oak Street Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$109,300	\$150,000
119	Wastewater Treatment Plant: Blower Building (South / Bldg. 7A)	817 Oak Street Port Orange FL 32127-	152 - NC	10/01/2018	10/01/2019	\$109,370	\$150,000
120	Wastewater Treatment Plant: Chlorine Storage Building (Bldg. 17)	817 Oak Street Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$82,200	\$25,600
121	Wastewater Treatment Plant: Clarifier #1 (Train 1 North / Bldg. 9)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$793,000	\$464,200
122	Wastewater Treatment Plant: Clarifier #2 (Train 1 South / Bldg. 9)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$793,000	\$464,200
123	Wastewater Treatment Plant: Clarifier #3 (Train 2 North / Bldg. 8)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,127,000	\$200,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
124	Wastewater Treatment Plant: Clarifier #4 (Train 2 South / Bldg. 8)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,127,000	\$200,000
125	Wastewater Treatment Plant: Collection Systems Office (Bldg. 22)	817 Oak Street Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$196,500	\$87,300
126	Wastewater Treatment Plant: Digester #1 (West / Bldg. 14)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,396,400	\$0
127	Wastewater Treatment Plant: Digester #2 (North / Bldg. 14)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,396,400	\$0
128	Wastewater Treatment Plant: Digester #3 (South / Bldg. 14)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,396,400	\$0
129	Wastewater Treatment Plant: Electrical Building (Bldg. 19A)	817 Oak Street Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$29,900	\$44,400
130	Wastewater Treatment Plant: Filter Control Building (Bldg. 12)	817 Oak Street Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$197,500	\$78,200
131	Wastewater Treatment Plant: Filter Structure (Bldg. 10)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$662,300	\$283,400
132	Wastewater Treatment Plant: Generator Building (South / Bldg. 6)	817 Oak Street Port Orange FL 32127-	131 - FR	10/01/2018	10/01/2019	\$335,800	\$0
133	Wastewater Treatment Plant: Generator Building (North / Bldg. 19)	817 Oak Street Port Orange FL 32127-	244 - Mechanical Equipment	10/01/2018	10/01/2019	\$335,800	\$0
134	Wastewater Treatment Plant: Grit Removal Screening Building (Bldg. 4)	817 Oak Street Port Orange FL 32127-	131 - FR	10/01/2018	10/01/2019	\$740,300	\$502,600
135	Wastewater Treatment Plant: Maintenance Building (Bldg. 21)	817 Oak Street Port Orange FL 32127-	152 - NC	10/01/2018	10/01/2019	\$106,240	\$25,700
136	Wastewater Treatment Plant: Master Lift Station (East / Bldg. 3)	817 Oak Street Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$1,116,900	\$500,000
137	Wastewater Treatment Plant: Master Lift Station (West / Bldg. 2)	817 Oak Street Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$225,400	\$38,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
138	Wastewater Treatment Plant: Re-Aeration & Chlorine Contact	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$491,800	\$100,000
139	Wastewater Treatment Plant: Reclaimed Water Tank (Bldg. 13)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,819,850	\$0
140	Wastewater Treatment Plant: Reuse Building (Bldg. 13)	817 Oak Street Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$168,400	\$322,000
141	Wastewater Treatment Plant: Sludge Building (Bldg. 16)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$653,820	\$0
142	Wastewater Treatment Plant: Lift Station Mechanics Storage Building	817 Oak Street Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$23,500	\$7,400
143	Wastewater Treatment Plant: Sludge Thickener (Bldg. 15)	817 Oak Street Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$81,450	\$10,600
144	Ruth Street Pump Station: Lab Building (Bldg. 20)	541 Ruth Street Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$237,840	\$313,500
145	Cypress Head Pump Station: Building	6262 S. Williamson Blvd. Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$210,100	\$334,500
146	Cypress Head Pump Station: Water Storage Tank	6262 S. Williamson Blvd. Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,819,850	\$0
147	Wellfield: Generator Building C20	2440 Drema Way Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$59,820	\$40,000
148	Wellfield: Maintenance Building	2331 Flow Way Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$56,500	\$22,200
149	Wellfield: Reclaimed Pump Station (Bldg. 23)	2401 Troutman Trail Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$342,000	\$328,800
150	Wellfield: Reclaimed Water Storage Tank (Bldg. 23)	2401 Troutman Trail Port Orange FL 32127-	223 - On Ground Liquid Storage Tank	10/01/2018	10/01/2019	\$1,004,470	\$0
151	Williamson Regional Lift Station #9: Reuse Pump Building	5955 S. Williamson Blvd. Port Orange FL 32127	Alum. Enclosure	10/01/2018	10/01/2019	\$30,000	\$75,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
152	Williamson Regional Lift Station #9: Reclaimed Water Storage Tank	5955 S. Williamson Blvd. Port Orange FL 32127	concrete/ precast flat roof	10/01/2018	10/01/2019	\$45,000	\$400,000
153	Alum Feed Building #1	210 Commonwealth Avenue Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$74,730	\$1,250,000
154	Alum Feed Building #2	5724 Ridgewood Avenue Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$69,560	\$1,250,000
155	Arthaus Museum	3840 Ridgewood Avenue Port Orange FL 32127-	119 - JM	10/01/2018	10/01/2019	\$277,970	\$75,000
156	Cambridge Pump Station (Storm Water)	4839 Trailwood Drive Port Orange FL 32127-	251 - Pump/Lift Station	10/01/2018	10/01/2019	\$13,600	\$170,200
157	City Hall: Building	1000 City Center Circle Port Orange FL 32129-	119 - JM	10/01/2018	10/01/2019	\$5,361,600	\$1,525,100
158	City Hall: Pedestrian Bridge	1000 City Center Circle Port Orange FL 32127-	202 - Bridges	10/01/2018	10/01/2019	\$237,500	\$0
159	Control Building	5835 Trailwood Drive Port Orange FL 32127-	131 - FR	10/01/2018	10/01/2019	\$33,200	\$200,000
160	Emergency Generator - 750 Kw	5835 Trailwood Drive Port Orange FL 32127-	244 - Mechanical Equipment	10/01/2018	10/01/2019	\$274,000	\$0
161	Fire Station #71	4200 S. Ridgewood Ave Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$1,054,360	\$122,800
162	Fire Station #72	6027 Central Park Blvd. Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$1,081,550	\$133,100
163	Fire Station #73	1090 City Center Boulevard Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$2,152,250	\$213,600
164	Fire Station #74	6701 Airport Road Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$1,345,370	\$130,700
165	Fire Station #75	1701 Town West Blvd. Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$1,081,510	\$133,100

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
166	Dorothy L. Hukill City Center Annex (f/k/a Old PD Main Bldg.)	1395 Dunlawton Avenue Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$2,574,800	\$1,062,400
167	Dorothy L. Hukill City Center Annex (f/k/a Old PD Communication	1395 Dunlawton Avenue Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$167,400	\$1,955,000
168	Fire Logistics Building	1395 Dunlawton Avenue Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$510,060	\$158,900
169	Public Works Facility: Garage Tire Room	407 Virginia Avenue Port Orange FL 32127-	131 - FR	10/01/2018	10/01/2019	\$26,300	\$5,600
170	Public Works Facility: Office & Garage	407 Virginia Avenue Port Orange FL 32127-	152 - NC	10/01/2018	10/01/2019	\$1,007,700	\$43,900
171	Public Works Facility: Storage Bays 1 - 24	407 Virginia Avenue Port Orange FL 32127-	111 - MNC	10/01/2018	10/01/2019	\$147,340	\$113,500
172	Public Works Facility: Storage Building (The Palace)	407 Virginia Avenue Port Orange FL 32127-	152 - NC	10/01/2018	10/01/2019	\$201,200	\$28,600
173	Signage: Eastport Business Park	Dunlawton Avenue @ Spruce Creek Road Port Orange FL 32127		10/01/2018	10/01/2019	\$33,846	\$0
174	Talluto Park: City Sign Fountain Structure	Dunlawton Ave. @ Ridgewood Ave. Port Orange FL 32127-	102 - PITO	10/01/2018	10/01/2019	\$59,300	\$0
175	Traffic Lights	Dunlawton Avenue @ City Center Circle Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$205,900	\$0
176	Traffic Lights	Dunlawton Avenue @ Village Trail / Swallowtail Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$183,200	\$0
177	Traffic Lights	Nova Road @ Village Trail Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$262,000	\$0
178	Traffic Lights	Nova Road @ Herbert Street Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$206,300	\$0
179	Traffic Lights	Nova Road @ Madeline Avenue Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$264,200	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
180	Traffic Lights	Dunlawton Avenue @ Yorktowne Blvd. Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$204,800	\$0
181	Traffic Lights	Dunlawton Avenue @ Spruce Creek Rd. Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$225,400	\$0
182	Traffic Lights	Ridgewood Avenue @ Herbert Street Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$205,600	\$0
183	Traffic Lights (Fire Station 71 Emergency Light)	Ridgewood Avenue @ Meeker Place Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$139,500	\$0
184	Traffic Lights	Dunlawton Avenue @ I-95 Northbound Ramp Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$244,600	\$0
185	Traffic Lights	Taylor Road @ Summer Trees Road Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$241,700	\$0
186	Traffic Lights	Williamson Blvd. @ Willow Run Blvd. Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$153,700	\$0
187	Traffic Lights	Spruce Creek Road @ Eastport Park Way Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$147,900	\$0
188	Traffic Lights (The Pavilion)	Williamson Blvd. @ Summer Trees Road Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$353,700	\$0
189	Traffic Lights (Fire Station 75 Emergency Light)	1701 Town West Blvd. Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$112,100	\$0
190	Traffic Lights	Williamson Blvd. @ Madeline Avenue Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$154,400	\$0
191	Traffic Lights (Fire Station 72 Emergency Light)	Spruce Creek Road @ Central Park Blvd. Port Orange FL 32127-	243 - Electrical Equipment	10/01/2018	10/01/2019	\$129,900	\$0
192	Trailwood Drive Bridge # 1	5910 Trailwood Drive Port Orange FL 32127-	202 - Bridges	10/01/2018	10/01/2019	\$118,500	\$0
193	Trailwood Drive Bridge # 2	5898 Trailwood Drive Port Orange FL 32127-	202 - Bridges	10/01/2018	10/01/2019	\$118,500	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
194	Trailwood Drive Bridge # 3	5899 Trailwood Drive Port Orange FL 32127-	202 - Bridges	10/01/2018	10/01/2019	\$118,500	\$0
195	Trailwood Drive Bridge # 4	5839 Trailwood Drive Port Orange FL 32127-	202 - Bridges	10/01/2018	10/01/2019	\$118,500	\$0
196	Trailwood Drive Bridge # 5	5899 Trailwood Drive Port Orange FL 32127-	202 - Bridges	10/01/2018	10/01/2019	\$235,000	\$0

Total	\$88,760,406	\$24,098,800
TIV	\$112,859,206.00	



Inland Marine Schedule

Agreement Period: 10/01/2018 through 10/01/2019

COVERED PARTY: City of Port Orange

QUOTE NUMBER: PK FL1 0642010 18-04 01 - 1

AGENCY: Brown & Brown, Inc. - Daytona Beach

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
001	2011 Kalmar Ottawa Spotter	327552	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$58,750.00	\$1,000
				10/01/2019		
002	2001 John Deere 550H Bulldozer	TO550HX897191	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$68,713.00	\$1,000
				10/01/2019		
003	2001 Case 721C Loader	JEE0125340	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$115,362.00	\$1,000
				10/01/2019		
004	2008 John Deere Mower	TC250BD020113	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$26,341.00	\$500
				10/01/2019		
005	2009 John Deer Fairway Mower	TC250BD020115	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$39,301.00	\$500
				10/01/2019		
006	2009 John Deer Fairway Mower	TC7700X010216	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$39,301.00	\$500
				10/01/2019		
007	2004 Boston Whaler 210 JC	D404	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$42,699.00	\$500
				10/01/2019		
008	2005 Thompson Pump	1T9PH13255P63422 0	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,297.00	\$500
				10/01/2019		
009	2005 Nissan 50LO2 Forklift	ULO2-9J0243	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$24,116.00	\$1,000
				10/01/2019		
010	2005 John Deere 310SG Backhoe	T0310SG949786	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$56,605.00	\$1,000
				10/01/2019		
011	2005 Thompson Pump	1T9PH15255P63423 2	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$71,458.00	\$1,000
				10/01/2019		

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
012	2005 John Deere 544j Loader	DW544JZ599584	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$108,916.00	\$1,000
				10/01/2019		
013	2005 Thompson 6 inch Pump	1T9PT13255P634293	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$24,600.00	\$1,000
				10/01/2019		
014	2005 Thompson 6 inch Pump	1T9PT13235P634294	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$24,600.00	\$1,000
				10/01/2019		
015	2005 Thompson Pump	1T9PH14285P634309	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$33,714.00	\$500
				10/01/2019		
016	2005 Thompson Pump	1T9PH14245P634310	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$33,714.00	\$500
				10/01/2019		
017	2005 Thompson Pump	1T9HP12165P634335	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,297.00	\$500
				10/01/2019		
018	2005 Thompson Pump	1T9PH12145P634351	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,297.00	\$500
				10/01/2019		
019	2005 Thompson Pump	1T9PH12175P634355	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,297.00	\$500
				10/01/2019		
020	2005 Thompson Pump	1T9PH12105P634377	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,297.00	\$500
				10/01/2019		
021	2005 Thompson Pump	1T9PH12125P634378	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,297.00	\$500
				10/01/2019		
022	Detroit Diesel 400 KW Tow Power Portable Generator	TA9PE21255D524132	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$71,079.00	\$1,000
				10/01/2019		
023	2006 Caterpillar M318C Excavator	CATM318CEH2D00356	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$181,801.00	\$1,000
				10/01/2019		
024	2006 Caterpillar 420E Backhoe	CAT0420ELHLS01376	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$57,545.00	\$1,000
				10/01/2019		
025	2008 Menzi Muck A61 Excavator	5492	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$192,260.00	\$1,000
				10/01/2019		
026	2009 Challenger Tractor w/Boom	T242026	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$139,890.00	\$1,000
				10/01/2019		
027	2012 Vactron Portable Pump	5HZBF1631CLAC1108	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$44,198.00	\$1,000
				10/01/2019		
028	2012 Challenger MT465B	C055012	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$106,477.00	\$1,000
				10/01/2019		

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
029	2013 John Deere 2500 Greens AA-----	1TC250BDKDT0701 62	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,387.00	\$1,000
				10/01/2019		
030	2013 John Deere 2500 Greens AA-----	1TC250BDJDT07016 3	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,387.00	\$1,000
				10/01/2019		
031	2013 Cat 305E Mini Excavator	XFA01600	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$48,493.00	\$1,000
				10/01/2019		
032	2013 Cat CB24 Asphalt Roller	24001900	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$43,371.00	\$1,000
				10/01/2019		
033	2014 John Deere 1445 Flail Mower	1TC1445DPET13504 4	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$26,716.00	\$1,000
				10/01/2019		
034	2014 Cat 259D Skid Steer Loader	FTL00571	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$56,708.00	\$1,000
				10/01/2019		
035	2014 John Deere 2500 Mower	1TC250BDPET0800 92	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,760.00	\$1,000
				10/01/2019		
036	2014 John Deere 2500 Mower	1TC250BDKET0800 93	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,760.00	\$1,000
				10/01/2019		
037	2014 Cues Camera System, Asset		Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$59,160.00	\$1,000
				10/01/2019		
038	2015 John Deere 2653B Mower	1TC2653TKET09000 42	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$28,095.00	\$1,000
				10/01/2019		
039	2015 John Deere 5065E Tractor	PF4113077	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$26,032.00	\$1,000
				10/01/2019		
040	2014 Cat TL642C Telehandler	THG01015	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$78,700.00	\$1,000
				10/01/2019		
041	2017 Cummins 150GSDAC 150KW Diesel Generator	J170258237/H17M2 40686	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$55,120.00	\$1,000
				10/01/2019		
042	2017 Towmaster T-24 Trailer	4KNFT2222JL16059 3	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$21,165.00	\$1,000
				10/01/2019		
043	2017 Wanco WTMMP Message Sign	5F12S1616H100582 9	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$17,448.00	\$1,000
				10/01/2019		
044	2017 Wanco WTMMB Message Sign	5F12S1616H100583 0	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$17,448.00	\$1,000
				10/01/2019		
045	Unscheduled Items		Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$1,000,000.00	\$500
				10/01/2019		

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
046	2003 Generator, Trailer Mounted	3821	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$37,580.00	\$500
				10/01/2019		
047	2004 Toro Fairway Mower	621	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$34,250.00	\$500
				10/01/2019		
048	2004 Toro Fairway Mower	619	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$34,250.00	\$500
				10/01/2019		
049	2014 John Deere Progator/Sprayer	75165	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$28,115.00	\$1,000
				10/01/2019		
050	2015 Falcon Asphalt Patching Machine	339048	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$35,164.00	\$1,000
				10/01/2019		
051	2015 Toro 3280 72" Mower	315000166	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$19,814.00	\$1,000
				10/01/2019		
052	2015 Wachs Valve Exercising Trailer	297990	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$61,100.00	\$1,000
				10/01/2019		
053	2016 Cat 416F Backhoe Loader	KSF02137	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$73,058.00	\$1,000
				10/01/2019		
054	2016 Kubota L3901 Tractor	60073	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$30,822.00	\$1,000
				10/01/2019		
055	2016 Toro 3505D Mower	316000103	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$26,990.00	\$1,000
				10/01/2019		
056	2016 Ventrac 4500Y Mower	AJ03986	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$24,014.00	\$1,000
				10/01/2019		
057	2017 Cat 304E Mini Excavator	ME402622	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$49,589.00	\$1,000
				10/01/2019		
058	Gen, Onan Gensets Trlr Mtd	4192	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$27,048.00	\$500
				10/01/2019		
059	Gen, Onan Gensets Trlr Mtd	4193	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$27,048.00	\$500
				10/01/2019		
060	Message Sign, Addeo DH1000	9694	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$27,500.00	\$500
				10/01/2019		
061	Trailer, Fire Safety	6046	Contractor's / Mobile Equipment - Agreed Value	10/01/2018	\$57,578.00	\$1,000
				10/01/2019		
062	Unscheduled Items		Valuable Papers - RC	10/01/2018	\$500,000.00	\$1,000
				10/01/2019		

Total	\$4,437,892.00
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Vehicle Schedule

Agreement Period: 10/01/2018 through 10/01/2019

COVERED PARTY: City of Port Orange

QUOTE NUMBER: PK FL1 0642010 18-04 01 - 1

AGENCY: Brown & Brown, Inc. - Daytona Beach

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	F-800		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$54,983
	1994	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
002	Chevrolet	C2500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$17,848
	2000	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
003	Ford	ECONOLINE VAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,473
	2000	TBA	Bus <20 Pass, No Lift	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
004	GMC	JIMMY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$15,442
	2001	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
005	Sterling	LT 7500 DUMP TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$66,384
	2001	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
006	Sterling	LT 7500 DUMP TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$66,384
	2001	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
007	Sterling	LT 7500 DUMP TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$66,384
	2001	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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	Sterling	LT 7500 DUMP TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$66,384
	2001	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
009	Sterling	LT 7500 DUMP TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$66,384
	2001	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
010	Dodge	RAM D 2500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,209
	2001	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
011	Sterling	LT 7500 VAC CON		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$183,791
	2002	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
012	Pierce	CUSTOM PUMPER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$261,514
	2003	TBA	Fire Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
013	Ford	RANGER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$13,255
	2004	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
014	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$36,837
	2004	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
015	Sterling	LT 500 DUMP TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$66,351
	2004	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
016	Chevrolet	SILVERADO K1500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,877
	2005	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
017	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,837
	2005	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
018	Sterling	DUMP TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$105,972
	2005	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
019	Sterling	DUMP TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$105,972
	2005	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
020	Sterling	ACTERRA TRASH TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$89,890
	2005	TBA	Garbage Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
021	Chevrolet	COLORADO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$14,355
	2006	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
022	Chevrolet	COLORADO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,215
	2006	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
023	Ford	ECONOLINE VAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,644
	2006	TBA	Bus <20 Pass, No Lift	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
024	Ford	ECONOLINE VAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$17,320
	2006	TBA	Bus <20 Pass, No Lift	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
025	Sterling	VAC CON TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,216
	2007	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
026	Chevrolet	COLORADO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$14,163
	2007	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
027	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,389
	2007	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
028	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,389
	2007	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
029	Ford	F-550		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$43,340
	2008	TBA	Medium Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
030	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,137
	2008	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
031	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,137
	2008	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
032	TATRA	BRUSH TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$401,676
	2008	TBA	Fire Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
033	Chevrolet	SILVERADO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$30,204
	2008	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
034	Chevrolet	COLORADO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$21,282
	2009	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
035	Pierce	CONTENDER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$408,339
	2010	TBA	Fire Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
036	Nissan	ALTIMA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$9,890
	2005	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
037	Harley Davidson	FLHP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$16,725
	2010	TBA	Motorcycle	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
038	Harley Davidson	FLHP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$16,725
	2010	TBA	Motorcycle	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
039	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,176
	2010	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
040	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,176
	2010	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
041	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,176
	2010	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
042	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,097
	2010	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
043	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,097
	2010	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
044	Ford	FUSION HYBRID		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,082
	2010	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
045	Ford	FUSION HYBRID		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,082
	2010	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
046	Ford	FUSION HYBRID		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,082
	2010	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
047	Ford	FUSION HYBRID		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,082
	2010	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
048	Ford	FUSION HYBRID		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,082
	2010	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
049	Ford	F-550 W/ABC VAN BODY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$135,032
	2011	TBA	Medium Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
050	Ford	F-350 4X4 PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$34,095
	2011	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
051	International	4300 DUMP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$67,212
	2011	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
052	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$35,552
	2011	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
053	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,971
	2011	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
054	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,256
	2011	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
055	Chevrolet	SILVERADO 2500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,186
	2011	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
056	Chevrolet	TAHOE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,678
	2011	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
057	Chevrolet	TAHOE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,678
	2011	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
058	Chevrolet	SILVERADO K 2500 CC		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$39,404
	2011	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
059	Chevrolet	SILVERADO K 2500 EXT		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,174
	2011	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
060	Chevrolet	SILVERADO K 2500 EXT UTIL		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$41,174
	2011	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
061	Chevrolet	COLORADO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$15,652
	2012	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
062	Chevrolet	COLORADO EXT CAB		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,927
	2012	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
063	Chevrolet	COLORADO EXT CAB 4X4		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,245
	2012	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
064	Chevrolet	COLORADO EXT CAB 4X4		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,245
	2012	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
065	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,975
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
066	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,975
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
067	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,975
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
068	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,975
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
069	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,975
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
070	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,975
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
071	Chevrolet	IMPALA		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,975
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
072	Pierce	SABER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$424,946
	2012	TBA	Fire Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
073	Ford	F-550 W/DUMP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$42,936
	2012	TBA	Medium Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
074	International	WORK STAR/VAC CON		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$322,256
	2012	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
075	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,918
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
076	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,918
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
077	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,918
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
078	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,918
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
079	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,918
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
080	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,918
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
081	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,918
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
082	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,918
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
083	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,918
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
084	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,918
	2012	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
085	Ford	F-150 PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$15,000
	2002	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
086	Chevrolet	SILVERADO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,638
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
087	Chevrolet	MALIBU		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$21,637
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
088	Chevrolet	MALIBU		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$21,637
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
089	Chevrolet	C2500 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$33,877
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
090	Towmaster	TRAILER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$7,350
	2013	TBA	Trailer - NO CHARGE	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
091	Chevrolet	C2500 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$33,877
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
092	Chevrolet	C2500 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$33,877
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
093	Chevrolet	C2500 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$33,877
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
094	Chevrolet	C2500 4X4 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,533
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
095	Nissan	ALTIMA SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,458
	2013	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
096	Toyota	TACOMA PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,400
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
097	Chevrolet	2500HD UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$33,877
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
098	Chevrolet	2500HD 4X4		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,533
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
099	Nissan	ALTIMA SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,458
	2013	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
100	Chevrolet	2500HD CREW CAB		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,938
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
101	Toyota	TACOMA 4X4		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,851
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
102	Toyota	TACOMA 4X4		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,851
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
103	Ford	F-150 4X4 PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,920
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
104	Ford	FUSION SE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,896
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
105	Ford	FUSION SE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,896
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
106	Ford	TAURUS SE SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,198
	2014	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
107	Ford	TAURUS SE SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,198
	2014	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
108	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,242
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
109	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,242
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
110	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,242
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
111	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,242
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
112	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,242
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
113	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,242
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
114	Chevrolet	2500 HD		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$47,053
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
115	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$30,942
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
116	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,242
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
117	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,242
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
118	Chevrolet	CAPRICE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$30,942
	2013	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
119	Ford	TAURUS CARGO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,242
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
120	Ford	TRANSIT CARGO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,242
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
121	Pierce	SABER PUMPER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$429,508
	2014	TBA	Fire Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
122	Chevrolet	2500 HD UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$25,812
	2014	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
123	Pierce	AERIAL FIRE TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$780,000
	2014	TBA	Fire Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
124	Chevrolet	CAPTIVA SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,648
	2014	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
125	Chevrolet	CAPTIVA SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,648
	2014	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
126	Chevrolet	2500 HD UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$25,812
	2014	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
127	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,000
	2014	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
128	Ford	TRANSIT		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,000
	2014	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
129	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$25,231
	2014	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
130	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$36,801
	2014	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
131	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$36,800
	2014	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
132	Chevrolet	2500 HD		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$40,820
	2013	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
133	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,500
	2014	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
134	Chevrolet	CRUZE SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$17,700
	2015	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
135	Chevrolet	COLORADO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,653
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
136	Chevrolet	SILVERADO 4X2 PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,653
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
137	Chevrolet	SILVERADO 4X2 PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,653
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
138	Chevrolet	SILVERADO 4X2 PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,653
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
139	Chevrolet	SILVERADO 4X4 PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,586
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
140	Chevrolet	TAHOE 4X4		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,381
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
141	Ford	ESCAPE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,925
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
142	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,000
	2015	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
143	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,000
	2015	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
144	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,000
	2015	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
145	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,000
	2015	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
146	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,000
	2015	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
147	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,000
	2015	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
148	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,000
	2015	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
149	Ford	INTERCEPTOR		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,000
	2015	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
150	Chevrolet	SILVERADO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,000
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
151	Ford	F-350 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$39,000
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
152	Ford	F-250 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$30,000
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
153	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,163
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
154	Nissan	FRONTIER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$17,000
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
155	Ford	TAURUS SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,000
	2015	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
156	Ford	TAURUS SE SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,000
	2015	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
157	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$21,272
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
158	Nissan	FRONTIER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$17,000
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
159	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$42,634
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
160	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$42,634
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
161	Ford	FUSION		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$17,384
	2015	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
162	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,163
	2015	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
163	Ford	F-550 AERIAL TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$90,382
	2016	TBA	Medium Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
164	Chevrolet	EXPRESS VAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$25,459
	2015	TBA	Bus <20 Pass, No Lift	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
165	Pierce	IMPEL PUMPER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$666,769
	2015	TBA	Fire Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
166	Freightliner	M2 TRASH TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$135,348
	2015	TBA	Garbage Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
167	VICTORY	MOTORCYCLE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,864
	2016	TBA	Motorcycle	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
168	VICTORY	MOTORCYCLE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,864
	2016	TBA	Motorcycle	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
169	VICTORY	MOTORCYCLE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,864
	2016	TBA	Motorcycle	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
170	VICTORY	MOTORCYCLE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,864
	2016	TBA	Motorcycle	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
171	VICTORY	MOTORCYCLE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$32,864
	2016	TBA	Motorcycle	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
172	Ford	F-450 CRANE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$66,000
	2016	TBA	Medium Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
173	Freightliner	VACCUM TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$351,848
	2016	TBA	Heavy Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
174	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,000
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
175	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,000
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
176	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,000
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
177	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,000
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
178	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,000
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
179	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,000
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
180	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,000
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
181	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,000
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
182	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,000
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
183	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,000
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
184	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,358
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
185	Ford	INTERCEPTOR SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$36,500
	2016	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
186	Ford	INTERCEPTOR SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,500
	2016	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
187	Ford	ESCAPE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,136
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
188	Ford	TRANSIT		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,973
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
189	Nissan	FRONTIER 4X4		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,504
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
190	Nissan	FRONTIER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,664
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
191	Ford	ESCAPE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$18,136
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
192	Ford	TRANSIT		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,973
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
193	Ford	INTERCEPTOR SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,500
	2016	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
194	Ford	INTERCEPTOR SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,500
	2016	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
195	Ford	INTERCEPTOR SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,500
	2016	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
196	Ford	INTERCEPTOR SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,500
	2016	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
197	Ford	INTERCEPTOR SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,500
	2016	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
198	Ford	INTERCEPTOR SEDAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,500
	2016	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
199	Nissan	FRONTIER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,504
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
200	Ford	INTERCEPTOR SEDAN K9		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$37,800
	2016	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
201	Ford	F-150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,766
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
202	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$36,037
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
203	Nissan	FRONTIER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,114
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
204	Ford	FUSION		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$17,252
	2017	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
205	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$33,055
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
206	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,392
	2016	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
207	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,811
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
208	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,811
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
209	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$25,111
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
210	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$34,306
	2016	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
211	Nissan	ALTIMA UNMARKED		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,400
	2013	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
212	Nissan	FRONTIER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,644
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
213	Nissan	FRONTIER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,644
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
214	Ford	EXPEDITION		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$28,870
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
215	Chevrolet	SILVERADO 1500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,702
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
216	Chevrolet	SILVERADO 1500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$26,266
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
217	Chevrolet	SILVERADO 1500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$21,275
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
218	Chevrolet	SILVERADO 150		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,702
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
219	Chevrolet	SILVERADO 1500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,803
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
220	Chevrolet	SILVERADO 1500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,803
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
221	Chevrolet	SILVERADO 1500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$21,275
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
222	Chevrolet	SILVERADO 1500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$21,275
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
223	Chevrolet	SILVERADO 1500		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$21,275
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
224	Ford	ESCAPE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,039
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
225	Ford	F-450 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$39,971
	2017	TBA	Medium Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
226	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
227	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
228	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
229	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
230	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
231	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
232	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
233	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
234	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
235	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
236	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
237	Ford	ESCAPE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,997
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
238	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
239	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
240	Ford	ESCAPE SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,039
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
241	Ford	F-450 DUMP TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$43,998
	2017	TBA	Medium Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
242	Ford	TRANSIT WAGON		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$25,976
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
243	Ford	F-250 4X2 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$28,103
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
244	Ford	F-250 4X2 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$28,103
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
245	Ford	TAURUS		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$22,703
	2017	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
246	Ford	ESCAPE		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,039
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
247	Ford	F-250		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$28,103
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
248	Harley Davids	FLHP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,214
	2018	TBA	Motorcycle	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
249	Harley Davids	FLHP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,214
	2018	TBA	Motorcycle	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
250	Ford	EXPLORER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,366
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
251	Ford	F-250 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$28,103
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
252	Ford	F-250 EXT CAB		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$31,503
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
253	Ford	T-150 CARGO VAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$24,084
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
254	Ford	F-250 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$43,597
	2017	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
255	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,361
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
256	Nissan	FRONTIER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,247
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
257	Nissan	FRONTIER		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,247
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
258	Chevrolet	SILVERADO		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,497
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
259	Nissan	FRONTIER PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,247
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
260	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
261	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
262	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
263	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
264	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
265	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
266	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
267	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
268	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
269	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
270	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$38,216
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
271	Nissan	FRONTIER PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,247
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
272	Nissan	FRONTIER PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,247
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
273	Nissan	FRONTIER PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$19,247
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
274	Chevrolet	SILVERADO PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,497
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
275	Chevrolet	SILVERADO PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,497
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
276	Ford	F-250 CREW CAB PICKUP		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,335
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
277	Ford	F-350 4X4 FLATBED		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$41,323
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
278	Pierce	Enforcer		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$305,210
	2004	TBA	Fire Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
279	Ford	F-250 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,335
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
280	Ford	Taurus Sedan		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,498
	2018	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
281	Ford	Taurus Sedan		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,498
	2018	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
282	Ford	F-250 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,335
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
283	Ford	F-250 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,335
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
284	Ford	F-250 UTILITY		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,335
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
285	Ford	INTERCEPTOR SUV		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$28,092
	2018	TBA	Police Car	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
286	Ford	Taurus Sedan		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$23,498
	2018	TBA	Private Passenger	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
287	Ford	Transit T-150 Wagon		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$27,014
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	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
288	Ford	F-250 4X4 UTILITY TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$51,470
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
289	Ford	F-250 UTILITY TRUCK		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$29,335
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
290	Ford	TRANSIT CARGO VAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,660
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
291	Ford	TRANSIT CARGO VAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,660
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value
292	Ford	TRANSIT CARGO VAN		10/01/2018	\$1,000	10/01/2018	10/01/2019	\$20,660
	2018	TBA	Light Truck	10/01/2019	\$1,000	10/01/2018	10/01/2019	Actual Cash Value

Total	\$12,816,217.00
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TAB C

COMPENSATION FOR PREMIUMS FORM
(COST OF PREMIUM)
City of Port Orange

Indicate below the proposed total annual compensation for providing Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services to the City of Port Orange as outlined in the "Scope of Services" section of this RFP for the initial one (1) year service period.

10/01/2018 - 09/30/2019

Total Annual Compensation \$ 60,165.56 commission on \$1,014,183 total premium

Please attach extra sheets needed to show breakdown of costs per instructions in Tab C.

Please indicate how compensation is calculated (i.e., a commission? a fee?):

Commission

Please describe all wholesaler distributor compensation, if applicable:

See attached following this document for full description.

Please identify all forms of compensation from any source other than the all-inclusive Total Annual Compensation Amount listed above:

None

If your company proposes an alternative compensation arrangement, please provide details below:

N/A

If your company proposes to receive compensation on a commission basis of insurance premiums, please provide the methodology and calculation of the compensation and include separately any performance bonuses and other forms of compensation, monetary and nonmonetary, which have been received in the past or which may be expected in the future:

The package premium of \$563,178 earns 7% commission totaling
\$39,422.46.

The workers compensation premium of \$433,751 earns 4.5% commission
totaling \$19,518.80.

AD&D premium \$8,162 earns 15% commission totalling \$1224.30.

Explain any potential conflicts of interest between your company and the insurance company that
may affect the scope of services within this RFP. Explain how your company will deal with these:

None

This document must be completed and returned with your Submittal



Named Covered Party: City of Port Orange
Term: 10/01/2018 to 10/01/2019
Coverage Provided By: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0642010 18-04 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 10% 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 5% 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 10% and 17% of the premiums you pay to Preferred for your coverage.

SUMMARY OF PROPOSED PREMIUMS & RELATED INFORMATION

Premiums as Proposed:	Annualized Expiring:	Renewal:
Property	\$ 263,744.00	\$ 238,545.00
Equipment Breakdown	\$ 6,250.00	\$ 6,035.00
Inland Marine	\$ 11,940.00	\$ 10,540.00
Crime	\$ 3,981.00	\$ 3,057.00
Accidental Death	\$ 7,088.00	\$ 8,162.00
General Liability (FMIT)	\$ 309,874.00	\$ 92,808.00
Law Enforcement Liability (FMIT)	Included	\$ 87,492.00
Public Officials/EPLI/Cyber (FMIT)	Included	\$ 52,651.00
Auto Liability (FMIT)	\$ 144,428.00	\$ 49,936.00
Auto Physical Damage (FMIT)	Included	\$ 31,206.00
Workers' Compensation	\$ 361,456.00	\$ 433,751.00
Total Premium	\$ 1,108,761.00	\$ 1,014,183.00

Options: Premiums below include any applicable fees / surcharges / taxes	
Equipment Breakdown - Terrorism Coverage Premium	\$ 61.00
Property - \$50M Equipment Breakdown Limit	\$ 5,653.00

NOTE:	
Executive Travel Accident	NO QUOTE

Subject to:

Signed POL/EPLI application
Signed Signature page
Signed UM form rejecting coverage
Signed Florida Fraud Statement

Minimum Earned Premium:

Coverage agreement shall be 25% minimum earned as of the first day of the Coverage period

Shared Limit:

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. See next page for additional details on the Excess coverage in place to protect the Trust.

TAB C - COST OF INSURANCE PREMIUMS: Continued

Preferred has offered some severability as requested in RFP but not all lines can be separated.

Preferred will continue to write the Property/Inland Marine on a stand-alone basis with no change in premium.

Preferred can add the General Liability, Law Enforcement Liability, Public Officials Liability and Employment Practices Liability to the Property at the premium quoted.

Preferred can add the General Liability and Law Enforcement Liability to the Property at the premium quoted.

Preferred will not bind any of the Liability coverages without the Property coverage.

Preferred will not bind the Law Enforcement Liability without the General Liability coverage.

Preferred will not bind the Public Officials Liability & Employment Practices Liability without the General Liability coverage.

Preferred will bind the Workers Comp separately, as quoted.

Note: The rates and premiums are guaranteed and irrevocable for the first year of the Contract with the exception of the Worker's Compensation premium. The WC premium would only change if NCCI amends the 2018 Experience Modification factor which is currently 1.14. The rates are guaranteed for year two as well. The 2019 NCCI Experience Modification factor will apply for the second-year.

TAB D

TAB D - CUSTOMER SERVICE AND ELECTRONIC ACCESSIBILITY:

Explain process for representing the City's position concerning recommendations made by the Property Insurance Carrier and, if requested, how does your firm conduct research to develop documentation to support the City's positions:

Should there be a difference in opinion between the City and the insurance provider, Brown & Brown will advocate for the City based on prior experiences with our vast client base. For the property coverage, the Trust purchases an Excess Insurance Structure that includes over 30 insurers. These carriers will not individually inspect the City's locations but will rely on Public Risk Underwriter (PRU), the Administrator for the Trust, to do so. They will use their Member Services representative Mike Marinan to perform site visits and inspections. Mike will work with Brown & Brown and the City to identify hazardous exposures and to offer suggestions for reducing or eliminating them. He will work with the Risk Manager or appropriate Department Head at the City to facilitate an understanding of the importance of any recommendation and to learn the feasibility for the City to act upon it. For any Equipment Breakdown inspections required by Federal Insurance, Brown & Brown will work with their representative to assure that they meet the requirements detailed in this RFP and provide reports back to you within 30 days.

What is your intended approach toward achieving and measuring customer satisfaction?

Our agency goal from a customer service satisfaction standpoint is simple: provide prompt, professional, customer oriented service to all clients every day. We understand that there are others who want your business. We understand that insurance is not your primary focus. We work diligently to help your Risk Manager and City Attorney understand your coverages and your exposures so that the best decisions can be made to better protect the City. Our goal is to deliver satisfaction in every transaction. Brown & Brown maintains a website link "BB Listens" where clients may enter comments related to their experiences. A daily report is sent to Human Resources and to our Profit Center Leader for review. Maintaining a good working relationship is critical. Our retention rate confirms that we are meeting our goals.

Provide a listing of your team dedicated to the account and response time for claims.

Brown & Brown will be the conduit between the City and the insurance providers. We are your advisors related to the coverages you purchase. We do not handle or adjust claims. Claims Services are provided by the Insurance Providers shown in our proposal. Marie Blom is the Claims Analyst at Brown & Brown who is a liaison between the City and those insurance carriers. She will report any equipment breakdown claim to Federal Insurance, any crime claim to Travelers and any property, auto or liability claim to Preferred Governmental Claims Solutions (PGCS) the TPA for Preferred Governmental Insurance Trust. You also have the option of reporting all property, auto or liability claims directly to PGCS if you prefer. All Workers Compensation Claims are reported directly to PGCS.

TAB D - CUSTOMER SERVICE AND ELECTRONIC ACCESSIBILITY: continued

Claims can be reported to PGCS in several ways:

Phone 1-800-237-6617 ext. 4002 during office hours M-F 8am5pm

Fax 321-832-1448

Email: LiabilityClaims@pgcs-tpa.com

Email: WCclaims@pgcs-tpa.com

PGCS Website at www.pgcs-tpa.com

Following this document in this tab you will find the resumes for the PGCS Claims Team:

Ken Picton, VP of Claims

Fred Tucker, Liability Claims Manager

Cheryl Riley, Director of Claims

Maria Palma, Adjuster

Evelyn Asencio-Villa, Claims Specialist

Provide a description of your Firms Electronic Self Help Menu

As an Insurance Agency, this does not apply. We are licensed agents and as such, we are the Sales Division for our carrier partners. These partners offer information on their websites specific to their products and services. Please refer to the Loss Control and Loss Prevention Services Section included in this proposal where you will find information on online resources available to the City.

Provide a description of the Computer Internet/Intranet Resources, including Broker's Professional Risk Newsletter if there is one.

PGCS Online Claims Data Access provides you with the ability to gain immediate access to information on claims. You can review claims, obtain loss runs, and analyze trends with statistical and graphical reports. This service is provided at no additional cost.

As an Insurance Agency, we do not publish a newsletter. *Preferred News* is a quarterly newsletter published by the Trust. The "Spring 2018" Newsletter included articles from Munich Reinsurance on Road Safety; an article on Florida Workers' Compensation Mental Disorder Claim written by Attorneys Brian Bolton and George Helm III; an article by Christ Kittleson, a Certified Playground Inspector and Director of Loss Control Technical Services from Public Risk Underwriter on playground safety; and a list of Loss Control Safety Product & Service Offerings from PRU. They also send members regular email communications regarding Webinars or Seminars that are available to members. Internet resources are fully described in the Loss Control/Prevention Services section in Tab E.

KENNETH C. PICTON

P.O. Box 958456
Lake Mary, FL 32746

Educational Background

Bradley University – Bachelor of Arts – May, 1976

Illinois Central College – Associates in Arts & Sciences – May, 1974

Employment History

Preferred Governmental Claim Solutions - March, 2007 to Present
Vice President/ Profit Center Leader

Gallagher Bassett Services – May, 1997 to January, 2007

Vice-President Field Operations – Responsible for the oversight of six Florida branch claim offices. Trained and developed direct reporting branch managers. Compiled data on closing ratios, claim counts, new claim receipts, specific and aggregate excess reports, and recoveries. Analyzed profit & loss statements and implemented strategies to improve results where necessary. Other duties included securing lease agreements and supervising construction of branch offices, addressing client issues, human resource management including hiring, employee relations, employment law, disciplinary process and terminations. Attended partnership meetings to enhance client relationships, Interacted with Florida Division of Workers Compensation.

Public Risk Services – June, 1995 to May, 1997

Litigation Claim Specialist – Responsible for investigation, negotiation and settlement of public entity claims for municipalities participating in the Tennessee Municipal League Insurance Plan. Coordinate, direct and control litigation once assigned to defense counsel.

USF&G Insurance Company – March, 1990 to April, 1995

Workers Compensation Claim Supervisor – Responsible for the supervision of five claim representatives. Processed workers compensation claims for various insureds throughout the state of Tennessee.

Milwaukee Insurance Company – March, 1985 to March, 1990

Branch Manager – Peoria, IL branch office with a staff of seven. Subsequently promoted to Senior Claim Manager with transfer to Minneapolis, MN branch with a staff of twenty-five claims professionals and legal department consisting of two attorneys and one support staff. Both positions responsible for the handling of personal lines auto and homeowner's claims and commercial lines property, casualty, and auto claims. Responsible for the operation of the branch, claim oversight, litigation oversight, interaction with state department of insurance.

Kemper Insurance Company – October, 1980 to March, 1985

Multiple-Line Claim Supervisor – Responsible for unit of six multiple-line claim representatives handling general liability, workers compensation, commercial auto, and claims presented under various individual health insurance policies.

Home Insurance Company – February, 1978 to October, 1980

Multiple-Line Field Claim Representative – responsible for investigation, negotiation, and settlement of personal lines homeowners and automobile claims, commercial general liability claims, premises operations claims and commercial property. Prepared automobile physical damage estimates and homeowner's property damage estimates.

Liberty mutual Insurance Company – November, 1976 to February, 1978

Multiple-Line Field Adjuster – responsible for the investigation, negotiation, and settlement of commercial lines auto, general liability, and workers compensation claims. Face-to face interaction with claimants, plaintiff attorneys and defense attorneys.

Industry Education & Skills

Provided safety and claims administration consulting services to Murray Ohio Manufacturing Company. Completed Certificate in General Insurance Program. Received Associates in Claims designation. Completed the AEI Legal Principles portion of the SCLA designation program. Attended in-house training courses for auto and property estimating at the Kemper training facilities in Long Grove, IL. Attended in-house supervisory training programs with Kemper and USF&G. Completed Leadership I and II seminars conducted by Gallagher Bassett. Attendance at various Skillpath seminars and industry conferences. Holds Florida 0620 All Lines Adjuster License.

References

Furnished Upon Request

Fred C. Tucker
P.O. Box 958456
Lake Mary, FL 32795
fredctucker@ymail.com
407-718-4641

Objective

Pursuing leadership and organizational management within the Insurance Claims arena to contribute to the

success of the organization by optimizing use of my education and experience.

Experience

2017- Present Preferred Governmental Claim Services Lake Mary, FL

Liability Claims Manager

- Manage all claims department programs, personnel, and services
- Manage employee performance at departmental level
- Staff professional development
- Quality assurance, productivity, and customer service management

2011-2017 Insurance Office of America Longwood, FL

RISK SERVICES OPERATIONS AND CLAIMS MANAGER

- Manage the implementation of all claims department programs, products, and services
- Manage Risk Services team performance at departmental level
- Strategic and tactical plan implementation, budgeting and goal setting
- P&L management
- Central reporting and direction management of the Risk Services team
- Staff professional development
- Quality assurance, productivity, and customer service management
- Internal and external sales support
- Sales contract review
- Building producer relationships
- Served as claims advocate for VIP accounts

2008-2011 Preferred Governmental Claim Services Lake Mary, FL

LIABILITY / PROPERTY ADJUSTER

Investigate and evaluate first and third party property and bodily injury claims for settlement
On scene investigation for first and third party claims
Manage case load of 150 to 200 active files
Review policies for accuracy and coverage issues

2001-2008 Crawford & Company / Broadspire Orlando, FL

LIABILITY / PROPERTY ADJUSTER

Assist locally and nationally known companies in automobile and property cases
Serve as company liaison to local and national defense firms
Evaluate claims for settlement
Direct defense counsel through the mediation and trial process
Manage case load of 150-200 active files
Completion of Basic Property School

Education

1991-1994 Associate in Arts, Lake Sumter State College
1995-1998 Business Administration, Florida Atlantic University

Qualifications

- Currently holds a Florida 5-20 all lines adjusters license
- Experienced in problem identification and solving (i.e. negotiations)
- Proficient in coverage analysis and reporting forms (i.e. claims reporting)
- Product knowledge
- Superior organizational skills

Associations

- The Hartford Claims Advisory Committee member 2014-2016

CHERYL J. RILEY, CWCL
P.O. BOX 958456
Lake Mary, Florida 32795
407-677-7478

Summary of Skills and Strengths

Over 30 years' experience as a workers' compensation claim representative. Ability to work under pressure and interface well with all levels of management and office personnel. Strong customer relations and service capabilities. Excellent communication skills. Strengths include multi-tasking, professional, team player, extensive litigation experience, self managing, analytical and excellent planning and scheduling skills.

Professional Highlights

PGCS Claim Services Director of Claims

July 2017 to Present

Responsibilities include:

- Maintains positive client, departmental, intra-company and governmental relations.
 - Plans, directs, and monitors staff assignments and workflow. Responsible for quantity and quality of product.
 - Develops claims division activity and financial plans. Monitors and controls claims operations resources.
 - Develops and recommends workflow, product and staff improvement.
-

PGCS Claim Services Workers' Compensation Claims Manager

August 2009 to July 2017

Responsibilities include:

- Plans, directs, and monitors work comp staff assignments and workflow.
- Maintains positive client, departmental and intra-company relationships.
- Coordinate and attending claims review meetings
- Review claims files to ensure appropriate actions are being taken
- All other client related duties as deemed necessary

**USIS
2009
Account Executive**

August 2007 to August

Responsibilities include:

- Acting as the liaison between our client and the workers' compensation department
- Resolving claims issues for client in a timely manner
- Coordinating with all parties to provide accurate data reporting for purposes of underwriting
- Tracking Excess requests and recoveries
- Coordinating and attending claims review meetings in each client diocese within the State of Florida
- Reviewing claims files to ensure appropriate actions are being taken
- All other client related duties as deemed necessary

**FHM
July 2007
Workers' Compensation Adjuster**

September 2002 to

Responsibilities included:

- Managing all aspects of incoming and existing workers' compensation claims from initial set-up to closure, as well as all aspects of litigation
- Handling all communications with injured workers, employers and professionals associated with each case
- Knowledge of Florida Workers' Compensation statutes and compliance regulations.

**Insurance Overload Systems
August 2002
Workers' Compensation Claim Specialist**

July 2002 to

Responsibilities included:

- Managing all aspects of incoming and existing workers' compensation claims for RSKCo/CNA Insurance Companies from initial set up to closure
- Handled all aspects of litigation for incoming and existing workers' compensation claims

Maria C. Palma
P.O. Box 958456
Lake Mary, FL 32795
Phone (407) 782-8893
mcattcollado@gmail.com

Objective: To attain a position as a claims professional in the insurance industry utilizing interpersonal skills and practical work experience.

Qualifications: Excellent communication, organizational, and customer service skills. Computer literate and **bilingual in Spanish**. High degree of motivation and team oriented. Ability to work with a variety of people.

Employment: 2015 – present AmTrust North America, Maitland, FL

Claims Adjuster II, Automobile and General Liability

- Multi State adjustment including FL, GA, TN, AL, MS, RI, NY, NJ, VA, and WV.
- Key accounts including McDonald's as well as mid to small business policy holders.
- Exposures include premises liability, product liability, third party auto liability, and pest control liability.
- Responsible for coverage verification, investigation, data evaluation, and settlement of moderate to complex claims to prompt and equitable conclusion.
- Monitor litigation files for development and assist legal counsel as needed in discovery process and resolution.

2014 – 2015

Florida League of Cities, Orlando, FL

FACT Claims Consultant, Property and Liability Claims Representative II

- Sole Designated Adjuster for The Florida Association of Counties Trust.
- Claims Management and Service handling for a 23 Member Self Insurance Program.
- Exposures include premises liability, third party auto liability, EEOC and environmental risk.
- Responsible for coverage verification, investigation, data evaluation, and settlement of moderate to complex claims to prompt and equitable conclusion.
- Monitored litigation files for development and assist legal counsel as needed in discovery process and resolution. Mandatory personal attendance at mediations.

- Quarterly claims presentation and reporting to County Board Members was provided on a quarterly basis.

2013 – 2014
Altamonte, FL

North American Risk Services,

Sr. Guest Claims Representative

- Management of Commercial General Liability claims for hospitality and environmental exposures. Multi-state handling; key accounts cover the entire United States.
- Responsible for coverage verification, investigation, data evaluation, and settlement of moderate to complex claims to prompt and equitable conclusion.
- Monitored litigation files for development and assist panel legal counsel as needed in discovery process and resolution. Attendance of mediations in person or via phone.

2009 - 2013
Kissimmee, FL

Walt Disney World Guest Claims,

Sr. Guest Claims Representative

- Responsible for evaluation, and resolution of bodily injury and property damage claims for Walt Disney World Parks & Resorts.
- Responsible for demonstrating visible leadership and a commitment to safety for both guests and cast members.
- Facilitated Guest Claims Awareness Classes for Security, Emerging Leaders, Park Operations, and Resort Operations.
- Responsible for conducting scene investigations and retention of evidence.
- Identifying and partnering with Walt Disney World Safety and Health Department on safety concerns.
- Responsible for 24/7 Guest Claims Duty Phone/Pager as needed for follow up on medical transports for guests from any Walt Disney World Parks & Resorts location

2003 - 2008

Zurich North America, Orlando, FL

Sr. Litigation Claim Specialist,

- Management of Commercial Lines Automobile, General Liability, and Product Liability claims. Multi-state handling; key accounts cover the entire United States.
- Responsible for coverage verification, investigation, data evaluation, and settlement of moderate to complex claims to prompt and equitable conclusion.
- Monitored litigation files for development and assisted department staff and outside legal counsel as necessary in discovery process and resolution.

- Attended mediations via phone or in person. Attended trials and reported on trial developments.
- Designated adjuster for select corporate accounts. Licensed in Florida, Texas, and North Carolina. Liability claims handling experience in Florida, Georgia, North Carolina, South Carolina, Texas, Tennessee, and Alabama.

1996 – 2003

Kemper Insurance, Orlando, FL

Claim Specialist

- Management of Commercial Lines Automobile, Personal Lines Automobile, General Liability, Product Liability, Subrogation, Total Losses, PIP, and Druggist Liability claims. Multi-state handling including Puerto Rico.
- Designated adjuster for select national accounts.

Education Claim Training/Continuing Education:

Auto Physical Damage Basics, Commercial Liability Claims, Litigation Management,

Structured Settlements, Negotiation Skills, Customer Service, and Bad Faith Claims in

Florida. I am currently in compliance with FL Continuing Education requirements. I participated in a FLC Leadership course which focuses on management skills as well as personal and organizational values.

Litigation Management College, Atlanta GA, Graduated in 2007

This course is held by the Federation of Defense and Corporate Counsel. It is an intensive 32 hour classroom and workshop curriculum to increase and expand litigation management, evaluation, and negotiation skills.

Seminole Community College, Sanford, FL

Airport Operations Diploma - Southern Academy, Houston, TX

High School Diploma - Perth Amboy High School, Perth Amboy, NJ

References available upon request

Evelyn Asencio-Villa
Claim Specialist I

P.O. Box 958456
Lake Mary, Florida 32795
407-463-3131

Summary:

Administrative support professional experienced working in fast-paced environments demanding strong organizational, technical, and interpersonal skills. Highly trustworthy, ethical and discreet; committed to superior customer service. Confident and poised in interactions with individuals at all levels. Detail-oriented and resourceful in completing projects; able to multitask effectively.

Strengths:

- Customer Service & Relations Word Processing
- Computer Operations
- Filing & Data Archiving
- Office Equipment Operation
- Problem Solving
- Account Payable/Receivable
- Medical Claims Processing
- Eligibility Office Assistant

Qualifications:

Over 22 years of administrative in customer services, office assistant, completely bilingual English and Spanish.

Employment History:

Preferred Governmental Claim Solutions, Lake Mary, FL.

General Clerk / Data Entry

Workers' Compensation Specialist II

Corvel Corporation San Juan, Puerto Rico.

Medical Claims Processing

Protegrity Services Inc. /Humana Worker's Compensation Services, Longwood, FL.

Data Entry Specialist

PCA Solutions Longwood, FL.

Operations Support / General Clerk

Ancomar Inc, Rio Piedras, Puerto Rico.

Secretary

Felicita Rosario Private School,

Rio Piedras, Puerto Rico.

Preschool Teacher

Education:

Puerto Rico Junior College, Rio Piedras, Puerto Rico

MBTI Institute, Santurce, Puerto Rico.

Community Involvement:

Disciple of Christ Church/Hispanic Church- Worship Leader, Youth & Children's Teacher,
Gospel Ministry.

TAB E

TAB E - LOSS CONTROL/PREVENTION SERVICES:

Describe your loss control/prevention services as it relates to expectations in the scope of services. Provide an example of innovative solutions or approaches to loss control/prevention services your firm proposes. Indicate how your firms approach with loss control/prevention services results in total cost savings to the City.

Public Risk Underwriters, the administrator for the Trust, provides Loss Control and Prevention Services geared specifically to the public entity sector. A team of trained Loss Control Representative will make onsite visits to the City, attend Workplace Safety Meetings when invited, and work with Risk Manager and Department Heads to address specific issues and needs. Mike Marinan, Director of Member Services, will be assigned to the City of Port Orange. His resume is included in this section. His contact information is:

MMarinan@Publicrisk.com

321-832-1473

Upon selection of the *Preferred* insurance program 10/1/18, Mike will reach out to the Risk Manager to determine needs and expectations and schedule future visits.

Mike is currently working with the Lake County Sheriff's office to create cost effective solutions for the mutual benefit of the member and its employees. They have worked with and attended meetings with the Florida Fire Fighter Safety and Health Collaborative, an organization formed to provide shared knowledge and resources based on best practices along with research available from a number of confirmed resources. They are looking at a model used to develop a consortium for Law enforcement with the same goals in mind.

He is also in the process of developing a training matrix for employees in the public sector using Federal Compliance Standards as a best practice. With that, they will be able to determine what training would be necessary and how often for each job description in every department.

Developed loss trending reports help target what part of your organization is creating the most activity. With that information, they can target that area to be as immediately effective as possible.

Brown & Brown and *Preferred* believe strongly in the value of Loss Control Services. It is recognized that by controlling losses, the insured's premium are reduced. The Experience Modification factor for casualty and worker's compensation will be lower. The City wants their employees to have a safe work environment. By controlling their exposures to injuries, the employees can go home healthy at night and return the next day to perform their job duties. The Trust is a Member Organization; if losses are not controlled, the Member Surplus will be reduced. Loss Control and Loss Prevention are critical.

PRU also provides the following resources to their members. Attachments with additional details are included in Tab H of this response. These services are provided free of charge.

***HR & Cyber Support Center:** an employment law and cyber security focused resource designed to control costs, save time, and complement the valuable services that *Preferred* provides. This Helpline is confidential with documented responses to employment law questions from Florida based attorneys who are experts in Human Resource and employment law. There is online Unlawful Harassment Training for all supervisors and employee; HR Express Updates including popular “question of the month” and HR Alerts. The Cyber Security Resources include Breach HealthCheck® for measurable data breach exposure and protection; robust privacy and security templates; resources for keeping staff up to date on issues and latest news and events recent breaches, regulations, class-action lawsuits, cyber threats and protective technologies.

***Video on Demand Catalog:** J. J. Keller & Associated Inc. has been in business since 1953 offering safety and compliance products to highly regulated industries. See the catalog included in this proposal.

***Target Solutions:** *Preferred* has contracted with Target Solutions to provide online training to help public entities mitigate risk, reduce claims and save money. The Risk Manager has the ability to task employees with online training items specifically geared toward their job duties. When training is completed, a certificate is created for the Employee personnel file and for the Risk Manager. See catalog included in this proposal.

***My Community Workplace Website:** MunichRe provides this online resource that will save time and money by providing cutting edge training. Interactive Video Training for managers and supervisors is available 24/7 at no cost. See brochure included in this proposal.

***Risk Management & Loss Control Services Guide:** *Preferred* provides a myriad of loss control and loss prevention services as detailed in the attached guide.

***Matching Training Incentive Program:** *Preferred* provides the TIPS program, a reimbursement program with matching training/safety incentives that can be applied for any member of *Preferred*. Each entity is eligible to apply for a matching incentive of up to \$5,000 per coverage year. Example of eligible reimbursements include: personal protective equipment, safety related signs, ADA compliance measures, sidewalk repairs, continuing education classes. See TIPS application included in this proposal.

***AssetWorks AMP Platform:** A new exiting program is being rolled out now--AssetWorks Asset Management Platform. This is available to all members with property insurance for free in conjunction with the appraisal services already offered through PGIT’s partnership with AssetWorks. You will have the ability to manage property appraisal data, such as buildings and structures, property in the open, and secondary COPE characteristics. In this database, AMP will help bridge the gap between valuation results and valuation management by offering a convenient, efficient and secure way to track and report data for loss control, proof-of-loss documentation, catastrophic modeling and annual updating of values. The key products of this program include Valuation Management, Dynamic Reporting tool, System and Data Security, Data Exchange, Document/Image Repository Management and User-friendly interface. Shortly after 10/1/18, PGIT will be sending information on how to attend a web training session and how

to access the tutorial library. Like other services from *Preferred*, there is no cost to the member for these appraisals.

In addition to the info above, Brown & Brown will host education days for our clients from time to time as well. In February of 2018 we held a lunch and learn on Cyber Liability which was well attended and enjoyed. Our Employee Benefits team offers similar events to discuss the Affordable Care Act and the current status of the Healthcare marketplace.

Mike Marinan

238 N. Mounts Bay Ct.

Longwood, FL. 32779

407 232-0866

marinans@cfl.rr.com

Experience

2003 to Present

Director of Member Services Public Risk Underwriters, Lake Mary Fl.

Developed program and procedural policies for start-up Safety Department. Assisted marketing department in disseminating department capabilities to representing agents and clients. Developed Training and inspection programs and processes. Assisted clients in exposure identification and control.

1999 to 2003

Account Executive/Loss Control Field Rep., Universal Underwriters Group, Maitland Fl.

Responsible for sales performance in assigned territory. Additionally responsible for loss performance of my clients. Territory maintained a loss ratio of 25% or less all four years.

1994-1999

Manager Safety Management Services, Ulico Casualty Insurance Company, Maitland Fl.

Developed policy and procedure for start-up department. Responsible for budgets and oversight of 3 person staff. Oversaw safety efforts and performance on multi-million dollar 52 story condominium wrap-up policy. Serviced heavy industrial unionized clientele.

1987-1994

Assistant Director Safety and Risk Management, Executive Risk Consultants, Longwood Fl.

Hired as a Senior Representative, within 2 years promoted to Assistant Director. Responsibilities included coordinating activities of 8 person regional staff. Reported department performance to multiple boards of trustees. Responsible for safety activities and performance of \$1,000,000 plus accounts in the region.

1980-1987

Loss Control Rep/Senior Loss Control Rep, CG Aetna Insurance Company, Jacksonville, FL.

Hired out of College and promoted within 3 years to Senior Consultant level.

Education/ Qualification Summary

Central Missouri State University

Warrensburg, MO

BS Degree Industrial Safety Eng.

Numerous Insurance and Industry related seminars, supervisory/managerial seminars, Continuing Education credit courses

220 and 218 Insurance License

State Certified Instructor for Industrial CE Credits

Governor Appointee to the Task Force on Workplace Safety.

TAB F

FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please list three (3) current clients for Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services in the following order of preference: (i) Florida cities; (ii) other Florida public entities; and (iii) non-public entities:

Entity: City of Daytona Beach

Address: P.O. Box 2451, Daytona Beach, FL 32115

Contact: Mark Jones

Telephone: 386-671-8231

Insurance Services/Coverages Provided: Property, Casualty, Employee Benefits, Loss Control

Period of Time Services Were Provided: Over 15 years

Which Member(s) of Service Team: Bobbi Barlow, Ara Dresner, Mike Marinar

Entity: Town of Ponce Inlet

Address: 4300 So. Atlantic Avenue, Ponce Inlet, FL 32127

Contact: Jeaneen Witt

Telephone: 386-236-2155

Insurance Services/Coverages Provided: Property, Casualty, Employee Benefits, Loss Control

Period of Time Services Were Provided: Over 15 years

Which Member(s) of Service Team: Bobbi Barlow, Denise Gordon

Entity: City of DeBary

Address: 16 Colomba Rd., DeBary, FL 32713

Contact: Liz Bauer

Telephone: 386-668-2040

Insurance Services/Coverages Provided: Property, Casualty, Employee Benefits, Loss Control

Period of Time Services Were Provided: 2010 – 2018

Which Member(s) of Service Team: Bobbi Barlow, Denise Gordon, Mike Marinar

This document must be completed and returned with your Submittal

FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please list three (3) current clients for Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services in the following order of preference: (i) Florida cities; (ii) other Florida public entities; and (iii) non-public entities:

Entity: City of Daytona Beach Shores
Address: 2990 S Atlantic Avenue Daytona Beach Shores, FL 32118
Contact: Kurt Swartzlander, Finance Director Telephone: 386-763-5329
Insurance Services/Coverages Provided: Property & Casualty, WC, Employee Benefits

Period of Time Services Were Provided: 10/1/17 - current in this position (see below)

Which Member(s) of Service Team: Bobbi Barlow

Kurt was previously Finance Director at City of Holly Hill. Bobbi Barlow worked with him there for more than 10 years. He can share his experience there as well.

Entity: _____
Address: _____
Contact: _____ Telephone: _____
Insurance Services/Coverages Provided: _____

Period of Time Services Were Provided: _____

Which Member(s) of Service Team: _____

Entity: _____
Address: _____
Contact: _____ Telephone: _____
Insurance Services/Coverages Provided: _____

Period of Time Services Were Provided: _____

Which Member(s) of Service Team: _____

This document must be completed and returned with your Submittal

TAB G

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Vendor's Acknowledgement Form
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- ☒ Form 9.4 – Drug-Free Preference Statement
- ☒ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- ☒ Form 9.6 – Affidavit of Anti-Collusion Form
- ☒ Form 9.7 – Professional References for Previous experience
- ☒ Form 9.8 – Local Business Affidavit of Eligibility
- ☒ Service Response Form and Questionnaire
- ☒ Compensation for Premiums Form

Submission of one (1) original marked "ORIGINAL", and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: **Brown & Brown of Florida Inc.**

Vendor

Louise T. Barlow

Authorized Signature

6/28/18

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☒ Exceptions (list below; add additional pages if necessary):

SEE NEXT PAGES

Brown & Brown of Florida, Inc.
NAME OF BUSINESS

Bobbi P. Barlow
AUTHORIZED SIGNATURE

Bobbi P. Barlow, Sr. Vice President
NAME, TITLE, TYPED

590691921
FEDERAL IDENTIFICATION #

P.O. Box 2412
MAILING ADDRESS

Daytona Beach, FL 32115
CITY, STATE & ZIP CODE

386-252-9601
TELEPHONE NUMBER / FAX NUMBER

bbarlow@bbdaytona.com
E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

EXCEPTIONS TO SPECIFICATIONS:

Section 3 – Scope of Services item 1.6: The *Preferred* appraisal benefit is for real property. Real property means building and any other structure including attached additions, extensions, fixtures and machinery and equipment used to service the building. Contents are not specifically appraised but AssetWorks will provide a value based on square footage and type of building. The City may elect to use those figures or they may disregard. Appraisal of equipment not used to service the building however would be outside the scope of the *Preferred* agreement with AssetWorks. The member may contact them directly to contract for equipment appraisal. Equipment at Wastewater treatment plants or generators located at covered locations are considered part of the building appraisal. Equipment not appraised would be items such as inland marine equipment.

Section 3 – Scope of Services: Named Insured Endorsement – The *Preferred* coverage agreement cannot be modified or endorsed. The *Preferred* language in the definition of a “covered party” is broader in scope. See PGIT MN 200, PGIT MN 500 and PGIT MN 300.

Section 3 – Scope of Services: Sole Agent Endorsement - *Preferred* coverage agreement cannot be modified or endorsed. However there are two sections of the Common Agreement Conditions PGIT MN 090 (10-13) that address this. The wording follows:

A. Cancellation

1. The first named Covered Party shown in the Declarations may cancel this Coverage Agreement by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Coverage Agreement by mailing or delivering to the first named Covered Party written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first named Covered Party’s last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Coverage Agreement period will end on that date.
5. If this Coverage Agreement is cancelled, we will send the first named Covered Party any premium refund due. If we cancel, the refund will be pro rata, subject to H. Minimum Earned Premium.

J. Premiums

The first named Covered shown in the Declarations: Is responsible for the payment of all premiums; and will be the payee for any return premiums we pay.

Section 3 – Scope of Services: Termination and Non-Renewal Endorsement

The cancellation provision for non-payment of premium is 10 days plus mailing per Florida Statute. If the insured cancels the insurance, cancellation is not pro-rata without penalty. In the event of cancellation of any line within 90 days after the first day of either annual coverage period of a two-year policy, the premium for such lines shall be 25% minimum earned. In the event of cancellation of any line of business following the initial 90 days of each annual coverage period, a penalty equal to 60 days premium of such line(s) premium shall become earned.

Section 3 – Scope of Services: Rerating Endorsement – The *Preferred* coverage agreement cannot be modified or endorsed to include this wording. The two-year rate agreement is addressed in this response.

Section 3 – Scope of Services: Claim Reporting Endorsement: The *Preferred* coverage agreement cannot be modified or endorsed. See PGIT MN 200 (10-16) Section IV- Commercial General Liability Conditions B. Duties in the Event of Occurrence, Claim or Suit. See PGIT MN 510 (10 18) Section VII – Notice – Public Officials. See PGIT MN 300 (10 16) Section V Business Auto Conditions 2. Duties in the event of accident, claim, suit or loss. See PGIT MN 104 (10 17) Section VI Property Conditions K. In case of loss you will:

Section 3 – Scope of Services: Claims Settlement/Advance Notice Endorsement: The *Preferred* coverage agreement for general liability or automobile liability does not contain and cannot be endorsed to contain this specific endorsement. The Common Agreement Conditions PGIT MN-090 (10 13) M states: The Trust shall have the right and duty to defend any covered claim brought against the Covered Party even if such claim is groundless, false or fraudulent. The Covered Party shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without the prior written consent of the Trust, and the Trust has the right to appoint counsel and to make such investigation and defense of a covered claim as it deems necessary.

The Public Officials Employment Practices Liability Coverage Form PGIT MN-500 (10 17) Section IX: B states: The Trust shall not settle any Claim without the written consent of the Public Entity. If the Public Entity refuses to consent to a settlement or compromise recommended by the Trust and acceptable to the claimant, the Trust's Limit of Liability under this Coverage Agreement with respect to such Claim shall be reduced to the amount of Damages for which the claim could have been settled plus all Claims Expenses incurred up to the time the Trust made its recommendation to the Public Entity, which amount shall not exceed that portion of any applicable Aggregate Limit of Liability that remains unexhausted by payment of Damages.

Ken Picton, Vice President of PGCS Claims Services, confirmed that he and his team will keep the City apprised of all litigation strategy, inform the City of the appointment of defense counsel and allow review of associated billing if necessary, provide the City with copies of all court documents in matters in which the City is a named defendant, and further, that any litigation settlement is approved by City Council.

Section 3- Scope of Services – Severability of Coverages: Please see details regarding your ability to purchase some or all parts of the insurance coverages proposed. *Preferred* has offered some severability as requested, but not all lines can be separated.

Section 5 – General Terms and Conditions, Item 53: Insurance Requirements --The ISO Insurance certificate does not provide for written notice of cancellation. The insurance program for Brown & Brown Inc. is overseen by our Legal Department.

Section 6 – Special Conditions and Escalation/De-Escalation– Unless the two-year option is elected, rates for property, casualty and workers' compensation coverages may change for the subsequent renewal. Rates for the 2nd year of a two-year policy will be identical to those in the 1st year. Changes in schedules, in payroll, in number of employees or NCCI Experience Modification factor will affect total premium.

Scope of Service – Producer Price Index: This is not applicable. If a two-year option is taken, rates will remain the same for the second policy year. If a one-year option is taken, rates will be determined by the insurance markets for the 10/1/19 renewal.

Scope of Service – Invoices and Payment Terms: The first installment is due upon receipt of the binder and before 10/31/18.

Pay plan options for the package are (1) annual, (2) 25% down at inception, 50% at 75 days and 25% at 166 days.

Pay plan options for the WC are (1) annual, (2) Quarterly, (3) 25% down at inception and 3- 9 equal installments and (4) 50% down, 25% at 90 days and 25% at 180 days.

General Exception: We are unable to offer Travel Accident quote as requested in the RFP.

Workers' Compensation: *Preferred* cannot offer the Stop Gap aggregate limit.

Cyber Liability: *Preferred* standard limit for this coverage is \$2,000,000 Each Claim/\$2,000,000 Aggregate with zero deductible. FMIT policy provides \$500,000 Each claim/\$500,000 Aggregate with deductibles of \$10,000 or \$25,000 varying per coverage.

Sewer Backup: *Preferred* provides \$10,000 No Fault Sewer backup and \$200,000 At Fault Sewer backup subject to \$200,000 annual aggregate. FMIT provides At Fault Sewer backup coverage with a \$100,000 annual aggregate..

Crisis Management: *Preferred* does not include \$25,000 Crisis Management as provided by FMIT.

Uninsured Motorist Coverage: This appears on two vehicles for \$46 in premium. Our quote does not include UM coverage. UM is available for the entire schedule but not for specific vehicles.

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 6/25/18 Addendum # 2 Date: 6/27/18
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Brown & Brown of Florida, Inc.
Name of Business

By: Bobbi P. Barlow
Printed Name: Bobbi P. Barlow
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 2 day of JULY, 2018, by
BOBBI BARLOW, as SENIOR VP of
(NAME) (TITLE)
BROWN & BROWN OF FLORIDA INC and who:
(NAME OF ORGANIZATION)

[Notary: please select one]

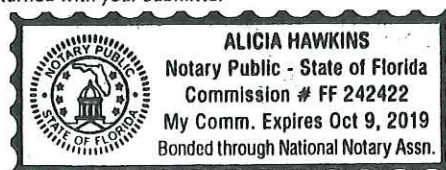
☒ is personally known to me; or

☐ has produced _____ as identification.

Alicia Hawkins
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Brown & Brown of Florida, Inc.

Name of Business

By: Bobbi P. Barlow

Printed Name: Bobbi P. Barlow

Title: Senior Vice President

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 2nd day of JULY, 2018, by
BOBBI BARLOW as SENIOR VP of

BROWN & BROWN OF FLORIDA INC. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

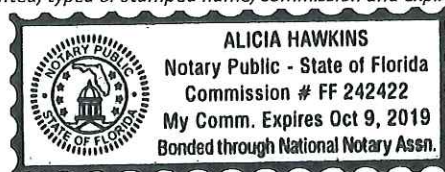
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Alicia Hawkins
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:



(To be signed in the presence of notary public or other officer authorized to administer oaths.)

1. The business address of Brown & Brown of Florida, Inc. (name of Offeror or business) is
220 S. Ridgewood Ave., Daytona Beach, FL 32114.
2. My relationship to Brown & Brown of Florida, Inc. (name of Offeror or business) is
Employee/Sr. VP (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Title: Senior Vice President

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FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Brown & Brown of Florida, Inc.

SIGNED BY: *Bobbi P. Barlow*
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Bobbi P. Barlow

TITLE: Senior Vice President

ADDRESS: 220 S. Ridgewood Avenue

CITY: Daytona Beach STATE: FL ZIP CODE: 32114

TELEPHONE: 386-252-9601 FAX: 386-239-5705

COMPLETION TIME: _____

F.E.I.N. NUMBER: 590691921

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please list three (3) current clients for Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services in the following order of preference: (i) Florida cities; (ii) other Florida public entities; and (iii) non-public entities:

Entity: City of Daytona Beach

Address: P.O. Box 2451, Daytona Beach, FL 32115

Contact: Mark Jones

Telephone: 386-671-8231

Insurance Services/Coverages Provided: Property, Casualty, Employee Benefits, Loss Control

Period of Time Services Were Provided: Over 15 years

Which Member(s) of Service Team: Bobbi Barlow, Ara Dresner, Mike Marinar

Entity: Town of Ponce Inlet

Address: 4300 So. Atlantic Avenue, Ponce Inlet, FL 32127

Contact: Jeaneen Witt

Telephone: 386-236-2155

Insurance Services/Coverages Provided: Property, Casualty, Employee Benefits, Loss Control

Period of Time Services Were Provided: Over 15 years

Which Member(s) of Service Team: Bobbi Barlow, Denise Gordon

Entity: City of Debary

Address: 16 Colomba Rd., DeBary, FL 32713

Contact: Liz Bauer

Telephone: 386-668-2040

Insurance Services/Coverages Provided: Property, Casualty, Employee Benefits, Loss Control

Period of Time Services Were Provided: 2010 - 2018

Which Member(s) of Service Team: Bobbi Barlow, Denise Gordon, Mike Marinar

This document must be completed and returned with your Submittal

FORM 9.8 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: Brown & Brown of Fl., Inc.

CONTACT PERSON/TITLE: Bobbi Barlow, Senior Vice President

MAILING ADDRESS: P.O. Box 2412

CITY-STATE-ZIP: Daytona Beach, FL 32115

Length of Time at Address Provided: 32 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 590691921

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386-252-9601

FAX: 386-239-5705

EMAIL: bbarlow@bbdaytona.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

• The information contained herein may be subject to verification.

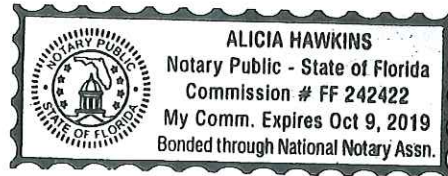
A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME: the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared BOBBI BARLOW who, after being sworn according to law, stated that he or she was authorized to represent Brown & Brown FL Inc and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

Alicia Hawkins



(Form 9.8 Local Business Affidavit of Eligibility – Page 2)



SWORN AND SUBSCRIBED BEFORE ME

Alicia Hawkins
SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS 2nd DAY OF JULY, 20 18

My Commission Expires: _____

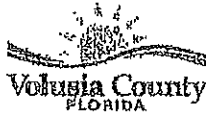
Bobbi P. Barlow 7/2/18
SIGNATURE OF AFFIANT DATE

BOBBI P BARLOW SR. VP
PRINTED NAME OF AFFIANT / TITLE

BROWN & BROWN OF FLORIDA INC.
COMPANY

This document must be completed and returned with your Submittal

8.0 PROOF OF EXEMPTION



FINANCIAL AND ADMINISTRATIVE SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-572

<http://volusia.org/revenue/>

I certify that the business known as (business name) Brown & Brown of Florida, Inc.
providing Insurance services, which is located at (street address) 220 S. Ridgewood Ave.
Daytona Beach, (city) Florida, falls under the business tax exemption described in:

- ☐ Florida Statute 205, D63
☐ Florida Statute 205, 964

- ☐ Florida Statute 205, 065
☐ Florida Statute 205, 162
☐ Florida Statute 205, 171

- ☐ Florida Statute 205, 191
☐ Florida Statute 205, 192

<http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.shtml>

OR is the type of business indicated below:

- | | | |
|---|--|---|
| ☐ Child Care -- Residential | ☒ Insurance Adjuster,
Agent, or Company | ☐ Radio/Television Station |
| ☐ Commercial Repairs | ☐ Pharmacist/Pharmacy
(Prescription Drugs Only) | ☐ Religious Institution |
| ☐ Door to Door/Peddler Sales | | ☐ Residential Rentals over 6months |
| | | ☐ Sale of Alcoholic Products only |

(Authorized Signature)

Stephen P. Farmer

(Printed Name)

STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 6 day of June, 2018, by
Stephen P. Farmer, who is/are personally known to me or who
has/have produced _____ as identification.



(Seal)

ROBIN W. THOMAS
Notary Public, State of Florida
My Comm. Expires Dec 21, 2019
Commission No. FF 930126

NOTARY PUBLIC -- STATE OF Florida

Type or print name:

Robin W. Thomas

Commission No.: FF-930126

Commission Expires: 12/21/19

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director

SERVICE RESPONSE FORM AND QUESTIONNAIRE

City of Port Orange

Service Team / Office Information

1. List the primary agent and primary servicing office:

Primary Agent's Name: Bobbi P. Barlow

License Number(s): A013832

Number of Years' Experience: 40+

Primary Service Office: Brown & Brown of Florida, Inc.

Address: 220 S. Ridgewood Ave.

Daytona Beach, FL 32115

Telephone: 386-252-9601

2. Will a Service Team be assigned to the City's account? ☒ Yes ☐ No

If yes, identify who: Ara Dresner, Account Manager; Marie Blom, Claim Analyst;

Patty Raudenbush

3. Will a Team Leader be assigned to the City's Account? ☒ Yes ☐ No

If yes, identify who: Bobbi Barlow

Insurance Marketing Experience

1. Identify the number of commercial insurance accounts currently serviced by the Team Leader:

Number 40

2. Identify the number of Florida public entity accounts currently serviced by the Team Leader:

Number 6

3. List the cities currently serviced by the proposed primary servicing office and their total insured property values:

District: City of Daytona Beach TIV: \$ 305,796,582

District: City of Port Orange TIV: \$ 113,035,460

District: City of Holly Hill TIV: \$ 43,315,671

District: City of DeBary TIV: \$ 11,381,866

District: Town of Ponce Inlet TIV: \$ 11,719,861

4. How many Florida public entity accounts, with the following total insured values, is the proposed primary servicing office currently servicing?

Up to \$49,999,999 4

\$50,000,000 – 99,999,999 2

Over \$1,000,00,000 0

5. How many Florida public entity excess blanket property insurance programs with the following policy limits is the proposed primary servicing office currently servicing?

Up to \$49,999,999 none

\$50,000,000 – 99,999,999 none

Over \$1,000,00,000 none

6. Identify the major property insurance companies/markets your firm is currently accessing for Florida public entities. (Include

Company	AM Best Rating
<u>Preferred Governmental Insurance Trust</u>	<u>Not Rated</u>
<u>*All excess insurers are rated</u>	
<u>with A.M. Best ratings of A- or better</u>	
<u>Landmark American</u>	<u>A + 14</u>
<u>Arch Insurance</u>	<u>A + 15</u>

7. Identify the top five (5) companies your firm is currently accessing for Florida public entities for the following:

Company/Market	AM Best Rating
General Liability Insurance (including Errors & Omissions):	
<u>Same As Above (PGIT)</u>	
Auto Liability Insurance (including Inland Marine):	
<u>Same As Above (PGIT)</u>	
Workers' Compensation Insurance:	
<u>Same As Above (PGIT)</u>	
Property/Casualty Insurance:	
<u>Same As Above</u>	
<u>Travelers crime</u>	<u>A + 15</u>
<u>Federal Ins. Equipment breakdown</u>	<u>A + 15</u>
<u>National Union Fire AD&D</u>	<u>A + 15</u>

Claims Assistance

1. Who will provide claims assistance to the City in the event of a major property loss/emergency? Please explain the process you will employ. Please provide a sample of a denial of coverage letter.

Marie Blom, Claims Analyst

Claims are handled by Preferred Governmental

Claims Solutions, the TPA for PGIT.

2. How will you aid in claim issues, filing notice, or resolution of coverage issues with an insurance company?

Act as advocate for City; provide details of coverage from

policy; work with claims adjuster to assure City's position

is understood.

This document must be completed and returned with your Submittal

COMPENSATION FOR PREMIUMS FORM
(COST OF PREMIUM)
City of Port Orange

Indicate below the proposed total annual compensation for providing Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services to the City of Port Orange as outlined in the "Scope of Services" section of this RFP for the initial one (1) year service period.

10/01/2018 - 09/30/2019

Total Annual Compensation \$ 60,165.56 commission on \$1,014,183 total premium

Please attach extra sheets needed to show breakdown of costs per instructions in Tab C.

Please indicate how compensation is calculated (*i.e.*, a commission? a fee?):

Commission

Please describe all wholesaler distributor compensation, if applicable:

See attached following this document for full description.

Please identify all forms of compensation from any source other than the all-inclusive Total Annual Compensation Amount listed above:

None

If your company proposes an alternative compensation arrangement, please provide details below:

N/A

If your company proposes to receive compensation on a commission basis of insurance premiums, please provide the methodology and calculation of the compensation and include separately any performance bonuses and other forms of compensation, monetary and nonmonetary, which have been received in the past or which may be expected in the future:

The package premium of \$563,178 earns 7% commission totaling
\$39,422.46.

The workers compensation premium of \$433,751 earns 4.5% commission
totaling \$19,518.80.

AD&D premium \$8,162 earns 15% commission totalling \$1224.30.

Explain any potential conflicts of interest between your company and the insurance company that
may affect the scope of services within this RFP. Explain how your company will deal with these:

None

This document must be completed and returned with your Submittal

TAB H

WHY PREFERRED

The Preferred Governmental Insurance Trust entered its 19th year in 2018 and has a number of significant advantages and features from both a coverage and service standpoint.

PROGRAM FEATURES

FINANCIAL STRENGTH

Preferred's surplus to written premium stands at 1.15 to 1. The Trust has no long term debt and over \$220 million in assets.

AGENCY DISTRIBUTION

Preferred is the only Trust in Florida that utilizes a totally dedicated and independent agency distribution system for optimal Member service.

SHARED LOSS PROPERTY LIMIT

Preferred provides a shared loss property limit for all Members of the Trust that exceeds the **1 in 250 year** storm event. There is only a 0.4% probability that an event will occur that exceeds the limit of property coverage purchased.

AUDITS

At Preferred, only workers' compensation is subject to audit thus avoiding additional premium charges beyond policy expirations on other lines of coverage.

MULTI-YEAR COVERAGE AGREEMENT

Available for all lines and includes a **rate guarantee** for the multi-year term of coverage.

SPECIALIZED CLAIM SERVICE

Claims administration services are provided by PGCS Claim Services who is solely dedicated to Florida's public sector.

CLAIMS ACCESS

24/7 On-line claims access for all Members.

COVERAGE ADVANTAGES

NON-MONETARY

Preferred **automatically** provides coverage for non-monetary claims including injunctive relief, EEOC, public records law, and inverse condemnation allegations for those members who purchase public officials liability coverage through Preferred.

LIABILITY DEFENSE COSTS

Outside both the limits carried and member deductibles chosen.

INLAND MARINE

Preferred offers up to \$1M of "blanket inland marine" coverage for equipment individually valued under \$25,000.

CYBER LIABILITY

Preferred **automatically** includes cyber liability coverage for **\$2,000,000** for those members who purchase public officials liability coverage through Preferred.

WINDSTORM

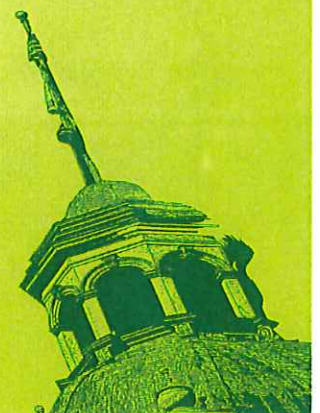
We offer named storm coverage and provide the most attractive deductible terms in Florida's public sector marketplace.

FLOOD DEDUCTIBLE

Except for zones A & V, the flood deductible **matches** selected AOP deductible.

NO FAULT SEWER

We include no-fault sewer back up with annual aggregate of **\$200,000**.



DISTINCTIVE SERVICES

PROPERTY APPRAISALS

Preferred provides building appraisals from a nationally recognized appraisal firm at **no cost** to members. Preferred also has an ongoing appraisal program for all members.

PREFERRED TIPS

Training incentive program for safety and risk management for our members with a matching incentive of up to \$5,000 per coverage year.

PREFERRED RESPONSE

Our disaster recovery program provides Members with a choice of pre-approved vendors and online access to track the recovery process, in addition to a mobile app for claims reporting.

BADGE

We provide a cardiac case management program known as "BADGE" to all police and fire department personnel in the event of a workers' compensation presumption claim.

HR & CYBER SUPPORT CENTER

Members benefit from a comprehensive human resource & cyber support platform. This includes actionable advice from employment law attorneys, training handbooks, online tools, express updates, and webinars at **no cost**.

MY COMMUNITY WORKPLACE

My Community Workplace website featuring a wide range of available resource materials on Human Resources and Risk Management.

ONLINE TRAINING

Online training provided through a partnership with TargetSolutions at **no cost** to Members with over **600 courses** to choose from on a variety of relevant topics, such as Driving Safety and Working in Extreme Temperatures.

RISK RETENTION OPTIONS

Preferred provides a full range of risk retention options that are available from 1st dollar to self-insured excess placements.

Over 400 members and over \$100 million of written premium establishes that Preferred Governmental Insurance Trust fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector.

**This is why we are clearly
PREFERRED**



Mobile apps:



iPhone



Android



KEY PROGRAM TALKING POINTS

- Preferred (Preferred Governmental Insurance Trust) established in 1999
- Administered by Public Risk Underwriters of Florida, Inc. located in Lake Mary, Florida
- Governed by local elected officials from the membership
- Claims Administration services furnished by Preferred Governmental Claim Services (PGCS)
- Provides all lines of property & casualty insurances to Florida's public sector
- Preferred's (Excess) structure provided by A- or better rated carriers by A. M. Best
- Municipalities, Counties, Taxing Districts, School Boards, Authorities (Housing, Aviation, Water, Electric, Port, Utility) are all eligible for coverage with Preferred
- Heavy focus on education, safety training, claims management and HR assistance
- Utilize local, independent agents for distribution
- As of 10/1/2017, Preferred has approximately 405 public entities statewide with annualized premiums of \$105M and \$90M in member surplus
- Currently insure 17 of Florida's 67 counties
- Preferred offers a 2 Year coverage agreement to its members locking rates in for 2 years at a time with only exposure changes and NCCI experience modification factor applied on anniversary dates
- Preferred provides property appraisals for its members at no cost
- Provides Cyber Liability coverage with \$2M limits
- Safety Grant program with up to \$5000 annual reimbursement for safety initiatives undertaken
- On-Line Training platform provided by national firm with over 600 course offerings
- Select attorney panel for liability and workers compensation litigation
- Defense costs associated with liability claims outside both deductibles and limits carried
- Disaster recovery and FEMA assistance built into our claims handling service
- Preferred's marketing and underwriting staff possesses over 30 years experience working with governmental insurance trusts and on the elected official level

FINANCIAL STRENGTH

PREFERRED GOVERNMENTAL INSURANCE TRUST SELECTED FINANCIAL INFORMATION AT AND FOR THE YEAR ENDING SEPTEMBER 30, 2017

Assets

Total Assets \$220,315,232

Liabilities & Surplus

Unpaid Losses and Loss Adjustment Expenses \$118,361,672

Total Liabilities \$129,354,933

Surplus \$ 90,960,299

Premiums

Earned Premiums \$104,514,838

Excess Premiums \$ 31,459,730

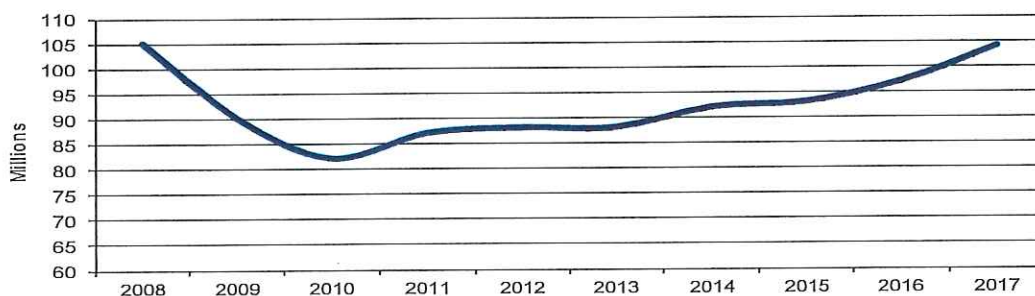
Expenses

Losses and Loss Adjustment Expenses \$ 51,912,591

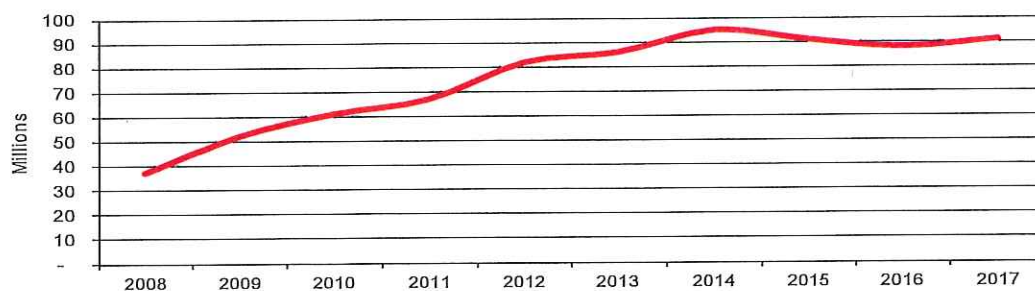
Net Income

Net Income \$ 2,986,599

Preferred Governmental Insurance Trust
Earned Premium By Fund Year
2008 - 2017



Preferred Governmental Insurance Trust
Surplus
2008 - 2017



PREFERRED TIPS

A REIMBURSEMENT PROGRAM WITH MATCHING TRAINING & SAFETY INCENTIVES

The Preferred TIPS program is a reimbursement program with matching training/safety incentives that can be applied for by any current member of Preferred. Each entity is eligible to apply for a matching incentive of up to \$5,000 per coverage year. The applications will be accepted until the end of each quarter and then evaluated and recipients notified by the end of the month following the quarter.

Examples of eligible reimbursements include:

- Personal protective equipment
- Safety related signs
- ADA compliance measures
- Police accreditation program fees
- Driver training
- Law enforcement simulator training
- Ergonomic training
- Sidewalk repairs
- Continuing education classes
- Lifeguard training
- Most any safety related training or equipment

Once an application is received the committee will determine the relevance of the training/safety purchase against the lines of coverage purchased by the member. The committee will also consider the information provided in the application.

Please contact our Safety & Risk Management Department (321) 832-1658 or PreferredTIPS@publicrisk.com should you need additional information on this valuable service.



Preferred



Matching Training Incentive Program Application

Member Name: _____

Member Contact: _____

Member Contact Title: _____

Member Address: _____

Contact Phone#: () - Contact Email: _____

Agent name: _____

The Preferred TIPS program is a reimbursement program with matching training/safety incentives that can be applied for by any current member of Preferred. Each entity is eligible to apply for a matching incentive of up to \$5,000 per coverage year subject to availability of program funds. Examples of eligible reimbursements include: personal protective equipment, safety related signs, ADA compliance measures, police accreditation program fees, driver training, law enforcement simulator training, ergonomic training, sidewalk repairs, continuing education classes. Most safety and/or risk management related training or equipment is eligible. The committee will determine the relevance of the safety/risk management purchase against the lines of coverage purchased by the member. The committee will also consider the information provided in the application. We ask that you provide a clear description of the impact the purchase has on the citizens or employees of the entity. Your loss control representative can assist with questions related to this program.

All applications and required documentation must be received by PRU fifteen days prior to the end of your policy year. The Board of Trustees approves funding of the TIPS program annually and submissions will be considered on a first in basis.

Matching dollar amount being applied for by member applicant (maximum of \$5,000):

Please describe in detail how the matching funds are to be used. Please include the value of the safety/risk management measures and who or what has been positively impacted by the implementation of the purchase:

Documentation of the purchase must be attached. Proof of purchase information must correspond to the invoices provided. For the privacy of your employees please do not include any credit card account numbers or individual social security numbers. Please provide a description of attachments:

Date application submitted: ____ / ____ / ____

If other than the contact shown on page one please list the name and title of the person submitting this application.

Name of person submitting: _____

Title of person submitting: _____

Please submit completed applications and documentation of purchase to:

E-mail – PreferredTIPS@publicrisk.com

Mail: Preferred TIPS, Attention: Mike Stephens, P O Box 958455, Lake Mary, FL 32795-8455

This Section for Preferred Use Only: Date Received by Preferred ____ / ____ / ____ Date Submitted to Preferred TIPS Committee ____ / ____ / ____

Coverage with Preferred: ☐ Property ☐ GL ☐ AL ☐ LEL ☐ POL/EPLI ☐ ELL/EPLI ☐ Excess WC ☐ 1st \$ WC

CYBER LIABILITY COVERAGE

Preferred Governmental Insurance Trust is pleased to provide this important protection to address the potential exposures associated with internet communications, such as privacy issues, infringement of intellectual property, virus/trojan transmissions, and other potentially serious exposures that may arise from first to third parties transmissions via the web.

COVERAGE BENEFITS INCLUDE:

- Endorsement to Public Officials Liability policies
- Sublimit of \$2,000,000 each claim / annual aggregate
- Voluntary notification endorsement included
- Social Engineering Financial Fraud
- Data Breach Response & Crisis Management

Coverage Highlights Include:

Third Party Liability Coverages

- Media
- Privacy & Cyber Security
- Privacy Regulatory Defense, Awards and Fines

First Party Coverages

- BI & Extra Expenses
- Data Recovery
- Cyber Extortion

Please contact us should you need additional information on this valuable service.



PROPERTY APPRAISAL SERVICES

Preferred Governmental Insurance Trust is pleased to provide property appraisals to our members. Appraisals will be conducted by a nationally recognized appraisal firm. Accurate valuation of property is important for protecting member assets, ensuring insurance-to-value, and allowing for “blanket” coverage to be in place.

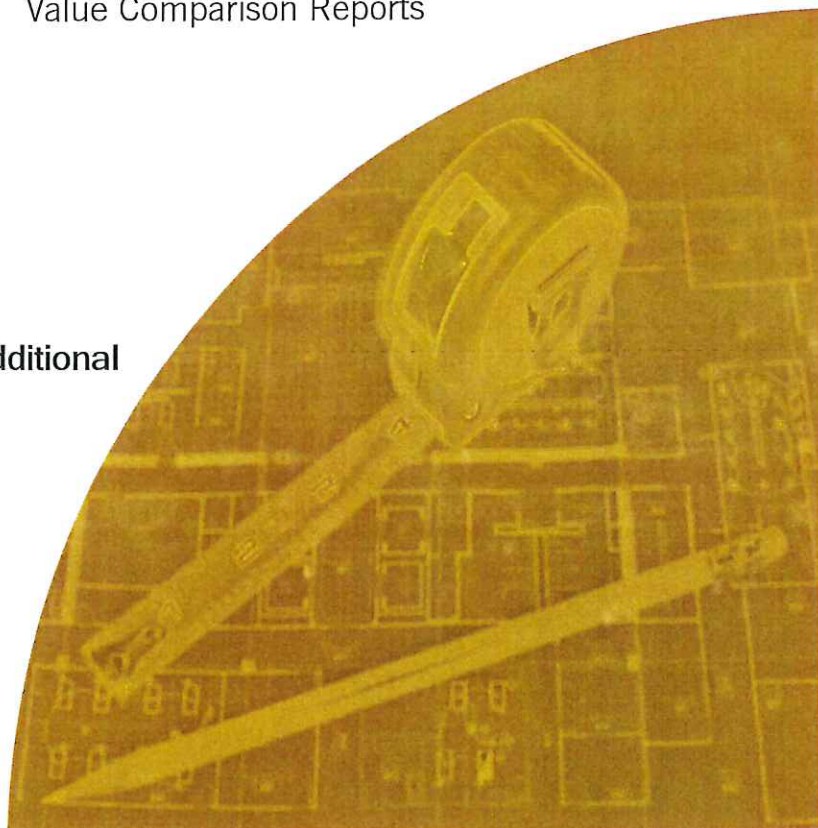
APPRAISAL SERVICE HIGHLIGHTS:

- Building appraisals for all locations at no cost to Preferred members.
- Ongoing appraisal program for all members.
- AMP Property Risk Management Platform that enhances communication between Preferred and its members, provides real-time transparent appraisal results and greater efficiency in utilization and management of property data.

Appraisal Services Include:

- Appraisal of Buildings/Structures
- Primary Cope Data (includes GPS Coordinates)
- Appraisal Data Recording
- Value Comparison Reports
- Modeling of Building Contents
- Classification of Flood Zones
- Secondary CAT Modeling Data

Please contact us should you need additional information on this valuable service.

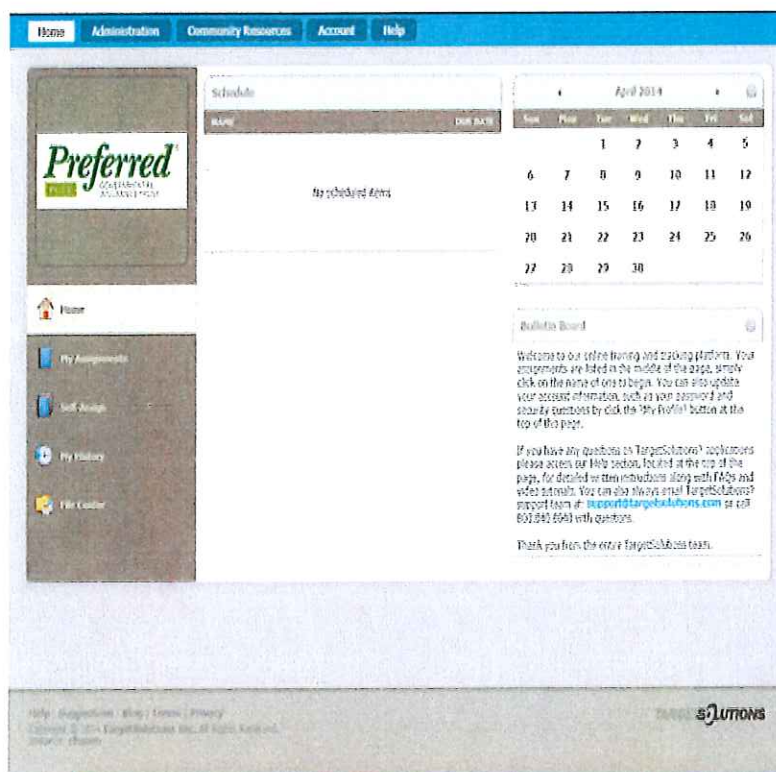


PREFERRED ONLINE

PREFERRED ONLINE LEARNING CENTER

Effective training and records management is vital in today's workplace. Reducing claims, controlling losses and streamlining efficiencies are critical. That is why Preferred partnered with TargetSolutions to provide our members with innovative web-based training management technology.

- Preferred members can access more than 600 training courses in English and Spanish covering topics related to HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, School Safety, Office Productivity, Business Skills, and Project Management by utilizing TargetSolutions extensive web-based library. TargetSolutions is committed in helping members to deliver training, ensure compliance and reduce risk by streamlining and automating the training management process.
- TargetSolutions enables members to define, measure and monitor key risk metrics that help keep their employees safe and protect assets. With the platform, Onsite Administrators can create risk mitigation tools specific for their organization, making it possible to analyze the fundamentals and take action where needed.
- TargetSolutions' web-based training management platform is accessible 24/7. Users can navigate captivating, cross-browser compatible courses with cutting-edge interactions at a pace and time that is convenient for them.
- TargetSolutions' Risk Management Platform makes it possible for Member Onsite Administrators to assign and deliver online training courses to their users. The system also provides the ability to track, document and report assignments. Tracking training, generating reports and analyzing deficiencies has never been easier.
- TargetSolutions' technology platform features the industry's most dependable and powerful cloud-based system. TargetSolutions delivers 99.95 percent uptime, delivering a fast and reliable experience for users. TargetSolutions' backup datacenter has been strategically positioned, securing production infrastructure.



PREFERRED E-TOOLS

E-Tools provides agents and members with immediate access to the services listed below:

- Preferred newsletters archives
- Preferred Safety & Risk Management resource materials
- Webinar presentations on current topics i.e. Hurricane Preparedness, Sexual Harassment, Return to Work policies and Drug Free Workplace programs

In addition, agents gain immediate access to the following services on behalf of their represented members:

- Issue of certificates of coverage and view of historical data
- Issue of Auto ID Cards (Preferred auto coverage members)

The screenshot displays the Public Risk Underwriters website. At the top, there is a navigation bar with links: Home | Programs & Services | Trust Administration | Contact. Below this is a 'Welcome' message from Public Risk Underwriters, stating they understand and partner with public entities to provide cost-effective solutions. A list of services is provided: Utilization of A.M. Best 'A' rated carriers, Programs tailored to maximum efficiency, Administration of self-funded 'pooling' programs, and Marketing of programs through a 'limited access distribution' network. The 'Preferred' logo is prominently displayed, followed by the title 'Trust Administrator'. A paragraph explains that Public Risk Underwriters is the proud administrator for Preferred Governmental Insurance Trust, with a link to www.pgtr.org. Contact information for the Lake Mary Office is listed: PO Box 958455, Lake Mary, FL 32795, Phone: (321) 832-1450, Fax: (321) 832-1489. On the right side, there is a 'Public Risk Underwriters' logo and a section for 'E-Tool Login' with fields for Username and Password, and an 'Enter' button. Below the login section is a 'Register' button. Further down, there are sections for 'Announcements' and 'News & Information', including links for 'PGIS Online Claims Data Access' and 'E-Tools Accounts'.

(Please note that some services may not be available upon accessing due to possible development changes and/or updates being performed)

Registering for E-Tools:

To register, just go to www.publicrisk.com and click on "Register" to complete and submit the registration form.

Activation of E-Tools Account:

You will receive an email within 72 hours of the activation of your account.



BADGE PROGRAM

A SPECIALIZED LEGAL AND MEDICAL APPROACH IN ADDRESSING CLAIMS

In 2003, Florida Legislature expanded the fire fighters' "Heart and Lung Bill" to include police, deputies and correction officers. This change in law presented the Worker's Compensation claims and medical management community with increased challenges.

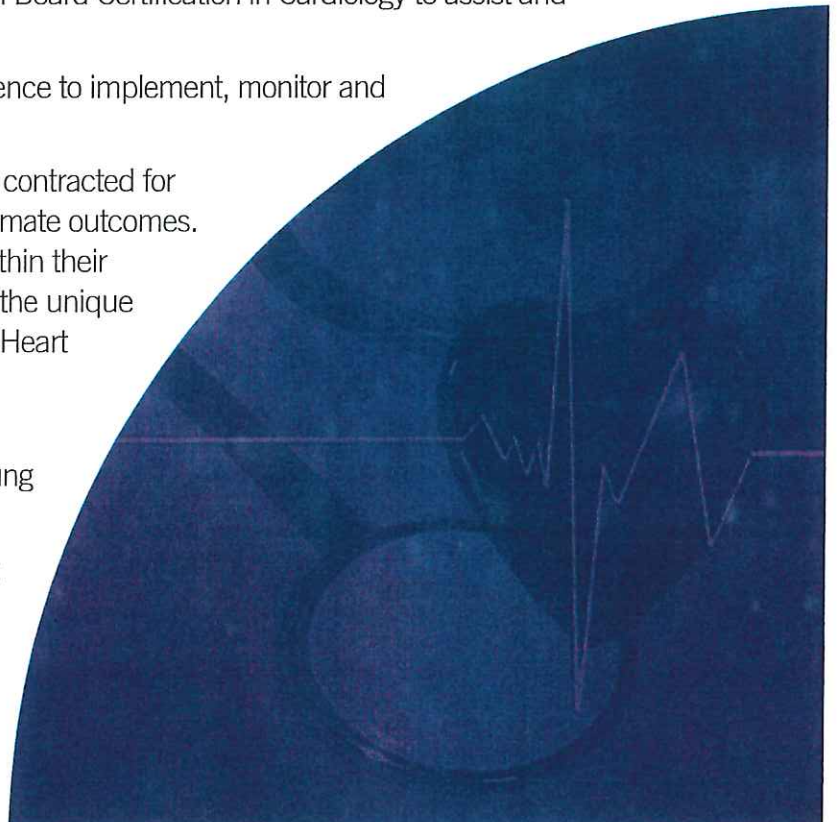
Amerysis developed a specialized legal and medical program approach in addressing the uniqueness and special needs of handling claims. This was appropriately named B.A.D.G.E. (Better Administration Dedication Guaranteeing Excellence).

This team recognizes the importance of "quality of life" and therefore will exert every effort to educate every employee with a potential for heart disease regarding healthy diet, weight loss and proper medication usage. The program consists of an interdisciplinary approach to manage and provide quality services to our employees and clients.

The combination of disease state management and workers' compensation case management, allows the employee to benefit from the latest in quality cardiac healthcare providing a constant source of support and education. It improves/enhances return to work outcomes, reduces disability duration, prevents unnecessary, dangerous and costly consequences of inappropriate use of cardiac medications while reducing the cost of handling presumption claims.

The BADGE Program Features Include:

- Medical Director and/or Physician Advisor with Board Certification in Cardiology to assist and direct the medical management team.
- Registered Nurses with cardiac patient experience to implement, monitor and assess all presumption claims.
- Speciality Facilities and/or Speciality Providers contracted for Workers' Compensation to best impact the ultimate outcomes. We recruit and train providers of excellence within their specialty and/or modify their program to meet the unique needs of the claimants covered by the Florida Heart and Lung Bill.
- Most current quality of Cardiac Care while maintaining compliance with the Heart and Lung Bill 112.18 and WC Statute 440.
- Established relationship with Organ Transplant Network. This provides access to Centers of Excellence as medically necessary to meet the needs of claimants covered by the Florida Heart and Lung Bill.



**THE CARDIAC REGISTERED NURSE WORKS DIRECTLY WITH THE ADJUSTER,
EMPLOYER AND EMPLOYEE ASSISTING IN THE FOLLOWING:**

- Gathering medical data required to properly determine the compensability by the adjuster.
- Manage the initial diagnostics and treatment to most effectively diagnose condition.
- Works with the employee through diagnostics and moving them toward a stable position.
- Provide education and establish goals with the employee in making lifestyle changes in order to reduce or eliminate future costly events associated with their work-related illness.
- Conference with the treating physician regarding the job description, and assist in the determination of when the claimant can safely return to work.
- During the maintenance phase of the program, the cardiac nurse case manager monitors the physician's findings, diagnostics, lab values and medications. Coordinates care and provides education. The goal is to maintain the claimant at this stable state, acting proactively when necessary.
- Facilitates communication with employees, physicians, employers and adjusters, keeping them apprised of any changes.



SAFETY & RISK MANAGEMENT

SAFETY AND RISK MANAGEMENT SERVICES EXCLUSIVELY FOR PREFERRED MEMBERS

Having a comprehensive safety and risk program in place can greatly benefit your municipal or school organization. Our safety and risk management services are designed to allow Preferred members to improve safety in the workplace, control risks, and prevent accidents.

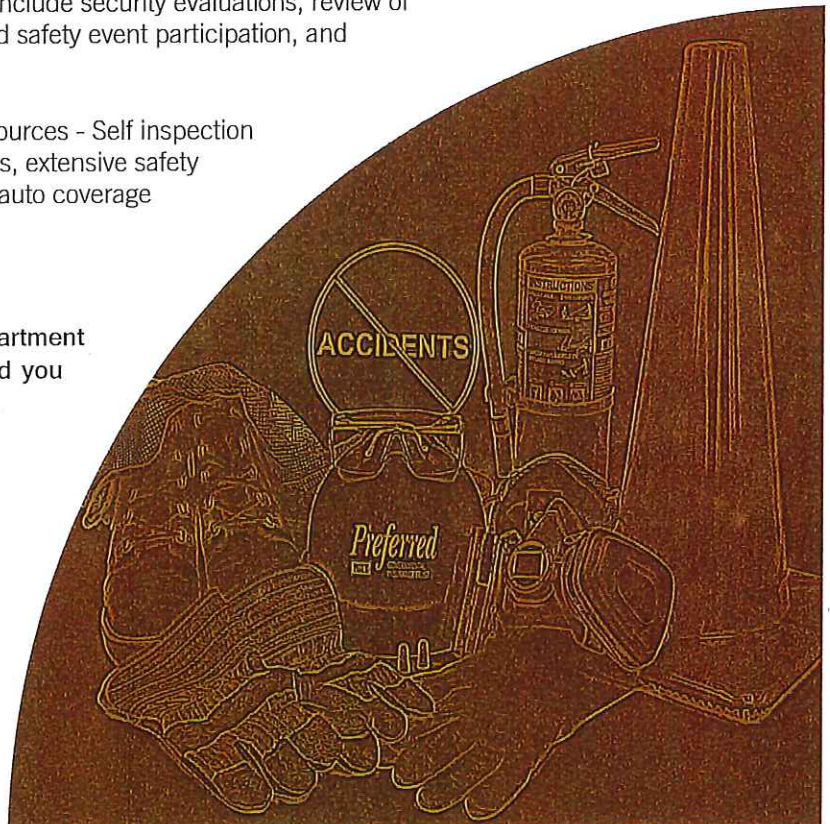
Safety and Risk Management Services Include:

- Exposure Identification - Assist members in determining areas where a chance of loss exists through cause trend analysis, work site evaluations, and facility inspections.
- Exposure Measurement and Loss Analysis - Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- Determination and Selection of Appropriate Risk Control Methods - Based on measurement and analysis, specific recommendations and/or a custom designed risk control plan can be formulated. OSHA, as well as other Agency Standards will be applied as a "Best Practice" measure when designing and formulating safety and risk control plans.
- Training and Safety Management Consulting - After considering the members needs, specific services and/or training will be formulated and initiated to fit the members needs. Specialty consulting services and/or key personnel with the knowledge and skills needed to meet those identified needs can be provided.
- Timely topics and New Technology - We provide educational seminars and webinar events, comprehensive online training, and knowledge websites.
- Additional Consulting Services Available - Services include security evaluations, review of existing safety and risk programs, special health and safety event participation, and safety and risk related information research.
- Member Exclusive Safety & Risk Materials and Resources - Self inspection checklist forms, safety related articles, safety posters, extensive safety video library, auto accident claim reporting kits (for auto coverage members), and much more.

Please contact our Safety & Risk Management Department
(321) 832-1658 or mstephens@publicrisk.com should you
need additional information on this valuable service.



P.O. BOX 958455 • LAKE MARY, FL 32795-8455
WWW.PGIT.ORG • PHONE: (321) 832-1658



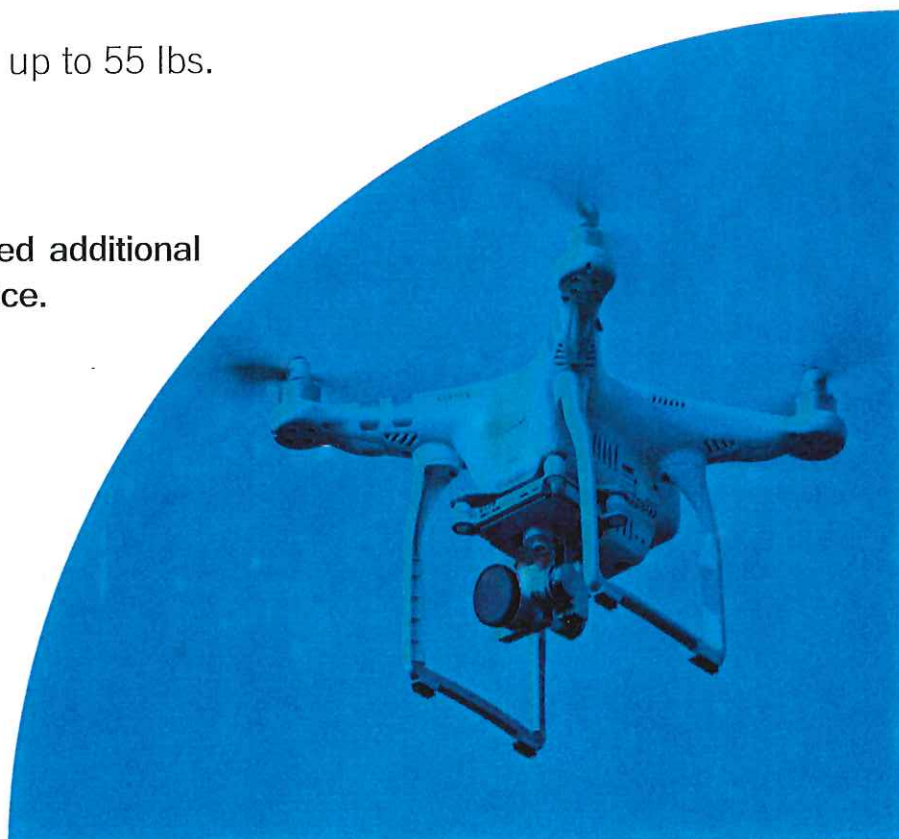
UNMANNED AIRCRAFT (DRONE) LIABILITY COVERAGE

Preferred Governmental Insurance Trust is pleased to provide liability coverage for Unmanned Aircraft (Drone) as an endorsement under the general liability coverage form. With the growing number of uses within the public entity sector for unmanned aircraft, Preferred is on the forefront of providing this protection to our members. If you use an unmanned aircraft to inspect property, monitor infrastructures, investigate accidents or crime scenes, search and rescue operations or any number of other uses, please contact your agent about adding this important coverage.

COVERAGE HIGHLIGHTS INCLUDE:

- Endorsement to General Liability coverage agreement
- Sublimit of \$500,000 each claim / annual aggregate
- Eligible for unmanned aircraft up to 55 lbs.

Please contact us should you need additional information on this valuable service.



HR & CYBER SUPPORT CENTER

The Preferred Human Resource & Cyber Support Center is available to those members that have their POL/EPLI or ELL/EPLI coverage with the Trust. The Support Center is an employment law and cyber security focused resource designed to control costs, save time, and complement the valuable services that Preferred provides. The resources provided by the Support Center allows members to save thousands of dollars annually.

HUMAN RESOURCE (HELPLINE) SERVICES INCLUDE:

- Confidential, documented responses to employment law questions from Florida based attorneys who are experts in Human Resource and employment law
- Online Unlawful Harassment Training for all supervisors and employees
- A Florida specific employee handbook building tool
- HR Express Updates including popular Questions of the Month and HR Alerts
- Customizable HR risk management resources including Federal and State-specific forms and posters
- Plus more

CYBER SECURITY RESOURCES INCLUDE:

- Breach HealthCheck® – Measurable data breach exposure and protection through instant feedback
- Robust privacy and security templates, including a customizable incident response plan (IRP), which can be specifically tailored to meet industry and regulatory requirements
- Resources for keeping staff up to date on a range of issues related to privacy, data security and compliance
- Latest news and events regarding data breaches, regulations, class-action lawsuits, cyber threats and protective technologies

Please contact the HR & Cyber Support Center at Phone: 1-877-568-6655 should you need additional information on this valuable service.



My Community Workplace

» Website

www.MyCommunityWorkplace.org



A Valuable Loss Prevention Tool

My Community Workplace (www.mycommunityworkplace.org) is available to organizations purchasing coverage from MunichRE Specialty Markets. The Site is a free online resource that will save you time and money by providing cutting edge training and information for your workplace.

Interactive Video Training

Online training modules for managers and supervisors are available 24/7 – at no cost – a potential savings of thousands of dollars a year in training costs.

- Risk and Solutions : Preventing Sexual Harassment
* California AB1825 and AB2053 compliant
- Risks and Solutions: Preventing Discrimination
* Seven (7) modules available
- Risks and Solutions: Preventing Wrongful Termination
- Risks and Solutions: Sports-Related Brain and Spinal Injuries, and more

Up-to-date Information And Expert Commentary

Topics include:

- Best practices for employment practices and child protection
- Leadership and management skills
- Healthy lifestyle and safety
- Exclusive articles written for the specialized interests, such as government entities, schools, not-for-profits, and religious organizations

Four (4) New Industry Specific Sites

- www.MyGovernmentWorkplace.org (for governmental entities)
- www.MyNPWorkplace.org (for nonprofit entities)
- www.MyReligiousWorkplace.org (for religious entities)
- www.MySchoolWorkplace.org (for school entities)

Knowledge Vault

- Library and checklists – Thousands of articles covering vital workplace issues, grouped according to topic, as well as self-audit checklists
- Links to important federal and state government web sites

- Model Handbook – Over 100 model policies on workplace issues ranging from Equal Employment Opportunity to Social Media (Certain key policies are available in English and Spanish.)
- Loss Scenarios – Examples of situations that have caused liability for organizations like yours

My Workplace

This part of the site can be set up to communicate information and policies to the employees of an organization registered on My Community Workplace.

Control Panel

This feature allows the site administrator to adapt the site to match the needs of his/her organization:

- Add or recruit additional users
- Change default training settings
- Upload organization's own employee policies into training modules
- Monitor training progress of the organization's registered users and download training reports

Questions?

Contact Mike Stephens, Senior Loss Control Specialist - Public Risk Underwriters of Florida, Inc.

Ph: (321)832-1658 / Email: mstephens@publicrisk.com

Preferred[®]
PGIT GOVERNMENTAL
INSURANCE TRUST

THE PREFERRED RESPONSE

Pre-disaster planning begins with asset identification, coordinated by your local retail agent, utilizing Preferred's property appraisal services. Our agent partners and loss control/safety consultants are available to review and refine your Continuity of Operations (COOP) strategy.

Real time alert notifications are provided on the Preferred APP via smart phone or tablet. Our local agents and claim staff follow up with emails to members within the expected landfall cone.

Emergency response by a panel of approved vendors who specialize in construction, water extraction, and mold remediation. Resources, including manpower and equipment, can be dispatched.

FEMA recovery coordination starts with confirmation of insurance coverage and claim payments. Preferred reports are tailored to meet FEMA standards and are made available electronically to FEMA representatives. Preferred partners with FEMA consultants to help members navigate FEMA project management.

Expedited payments for repairs can be made directly to service providers/contractors or to the member. The Preferred claims service provides the member flexibility in deciding how to structure their disaster recovery plan.

Reporting claims has never been easier. A member may report a claim via the website (PGCS-tpa.com), Preferred APP, fax, phone, or e-mail.

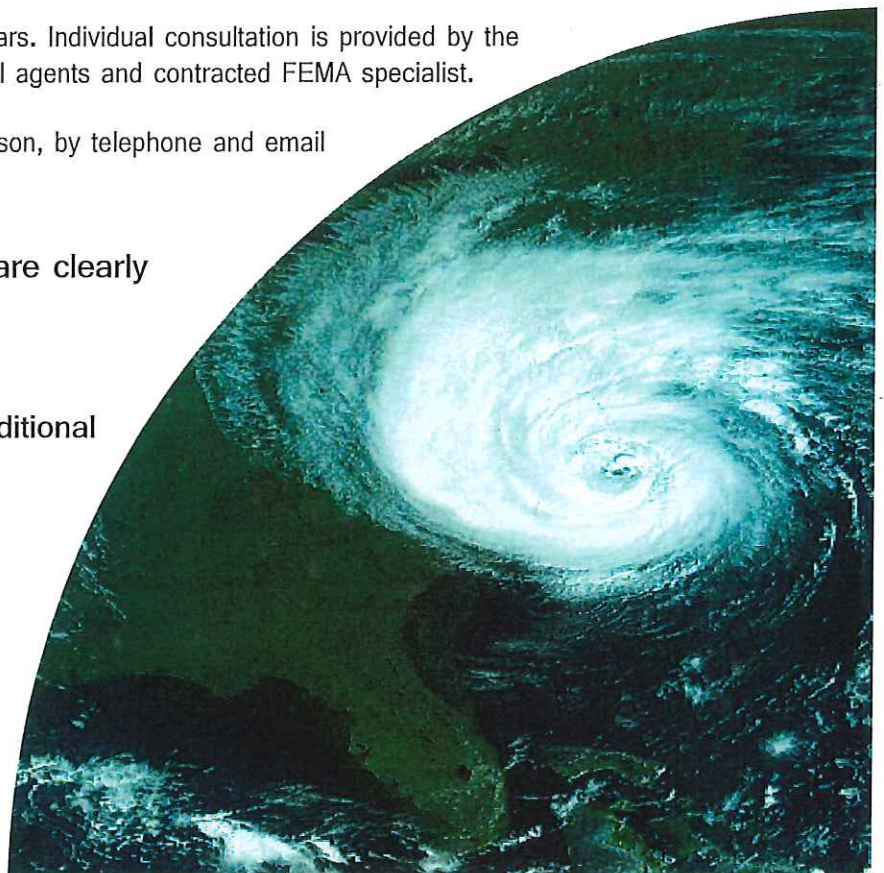
Recovery is tailored for each member based on how much of the recovery process the member wants to manage. Preferred adjusters can recommend contractors to mitigate the disaster damage or you may use contractors already appointed with your entity.

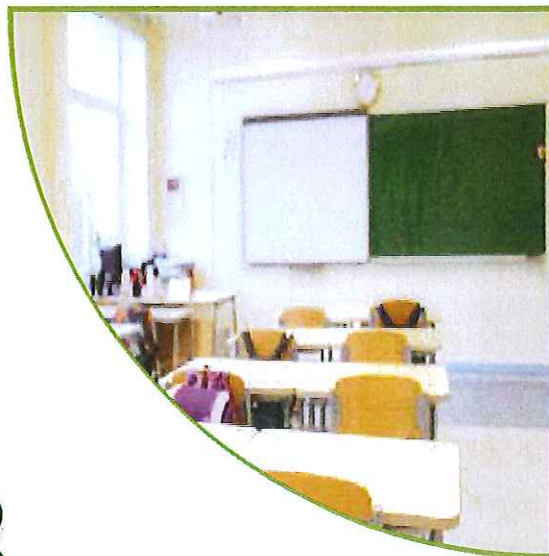
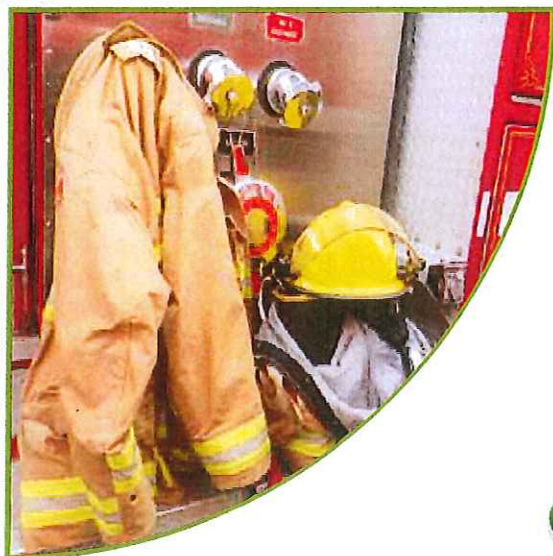
Education is provided via webinars and seminars. Individual consultation is provided by the Preferred loss control representatives, local retail agents and contracted FEMA specialist.

Dedicated in-house staff are available in person, by telephone and email to meet all of your pre and post disaster needs.

For one step Disaster Recovery, we are clearly
PREFERRED

Please contact us should you need additional
information on this valuable service.





2018

Risk Management & Loss Control Services Guide

Exclusively for

Preferred
PGIT GOVERNMENTAL
INSURANCE TRUST

Members



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Introduction

This manual is designed to outline the resources and services that are provided by the Public Risk Underwriters Risk Management & Loss Control Department.

The resources and services defined in this manual may be subject to future enhancements or changes to improve effectiveness in meeting our member's needs.

In addition to safety training and hazard identification, our field representatives are capable of assisting our members with more comprehensive insurance related issues. These include experience modifications analysis, risk financing techniques, risk retention, claims trending and analysis, light duty, drug free workplace, FEMA, emergency preparedness, and workers' compensation classification.

We offer several services at no charge to the member including an extensive online training course offering, the Preferred TIPS matching reimbursement program, various webinars on timely topics, and access to My Community Workplace.

In order to effectively serve our members we will implement the following additional measures as needed:

- Assist our Underwriting Department in targeting additional product applications that may be beneficial to our customers through field analysis.
- Maintain effective relationships with the agents by keeping them informed of each member's resource and service needs.
- Work closely with PGCS Claim Services to share information and refine data that is utilized to evaluate our members and target specific areas where services may be required to assist in improving retained losses.

Safety and Risk Management Services

The success of any Municipal organization is tied to its ability to protect and preserve its human and physical assets. This basic premise serves as the cornerstone of an effective safety management program and underscores the importance of safety and risk control to the community. Public Risk Underwriters Safety & Risk Management Department is very aware of the valuable contribution that a comprehensive Safety & Risk Control Program makes to the bottom-line of any organization.

Our safety consultations originate with one basic thought: to recommend specific measures to minimize or eliminate the exposures that cause accidents. Our safety and risk consultants can recommend measures to control and minimize all types of accidents, injuries and illnesses to Preferred member's operations and premises.

We are dedicated to meeting the challenge of the complex issues facing our members. Disarming these issues and converting them into solutions which work to the advantage of the member is our goal. Our approach to risk control incorporates the following elements:

Exposure Identification - Assist members in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.

Exposure Measurement and Loss Analysis - Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.

Determination and Selection of Appropriate Risk Control Methods - Based on measurement and analysis, specific recommendations and/or a custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a "Best Practice" measure when designing and formulating safety and risk control plans.

Training and Safety Management Consulting - After considering the members needs, specific services and /or training will be formulated and initiated to fit the members need (see Training Programs section). Key personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.

Additional Consulting Services Available – Public Risk Underwriters Safety & Risk Management has other services available that may benefit our members. These services include security evaluations and review of existing safety and risk programs.

Public Risk Underwriters Safety and Risk Management evaluates the unique needs of each member. Our goal is to design a program that is capable of being integrated into the overall safety and risk control efforts of each member. Our dedication to the problem solving approach is the foundation of our Safety and Risk Management Service.

Public Sector Safety Program

The purpose of the Public Sector Safety Program is to outline an effective way to establish and enhance safe work practices for your employees, identify and control occupational hazards, and prevent or reduce on-the-job illnesses and injuries. The program contains eight elements which include the necessary instructional forms and step-by-step requirements needed to establish the basic framework for a solid Safety Program.

The Eight Elements:

- Management Commitment and Worker Involvement
- Safety Committees
- Safety and Health Training
- First Aid (training can typically be provided by your local Fire Department or Red Cross Chapter)
- Accident Investigation
- Record Keeping
- Safety Rules, Policies and Procedures
- Employer Self-inspection and Job Hazard Analysis

The Program Will Help You to:

- Improve workplace safety awareness
- Involve employees and encourage participation and feedback in problem solving
- Evaluate the general and specific safety training needs of your employees
- Analyze physical conditions and work practices that lead to accidents and injuries
- Identify hazardous conditions and establish preventive and protective measures
- Comply with state and federal safety standards and regulations

The Benefits of Implementing This Program May Include:

- Reducing the cost of workers' compensation insurance premiums
- Reducing medical treatment costs and lost work or production time
- Reducing the incident or severity of workplace illnesses and injuries
- Reducing liability costs associated with work processes and conditions
- Improving workplace morale and productivity

Onsite Safety and Risk Training Programs

Preventing workplace injuries is a key element to a smooth work operation. We can show you how your municipality or governmental operation can benefit from our extensive safety training programs to help your organization achieve its safety performance goals. Each program is designed to assist your employees in recognizing potential safety issues, unsafe work behaviors, and obtain new levels of safety awareness and performance. These training program presentations usually take approximately one hour to present, and are supported by multimedia material and training handouts.

Training topics include:

- Accident Investigation
- Basic Electrical Safety
- Job Safety Analysis (JSA)
- Personal Protection Equipment (PPE)
- Office Safety
- Lock Out/Tag Out
- Workstation Ergonomics
- Blood Borne Pathogens
- Safe/Defensive Driving
- Back Safety/Proper Lifting
- Emergency and Hurricane Preparedness
- Hazard Communications / Right-to-Know
- Confined Space Entry



This is just a sample of our training topics. Please contact your agent or your Public Risk Underwriters Safety and Risk Management Department representative to enquire about additional training topics that may not be listed above.

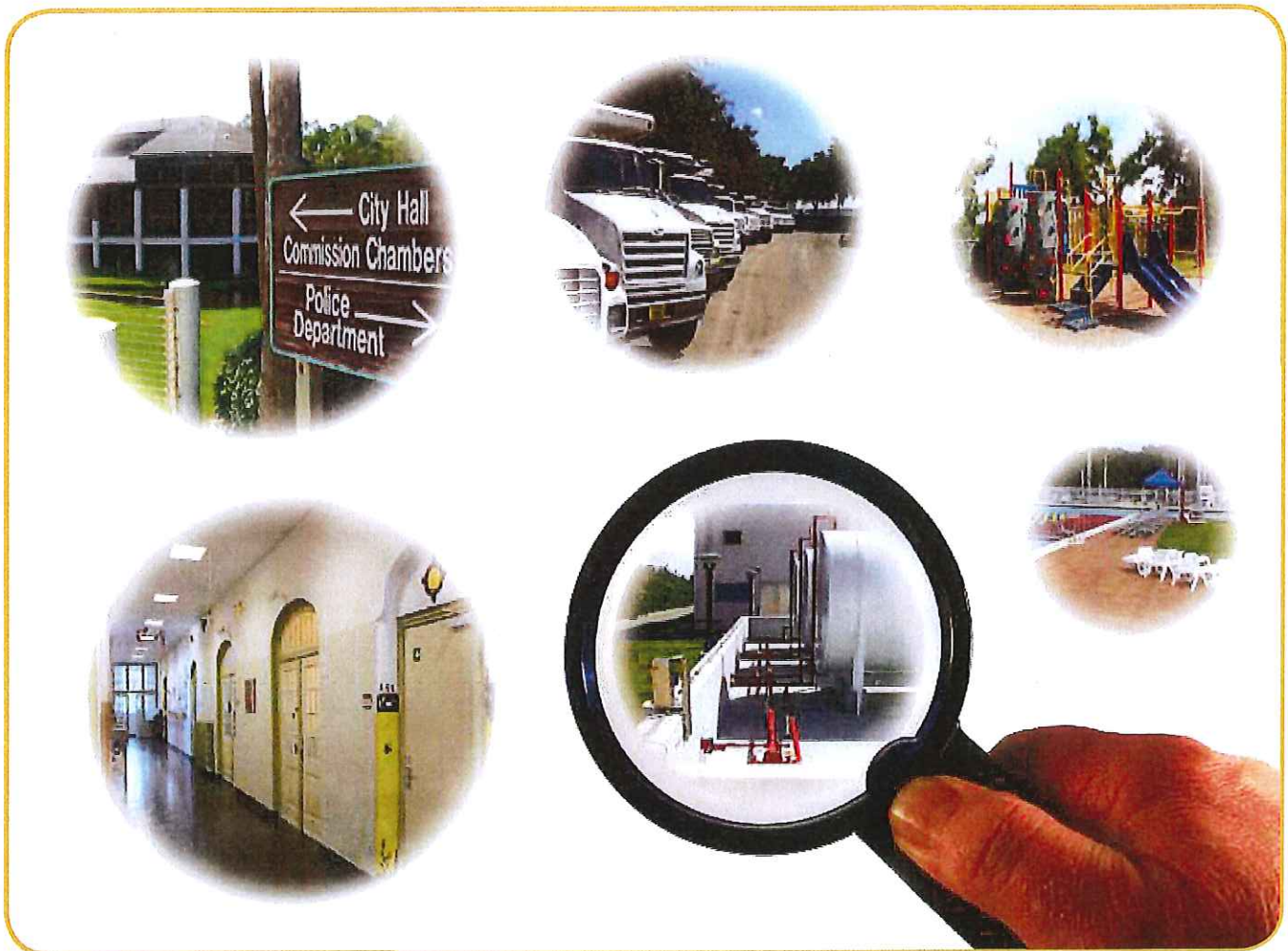
We can also create and generate a training certificate of completion for each of your attending employees. Just provide a list of your attending employees to the Public Risk Underwriters Safety and Risk Management representative who conducts your training session. The attendee list should include each attendee's full name and date that each attended training. We will prepare your training completion certificates and deliver or mail them to you upon completion.

If you would like further details on this valuable resource tool, please contact your regional Public Risk Underwriters Safety and Risk Management representative.

Onsite Safety Survey Program

It is the objective of Public Risk Underwriters, Safety and Risk Management Department to establish a procedure at the member's location for the proactive and systematic recognition and control of hazards at all facilities. The maintenance of owned, leased, occupied and/or possessed properties will be placed at a high priority level. To meet this objective, Preferred members can establish the following policy section to assure regular maintenance of properties and regular inspections (with checklists). This can be done with frequency and scope relative to commonly expected changes in conditions, whether caused by normal wear and tear, vandalism, misuse, damage from adverse weather conditions or other natural phenomenon.

Frequency and scope should also be relative to the level of hazards that exist, such as volume of visitors or employees, occupancy by children, accessibility by disabled persons or the elderly, and premises activities (such as swimming and competitive sports). This includes facilities that are critical to the providing of public utilities, and facilities that involve storage and processing of hazardous chemicals or flammable substances.



Preferred TIPS

The Preferred TIPS program is a reimbursement program with matching training/safety incentives that can be applied for by any current member of Preferred. Each entity is eligible to apply for a matching incentive of up to \$5,000 per coverage year. The applications will be accepted until the end of each quarter and then evaluated and recipients notified by the end of the month following the quarter.

Examples of eligible reimbursements include:

- Personal protective equipment
- Safety related signs
- ADA compliance measures
- Police accreditation program fees
- Driver training
- Law enforcement simulator training
- Ergonomic training
- Sidewalk repairs
- Continuing education classes
- Lifeguard training
- Most any safety related training or equipment.



Once an application is received the committee will determine the relevance of the training/safety purchase against the lines of coverage purchased by the member. The committee will also consider the information provided in the application.

Please contact your regional Loss Control representative or send an email to PreferredTIPS@publicrisk.com should you have any questions, need additional assistance, or be in need of a copy of the Preferred TIPS application.

A copy of the Preferred TIPS application may also be obtained by logging into ETools.

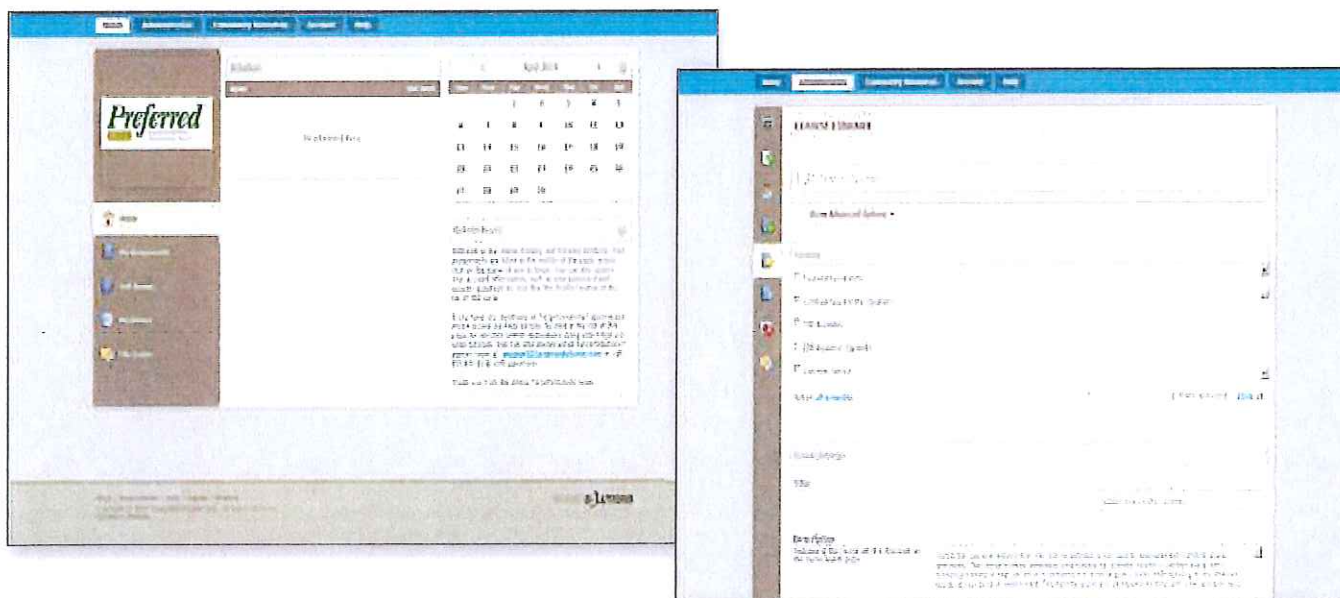


Preferred Online Learning Center - TARGETSOLUTIONS

Effective training and records management is vital in today's workplace. Reducing claims, controlling losses and streamlining efficiencies are critical. That is why Preferred partnered with TargetSolutions to provide our members with innovative web-based training management technology.

- Preferred members can access more than 600 training courses in English and Spanish covering topics related to HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, School Safety, Office Productivity, Business Skills, and Project Management utilizing TargetSolutions extensive web-based library. TargetSolutions is committed in helping members to deliver training, ensure compliance and reduce risk by streamlining and automating the training management process.
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- TargetSolutions' technology platform features the industry's most dependable and powerful cloud-based system. TargetSolutions delivers 99.95 percent uptime, delivering a fast and reliable experience for users. TargetSolutions' backup datacenter has been strategically positioned, securing production infrastructure.

If you would like further details on this valuable resource tool, please contact Michael Stephens, Senior Loss Control Specialist at email: mstephens@publicrisk.com or phone: (321) 832-1658.



Reporting a Claim

Please Notify:

Preferred Governmental Claim Solutions
P.O. Box 958456
Lake Mary, FL. 32795-8456

Toll Free: 1-800-237-6617 ext. 4002
Local: (321) 832-1400
Fax: 1-321-832-1717

Reporting a Claim:

- Phone: 1-800-237-6617 ext. 4002 - During office hours of 8 AM to 5 PM, Monday through Friday
- Fax: 321-832-1448
- Email: LiabilityClaims@pgcs-tpa.com
- Email: WCclaims@pgcs-tpa.com
- PGCS website at www.pgcs-tpa.com



PGCS Online Claims Data Access

PGCS Online Claims Data Access provides clients with the ability to gain immediate access to information on claims that PGCS is handling for them. With this tool clients can review claims, get loss runs, and analyze trends with statistical and graphical reports.

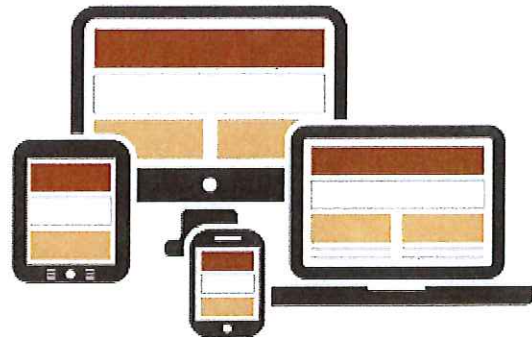
Registering for PGCS Online Claims Data Access:

To register, just go to www.pgcs-tpa.com and click the Member/Client button. Then click Register and complete the form. Once the form is complete, click Register again and you will see the Website Access Terms and Agreements. Read them, click the checkbox to accept them, then click submit.

The next page asks you to print the acceptance form. Print, sign it, and mail it to the indicated address. (There is no longer any requirement to have it notarized.)

Activating PGCS Online Claims Data Access:

Upon receipt of the form, Senior PGCS Management will review the registration, determine the appropriate parameters for the account and authorize the webmaster to activate it. Once authorized, the webmaster will apply those parameters to the account settings, activate the account and notify the client by email.

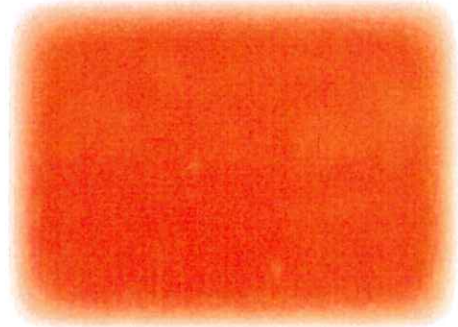


Preferred HR & Cyber Support Center

The Preferred HR & Cyber Support Center is available to those members that have their POL/EPLI or ELL/EPLI coverage with Preferred. The Support Center is an employment law and cyber security focused resource designed to control costs, save time, and complement the valuable services that Preferred provides. The resources provided by the Support Center allows members to save thousands of dollars annually.

Human Resource (HELPLINE) Services Include:

- Confidential, documented responses to specific employment law questions from Florida based attorneys who are experts in Human Resource and Employment Law
- Online Unlawful Harassment Training for all supervisors and employees
- A Florida specific employee handbook building tool
- HR Express Updates including popular Questions of the Month and HR Alerts
- Customizable HR Risk Management resources including Federal and State-specific forms and posters



This is just a sample of the HR topics that members will be able to obtain valuable assistance with:

Americans with Disabilities Act (ADA)	Immigration Laws and Issues	Recognition Programs
Affirmative Action Plans	Interviewing	Regulatory Compliance (State & Federal)
Age Discrimination (ADEA)	Layoffs	Religious Issues
Background & Employment Screening	Management & Employee Development	Retaliation
Benefit Continuation (COBRA)	Marital Status	Safety Procedures & Practices
Compensation	Military Leave (USERRA)	Sexual Harassment
Disability Claims & Issues	National Origin & Language Issues	Sexual Preference & Orientation Issues
Discrimination Payroll	Payroll	Termination & Discharge
Drug Testing	Performance Management	Training
Employee Turnover	Personnel Files (Content & Handling)	Unemployment Compensation
Exempt/Non-Exempt Issues (Overtime)	Physical Appearance Issues	Union Relations – General Inquiries
Facility Closure	Pre-Employment Behavioral & Skill Testing	Wage/Hour (Federal) – (FLSA)
Family and Medical Leave laws (FMLA)	Pregnancy	Wage/Hour (State)
Fraud/Theft/Shrinkage	Privacy of Documentation (HIPAA Issues)	Workers Compensation
Gender Issues	Progressive Discipline Situations	Workplace Violence
Hiring Practices	Racial Issues	

Cyber Security Resources Include:

- Breach HealthCheck® – Measurable data breach exposure and protection through instant feedback
- Robust privacy and security templates, including a customizable incident response plan (IRP), which can be specifically tailored to meet industry and regulatory requirements.
- Resources for keeping staff up to date on a range of issues related to privacy, data security and compliance
- Latest news and events regarding data breaches, regulations, class-action lawsuits, cyber threats and protective technologies

Members that have their POL/EPLI or ELL/EPLI coverage with Preferred may register to utilize this valuable service by going to www.pgithelpline.com, or by calling (877) 568-6655 to speak with a HR & Cyber Support Center representative.

My Community Workplace Website for Preferred Members

The My Community Workplace website is available to all Preferred members. The site is a free online resource that can save you time and money by providing cutting edge training and information for your workplace. Members may register to use this valuable resource by going to www.mycommunityworkplace.org.

Web Based Training

Online training modules for managers and supervisors are available 24/7 at no cost to the member. This could result in a potential savings of thousands of dollars a year in training costs.

Training courses available:

- Preventing Workplace Sexual Harassment
- Preventing Workplace Discrimination
- Preventing Wrongful Termination
- Promoting Ethical Behavior
- Promoting Child Safe Environments

Up-to-Date Information and Expert Commentary

Topics Include:

- Best practices for employment practices and child protection
- Leadership and management skills
- Healthy lifestyle and safety
- Exclusive articles written for the specialized interests, such as government entities, schools, and not-for-profits

New Student Protection Zone

The new Student Protection Zone enhancement will help entities protect students from bullying, cyber bullying, hazing, harassment, sexual abuse and other risks. The Student Protection Zone is a first-of-its-kind functionality that provides weekly education, expert commentary and state-specific reference information.

Knowledge Vault

- Library and Checklists – Thousands of articles covering vital workplace issues, grouped according to topic, as well as self-audit checklists
- Links to important federal and state government websites
- Model Handbook – Over 95 model policies on workplace issues ranging from Equal Employment Opportunity to Social Media (certain key policies are available in English and Spanish).
- Loss Scenarios – Examples of situations that have caused liability for organizations like yours

My Workplace

This part of the site can be set up to communicate information and policies to the employees of an organization registered on My Community Workplace.

Control Panel

- This feature allows the site administrator to adapt the site to match the needs of his/her organization:
- Add or recruit additional users
- Change default training settings
- Upload organization's own employee policies into training modules
- Monitor training progress of the organization's registered users and download training reports

Notice: Mycommunityworkplace.org is a product of The McCalmon Group, Inc., platform administrator solely responsible for its content. Please contact The McCalmon Group, Inc. should you have questions regarding the website at 1-888-712-7667.

Public Risk Underwriters E-Tools

A PRU E-Tools account provides clients with immediate access to all the services listed below:

(Please note that some services may not be available upon accessing due to possible development, changes and/or updates being performed)

- Access to Preferred Safety & Risk Management Resources, including forms and articles
- Access to webinars and presentations on current topics i.e.: Hurricane Preparedness

To register, just go to www.publicrisk.com and click on the "register" button located at the top right corner of the web site and complete and submit the online registration form.

You will receive an email within 72 hours per the activation of your account.



Health and Safety - Special Events Participation

Planning a special event for your employees? If so, let us know! Public Risk Underwriters Safety and Risk Management Department will consider all invitations pertaining to participation in your upcoming special events, such as annual employee health & safety fairs.

Our participation in your special event could possibly include one or more of the following:

- Safety related displays, demonstrations and/or presentations
- Safety related hand-out materials, such as booklets, brochures and slide guides
- Special event promo give away items
- Gift donation per event raffle / prize drawing

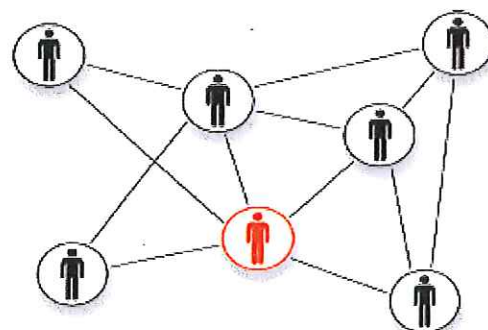
Please contact your agent or Public Risk Underwriters Safety & Risk Management representative for further details on how we may be able to take part in your upcoming employee related special events.



Safety and Risk Related Information and Research

Are you looking for answers to specific questions related to public sector safety and risk management? Are you either having a difficult time finding it, or don't have the necessary time to properly conduct the research to find the answer?

If so, please let us assist you in finding the answer through the use of our public sector network capabilities and safety & risk research initiative. Our business relationships with other public entity sectors allows us to contact numerous in-state, as well as out-of-state governmental entity services to find the answers, resources, or materials you are in search of.



Self Inspection Forms

Public Risk Underwriters Safety and Risk Management has the following checklists that can be utilized by Preferred members to perform routine self inspections of their facilities, property, and operations. These self-inspection checklists can be accessed through the E-tools section of the Public Risk Underwriters website.

Available Inspection Checklists:

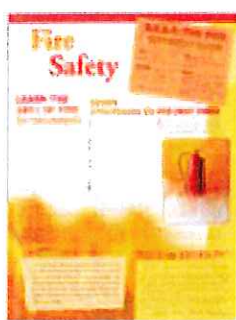
- Public Beach
- Cafeteria / Kitchen
- City Hall
- Public Dog Park
- Fire Station
- Meeting / Exhibit Hall
- Public Park (including water recreation facilities)
- Park Trails
- Playground
- Police Station
- Schools
- Skate Park
- Sports Complex (indoor)
- Sports Complex (outdoor)
- Public Swimming Pool
- Trenching & Shoring
- Public Utilities
- Vehicle Maintenance Garage

[illegible]

		City Hall Inspection Form	
2010 City of Seattle 2010 Form 1-1		Entry Name: _____ Date: _____	
PASSES INSPECTION YES NO? "NO?" please explain		PASSES INSPECTION YES NO? "NO?" please explain	
1. Is the building used for business purposes? 1.1 Yes, 1.2 No, 1.3 Yes, 1.4 No, 1.5 Yes, 1.6 No, 1.7 Yes, 1.8 No, 1.9 Yes, 1.10 No, 1.11 Yes, 1.12 No, 1.13 Yes, 1.14 No, 1.15 Yes, 1.16 No, 1.17 Yes, 1.18 No, 1.19 Yes, 1.20 No, 1.21 Yes, 1.22 No, 1.23 Yes, 1.24 No, 1.25 Yes, 1.26 No, 1.27 Yes, 1.28 No, 1.29 Yes, 1.30 No, 1.31 Yes, 1.32 No, 1.33 Yes, 1.34 No, 1.35 Yes, 1.36 No, 1.37 Yes, 1.38 No, 1.39 Yes, 1.40 No, 1.41 Yes, 1.42 No, 1.43 Yes, 1.44 No, 1.45 Yes, 1.46 No, 1.47 Yes, 1.48 No, 1.49 Yes, 1.50 No, 1.51 Yes, 1.52 No, 1.53 Yes, 1.54 No, 1.55 Yes, 1.56 No, 1.57 Yes, 1.58 No, 1.59 Yes, 1.60 No, 1.61 Yes, 1.62 No, 1.63 Yes, 1.64 No, 1.65 Yes, 1.66 No, 1.67 Yes, 1.68 No, 1.69 Yes, 1.70 No, 1.71 Yes, 1.72 No, 1.73 Yes, 1.74 No, 1.75 Yes, 1.76 No, 1.77 Yes, 1.78 No, 1.79 Yes, 1.80 No, 1.81 Yes, 1.82 No, 1.83 Yes, 1.84 No, 1.85 Yes, 1.86 No, 1.87 Yes, 1.88 No, 1.89 Yes, 1.90 No, 1.91 Yes, 1.92 No, 1.93 Yes, 1.94 No, 1.95 Yes, 1.96 No, 1.97 Yes, 1.98 No, 1.99 Yes, 2.00 No, 2.01 Yes, 2.02 No, 2.03 Yes, 2.04 No, 2.05 Yes, 2.06 No, 2.07 Yes, 2.08 No, 2.09 Yes, 2.10 No, 2.11 Yes, 2.12 No, 2.13 Yes, 2.14 No, 2.15 Yes, 2.16 No, 2.17 Yes, 2.18 No, 2.19 Yes, 2.20 No, 2.21 Yes, 2.22 No, 2.23 Yes, 2.24 No, 2.25 Yes, 2.26 No, 2.27 Yes, 2.28 No, 2.29 Yes, 2.30 No, 2.31 Yes, 2.32 No, 2.33 Yes, 2.34 No, 2.35 Yes, 2.36 No, 2.37 Yes, 2.38 No, 2.39 Yes, 2.40 No, 2.41 Yes, 2.42 No, 2.43 Yes, 2.44 No, 2.45 Yes, 2.46 No, 2.47 Yes, 2.48 No, 2.49 Yes, 2.50 No, 2.51 Yes, 2.52 No, 2.53 Yes, 2.54 No, 2.55 Yes, 2.56 No, 2.57 Yes, 2.58 No, 2.59 Yes, 2.60 No, 2.61 Yes, 2.62 No, 2.63 Yes, 2.64 No, 2.65 Yes, 2.66 No, 2.67 Yes, 2.68 No, 2.69 Yes, 2.70 No, 2.71 Yes, 2.72 No, 2.73 Yes, 2.74 No, 2.75 Yes, 2.76 No, 2.77 Yes, 2.78 No, 2.79 Yes, 2.80 No, 2.81 Yes, 2.82 No, 2.83 Yes, 2.84 No, 2.85 Yes, 2.86 No, 2.87 Yes, 2.88 No, 2.89 Yes, 2.90 No, 2.91 Yes, 2.92 No, 2.93 Yes, 2.94 No, 2.95 Yes, 2.96 No, 2.97 Yes, 2.98 No, 2.99 Yes, 3.00 No, 3.01 Yes, 3.02 No, 3.03 Yes, 3.04 No, 3.05 Yes, 3.06 No, 3.07 Yes, 3.08 No, 3.09 Yes, 3.10 No, 3.11 Yes, 3.12 No, 3.13 Yes, 3.14 No, 3.15 Yes, 3.16 No, 3.17 Yes, 3.18 No, 3.19 Yes, 3.20 No, 3.21 Yes, 3.22 No, 3.23 Yes, 3.24 No, 3.25 Yes, 3.26 No, 3.27 Yes, 3.28 No, 3.29 Yes, 3.30 No, 3.31 Yes, 3.32 No, 3.33 Yes, 3.34 No, 3.35 Yes, 3.36 No, 3.37 Yes, 3.38 No, 3.39 Yes, 3.40 No, 3.41 Yes, 3.42 No, 3.43 Yes, 3.44 No, 3.45 Yes, 3.46 No, 3.47 Yes, 3.48 No, 3.49 Yes, 3.50 No, 3.51 Yes, 3.52 No, 3.53 Yes, 3.54 No, 3.55 Yes, 3.56 No, 3.57 Yes, 3.58 No, 3.59 Yes, 3.60 No, 3.61 Yes, 3.62 No, 3.63 Yes, 3.64 No, 3.65 Yes, 3.66 No, 3.67 Yes, 3.68 No, 3.69 Yes, 3.70 No, 3.71 Yes, 3.72 No, 3.73 Yes, 3.74 No, 3.75 Yes, 3.76 No, 3.77 Yes, 3.78 No, 3.79 Yes, 3.80 No, 3.81 Yes, 3.82 No, 3.83 Yes, 3.84 No, 3.85 Yes, 3.86 No, 3.87 Yes, 3.88 No, 3.89 Yes, 3.90 No, 3.91 Yes, 3.92 No, 3.93 Yes, 3.94 No, 3.95 Yes, 3.96 No, 3.97 Yes, 3.98 No, 3.99 Yes, 4.00 No, 4.01 Yes, 4.02 No, 4.03 Yes, 4.04 No, 4.05 Yes, 4.06 No, 4.07 Yes, 4.08 No, 4.09 Yes, 4.10 No, 4.11 Yes, 4.12 No, 4.13 Yes, 4.14 No, 4.15 Yes, 4.16 No, 4.17 Yes, 4.18 No, 4.19 Yes, 4.20 No, 4.21 Yes, 4.22 No, 4.23 Yes, 4.24 No, 4.25 Yes, 4.26 No, 4.27 Yes, 4.28 No, 4.29 Yes, 4.30 No, 4.31 Yes, 4.32 No, 4.33 Yes, 4.34 No, 4.35 Yes, 4.36 No, 4.37 Yes, 4.38 No, 4.39 Yes, 4.40 No, 4.41 Yes, 4.42 No, 4.43 Yes, 4.44 No, 4.45 Yes, 4.46 No, 4.47 Yes, 4.48 No, 4.49 Yes, 4.50 No, 4.51 Yes, 4.52 No, 4.53 Yes, 4.54 No, 4.55 Yes, 4.56 No, 4.57 Yes, 4.58 No, 4.59 Yes, 4.60 No, 4.61 Yes, 4.62 No, 4.63 Yes, 4.64 No, 4.65 Yes, 4.66 No, 4.67 Yes, 4.68 No, 4.69 Yes, 4.70 No, 4.71 Yes, 4.72 No, 4.73 Yes, 4.74 No, 4.75 Yes, 4.76 No, 4.77 Yes, 4.78 No, 4.79 Yes, 4.80 No, 4.81 Yes, 4.82 No, 4.83 Yes, 4.84 No, 4.85 Yes, 4.86 No, 4.87 Yes, 4.88 No, 4.89 Yes, 4.90 No, 4.91 Yes, 4.92 No, 4.93 Yes, 4.94 No, 4.95 Yes, 4.96 No, 4.97 Yes, 4.98 No, 4.99 Yes, 5.00 No, 5.01 Yes, 5.02 No, 5.03 Yes, 5.04 No, 5.05 Yes, 5.06 No, 5.07 Yes, 5.08 No, 5.09 Yes, 5.10 No, 5.11 Yes, 5.12 No, 5.13 Yes, 5.14 No, 5.15 Yes, 5.16 No, 5.17 Yes, 5.18 No, 5.19 Yes, 5.20 No, 5.21 Yes, 5.22 No, 5.23 Yes, 5.24 No, 5.25 Yes, 5.26 No, 5.27 Yes, 5.28 No, 5.29 Yes, 5.30 No, 5.31 Yes, 5.32 No, 5.33 Yes, 5.34 No, 5.35 Yes, 5.36 No, 5.37 Yes, 5.38 No, 5.39 Yes, 5.40 No, 5.41 Yes, 5.42 No, 5.43 Yes, 5.44 No, 5.45 Yes, 5.46 No, 5.47 Yes, 5.48 No, 5.49 Yes, 5.50 No, 5.51 Yes, 5.52 No, 5.53 Yes, 5.54 No, 5.55 Yes, 5.56 No, 5.57 Yes, 5.58 No, 5.59 Yes, 5.60 No, 5.61 Yes, 5.62 No, 5.63 Yes, 5.64 No, 5.65 Yes, 5.66 No, 5.67 Yes, 5.68 No, 5.69 Yes, 5.70 No, 5.71 Yes, 5.72 No, 5.73 Yes, 5.74 No, 5.75 Yes, 5.76 No, 5.77 Yes, 5.78 No, 5.79 Yes, 5.80 No, 5.81 Yes, 5.82 No, 5.83 Yes, 5.84 No, 5.85 Yes, 5.86 No, 5.87 Yes, 5.88 No, 5.89 Yes, 5.90 No, 5.91 Yes, 5.92 No, 5.93 Yes, 5.94 No, 5.95 Yes, 5.96 No, 5.97 Yes, 5.98 No, 5.99 Yes, 6.00 No, 6.01 Yes, 6.02 No, 6.03 Yes, 6.04 No, 6.05 Yes, 6.06 No, 6.07 Yes, 6.08 No, 6.09 Yes, 6.10 No, 6.11 Yes, 6.12 No, 6.13 Yes, 6.14 No, 6.15 Yes, 6.16 No, 6.17 Yes, 6.18 No, 6.19 Yes, 6.20 No, 6.21 Yes, 6.22 No, 6.23 Yes, 6.24 No, 6.25 Yes, 6.26 No, 6.27 Yes, 6.28 No, 6.29 Yes, 6.30 No, 6.31 Yes, 6.32 No, 6.33 Yes, 6.34 No, 6.35 Yes, 6.36 No, 6.37 Yes, 6.38 No, 6.39 Yes, 6.40 No, 6.41 Yes, 6.42 No, 6.43 Yes, 6.44 No, 6.45 Yes, 6.46 No, 6.47 Yes, 6.48 No, 6.49 Yes, 6.			

Safety Posters

Public Risk Underwriters Safety and Risk Management currently has 12 different safety posters available to Preferred members. Each poster is constructed of heavy duty glossy finish paper and measures 17"x 22". These posters may be ordered as a set, or ordered per each title. Currently, the following poster titles are available:



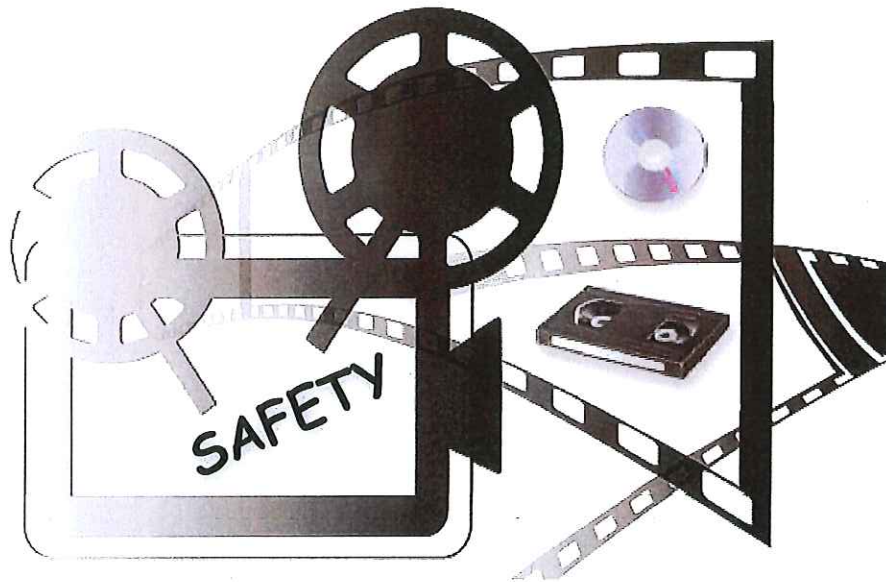
If you would like further details on this valuable resource tool, please contact Michael Stephens, Senior Loss Control Specialist at email: mstephens@publicrisk.com or phone: (321) 832-1658.

Safety Video Library

Public Risk Underwriters Safety and Risk Management has a vast library of safety training videos available. Here is just an example of the safety topics covered:

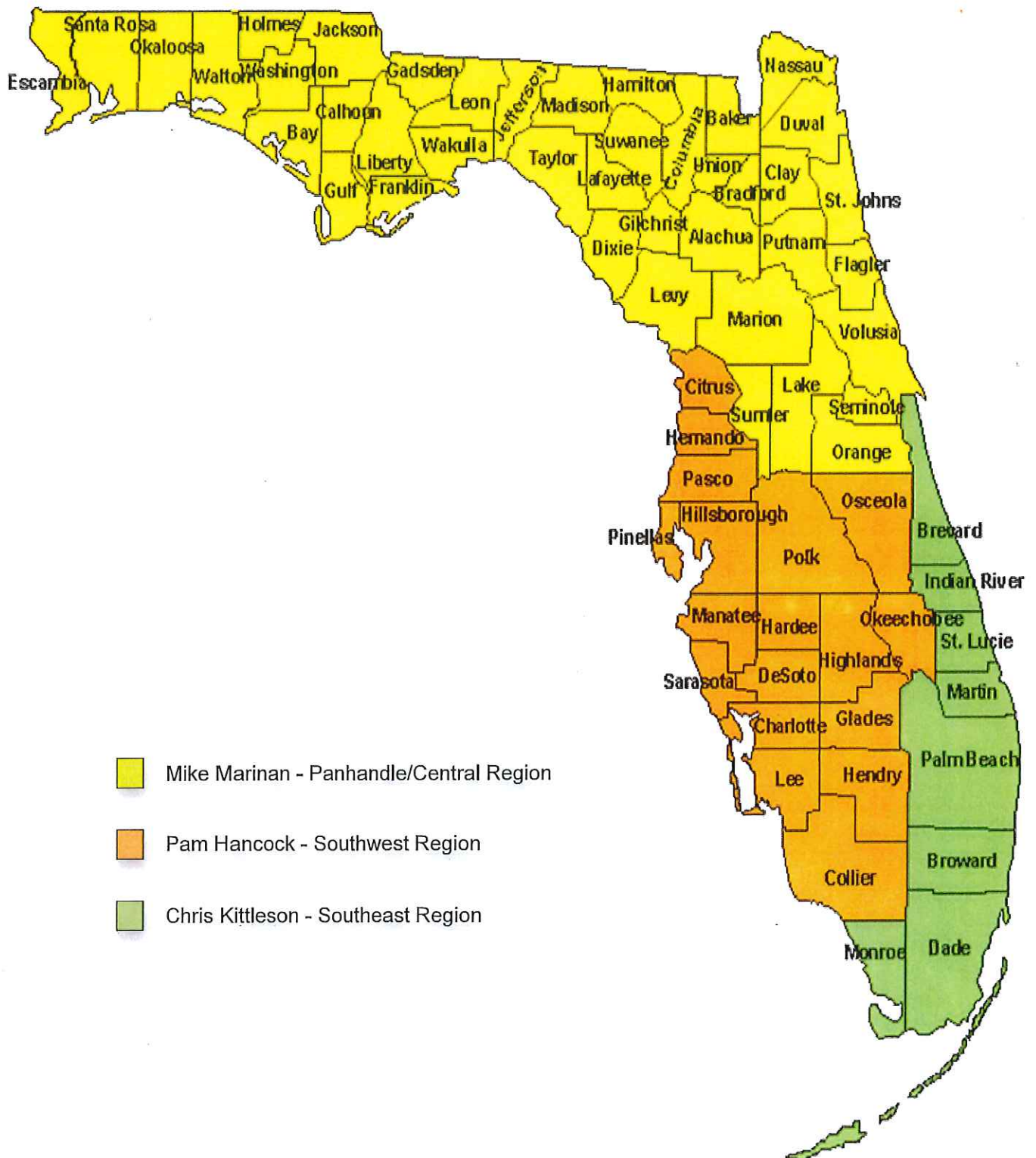
Safe Work Practices
General Office Safety
Back Injury Prevention / Safe Lifting
Chemical Safety
Safety in the Maintenance Department
Fire Extinguisher Training and Use
Commercial Lawn Mower Safety
Chain Saw Safety
Landscape Maintenance
Heat Stress
Respirator Selection and Use

Bloodborne Pathogens
Emergency Preparedness at Work
Tree Trimming Safety
Personal Protective Equipment
Hand and Power Tool Safety
Ladder Safety
Office and Computer Ergonomics
Fire Extinguisher Safety
Confined Space Entry
Trenching and Shoring
High Voltage and Electrical Safety



If you would like further details on this valuable resource tool, please contact Michael Stephens, Senior Loss Control Specialist at email: mstephens@publicrisk.com or phone: (321) 832-1658.

Public Risk Underwriters of Florida Safety and Risk Management Service Regions



Safety and Risk Management Departmental Contacts and Bios

It is of paramount importance that the level of service that we provide meets the expectations of our clients. We take a pro-active approach to servicing our accounts and encourage you to contact us with your thoughts and input.

Mike Marinan - Director of Member Services

Phone: (321) 832-1473

Cell: (407) 725-6858

Email: mmarinan@publicrisk.com

Mike has a degree in Industrial Safety Engineering and over 35 years experience in the Safety and Risk Management field. He has been employed by Public Risk Underwriters of Florida, Inc. for almost 16 years. He holds an RMPE designation, holds a General Lines 220 and 218 licenses, and is an active member of ASSE and numerous related Safety and Health organizations. He was a Governor appointee to the Task Force on Workplace Safety.

Pam Hancock - Senior Safety & Risk Management Consultant

Cell: (321) 960-3432

Email: phancock@publicrisk.com

Pam has worked in the insurance field for the last 21 years of her career. The last 10 years with Public Risk Underwriters of Florida, Inc. Her experience includes working in Program Development, Marketing, Training and Liaison between Members and Underwriting and Claims and of course Risk Management. She has completed the 10 hour OSHA Outreach Training course in General Industry Safety and Health, and most recently completed Fundamentals of Employment Law with State College of Florida. Her educational background is in Business and Computer Programming. Pamela has a true passion for working with members and helping them to accomplish their goals.

Chris Kittleson - Director of Loss Control Technical Services

Cell: (321) 525-0353

Email: ckittleson@publicrisk.com

Christopher H. Kittleson joined Public Risk Underwriters of Florida, Inc. in 2010 and provides Loss Control services for the southern Florida region. With over 20 years of safety & health consulting experience Chris has developed industry expertise in the areas of Construction, Manufacturing and USI&H as well as safety programming expertise in the areas of Safety Program Development, Return to Work Programs, Regulatory Compliance, Accident Investigation and Safety Training. Prior to working in the Insurance industry Chris' career was with IBM where he held various Engineering positions. Chris graduated Cum Laude from St. Cloud State University, St. Cloud, MN with a Bachelors of Science in Engineering Technology, has earned his Associate in Risk Management (ARM) and Certified Playground Safety Inspector (CPSI) designations, is a Professional Member of the American Society of Safety Engineers (ASSE) and was awarded the 2013 Safety Professional of the Year Award by the South Florida Chapter of ASSE.

Mike Stephens - Senior Loss Control Specialist

Phone: (321) 832-1658

Email: mstephens@publicrisk.com

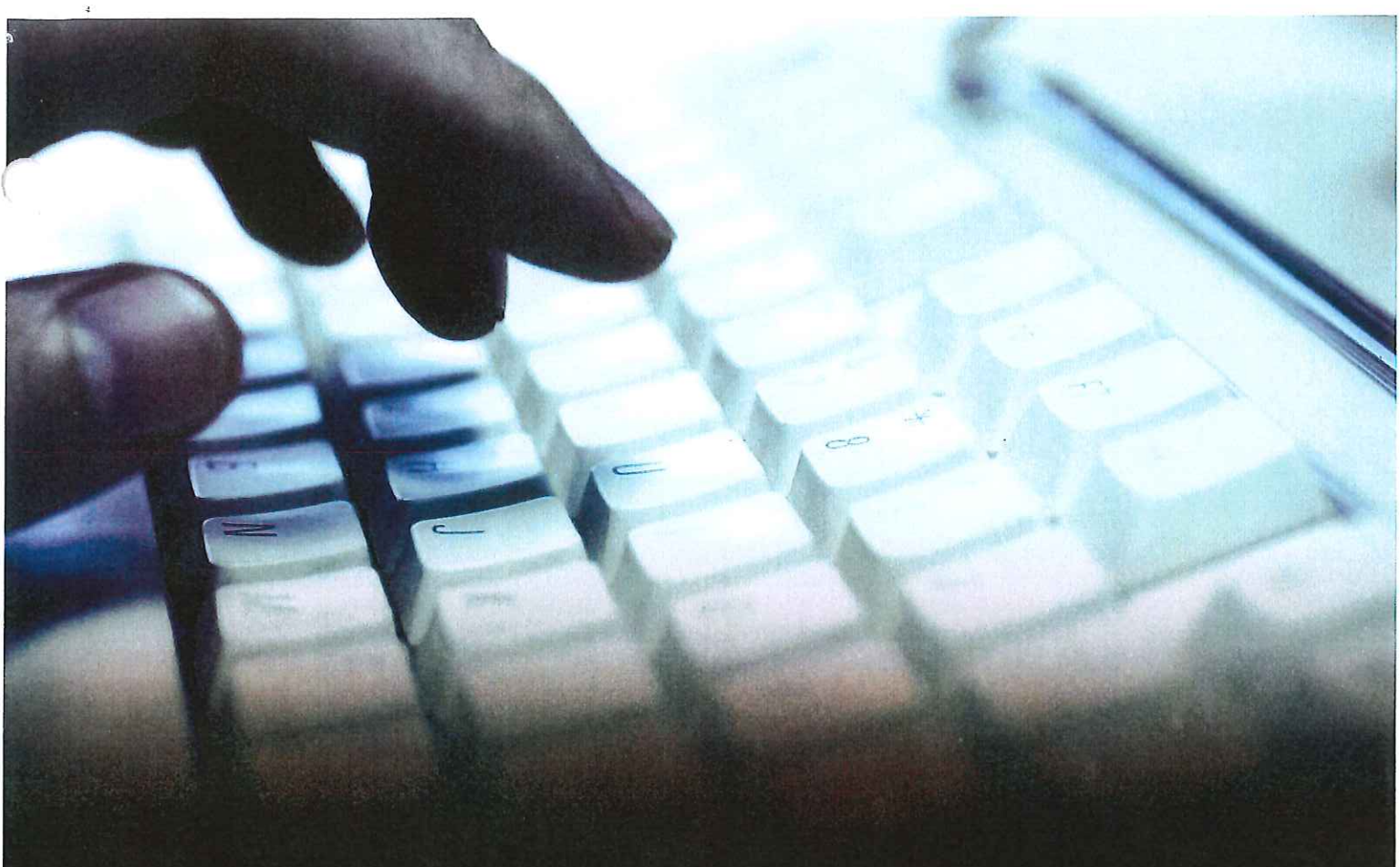
Mike has worked with Public Risk Underwriters of Florida, Inc. for the last 14 years. Prior to working with Preferred Mike worked within the health insurance industry. Mike has completed the OSHA #501 Trainer Course in Occupational Safety and Health Standards for General Industry and has attained certification as a Safety Auditor through The National Association of Safety Professionals. Mike's safety awareness and resourcefulness are what make him an essential part of the Safety & Risk Management team.



Public
Risk
Underwriters of Florida



Insurance Solutions for Public Entities



TARGETSOLUTIONS

ONLINE COURSE CATALOG

Preferred[®]
PGIT GOVERNMENTAL
INSURANCE TRUST

UPDATED JANUARY 2018



TargetSolutions delivers employee training
that helps public entities mitigate risk,
reduce claims and save money.

ONLINE COURSE CATALOG :: TABLE OF CONTENTS

Welcome to TargetSolutions' course catalog. This document lists courses offered for members of Preferred through the TargetSolutions platform. If you have any questions, please contact us at (800) 840-8048.

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NFPA 1001 COURSES..... 4

NFPA 1500 COURSES..... 4

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HUMAN RESOURCES 5

EMPLOYMENT PRACTICES FOR SUPERVISORS 5

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COMPLIANCE..... 7

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FIRE & EMERGENCY MEDICAL SERVICES

TargetSolutions' course catalog delivers more than 250 hours of recertification courses for emergency responders.

Firefighter courses are based on the NFPA codes and standards, including NFPA 1001, 1021 and the 1500 Series. Courses also cover wildland fire, response to terrorism and much more. EMS courses allow first responders, EMT-Basics, EMT-Intermediates and EMT-Paramedics to complete their continuing education requirements in an engaging and easy-to-use format.

EMS CONTINUING EDUCATION

- EMS Back Injury Prevention
- EMS Common Infectious Pathogens
- EMS Confined-Space Entry
- EMS Diet & Nutrition
- EMS Driving Safety
- EMS Emergency Response to Terrorism (Modules 1-4)
- EMS Hazard Communication
- EMS Health & Wellness
- EMS Heat Illness and Emergencies
- EMS Infectious Disease Control
- EMS Workplace Stress

NFPA 1001 COURSES

- NFPA 1001 Firefighter Personal Protective Equipment
- NFPA 1001 Portable Extinguishers

NFPA 1500 COURSES

- NFPA 1500 Advanced HAZWOPER Awareness (Modules 1-4)
- NFPA 1500 Bloodborne Pathogens Safety
- NFPA 1500 Combustible & Flammable Liquids
- NFPA 1500 Compressed Gas Safety
- NFPA 1500 Confined Space Entry
- NFPA 1500 CPR Academic
- NFPA 1500 Driving Safety
- NFPA 1500 Hazard Communication
- NFPA 1500 HAZMAT Spill Prevention & Control
- NFPA 1500 HAZMAT Transportation
- NFPA 1500 Laboratory Safety
- NFPA 1500 Materials Handling, Storage, Use & Disposal
- NFPA 1500 Personal Protective Equipment
- NFPA 1500 Respiratory Protection
- NFPA 1500 Welding Safety

HUMAN RESOURCES

TargetSolutions' Human Resources courses are designed to supplement the course catalog by providing training that is relevant and essential to all employees. Courses covering Employment Practices for Supervisors cover issues encountered in the workplace for individuals tasked with making employment decisions, including issues of harassment, hiring and termination, discrimination, evaluation and documentation.

HUMAN RESOURCES

- Alcohol-Free Workplace
- Business Ethics: Quick Refresh
- Computer Security Awareness
- Customer Service
- Drug-Free Workplace
- Ethics in the Workplace
- General HIPAA Awareness
- General Office Ergonomics
- Health & Wellness
- Office Safety
- Red Flag Rules (Identity Theft Protection)
- Sexual Harassment Awareness
- Workplace Diversity
- Workplace Stress
- Workplace Violence

EMPLOYMENT PRACTICES FOR SUPERVISORS

- Anger, Violence, and Conflict in the Workplace
- Dealing with Issues of Alcohol and Substance Abuse
- Discipline and Termination
- Employment Practices Overview
- Hiring Practices
- Interviewing and Hiring
- Interviewing Skills for Managers: Conducting an Interview
- Performance Management
- Preventing Discrimination in the Workplace
- Reasonable Suspicion of Alcohol for Supervisors
- Reasonable Suspicion of Drugs for Supervisors
- Understanding Employee Leave
- Motor Vehicle Incident Investigation for Supervisors
- Motor Vehicle Personnel Selection for Supervisors
- Motor Vehicle Safety Overview for Supervisors
- Sexual Harassment Awareness for Supervisors
- Successful Hiring
- Successful Termination

MOTOR VEHICLE SAFETY

TargetSolutions' Online Driver Training & Compliance Program offers organizations a solution to reduce motor vehicle losses. Driver curriculum is designed to change unsafe driving behavior and reinforce critical safe-driving concepts. Courses have been tailored to meet the varied needs of drivers of automobiles, large trucks and passenger vans. Supervisor curriculum is designed to provide supervisors with the training necessary to maintain a staff of safe and capable drivers. Driver training courses and curriculum for supervisors are available.

DRIVER TRAINING

- Fleet Program Accidents and Emergencies
- Fleet Program Adjusting to Changing Conditions
- Fleet Program Aggressive Driving
- Fleet Program Dangers of Speeding
- Fleet Program Defensive Driving Strategies
- Fleet Program Distracted Driving
- Fleet Program Driver Safety Orientation
- Fleet Program Expressway and Highway Driving
- Fleet Program Impaired Driving
- Fleet Program Intersection Safety
- Fleet Program Passenger Van Safety
- Fleet Program Safe Backing
- Fleet Program Seat Belt & Airbag Safety
- Fleet Program Securing Materials for Transportation
- Fleet Program Sharing the Road
- Fleet Program Vehicle Inspection and Maintenance
- Fleet Program Vehicle Safety and Security

LARGE VEHICLE DRIVER TRAINING

- Fleet Program Accidents & Emergencies for Large Vehicle Operators
- Fleet Program Adjusting to Changing Conditions for Large Vehicle Operators
- Fleet Program Aggressive Driving for Large Vehicle Drivers
- Fleet Program Dangers of Speeding for Large Vehicle Drivers
- Fleet Program Defensive Driving Strategies for Large Vehicle Drivers
- Fleet Program Distracted Driving for Large Vehicle Drivers
- Fleet Program Driver Safety Orientation for Large Vehicle Drivers
- Fleet Program Impaired Driving for Large Vehicle Drivers
- Fleet Program Intersection Safety for Large Vehicle Drivers
- Fleet Program Large Vehicle Characteristics
- Fleet Program Safe Backing for Large Vehicle Drivers
- Fleet Program Seat Belt & Airbag Safety for Large Vehicle Drivers
- Fleet Program Securing Materials for Transportation for Large Vehicle Drivers
- Fleet Program Sharing the Road for Large Vehicle Drivers

- Fleet Program Vehicle Inspection and Maintenance for Large Vehicle Drivers
- Fleet Program Vehicle Safety and Security for Large Vehicle Driver

EMERGENCY VEHICLE OPERATOR TRAINING

- Fire Industry Driver Intersection Safety
- Fire Industry Driver Operator
- Fleet Program Accidents and Emergencies for Emergency Vehicle Operators
- Fleet Program Adjusting to Changing Conditions for Emergency Vehicle Operators
- Fleet Program Dangers of Speeding for Emergency Vehicle Operators
- Fleet Program Defensive Driving Strategies for Emergency Vehicle Operators
- Fleet Program Distracted Driving for Emergency Vehicle Operators
- Fleet Program Driver Safety Orientation for Emergency Vehicle Operators
- Fleet Program Emergency Vehicle Characteristics
- Fleet Program Emergency Vehicle Operations
- Fleet Program Impaired Driving for Emergency Vehicle Operators
- Fleet Program Intersection Safety for Emergency Vehicle Operators
- Fleet Program Legal Considerations for Emergency Vehicle Operators
- Fleet Program Safe Backing for Emergency Vehicle Operators
- Fleet Program Seat Belt & Airbag Safety for Emergency Vehicle Operators
- Fleet Program Securing Materials for Transportation for Emergency Vehicle Operators
- Fleet Program Vehicle Inspection and Maintenance for Emergency Vehicle Operators
- Fleet Program Vehicle Safety and Security for Emergency Vehicle Operators

SUPERVISOR TRAINING

- Motor Vehicle Incident Investigation for Supervisors
- Motor Vehicle Safety Overview for Supervisors
- Motor Vehicle Personnel Selection for Supervisors

OSHA & COMPLIANCE

TargetSolutions' online courses can be used to help comply with OSHA and other federal and state regulatory agency training mandates. Complete all of your required compliance training courses online, eliminating the logistic issues inherent in traditional training methods

OCCUPATIONAL HEALTH & SAFETY

- Advanced Construction Safety (Modules 1-4)
- Advanced HAZWOPER Awareness (Modules 1-4)
- Aerosol Transmissible Diseases
- Alcohol-Free Workplace
- Asbestos Awareness
- Back Injury Prevention
- Bloodborne Pathogens Safety
- Building Evacuation and Emergencies
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined-Space Entry
- CPR Academic
- Diet & Nutrition
- Disaster Preparedness
- Driving Safety
- Drug-Free Workplace
- Electrical Safety
- Emergency Action Plans
- Ergonomics in the Workplace
- Eye Safety
- Fall Protection
- Fire Extinguisher Safety
- Fire Prevention Safety
- First Responder Operations Level Refresher (1-4)
- Forklift Safety
- General Construction Safety
- General First Aid Part 1
- General First Aid Part 2
- General Office Ergonomics
- Hand & Power Tool Safety
- Hazard Communication
- Hazardous Materials
- HAZMAT Spill Prevention & Control
- HAZMAT Transportation
- Health & Wellness
- Hearing Conservation
- HIV/AIDS Awareness
- Incident Investigation
- Indoor Air Quality
- Industrial Ergonomics
- Introduction to Industrial Hygiene
- Introduction to OSHA
- Laboratory Safety
- Ladder & Scaffolding Safety
- Laser Safety
- Lead Awareness
- Lock-Out / Tag-Out
- Machine Guarding

- Office Safety
- Personal Protective Equipment
- Radiation Safety
- Respiratory Protection
- RedVector – Confined Spaces
- RedVector – Fall Protection
- RedVector – Hazard Communication
- RedVector – Hearing Conservation
- RedVector – Walking and Working Surfaces
- RedVector – Ladder Safety
- RedVector – Lead Safety Awareness
- RedVector – Legionella Prevention and Control
- RedVector – Incident Reporting and Investigation
- RedVector – Crystalline Silica: Understanding the Hazards
- RedVector – Eye and Face Protection
- RedVector – Powered Industrial Trucks
- RedVector – EHS Regulatory Overview
- RedVector – Hand Safety
- RedVector – Lockout/Tagout
- RedVector – Electrical and Arc Flash Hazards
- RedVector – Hazmat Transportation Safety Awareness
- RedVector – Triethylaluminum Safety Awareness
- RedVector – Hydrogen Sulfide Safety
- RedVector – Ethylene Oxide Safety
- RedVector – Combustible Dust - Things That Go Boom
- RedVector – Arc Flash Hazard Analysis
- RedVector – Exit Routes, Emergency Action Plans & Fire Prevention Plans
- RedVector – Personal Protective Equipment Selection and Proper Usage
- RedVector – Flammable and Combustible Liquids
- RedVector – Safety: Basics
- RedVector – Bloodborne Pathogens
- RedVector – General Recording Criteria
- RedVector – Introduction to Powered Industrial Trucks
- RedVector – Stairways and Ladders
- RedVector – Back Safety: Protection and Treatment Basics
- RedVector – Personal Protective Equipment
- RedVector – Fatal Accidents & Prevention
- RedVector – Preventing and Investigating Accidents
- Risk Assessment Analysis
- Safety and Health Programs
- Slips, Trips, & Falls Prevention
- Trenching & Shoring
- Welding Safety
- Working in Extreme Temperatures
- Workplace Stress
- Workplace Violence

COMPLIANCE

- ADA Compliance in Business
- Cal/OSHA Log 300
- Federal Acquisition Regulation Overview 3.10
- General HIPAA Awareness
- Sexual Harassment Awareness
- Sexual Harassment Prevention: Quick Refresh
- Workplace Diversity

SCHOOL DISTRICTS

TargetSolutions offers a comprehensive catalog of online courses for school district employees. Courses are designed to enhance knowledge and ensure safety in scholastic environments, covering a wide range of topics for principals, teachers, supervisors, librarians, custodians, food service employees and school security personnel. Courses cover the following categories: Emergency Operations Management, Environmental, Health, Human Resources, Library Services, Nutrition Service, School Safety & Behavioral and Transportation.

DRIVER TRAINING

- Adjusting to Changing Driving Conditions (EDU)
- Defensive Driving Strategies (EDU)
- Distracted Driving (EDU)
- Driver Safety Orientation (EDU)
- Driving Accidents & Emergencies (EDU)
- Large Vehicle Characteristics (EDU)
- Passenger Van Safety (EDU)

FOOD SERVICE

- Food Safety, Foodborne Illness & Kitchen Sanitation (EDU)
- Food Service General Safety (EDU)
- Food Services Proper Lifting (EDU)
- School Meal Compliance (EDU)

HUMAN RESOURCES

- Child Abuse: Mandated Reporter Training
- Ethics in the Workplace (EDU)
- Introduction to Understanding the Rights of LGBT Students (EDU)
- Maintaining Professional Staff/Student Boundaries (EDU)
- Sexual Harassment Awareness (EDU)
- Workplace Diversity (EDU)

OSHA, COMPLIANCE & SAFETY

- Aerosol Transmissible Diseases (EDU)
- Avoiding Slips, Trips, and Falls (EDU)
- Bloodborne Pathogens Safety (EDU)
- Breaking Up Student Fights (EDU)
- Computer Security Awareness (EDU)
- Crossing Guard Safety (EDU)
- Electrical Safety (EDU)
- FERPA: Protecting Student Privacy (EDU)
- Fire Extinguisher Safety (EDU)
- Fire Prevention Safety (EDU)
- General First Aid Part 1 (EDU)
- General First Aid Part 2 (EDU)
- General Office Ergonomics (EDU)
- Hazmat Spill Prevention & Control (EDU)
- Hearing Conservation (EDU)
- Incident Investigation (EDU)

- Lead Awareness (EDU)
- Personal Protective Equipment (EDU)
- Playground Safety (EDU)
- Playground Supervision (EDU)
- Proper Lifting (EDU)
- Proper Lifting Library Operations (EDU)
- Proper Use of Seclusion and Restraint (EDU)
- Principal's Recognition of Hazards on a School Campus
- Respiratory Protection (EDU)
- School Bullying (EDU)
- School Bus Behavior and Discipline (EDU)
- School Shooting Awareness
- School Violence and Weapons (EDU)
- Student Concussions (EDU)
- Working in Extreme Temperatures (EDU)
- Workplace Violence (EDU)
- Youth Suicide: Awareness & Prevention (EDU)

SPANISH

TargetSolutions offers online training courses in Spanish. Courses cover the following categories: Driver Training, Environmental Awareness, General Safety, Human Resources and Occupational Health. If you would like more information about TargetSolutions' Spanish library, please contact us today.

DRIVER TRAINING

- Accidents & Emergencies (Spanish)
- Adjusting to Changing Conditions (Spanish)
- Aggressive Driving (Spanish)
- Dangers of Speeding (Spanish)
- Defensive Driving Strategies (Spanish)
- Distracted Driving (Spanish)
- Driving Safety (Spanish)
- Expressway and Highway Driving (Spanish)
- Impaired Driving (Spanish)
- Incident Investigation (Spanish)
- Intersection Safety (Spanish)
- Large Vehicle Characteristics (Spanish)
- Safe Backing (Spanish)
- Seat Belt & Airbag Safety (Spanish)
- Securing Materials for Transportation (Spanish)
- Sharing the Road (Spanish)
- Vehicle Inspection and Maintenance (Spanish)
- Vehicle Safety and Security (Spanish)

OCCUPATIONAL HEALTH & SAFETY

- Advanced HAZWOPER Awareness (Spanish)
(Modules 1-4)
- Asbestos Awareness (Spanish)
- Back Injury Prevention (Spanish)
- Bloodborne Pathogens Safety (Spanish)
- Combustible & Flammable Liquids (Spanish)
- Compressed Gas Safety (Spanish)
- Confined-Space Entry (Spanish)
- CPR Academic (Spanish)
- Diet & Nutrition (Spanish)
- Disaster Preparedness (Spanish)
- Electrical Safety (Spanish)
- Eye Safety (Spanish)
- Fall Protection (Spanish)
- Fire Extinguisher Safety (Spanish)
- Fire Prevention Safety (Spanish)
- Forklift Safety (Spanish)
- General Construction Safety (Spanish)
- General First Aid (Spanish)
- General Office Ergonomics (Spanish)
- Hand & Power Tool Safety (Spanish)
- Hazard Communication (Spanish)
- Hazmat Spill Prevention & Control (Spanish)
- Hazmat Transportation (Spanish)
- Health & Wellness (Spanish)
- Hearing Conservation (Spanish)
- Indoor Air Quality (Spanish)

- Industrial Ergonomics (Spanish)
- Laboratory Safety (Spanish)
- Ladder & Scaffolding Safety (Spanish)
- Laser Safety (Spanish)
- Lead Awareness (Spanish)
- Lock-Out / Tag-Out (Spanish)
- Machine Guarding (Spanish)
- Materials Handling, Storage, Use, & Disposal (Spanish)
- Office Safety (Spanish)
- Personal Protective Equipment (Spanish)
- Radiation Safety (Spanish)
- Respiratory Protection (Spanish)
- Risk Assessment Analysis (Spanish)
- Slips, Trips, & Falls Prevention (Spanish)
- Trenching & Shoring (Spanish)
- Welding Safety (Spanish)
- Working in Extreme Temperatures (Spanish)
- Workplace Stress (Spanish)
- Workplace Violence (Spanish)

HUMAN RESOURCES

- Alcohol-Free Workplace (Spanish)
- Drug-Free Workplace (Spanish)
- Incident Investigation (Spanish)
- Sexual Harassment Awareness (Spanish)
- Workplace Diversity (Spanish)

BUSINESS SKILLS

COMMUNICATION

- Better Business Writing
- Business Communication Fundamentals
- Effective Presentation Skills
- Email Etiquette
- Giving Feedback that Gets Results
- Powerful Presentations
- Successful Negotiation
- The Art of Negotiation

Communicating Up

- Communicating to Your Manager
- Your Manager's Communication Style
- Your Path to Communicating Up
- Mastering Communicating Up
- Communicating Up Health Check

CONFLICT RESOLUTION

- Conflict Resolution

Resolving Conflicts

- Characterizing Conflict
- Know Your Conflict Behavior
- Identifying Conflict Behaviors
- Your Path to Resolving Conflicts
- Mastering Resolving Conflicts
- Resolving Conflicts Health Check

GENERAL

- An Entrepreneur's Guide to Networking
- Business Dining Etiquette
- Company Layoffs and Downsizing
- Critical Thinking and Problem Solving
- Discrimination Prevention
- Energy Management: Exercise, and Safety
- Everyone is a Leader
- Facilitating Meetings and Groups
- Get SMARTER with Goals
- Healthy Practices: Nutrition, Exercise, and Safety
- Interviewing Skills for Employees
- It's my Job! Career Growth
- Making Humor Work at Work
- Managing Stress at Work
- Managing Up: Strengthening Relationships
- Meetings That Get Results
- The Change Process
- The Power of One - Taking Accountability
- The Power of Vision
- Work Life Balance

Business Execution

- Execution Strategies
- Inspiring Excellence
- Turning Ideas into Actions

Improving Work Habits

- Performance Issue or Poor Work Habit?
- Describing the Work Habit
- Keep Ownership with the Team Member
- Empathizing
- Your Path to Improving Work Habits
- Mastering Improving Work Habits
- Improving Work Habits Health Check

Supporting Change

- The 3 Phases of Change
- Reactions to Change
- Your Path to Supporting Change
- Mastering Supporting Change
- Supporting Change Health Check

LEADERSHIP

- A Leaders Guide to Decision Making
- Advanced Management Skills
- An Effective Leader's Guide to Time Management
- Building Leadership Capability
- Creating a Code of Conduct
- Effective Delegation Overview
- Lead with Strengths
- Mentoring that Matters
- Negativity in the Workplace
- Transition to Leadership

Basics of Leadership

- Leadership Challenges
- Knowledge Management
- Elements of Change
- Leadership Dynamics

Communication Essentials

- Empowering Leadership
- Craft Clear and Concise Messages
- Team Member Messages
- Listening
- Nonverbal Behavior
- Impactful Feedback
- Mastering Essential Skills of Communicating

Effective Delegation

- What to Delegate
- Issues in Delegating
- Your Path to Delegating
- Mastering Delegating
- Delegating Health Check

Leadership Essentials

- The Work of Leaders
- Focus on Behavior
- Enhance Self-Esteem
- Encourage Participation
- Lead Effective Meetings

- Mastering Essential Skills of Leadership
- Essential Skills of Leadership Health Check

MANAGING PEOPLE

- Appraising Performance
- Coaching with Confidence
- Developing Your Leadership Style
- Employee Discipline
- Fundamentals of Business Crisis Management
- Internet and Computer Policy
- Managing Contractors and Temporary Employees
- Managing Technical Professionals
- Motivating Employees
- Rewarding Peak Performers

Coaching Job Skills

- Determining Training or Coaching
- Your Path to Training New Skills
- Your Path to Coaching Existing Skills
- Mastering Training New Skills
- Mastering Coaching Existing Skills
- Health Check

Developing Performance Goals & Standards

- The Value of Planning
- Creating Performance Standards
- Corporate Culture Changes
- Keeping Employees Energized
- Your Path to Developing Performance Goals and Standards
- Mastering Developing Performance Goals and Standards
- Developing Performance Goals and Standards Health Check

Effective Discipline

- Taking Disciplinary Action
- The Disciplinary Process and Documentation
- Responding to Team Member Reactions
- Your Path to Effective Discipline
- Mastering Effective Discipline
- Effective Discipline Health Check

IT Pro to Manager

- Managing the Development of Technical Professionals
- Successful Communication and Process Management Skills
- Developing Leadership and Transitioning into Management

Management 101

- Introduction to Management
- Leading and Communicating as a Manager
- Making an Impact as a Manager
- Taking Control as a Manager

Managing Complaints

- The Difficulties of Managing Complaints
- Handling Complaints Using Active Listening
- Your Path to Managing Complaints

- Mastering Managing Complaints
- Managing Complaints Health Check

Multigeneration Management

- Workforce Generations
- Leading Silents and Boomers
- Multi-Generational Leadership (GenX and Next)
- Cross-Generational Teams
- Developing Generations

Performance Management

- Preventing Problems
- Identifying Problems and Causes
- Feedback and Counseling
- Disciplining Problem Performance

Providing Performance Feedback

- The Power of Performance Feedback
- Providing Verbal Performance Feedback
- Providing Written Performance Feedback
- Your Path to Providing Performance Feedback
- Mastering Providing Performance Feedback
- Providing Performance Feedback Health Check

OFFICE PRODUCTIVITY

GOOGLE

Docs

- Getting Started, Fundamentals, Formatting & Customization
- Working with Tables, Proofing, Navigation Techniques & Distribution

Presentations

- Getting Started, Fundamentals, Formatting Text & Drawing Options
- Media and Tables, Animating Slides, Collaboration and Distribution

Spreadsheets

- Getting Started, Fundamentals and Beyond the Basics
- Enhancing, Organization, Optimization & Distribution

MICROSOFT

Access 2013

- Working with Databases
- Creating, Modifying, and Managing Tables
- Working with Forms
- Working with Queries
- Sharing and Protecting Your Data

Outlook 2013

- Getting Started
- Message and Contact Management
- Time and Task Management

PowerPoint 2007

- Introduction, Navigation, Themes, Text, Slide Masters

PowerPoint 2013

- The Basics of Word
- Customizing Presentations

Windows 8

- An Introduction to Windows 8

Word 2013

- The Basics
- Formatting
- Advanced Options

PROJECT MANAGEMENT

AGILE

- Series Overview
- Traditional vs. Agile Project Management
- Manifesto Principles 1 - 6
- Manifesto Principles 7-12
- Scrum and XP Methods
- Other Agile Methods
- Value Driven Development
- Prioritization and Risk Management
- Planning Agile Projects
- Estimation
- Managing Projects
- Adaptive Planning and Design
- Soft Skills and Leadership
- Team Formation and Boosting Team Performance
- Stakeholder Engagement
- Communication in Projects
- Problem Detection, Metrics, and Resolution
- Quality and Earned Value Management
- Continual Improvement
- PMI Code of Conduct
- PMI Agile Certified Practitioner (PMI-ACP)® Exam Prep
- Test Me - PMI Agile Certified Practitioner Exam (PMI-ACP)®

TRADITIONAL

- Project Management Overview
- Managing Projects within Organizations
- Process Groups
- Execution, Monitoring and Controlling
- Project Change Control and Closure
- Initiation Basics, Developing a Project Charter and Plan
- Collecting Requirements and Defining Scope
- Monitor and Control Project Scope
- Defining and Sequencing Project Activities
- Developing and Controlling the Project Schedule
- Estimating Activity Resources and Durations
- Controlling Costs
- Estimating & Budgeting Project Costs
- Project Quality Planning
- Quality Assurance and Cost Control
- Managing Projects for Human Resources
- Planning Projects for Human Resources
- Processes for Managing Project Communications
- Stakeholders and the Communication Management Plan
- Identifying Project Risks
- Performing Risk Analysis
- Risk Management Planning
- Risk Response, Monitor and Control
- Managing Procurement During Your Project

- Planning Procurement for Your Project
- Stakeholder Identification and Planning
- Project Stakeholder Engagement and Communication
- PMI® Certification Requirements
- Test Me - Project Management Professional (PMP)®
- Project Management Professional (PMP)® 2016 Exam Updates

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CONSTRUCTION

Bucket Truck Safety (26 min.)

DM-24516

Performing job duties in, around, and with the use of bucket trucks, could lead to possible injury to operators, vehicle repair/replacement, and even higher insurance premiums. This program covers proper bucket truck safety principles that promote safety on the job as well as reduce the chance of accidents and injuries.

Confined Spaces: Entry Team Training – Construction Activities (27 min.)

DM-39448

DM-47367 SPANISH

Addresses initial and refresher training requirements for the core members of an entry team (authorized entrants, attendants, and entry supervisors). Explains how to recognize the signs, symptoms, and characteristic effects of exposure to confined space hazards. Covers precautions that must be taken before a confined space is entered. Covers how to recognize and avoid unsafe conditions. Describes proper use of required protective and emergency equipment. Defines the role of the emergency rescue team.

Construction Safety Basics: In Case of an Emergency (14 min.)

DM-51073

DM-51072 SPANISH

Describes appropriate actions to take in the event of an emergency. Covers emergency action plans, first aid/emergency response, bloodborne pathogens, HAZWOPER, workplace violence, and medical records.

Construction Safety Basics: Safe Use of Equipment (17 min.)

DM-51075

DM-51074 SPANISH

Covers how to recognize hazards associated with using tools and equipment, and identifies safe ways to operate them. Covers hand and power tools; stairways and ladders; scaffolds, aerial lifts and scissor lifts; heavy equipment; and lockout/tagout.

Construction Safety Basics: Work Environment (24 min.)

DM-50052

DM-50053 SPANISH

Designed to encourage good safety habits and provide an introduction to various engineering controls that can be used to create a safe work environment. Specifically covers health hazards; hazcom; safety signs/tags; electrical safety; fire safety; confined spaces; hot work; trenching and excavations; work zones and flaggers; and temperature extremes.

Construction Safety Basics: Work Practices (17 min.)

DM-50050

DM-50051 SPANISH

Covers safe work practices and procedures that can help employees protect themselves and others around them. Topics include wellness; back safety; material handling; fall protection; and personal protective equipment.

Crystalline Silica for Construction Employees (13 min.)

DM-52035

This program outlines workplace tasks that could result in exposure to crystalline silica; identifies health hazards caused by exposure to crystalline silica; explains various methods of communicating crystalline silica hazards: labels, safety data sheets, and signs; covers how employees can apply exposure control measures to protect themselves from the effects of crystalline silica dust; discusses the role a competent person plays in crystalline silica exposure control; and explains the purpose of OSHA's required medical surveillance program.

NEW

Crystalline Silica for Construction Employers (15 min.)**DM-52034**

This program is designed to educate employers on how to protect workers from the dangers of crystalline silica dust. Specifically, it covers 29 CFR 1926.1153, OSHA's Respirable Crystalline Silica Rule for Construction. Employers will learn how to recognize workplace tasks that could result in exposure to crystalline silica; identify health hazards caused by exposure to crystalline silica; recall the various methods of communicating crystalline silica hazards: labels, safety data sheets, and signs; apply exposure control measures to protect workers from the effects of crystalline silica dust; discuss the role a competent person plays in exposure control; and explain the purpose of OSHA's required medical surveillance program.

NEW

Fall Protection for Construction (17 min.)**DM-52441****DM-52440 SPANISH**

This program explains potential fall hazards on the jobsite and describes appropriate ways to eliminate and prevent them; identifies various forms of fall protection and scenarios when each would be appropriate; and covers how to select, inspect, use, and store fall protection equipment properly.

NEW

Forklift Workshop for Construction (36 min.)**DM-24517****DM-24518 SPANISH**

Helps trainers meet the formal, practical, evaluation, and refresher training requirements of OSHA's 29 CFR Section 1926.602(d) and 1910.178(l). Provides forklift operators – new and veteran – with training on key safety and operation practices. Workshop format reinforces learning using hands-on practice tools, exercises and learning activities. Covers the following topics: operating a forklift in a constantly changing environment; avoiding hazards on a jobsite; understanding combined center of gravity and the stability triangle; performing pre-operational inspections; reading load charts; keeping the forklift and the load stable; and placing a load.

**BEST
SELLER**

Trenching & Shoring Safety (23 min.)**DM-24514**

This video helps workers understand and practice safe excavation procedures and meet requirements of the OSHA excavation standard (29 CFR Part 1926, Subpart P–Excavations).



DRIVER/DOT

Accident Procedures: Driver Training Series (20 min.)

DM-45583

Illustrates a step-by-step procedure of what must be done in the event of a crash. Reminds drivers proper actions can prevent further injuries and damages, and protect themselves and their companies from liability.

Air Brakes – Master Driver (24 min.)

DM-24447

Covers important information CMV drivers need to know about air brakes, including fundamentals of air brake techniques; mechanics and operation; helping drivers avoid crashes, liability and down time. Uses Hazard Perception Challenge® scenarios to test drivers' hazard perception skills.

Alcohol & Drug Testing: What Drivers Need To Know (25 Min.) **UPDATED**

DM-38795

Discusses the specific rules under Parts 40 and 382 of the FMCSRs, including key definitions, prohibited conduct, and the circumstances under which drivers will be tested. Covers the six types of testing required (pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up). Features scenarios that go through alcohol and drug testing processes and procedures. Includes information on the consequences of refusing to submit to testing, what it means to be referred to a substance abuse professional, and why it's so important that drivers comply with the alcohol and drug testing requirements. Program updated to reflect changes to DOT drug testing regulations effective 1/1/18.

**BEST
SELLER**

Backing (18 min.)

DM-24473

Helps train drivers on backing basics to help avoid costly damage to vehicles. This video addresses common backing maneuvers drivers must know how to perform, including: straight-line backing, alley dock backing, parallel parking, blind-side backing, and jack-knife backing.

Backing & Parking – Straight Truck Series (9 min.)

DM-51288

Designed to help drivers understand the basic techniques for safely backing and parking a straight truck, including important precautions and maneuvers for avoiding fixed object collisions, such as recognizing obstruction; using flashers and mirrors; removing distractions; using a spotter when available; and maintaining clearance.

NEW

Backing Techniques – Master Driver (21 min.)

DM-24440

Covers important information drivers need to know, including: basic elements of backing; types of backing maneuvers; how to safely and properly execute these maneuvers; the most common backing errors and problem areas; straight-line backing; sight-side backing; jacking and chasing; alley dock backing; blind side backing; and more. Uses Hazard Perception Challenge® scenarios to test drivers' hazard perception skills.

Cargo Securement Flatbeds (24 min.)

DM-26005

Covers the requirements of the cargo securement standard (FMCSR 392.9 and Part 393, Subpart I). Addresses CSA implications of cargo securement violations to help carriers and drivers reduce cargo securement violations that will be placed into the Safety Measurement System (SMS). Covers cargo securement best practices and personal safety, and reinforces that the regulations are the minimum requirements that need to be met.

**BEST
SELLER**

CMV Driver Basics (42 min.)**DM-24500**

All entry-level drivers who drive in interstate operations and are subject to the CDL requirements must receive entry-level training. This training will help you satisfy that requirement. It focuses on four topics that must be covered: driver qualification, driver wellness, hours of service, and whistleblower protection.

**Coupling & Uncoupling – Master Driver (26 min.)****DM-24450**

Provides step-by-step procedures for safe coupling and uncoupling of singles; gives an overview for coupling and uncoupling doubles; and emphasizes areas where most coupling and uncoupling problems occur. Uses Hazard Perception Challenge® scenarios to test drivers' hazard perception skills.

CSA: Know the BASICS (47 min.)**DM-27678**

Provides an overview of the FMCSA's Compliance, Safety, Accountability (CSA) program and a brief discussion of where the data used in CSA comes from. Helps drivers understand what CSA is and what it means to them and their carrier, including FMCSA interventions. Covers the seven BASICS (Behavior Analysis Safety Improvement Categories) used in the CSA Safety Measurement System (SMS). Helps drivers understand severity and time weighting of violations, calculation of BASIC measures ("normalizing" process), and peer comparison within Safety Group Events.

Defensive Driving – EYE ON (50 min.)**DM-24481**

This course uses the Hazard Perception Challenge® format in which driving scenarios are followed by an interactive what-did-you-see/what-would-you-do question. It helps teach drivers how to apply hazard perception skills to defensive driving situations and features scenarios involving pedestrians, city and rural driving, heavy traffic and more.

**Defensive Driving for Light & Medium Duty Vehicles (25 min.)****DM-30195**

Aimed at drivers of Class 1-6 light and medium duty vehicles. Video covers defensive driving preparation; hazard perception; the defensive driving attitude; and other techniques that will help drivers stay safe on the roadways.

**Distracted! Driving (25 min.)****DM-24799**

This video is aimed specifically at CMV drivers and others who drive as part of their profession (sales people, business travelers, small vehicle delivery drivers, military personnel, public servants, cabbies and more). It details strategies drivers can use to deal with their own distracted driving and that of others. Topics covered in this video include: types of distractions; technology as a distraction; inattention blindness; steps to avoid distracted driving; recognizing the signs of other distracted motorists; and what to do when sharing the road with a distracted driver.

**Driving Techniques: Driver Training Series (15 min.)****DM-45584**

Covers pro-level techniques for defensive driving; right and left turns; intersections; merging; passing; underpasses; railroad crossings and roundabout.

Driving Techniques: Straight Truck Series (14 min.)**DM-51289**

Designed to help drivers understand the basic driving techniques that will help them develop the skills and attitude necessary to safely operate a straight truck. Specifically, it covers the importance of driving defensively and knowing how to safely maneuver a straight truck through turns and intersections; over railroad crossings; while merging and passing; and while driving through roundabouts. The program also covers how driving techniques should change when driving at night or in extreme weather conditions.

**Dry Van Cargo Securement (22 min.)****DM-24474**

Unsecured or improperly secured cargo can cause accidents, injuries, and even death. What's more, under CSA, cargo securement violations can increase your Vehicle Maintenance BASIC score and lead to an intervention. By training your drivers on load securement requirements, you'll help to reduce the chance of accidents and violations. This program covers: securement requirements and proper securement techniques for various types of dry vans and reefers; how to determine the number of tiedowns; when to re-examine and adjust cargo; pre-trip inspections; cargo distribution; securement devices; working load limits and aggregate working load limits.

ELD: Basics Training (16 min.)

DM-52196

Covers the basics of ELD device use; technical specifications of electronic logging devices; and driver and carrier responsibilities. Specifically, it explains which drivers are required to use an ELD and by when; describes basic system and device requirements; covers how drivers will comply with records management and roadside inspections; and reviews rule provisions for carriers in regard to supporting documents and harassment prevention.

NEW

Emergency Maneuvers: Driver Training Series (16 min.)

DM-45585

Teaches prevention of emergency situations through hazard perception skills and pre-trip vehicle inspections. Covers the use of escape routes in some common emergency situations, emergency braking, basic skid control and recovery, and minimizing damage when a collision is unavoidable.

Extreme Weather Driving: Driver Training Series (22 min.)

DM-45586

Discusses techniques for handling a variety of dangerous and potentially deadly weather conditions, including fog, rain, snow, ice and wind.

Fixed Object Collisions: Driver Training Series (16 min.)

DM-45587

Covers important information drivers need to know about avoiding fixed object collisions: causes, prevention, overhead obstructions, cornering and backing.

Hours of Service Canada: A Driver's Guide (30 min.)

DM-24499

This video shows you how to comply with Canadian Hours of Service requirements, and helps you satisfy Canada's Commercial Vehicle Drivers Hours of Service Regulations. It explains the "hows" and "whys" of Canada's HOS regs, and covers key topics, including: daily maximums, off-duty requirements, weekly cycles, and more.

Hours of Service Rules for Property-Carrying CMV Drivers (26 min.)

DM-50046

Provides an overview of the Hours of Service (HOS) rules and regulations drivers must comply with. Explains how to apply the regulations; manage time spent driving on-duty and off-duty; and maintain current, accurate record of duty status.

NEW

Injury Prevention for CMV Drivers (29 min.)

DM-48452

Helps drivers avoid preventable injuries while on the job by recognizing and avoiding risks and adopting safe work practices. Explains how to mount and dismount their tractor trailer; describes safety precautions to take when conducting inspections and while stopped on the side of the road; discusses positions and techniques to help prevent long-term injuries; explains how to properly load and unload cargo and move around the loading dock safely; describes how to operate landing gear, pull releases, and position converter dollies by hand; and identifies ways to stay safe while working outdoors in extreme heat or cold temperatures.

Ins & Outs of Loading Dock and Warehouse Safety (19 min.)

DM-24476

Reduce the risk of driver and dock worker injury with this specialized training. Topic-specific training covers safety issues unique to drivers, loading dock workers, and warehouse employees. Reviews common causes of injuries and cargo damage and shows all employees how to steer clear of hazards like these: slips and falls caused by wet or oily docks; back injuries resulting from improper lifting or carrying; hearing damage from loud noise levels; falling objects; injuries from careless material handling equipment operation; and use of forklifts.

Loading & Unloading - Straight Truck Series (14 min.)

DM-51287

Helps drivers understand the basic techniques that will help keep them safe while loading or unloading their straight trucks, especially how to prevent common injuries and apply cargo securement. Specifically, it explains how to apply proper techniques to stay safe while loading and unloading; discusses how to recognize potential hazards and identify precautions to take in order to prevent injuries; and describes how to safely apply cargo securement devices to protect the load.

NEW

Motorcoach: Defensive Driving (25 min.)

DM-26562

This video covers: seeing and being seen, which includes using visual scans to actively look for hazards; having heightened awareness, which includes hazard awareness and hazard perception, having a plan and being ready to carry out the plan; managing your speed and space, which includes information on speed management, space management and using a safety cushion to prevent crashes and provide a safe, smooth ride for passengers.

Motorcoach: Vehicle Inspections (29 min.)**DM-26557**

This video covers: the 6-step procedure for conducting thorough pre-trip inspections; on-the-road inspections, and critical areas to check when stopped; post-trip inspections (which usually mirror pre-trip inspections) and the information that's recorded on the DVIR; the consequences of missed inspection points; and the connection between proper vehicle inspections and customer safety and service. It also helps protect your company's bottom line from the high costs of violations counted in CSA and reduces the likelihood of your company undergoing a full compliance review intervention.

Night Driving – Driver Training Series (14 min.)**DM-45588**

Discusses driver, vehicle, and roadway factors that can lead to night-time incidents and crashes. Provides helpful tips for increasing night-driving safety. Covers important information drivers need to know about driving at night, including: headlights, glare, speed, impaired drivers, animals, visibility, fatigue, and more.

Personal Safety & Security for Drivers (22 min.)**DM-48449**

This program is designed to help drivers protect themselves against potential dangers to their personal safety during trip planning, when on the road, and during every stop along the way. They will learn strategies for establishing a heightened sense of awareness of their surroundings and potential dangers they may encounter, as well as how to recognize threats and react appropriately to keep the situation from escalating. They will also learn how to apply techniques to minimize their risk of being targeted in the first place.

NEW**Reasonable Suspicion Testing: What Supervisors Need To Know (27 min.) *UPDATED*****DM-38961**

Helps supervisors understand their critical role in determining reasonable suspicion, how to spot the signs of alcohol misuse and illegal drug use, and what to do when they suspect a driver is impaired. Reviews the reasonable suspicion process, shows how to properly document observed behaviors, and helps build supervisors' confidence so they can respond appropriately. Program updated to reflect changes to DOT drug testing regulations effective 1/1/18.

**BEST
SELLER****Roadside Inspections for CMV Drivers (20 min.)****DM-48467**

This program provides an overview of types of inspections and how to prepare for a roadside inspection; explains what happens during a roadside inspection and the documents that will be reviewed; helps drivers understand the proper way to show their ELDs during an inspection; and covers what to expect after a driver passes or fails a roadside inspection.

NEW**Roadside Inspections for CMV Drivers: Providing the Officer Your Record of Duty Status (8 min.)****DM-52170**

This program is designed to help properly prepare drivers the proper way to show their ELDs during an inspection to help comply with officers. It covers what's required of an ELD during an inspection, keeping status updated, and providing records.

NEW**Safe Driving: School Bus Drivers – Accident Procedures (13 min.)****DM-24589**

This video provides strategies for dealing with traffic accidents, including nine steps that must be done after a crash.

Safe Driving: School Bus Drivers – City Driving (13 min.)**DM-24592**

This video provides strategies for dealing with heavy traffic, including communicating with other drivers, keeping a safety cushion of space around the bus, anticipating hazards, and keeping a good attitude.

Safe Driving: School Bus Drivers – Defensive Driving (9 min.)**DM-24590**

This video reviews visual scanning, road hazards, and communicating clearly with other motorists.

Safe Driving: School Bus Drivers – Driving Techniques (15 min.)**DM-24484**

This video provides practical information to help drivers operate more safely, explains defensive driving and how to be a better decision maker and emphasizes safety skills for key concerns such as railroad crossings, turning, merging, intersections and backing.

Safe Driving: School Bus Drivers – Emergency Maneuvers (12 min.)

DM-24729

This video discusses the importance of knowing what to do when emergency situations occur and helps build and refine skills and techniques so making the right choice becomes second nature.

Safe Driving: School Bus Drivers – Passenger Safety (14 min.)

DM-24728

This video explains proper entering and exiting procedures as well as emergency bus evacuations and shows how to set effective conduct rules and enforce them to help drivers manage students and maintain order.

Safe Driving: School Bus Drivers – Seeing Hazards (14 min.)

DM-24485

This video helps to improve safety by sharpening perception skills needed to avoid dangerous situations and accidents and covers issues such as proper seat and mirror positioning, correct mirror use, overcoming restricted vision, correct visual scanning techniques, and enhancing hazard awareness.

Safe Driving: School Bus Drivers – Using Your Mirrors (9 min.)

DM-24591

This video covers proper use of mirrors when driving, waiting, merging, passing, and backing and addresses importance of adjusting mirrors prior to and during operation.

Safe Driving: School Bus Drivers – Vehicle Inspections (13 min.)

DM-24588

This video focuses on the 7-step vehicle inspection method and stresses importance of completing regular, thorough pre- and post-trip inspections.

Speed & Space Management – EYE ON (37 min.)

DM-24482

Instructs drivers using hazard perception challenge methodology. Shows drivers a variety of scenarios about speed & space management. Each scenario pauses to ask drivers "what did you see" and "what would you do next" questions. Reviews the basic elements of speed and space management, including managing space ahead, stopping distance, speed and vehicle handling, managing space around, above, and below the vehicle, maintaining a space cushion, and driving through road construction work zones.

Speed & Space Management – Master Driver (16 min.)

DM-24442

Helps raise awareness and help drivers develop the right attitude to drive safely and efficiently. Explains the dangers of speeding and failing to maintain an appropriate space cushion. Covers: driving too fast (and too fast for conditions); speed and curves; appropriate following and stopping distances; handling hazards around the vehicle; and more. Uses Hazard Perception Challenge® scenarios to test drivers' hazard perception skills.

Tanker Driving Techniques (21 min.)

DM-24456

Give your tanker drivers specialized training that addresses tanker-specific driving techniques and vehicle inspection. This video discusses load shift (sloshing and surging) when starting, stopping and cornering. It also covers defensive driving, railroad crossings, and underpasses.

Tanker Vehicle Inspections (23 min.)

DM-24455

Addresses tanker-specific driving techniques and vehicle inspection. This video covers how to conduct a tanker inspection as well as standard vehicle inspection. It also covers a seven-step pre-trip inspection, post-trip inspection, and the use of the Driver's Vehicle Inspection Report (DVIR).

Ups & Downs of Material Handling Equipment Safety (21 min.)

DM-24477

Show employees how to use material handling equipment with this specialized training. This training covers the safety issues unique to drivers, loading dock workers, and warehouse employees. It reviews important safety procedures related to the use of material handling equipment and shows employees how to safely operate pallet jacks, high-lift stackers, dock levelers, hand trucks, forklifts, and more.

Vehicle Inspections - Straight Truck Series (13 min.)**DM-51230**

Helps drivers understand the basics of a pre-trip, on-the-road, and post-trip inspection on a straight truck, especially the importance of inspecting your vehicle even when it's not required by the regulations. It covers how to conduct a thorough pre-trip, en-route, and post-trip inspection; discusses the importance of using the same inspection routine every time they drive; and explains when a Driver Vehicle Inspection Report is required, and how to complete one.

NEW

Vehicle Inspections: Tractor Trailers (42 min.)**DM-48446**

Provides a comprehensive, streamlined examination of the 3 types of inspections and explains why performing each can ultimately prevent costly breakdowns and deadly crashes: Pre-Trip (\$392.7 and \$396.13); On-the-Road (\$392.9 and \$397.1); and Post-Trip (\$396.11). Includes step-by-step inspections demonstrated using the latest advances in camera and video production technology and highlights areas of the tractor trailer with higher potential to cause a serious crash or breakdown.



HAZMAT

Hazmat: General Awareness Training (19 min.)

DM-50064

Help your employees meet the general awareness training requirement 49 CFR 172.704(a)(1). It identifies the required training all hazmat employees must receive; explains how to determine if a material is hazardous; covers how to recognize the hazard classes and divisions used to identify hazardous materials; covers what other materials may also be regulated; indicates the importance of the Hazmat Table; and describes how to communicate a material's hazards through the use of shipping papers, markings, labels, and placards.

NEW

Hazmat: Safety Training (11 min.)

DM-51961

Help your employees meet the safety training requirement 49 CFR 172.704(a)(3). It discusses the emergency response information requirements and describes the types of safety training their employer may provide to keep them safe while working around hazmat.

NEW

Hazmat: Security Awareness Training (15 min.)

DM-50065

Help your employees meet the security awareness training requirement 49 CFR 172.704(a)(4). It explains how to recognize potential hazmat security threats and ways to reduce them; identifies suspicious behaviors and describe how to report suspicious activity; and lists precautions drivers should take to keep hazmat safe while on the road.

NEW

Hazmat Transportation: Driver Training (27 min.) **UPDATED**

DM-40552

Helps meet the initial and recurrent training requirements in four required areas under 49 CFR 172.704: General Awareness, Function-Specific, Safety, and Security Awareness. Provides an overview of what drivers must know and do to transport hazardous materials safely. It walks trainees through the Hazardous Materials Regulations (HMR) to help them understand: hazard classification; types of information contained in the hazardous materials table; shipping papers and emergency response information; packaging and marking; labels and placards; loading and segregation; transportation safety; and security awareness.

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HR & LEGAL COMPLIANCE

ADA for Supervisors (35 min.)

DM-24835

This video helps supervisors and managers gain a general awareness of the Americans with Disabilities Act and why it is important to understand how the law works. It outlines what supervisors must do when dealing with ADA issues in order to assist employees who request accommodations and help the company stay in compliance.

Addressing Personal Issues (38 min.)

DM-24551

Shows supervisors how to address sensitive situations with skill and confidence, and accomplish discussion-based resolutions. Covers: dealing with absences due to family issues, and inappropriate dress and personal grooming.

Conducting Layoffs & Terminations (33 min.)

DM-24552

Shows supervisors how to address sensitive situations with skill and confidence. Covers: terminating for tardiness (the importance of progressive discipline); terminating for poor job performance; terminating for violence and gross misconduct; and responding to termination rumors.

FMLA for Supervisors (27 min.)

DM-24834

Helps supervisors and managers gain a general awareness of the Family and Medical Leave Act laws, why it is important for them to know how the law works, and outlines what supervisors must do when dealing with an employee's FMLA issues to help the employee and the company stay in compliance.

Managing Conflict (46 min.)

DM-24553

Shows supervisors how to address sensitive situations with skill and confidence, and accomplish discussion-based resolutions. Covers: helping employees work together to build an action plan for change; maintaining tact and providing examples of problem behavior; when it's necessary to include a witness in a disciplinary meeting; and differences in work styles – establishing common ground to build solutions.

Providing Performance Coaching (36 min.)

DM-24555

Shows supervisors how to address sensitive situations with skill and confidence, and accomplish discussion-based resolutions. Covers: helping an employee take an active part in an improvement plan; keeping the emphasis on performance rather than actions; the importance of listening and providing feedback; and keeping sessions private and confidential.

Sexual Harassment: Training for Supervisors and Employees

DM-27661 SUPERVISOR (27 min.)/EMPLOYEE (25 min.)

DM-36546 CALIFORNIA EDITION

The supervisor training covers the definition of sexual harassment, the laws surrounding it, and the supervisor's role in enforcing company policy (both recognizing and responding properly to potential harassment situations). The employee training covers the definition of sexual harassment, the laws surrounding it, and what they should do if they are the victims or witness of sexual harassment. California Edition includes print materials with California-specific information.



Substance Abuse Training for Supervisors and Employees

DM-24795 SUPERVISOR (25min)/ EMPLOYEE (14 min.)

This video can be used to satisfy the supervisor training and employee education components of a comprehensive drug- and alcohol-free workplace program. It covers the importance of consistently enforcing your company's substance abuse policy; the elements of a comprehensive substance abuse policy; recognizing observable behaviors that may mean an employee is impaired by alcohol and/or drugs; common alcohol and drug testing procedures; and the signs, symptoms and effects of substance abuse.



Substance Abuse Training for Employees

DM-24796 SPANISH (14 min.)

This video takes a proactive approach to training your employees to avoid the high costs of increased absences, errors, near-miss incidents and accidents caused by impaired employees. It can be used to satisfy the employee education components of a comprehensive drug- and alcohol-free workplace program. The video covers the elements of a comprehensive substance abuse policy and the importance of understanding the company's substance abuse policy; includes scenarios that illustrate how an employee's knowledge of the company's substance abuse policy can help them avoid awkward situations and protect their workplace from the dangers of substance abuse; and identifies the signs, symptoms and effects of substance abuse.

Workplace Bullying and Violence: Training for Supervisors and Employees

DM-30135 SUPERVISOR (24 min.)/EMPLOYEE (22 min.)

This video examines workplace bullying and workplace violence. After viewing this video, learners will be able to: distinguish between professional disagreements and workplace bullying or violence; define bullying in the workplace; describe how bullying and violence impact the workplace; recognize warning signs of workplace bullying and workplace violence; and identify actions that can be taken to prevent bullying and workplace violence.





WORKPLACE SAFETY

Back Safety: Keep Your Back In Action (33 min.)

DM-38235

This program covers a variety of simple, practical techniques and behaviors for common workplace situations. It can help your employees learn simple, everyday behaviors for proper back alignment and avoiding injuries and downtime caused by unsafe lifting. This program goes beyond workplace conditions to emphasize how an employee's lifestyle outside the job affects back health, so that bad habits at home don't contribute to lost productivity at work.



Bloodborne Pathogens: Safety In The Workplace (23 min.)

DM-44020 (With EyeCue[®] Visual Learning System)

DM-49291 SPANISH (With EyeCue[®] Visual Learning System)

Designed to help trainers cover the key aspects of bloodborne pathogens training and ensure that all employees recognize bloodborne pathogen hazards and their own roles and responsibilities in safeguarding themselves at work. The program also includes a 9-minute refresher video that reinforces the information and concepts in the Main Program video and can be used for required annual training.



Confined Spaces: Entry Team Training - Maintenance Activities (27 min.)

DM-45389 (With EyeCue[®] Visual Learning System)

DM-45385 SPANISH (With EyeCue[®] Visual Learning System)

Addresses initial and refresher training requirements for the core members of the entry team: authorized entrants, attendants and entry supervisors. It covers a variety of topics, including potential hazards inherent to permit-required confined spaces; precautions that must be taken before a confined space is entered; signs, symptoms, and effects of exposure to confined space hazards; roles and responsibilities of each member of the confined space entry team; steps of a basic confined space entry sequence; and responsibilities of the emergency rescue team.

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Electrical Safety: Training for Unqualified Employees (28 min.)

DM-45390 (With EyeCue® Visual Learning System)

DM-45395 SPANISH (With EyeCue® Visual Learning System)

Addresses how electricity works, illustrates common electrical hazards, gives simple explanation of the risks and dangers of Arc Flash and Arc Blast, provides common sense approaches to making sure employees know how to stay safe around electricity, and explains what to do and most importantly what not to do when confronted with an electrical emergency situation. Please note that Electrical Safety: Training for Unqualified Employees provides foundational training.

Fall Protection for General Industry (16 min.)

DM-50512

DM-50513 SPANISH

This program is designed to help learners understand OSHA's requirements for working with various types of fall protection. Specifically, it covers potential hazards and protective measures employees can take while working on elevated working platforms or runways, or near floor, wall, or window openings to help prevent injuries. It also summarizes employer requirements to protect workers from fall hazards and identifies various forms of fall protection, as well as scenarios when each would be appropriate.



Fire Prevention & Response: What Employees Need to Know (28 min.)

DM-43219 (With EyeCue® Visual Learning System)

DM-49292 SPANISH (With EyeCue® Visual Learning System)

Covers key aspects of workplace fire safety training, including the dangers of fire and why rapid evacuation is critical during a fire; the importance of good housekeeping in fire prevention; requirements for keeping exit routes and areas around fire alarms and fire extinguishers clear; the need for a fire emergency action plan; and evacuation procedures. It also delivers essential information on fire extinguishers and demonstrates the proper use of CO2 and ABC dry chemical extinguishers.



Forklift Workshop (38 min.)

DM-41835 (With EyeCue® Visual Learning System)

DM-43224 SPANISH (With EyeCue® Visual Learning System)

This program combines classroom learning and experience in the actual workplace. It covers general safety rules, pre-operation and operational inspections, controlling the forklift, load handling, turning radius, center of gravity, the stability triangle, safety procedures for refueling, charging and changing batteries, and forklift maintenance. Also covers: parking a forklift; working in a truck, trailer or railcar; awareness of carbon monoxide and other hazardous emissions; dealing with ramps, inclines and grades; dealing with narrow aisles and railroad tracks; cornering techniques and safety considerations for specialized units and attachments.

BEST
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Forklifts: Ultimate Hazard Perception Challenge (51 min.)

DM-28143

This program helps satisfy the training requirements of OSHA's Powered Industrial Truck Standard (1910.178). Scenarios include keeping the forklift and load stable; dealing with pedestrians; traveling on ramps; backing in tight areas; handling corners and intersections; working in trailers; operating with an obstructed view; keeping all body parts in the protective frame; traveling with or without a load; placing loads; mounting freight elevators; crossing railroad tracks; overhead hazards; and using attachments.

Hand and Foot Protection: PPE Employee Essentials (13 min.)

DM-43972

DM-43974 SPANISH

Helps employees understand the need for hand and foot PPE and how to properly don, doff, adjust, wear and care for their PPE. Covers how to recognize the hazards each piece of PPE is designed to protect them against, so they have the knowledge they need to always wear the right PPE the right way.

HazCom: What You Need to Know (incl. GHS provisions) (23 min.)

DM-26129

DM-26130 SPANISH

This program helps you comply with the initial and refresher training requirements of the Hazard Communication Standard (29 CFR 1910.1200) and the GHS provisions. In addition to addressing the regulatory information, it also includes practical information that employees can use every day. The program addresses the revised standard and how the changes will help protect employees when they work with chemical hazards. The program will assist you with all required HazCom training, including: chemical inventory and what it can tell you; how to read the GHS-style Safety Data Sheets (and the new GHS specified, 16-section format); what GHS-style labels container labels are telling you; and the written Hazard Communication plan.

BEST
SELLER

HAZWOPER: Emergency Response Training for Employees (23 min.)

DM-24525

Affordable training program helps you provide on-site emergency response teams with training on the emergency response requirements of OSHA's HAZWOPER regulation. This video helps explain what is expected of team members prior to, during and after a hazardous chemical incident, according to the five levels of involvement specified by OSHA.

BEST
SELLER

Head, Eye, and Face Protection: PPE Employee Essentials (15 min.)

DM-43992

DM-43993 SPANISH

Helps employees understand the need for head, eye and face PPE and how to properly don, doff, adjust, wear and care for their PPE. Covers how to recognize the hazards each piece of PPE is designed to protect them against, so they have the knowledge they need to always wear the right PPE the right way.

Hearing and Respiratory Protection: PPE Employee Essentials (18 min.)

DM-43977

DM-43991 SPANISH

Helps employees understand the need for hearing and respiratory PPE and how to properly don, doff, adjust, wear and care for their PPE. Covers how to recognize the hazards each piece of PPE is designed to protect them against, so they have the knowledge they need to always wear the right PPE the right way.

Hot Work: Safety Operations Training (20 min.)

DM-48577

Provides an introduction to the basics of hot work and explains how to recognize hot work hazards and how to avoid them. Also describes protective measures employees can take to protect themselves and explains what to do and what not to do in the event of a hot work emergency and/or injuries.

Ladder Safety in General Industry (18 min.)

DM-50511

DM-50490 SPANISH

This program is designed to help learners understand OSHA's requirements for working with ladders. Specifically, it identifies different types of ladders and their main components; explains how to recognize potential hazards related to ladders; and describes protective measures they can take while working with ladders to help keep them safe.



Lockout/Tagout: Put a Lock on Hazardous Energy (30 min.)

DM-41832 (With EyeCue® Visual Learning System)

DM-49285 SPANISH (With EyeCue® Visual Learning System)

Provides clear definitions on the roles and responsibilities of the three types of employees affected by the lockout/tagout process (authorized, affected, and other). It also covers the common types of hazardous energy; energy isolating devices; OSHA's definition of "lockout" and "tagout" and when each can be used; OSHA's requirements for locks and tags used for lockout/tagout; required steps in a typical lockout/tagout procedure; and common exceptions and special situations to lockout/tagout.

Motorized Pallet Jacks: Safe Operation (21 min.)

DM-38922

Explains OSHA's training requirements and the similarities and differences between the two most common types of motorized pallet jacks: "walkies" and "walkie-riders." Provides an overview of basic functions and controls common to most pallet jacks, demonstrates safe operating procedures, includes tips for performing a pre-use inspection, explains how to safely pickup and travel with a load, and covers requirements for parking a pallet jack and shutdown procedures for the end of the day. Also covers common pallet jacks accidents, navigating on ramps and inclines, and maneuvering in tight spaces.



Personal Protective Equipment: Employee Essentials (30 min.)

DM-44172 (With EyeCue® Visual Learning System)

DM-49293 SPANISH (With EyeCue® Visual Learning System)

Helps employees understand the need for PPE and how to properly don, doff, adjust, wear and care for their PPE. It also covers how to recognize the hazards each piece of PPE is designed to protect them against, so they have the knowledge they need to always wear the right PPE the right way. Covers six required areas of PPE: head protection, eye and face protection, hearing protection, respiratory protection, hand protection, and foot protection.



Respiratory Protection: Breathing Safely (28 min.)

DM-42736 (With EyeCue® Visual Learning System)

DM-49286 SPANISH (With EyeCue® Visual Learning System)

This program addresses the key elements OSHA requires for respiratory protection training (CFR 1910.134), including: the importance of proper respiratory protection; respirator selection; the medical evaluation; the fit test; how to inspect the respirator; how to conduct a proper seal check; cleaning and storage methods; and respirator limitations.





Slips, Trips & Falls: Hazard Perception Challenge (36 min)

DM-43218 (With EyeCue® Visual Learning System)

This program will involve your employees, sharpen their awareness skills, and give them practical solutions for avoiding or eliminating hazards, reducing injuries, staying healthy, and contributing to your bottom line. And because its unique "watch and react" format requires participation, employees will stay focused and engaged in training. It features video scenarios that address a variety of real-life hazards employees face, as they relate to: general housekeeping, ladders, stairs, elevated surfaces, scissor lifts, and floor openings. This title incorporates necessary changes based on OSHA's "Walking-Working Surfaces" rule published November 18, 2016.

Walking-Working Surfaces: What You Need to Know for Employees (13 min.)

DM-50515

DM-50514 SPANISH

This program is designed to help employees understand how they and their job responsibilities may be impacted under the new standard. It covers the impact of the Walking-Working Surfaces standard and defines employees' responsibilities in terms of hazard assessments, inspections, fall protection, and training.

Walking-Working Surfaces: What You Need to Know for Supervisors (16 min.)

DM-50632

DM-50631 SPANISH

This program is designed to help managers and safety personnel understand the Walking-Working Surfaces rule and their responsibilities under the new standard. It explains how to recognize when a hazard assessment is required, identifies when an inspection is required, describes various fall protection options, covers how to determine when/if training or re-training is required, and explains how to identify a qualified person(s) to develop and conduct the training.

Workplace Safety Basics (52 min.)

DM-49775

DM-49776 SPANISH

This program is designed to provide a high-level overview of multiple workplace safety topics and safety tips. It demonstrate safe work practices and procedures ; identifies specific workspace arrangements that help maintain safety in the workplace; explains how to recognize the hazards associated with using tools and equipment and identifies ways to operate them safely; and describes the appropriate actions to take based on their level of authorization in the event an emergency occurs.

Course Objectives

The attendees will:

Understand the prevention aspects of the new regulation

How the quality of the 'mental health training' regulation can mitigate the prevalence of PTSD

Understand the evaluation of a PTSD claim

What occupational exposures qualify for a PTSD claim

What is the psychophysiology of PTSD

What are the barriers\reluctance of first responders to make a PTSD claim and the benefits to removal of those barriers

What are the components of a PTSD evaluation by a psychiatrist

Clinical Interview

Testing

Review of records

Diagnosis

Acute Stress Disorder Diagnostic Criteria

PTSD Diagnostic Criteria

Differential diagnoses

Causation and apportionment (new regulations affect this)

Pre-existing conditions, previous traumas, adverse childhood events, substance abuse

Course Objectives

The attendees will:

Understand the Treatment plan for PTSD

What specialties deliver the different treatment modalities:
psychiatrist and psychologist
What medications are effective?
What therapies are evidenced based to be effective

Critical Incident Debriefing
Cognitive Behavioral Therapy
Systematic Desensitization
Exposure Therapy
Eye Movement Desensitization Reprocessing
(EMDR)

What are the emerging therapies

Virtual Reality Therapy
Transcranial Magnetic Stimulation

Course Objectives

The attendees will:

Understand the Work status

What does the IMCS work status form look like?

Understand how work status is addressed on DWC25 versus the IMCS form?

Understand PTSD restrictions and accommodations that are typically addressed in a work status form

Understand how 'fitness for duty' and the use of firearms are addressed on a work status form

Understand MMI for PTSD

Understand the impairment rating for a mental–nervous claim via the 1996 Florida Guide?

Mental Health Training under the Regulation

- Needs Assessment: (Consultation with Management & Union to evaluate readiness)
- Onsite Training
- Peer Support Training (Four Hour Small Group Training)

Evaluation of PTSD: DSM-5

Diagnostic Criteria

- A. The person has been **exposed to actual or threatened death, serious injury, or sexual violence** (The Florida regulation has specific requirements that are within this framework of occupational exposure. It is a lengthy list, therefore the list extracted from the regulation is an attachment, (*Exposure Criteria for PTSD under SB 376*)
- B. The traumatic event is **persistently re-experienced**
- C. **Persistent avoidance of stimuli associated with the trauma** and numbing of general responsiveness
- D. **Persistent symptoms of increased arousal**
- E. Duration of the disturbance (symptoms in Criteria B, C, and D) is **more than one month**.
- F. The disturbance causes clinically significant distress or impairment in social, occupational, or other important areas of functioning

Diagnosis of PTSD

Evaluate Name: _____

PTSD Checklist - Specific Version (PCL-C)

Instruction to Evaluator: Below is a list of problems and complaints that people sometimes have in response to specific traumatic experiences. These are important in order to consider or rule out PTSD Diagnosis. Please review each one carefully with the examinee, put an "X" in the box to indicate how much they have been bothered by that problem in the last month.

No.	Response:	Not at all (1)	A little bit (2)	Moderately (3)	Quite a bit (4)	Extremely (5)
1.	Repeated, disturbing memories, thoughts, or images of the stressful experience?					
2.	Repeated, disturbing dreams of the stressful experience?					
3.	Suddenly acting or feeling as if the stressful experience were happening again (as if you were reliving it)?					
4.	Feeling very upset when something reminded you of the stressful experience?					
5.	Having physical reactions (e.g., heart pounding, trouble breathing, or sweating) when something reminded you of the stressful experience?					
6.	Avoid thinking about or talking about the stressful experience or avoid having feelings related to it?					
7.	Avoid activities or situations because they remind you of the stressful experience?					
8.	Trouble remembering important parts of the stressful experience?					
9.	Loss of interest in things that you used to enjoy?					
10.	Feeling distant or cut off from other people?					
11.	Feeling emotionally numb or being unable to have loving feelings for those close to you?					
12.	Feeling as if your future will somehow be cut short?					
13.	Trouble falling or staying asleep?					
14.	Feeling irritable or having angry outbursts?					
15.	Having difficulty concentrating?					
16.	Being "super alert" or watchful on guard?					
17.	Feeling jumpy or easily startled?					

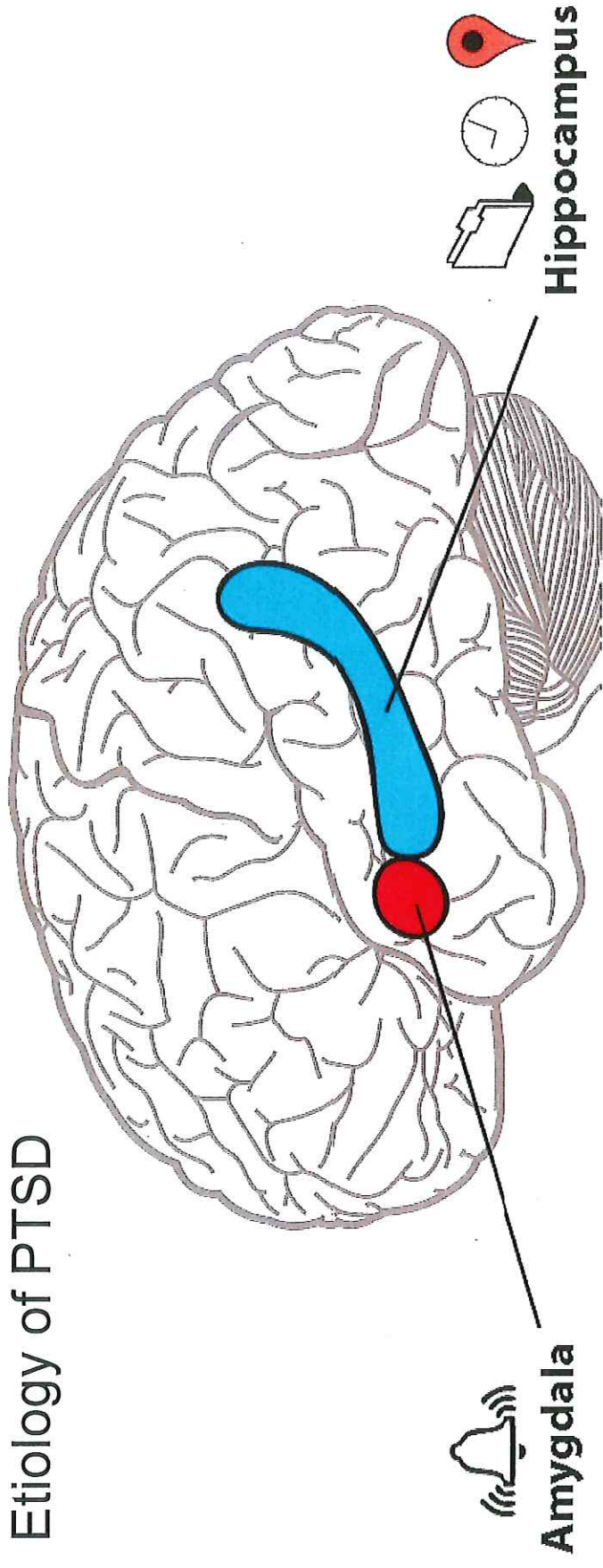
Weather, F.W., Huska, J.A., Keane, T.M. PCL-C for DSM-IV. Boston: National Center for PTSD - Behavioral Science Division, 1991. This is a Government document in the public domain.

Diagnosis of PTSD

Differential Diagnoses and Rule-outs

- ❑ Acute stress disorder has the same symptoms as PTSD but with shorter duration.
- ❑ other anxiety disorders,
- ❑ depressive disorders,
- ❑ obsessive-compulsive disorder.
- ❑ Although substance abuse is a frequent complication of PTSD, substance abuse may be the primary problem instead.
- ❑ Alcoholics and heavy drug abusers often overemphasize the role of a distant trauma as the cause of their problems and use it to justify their habits.
- ❑ Various personality disorders can also resemble PTSD with borderline personality disorder having the closest resemblance to PTSD.

Etiology of PTSD



The **amygdala** is where the flight, fight or freeze signals arise from, sending signals to the adrenals that start the stress arousal response



The **hippocampus** is memories are codified. It 'tags' memories with information about when and where they happened. However when under threat the hippocampus can store memories in the wrong place and it feels like they are happening again, instead of being memories

Etiology of PTSD

The **hippocampus** can store memories in the wrong place and it feels like they are happening again, instead of being memories



Treatment for PTSD

Best Practices

- ❑ PTSD has shown the best response when Cognitive Behavioral Therapy (CBT) is utilized.
- ❑ CBT utilizes principles of learning and conditioning to treat this disorder and includes components from both behavioral and cognitive therapy.
- ❑ Exposure/Desensitization is a treatment recognized as being effective in treating PTSD. Types of exposure therapy include *imaginal* exposure, which involves exposure to the traumatic event through mental imagery; and *in vivo* therapy, where a client confronts the actual scene or similar events that are associated with the trauma.^[1]

^[1] Treatment of Posttraumatic Stress Disorder: An Assessment of the Evidence; National Academy of Sciences; Fall 2007.

Treatment for PTSD

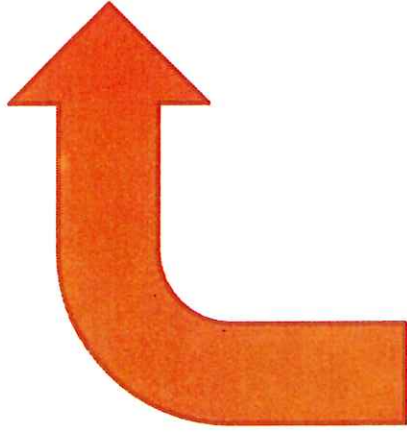
Medications can be utilized in addition to CBT. Patient preference and involvement need to be considered as part of the decision to prescribe specific medications. The severity of symptoms should also be considered. Two selective serotonin reuptake inhibitors (SSRIs) have been approved by the FDA to treat PTSD; sertraline (Zoloft) and paroxetine (Paxil). SSRIs address all common symptom clusters of PTSD. Benzodiazepines (Valium and Klonopin) should be avoided “as there is no evidence they are beneficial in the treatment of chronic PTSD and [there is] some evidence that they can increase the likelihood of developing PTSD when prescribed in the acute aftermath of trauma exposure.”^[1]

□^[1] Care for Returning Service Members: Providing Mental Health Care for Military Service Members Returning from Iraq and Afghanistan; Christopher Erbes, et al; Minnesota Psychologist, November 2007.

^[1] Treatment of Posttraumatic Stress Disorder: An Assessment of the Evidence; National Academy of Sciences; Fall 2007.

Treatment of PTSD

Treatment is designed to assist patient to recodify memories by detaching the stress arousal response to them, and defuse the effect the trauma memory has over the patient



Purple Shoe memory is 'un jumbled' from other memories

Work Status, Return to Work & Restrictions\Accommodations

Return to work from PTSD is typically a process of gradual exposure to the incident triggers.

It is medically necessary to keep some workers off work while in treatment, but most can return to accommodated duty. The restrictions are usually to keep the patient from exposure to the incident 'triggers'

These restrictions are gradually relaxed until return to full duty can be attained.

Inability to provide accommodated duty is the most common reason for treatment failure and permanent restrictions.

MMI and Impairment Rating

The 1996 Florida Guides are unclear on the method of performing the Mental impairment rating.

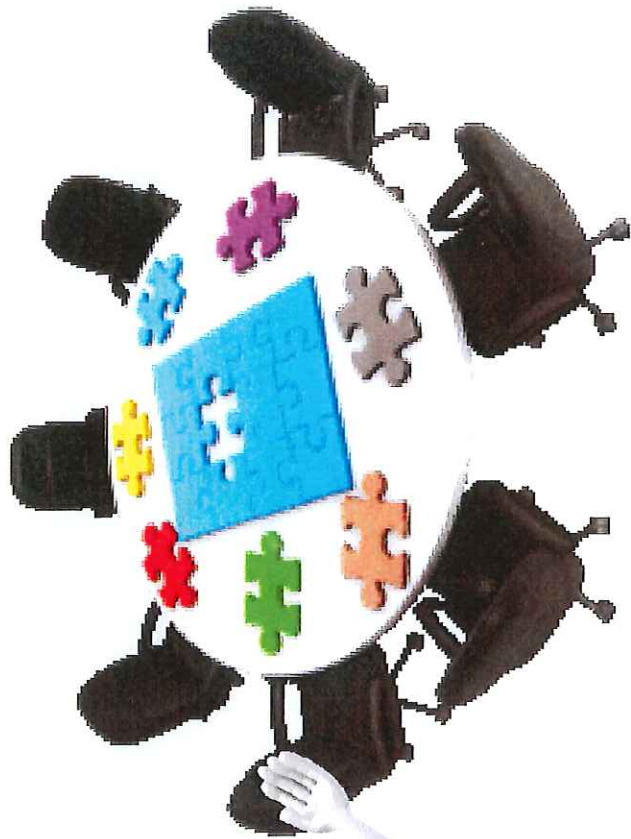
There are six domains to evaluate (with no operational definitions):

- (1) Intelligence
- (2) Thinking
- (3) Perception
- (4) Judgment
- (5) Affect
- and (6) Behavior

The method of combining\adding (per the instructions in the book) or taking a median is not stated, but the example appears to use the median approach (like the AMA Guides)

Class	Mental Status	Rating
Class 1:	Normal	0%
Class 2:	Slight deficit, reduction or problem	1-5%
Class 3:	Moderate deficit, reduction or problem	6-14%
Class 4:	Moderately severe deficit, reduction or problem	15-24%
Class 5:	Severe deficit, reduction or problem	25+%

Questions?



www.imcs.us

[866] 678-2924

TAB I



PGCS CLAIM BEST PRACTICES

To provide our business partners with the best claim products and services in the industry, and, to positively impact their results, we endorse the following guidelines:

ATTITUDE

Maintain a proactive claim management environment – driven by positive attitude, customer service, communication and teamwork.

FRAUD

Claim Personnel trained in identification of potential fraud indicators. Files with multiple indicators referred to claim supervisor/SIU co-coordinator and client for further direction/handling.

DIARY/DOCUMENTATION

Same day notepad entries by adjuster and supervisor to document all file activity. Notepad documented by adjuster every 30 days or less; supervisor every 90 days or less.

RESERVES

Initial reserves established within 14 days. Files are reviewed every 30 days or earlier if necessary to reflect the probable ultimate payout. Adjuster documents initial and subsequent reserve worksheet detail in notepad identified by indemnity, medical and expense.

CUSTOMER SERVICE

Telephone calls answered personally within 12 seconds. E-mail/telephone calls returned within one business day. Issues resolved same day or follow-up advising timeframe for resolution. Communication focused on resolution.

LARGE LOSS REPORTING

PGCS provides one business day notification to carrier/client of serious injury/category type loss. Large Loss Notice sent to carrier/client when incurred exposure meets reporting threshold or 50% of retention amount. Updated every 90 days or as directed by carrier/client. When reimbursement levels are reached, quarterly reimbursement requests are prepared and sent to the excess carrier. Continued follow-up until reimbursement received.

INJURY/ACCIDENT REPORTING

Provide notification methods for immediate loss reporting – toll free, internet, fax and mail. Review and documentation of coverage verification within one business day. Initial file set-up, assignment to adjuster and claim acknowledgement to client completed within one business day of loss receipt.

INVESTIGATION

Three-point contact within one business day. Witness and other contacts made within two business days. Compensability/liability determination within 14 days of receipt. Utilization of investigation techniques where appropriate (on-site, activity check, surveillance, etc.) to promote early file resolution. Index bureau check on all lost time and bodily injury cases. Subsequent requests every six months. Follow-up action taken within five business days of receipt, where appropriate.

RESOLUTION

Action plans developed within 14 days of receipt, which outlines the steps to file closure and updated every 30 days. Execution results documented in notepad. Timely, adjuster driven, proactive resolution techniques – settlement negotiations, mediation, arbitration, structured settlements, and return-to-work strategies.

SUBROGATION

Subrogation opportunities identified or ruled out by the handling adjuster and documented in notepad. Referral to the subrogation unit for investigation and pursuit, where appropriate. Potential third parties placed on notice. Daily evaluation of new claims to determine subrogation potential.

RETURN-TO-WORK

Bi-weekly contact with injured worker to assess/influence early return to work, full duty work release and file resolution. Ongoing contact with injured worker/employer based on benefits being paid – bi-weekly if indemnity being paid, every 30 days if not. Recurring contact with medical providers based on appointments and change in medical/work status.

QA/COMPLIANCE

Monitor and control adjuster caseloads, supervisor diaries, adjuster to supervisor and adjuster to support staff ratios and key performance indicators to ensure compliance with claim service agreement protocols and work product objectives. Ensure regulatory and best claim practices are enforced.

SUPERVISION

Supervisor directed adjuster assignments upon receipt of claim. Continued involvement and documentation within 30 days or sooner, if necessary; 90 days thereafter or less until file closure. Supervisor intervention focusing on adherence to best claim practices, KPIs and best probable file resolution.

TAB J

Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 18-19

Statutory Limits		All Property Insured by Trust \$340,000,000 Total Limit				
Colony Insurance Company	Higher Limits Available \$1,000,000 Per Occurrence Limit					
\$1,000,000 excess of \$1,000,000 Great American E&S Ins. Com.	Arch Specialty Aspen Specialty Chubb Custom Colony Specialty Endurance UK Liberty Lloyds Markel RSUI Westport Insurance \$140,000,000 (Excess over Tower 1 & Tower 2) \$100,000,000 AWAC Arch Specialty Aspen Specialty Britt USA Colony Ins. Co. Endurance UK Endurance US Everest Ironshore Lloyds Navigators RSUI Starr Surplus Westchester Westport Ins (Tower 2) \$25,000	Princeton Excess & Surplus Lines Insurance Company	Princeton Excess & Surplus Lines Insurance Company	Princeton Excess & Surplus Lines Insurance Company	Higher Limits Available \$1,000,000 Limit	
		Princeton Excess & Surplus Lines Insurance Company	Princeton Excess & Surplus Lines Insurance Company	Princeton Excess & Surplus Lines Insurance Company		
\$1,000,000 Retention		\$200,000 Retention	\$200,000 Retention	\$200,000 Retention	\$100,000 Retention	
Workers' Compensation	Inland Marine and Automobile PD	Property	Automobile Liability	General Liability	Law Enforcement Liability	Public Officials & Employment Practices

**Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 18-19**

Carrier	A.M. Best Rating	Status
Allied World Assurance Company (AWAC)	A XV	Non-admitted
Arch Insurance Company	A+ XV	Non-admitted
Arch Specialty Insurance Company	A+ XV	Non-admitted
Aspen Specialty Insurance Company	A XV	Non-admitted
Beazley Insurance Company	A XI	Non-admitted
British American Insurance Company	A VI	Non-admitted
Colony Specialty	A XIII	Non-admitted
Colony Insurance Company	A XIII	Non-admitted
Chubb Custom Insurance Company	A++ XV	Non-admitted
Endurance UK	A+ XV	Non-admitted
Endurance US	A+ XV	Non-admitted
Everest Security Insurance Company	A+ XV	Non-admitted
Great American E&S Insurance Company	A+ XIV	Non-admitted
Hanover Lloyd's Insurance Company	A XV	Non-admitted
Ironshore Insurance Ltd.	A XIV	Non-admitted
Liberty Insurance Co	A XV	Non-admitted
Lloyds	A XV	Non-admitted
Markel Insurance Company	A XV	Non-admitted
Navigators Specialty Insurance Company	A XII	Non-admitted
Princeton Excess & Surplus Lines Insurance Company	A+ XV	Non-admitted
RSUI Indemnity Company	A+ XIV	Non-admitted
Starr Surplus Lines Insurance Company	A XV	Non-Admitted
Westchester Surplus Lines Insurance Company	A++ XV	Non-admitted
Westport Insurance Corporation	A+ XV	Non-admitted

This is a summary of the excess structure and is for illustrative purposes only. It is not intended to provide full details regarding retentions, limits, sub-limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

Coverage placed with carriers that are non-admitted does not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent insurer

TAB K

FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN OF FLORIDA, INC.

655 NORTH FRANKLIN STREET
SUITE 1900
TAMPA FL 33602

Agency License Number L007011

Location Number: 125245

Issued On 07/25/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jeff Arwater
Chief Financial Officer
State of Florida

TAB L



BROWN-3

OP ID: JW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 M. Decker Youngman	386-239-7242	CONTACT NAME: LAURIE KOHLER #18017 PHONE (A/C, No, Ext): 386-239-7242 FAX (A/C, No): 386-323-9159 E-MAIL ADDRESS: lkohler@bbdaytona.com
INSURED BROWN & BROWN OF FLORIDA INC P O BOX 2412 DAYTONA BEACH, FL 32115		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property & Casualty NAIC # 25674 INSURER B: Continental Ins Co 35289 INSURER C: XL Specialty Insurance Company 37885 INSURER D: Travelers Indemnity 25658 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		TC2JGLSA9527B87418	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			TC2JCAP9527B86218	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			6011849429	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		TC2JUB9517B58018 TRKUB9518B76118	01/01/2018 01/01/2018	01/01/2019 01/01/2019	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	INS AGENTS E&O			ELU15345118	01/01/2018	01/01/2019	LIMIT \$ 20,000,000 AGGREGATE \$ 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF PORT ORANGE IS ADDITIONAL INSURED ON THE GENERAL LIABILITY PER FORM CG D2 48 08 05 AND A WAIVER OF SUBROGATION APPLIES ON THE WORKERS COMPENSATION PER FORM WC00031300-01.

CERTIFICATE HOLDER

CANCELLATION

CITYP-9 CITY OF PORT ORANGE 1000 CITY CENTER PARKWAY PORT ORANGE, FL 32119	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

TAB M

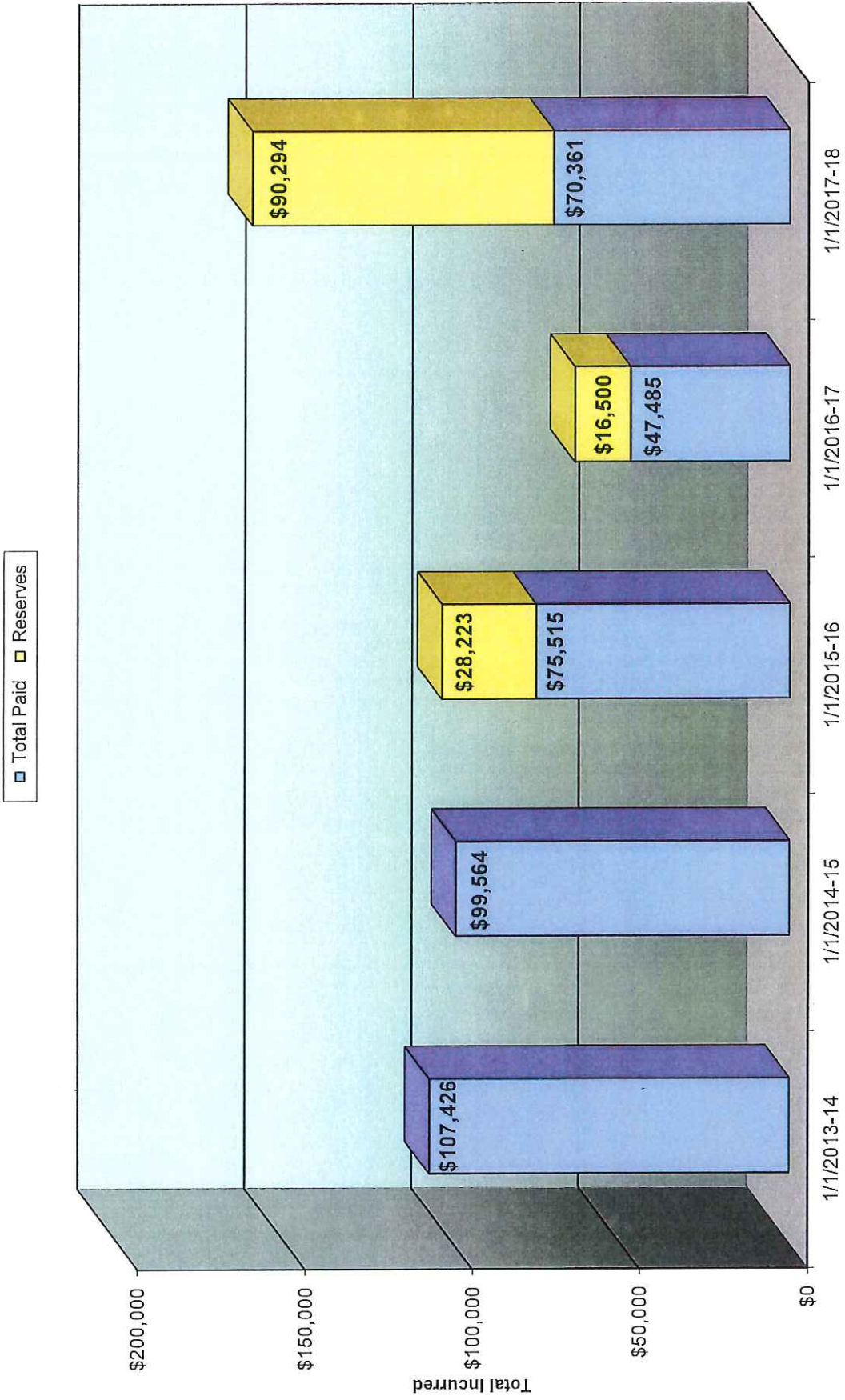
ABC Company

*Workers' Compensation
Loss Analysis
Sample Report*

*Bobbi Barlow, CPCU
Senior Vice President*

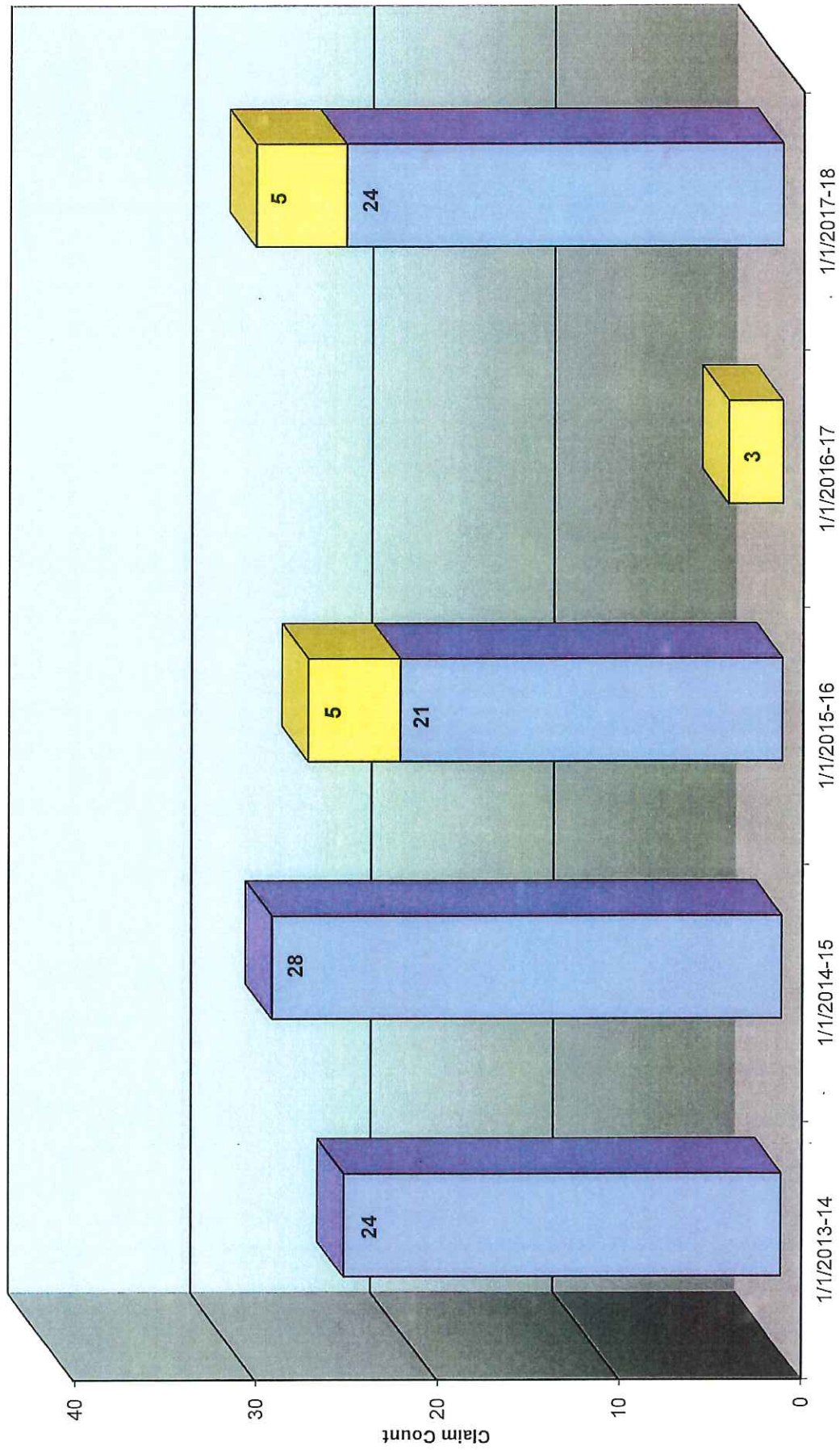


ABC Company **Total Incurred by Policy Year -- Workers' Compensation Loss Analysis**



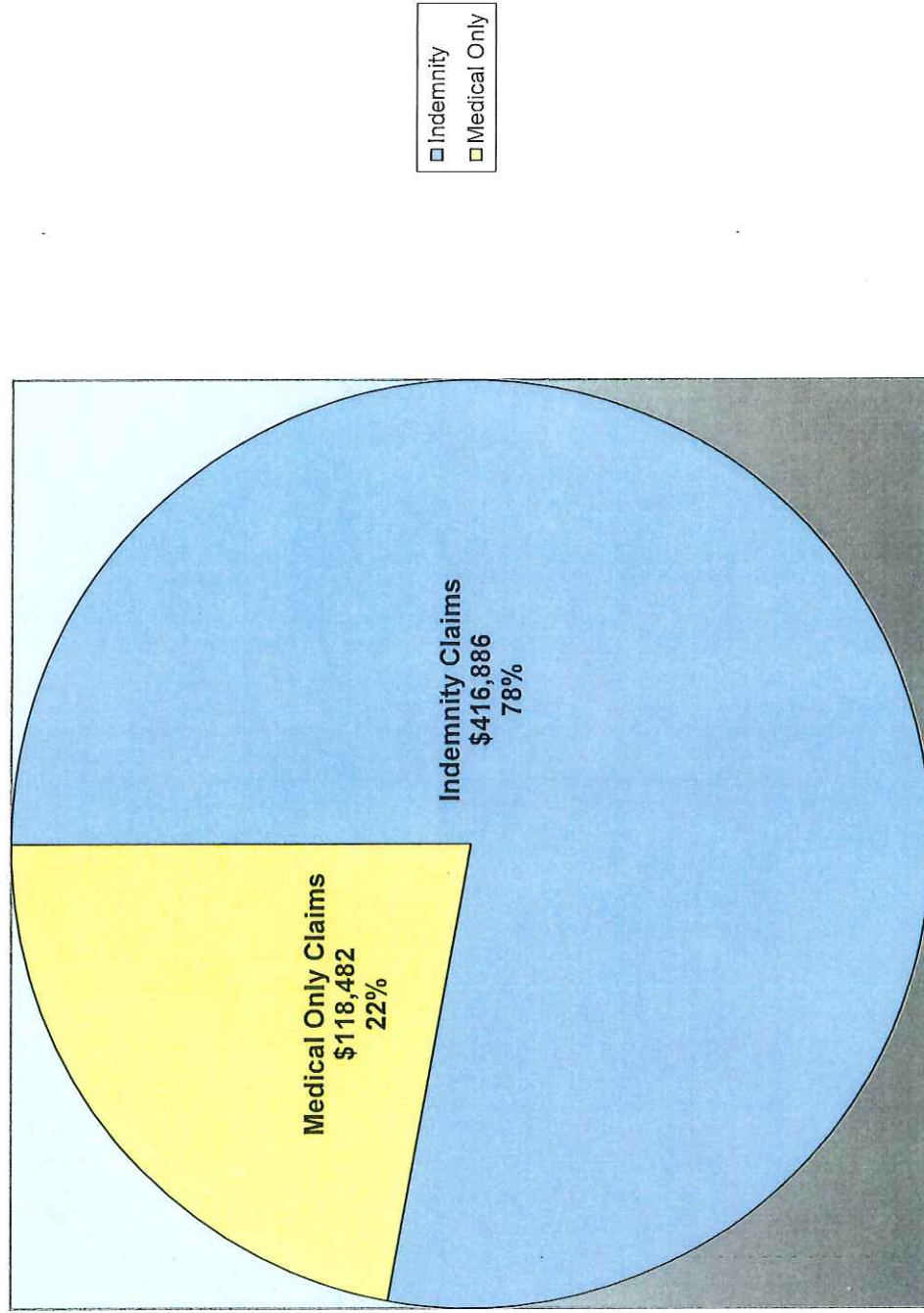
ABC Company Total Claim Count y Policy Year -- Workers' Compensation Loss Analysis

☒ Closed
 ☐ Open

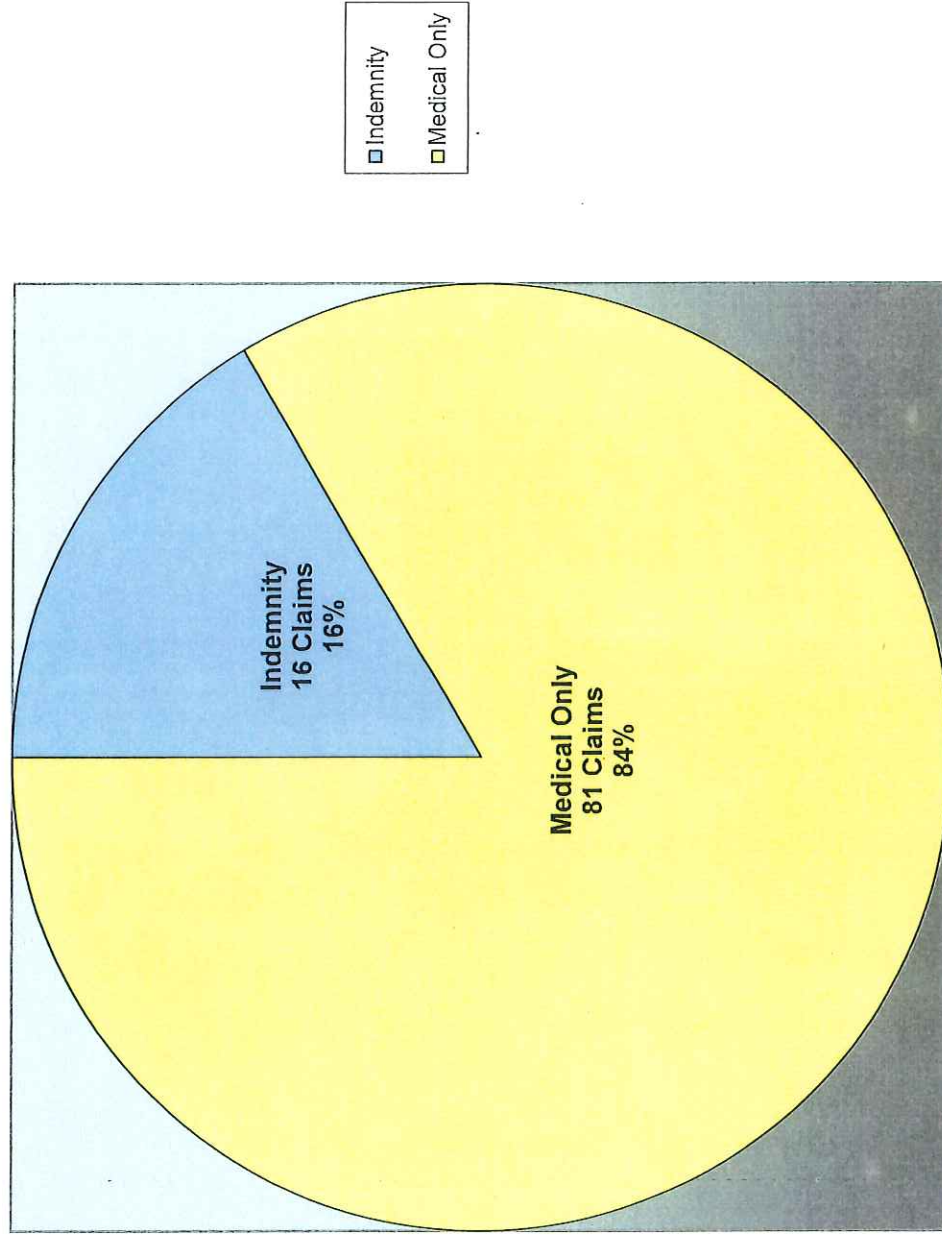


Sample
Valued at 3/16/2018

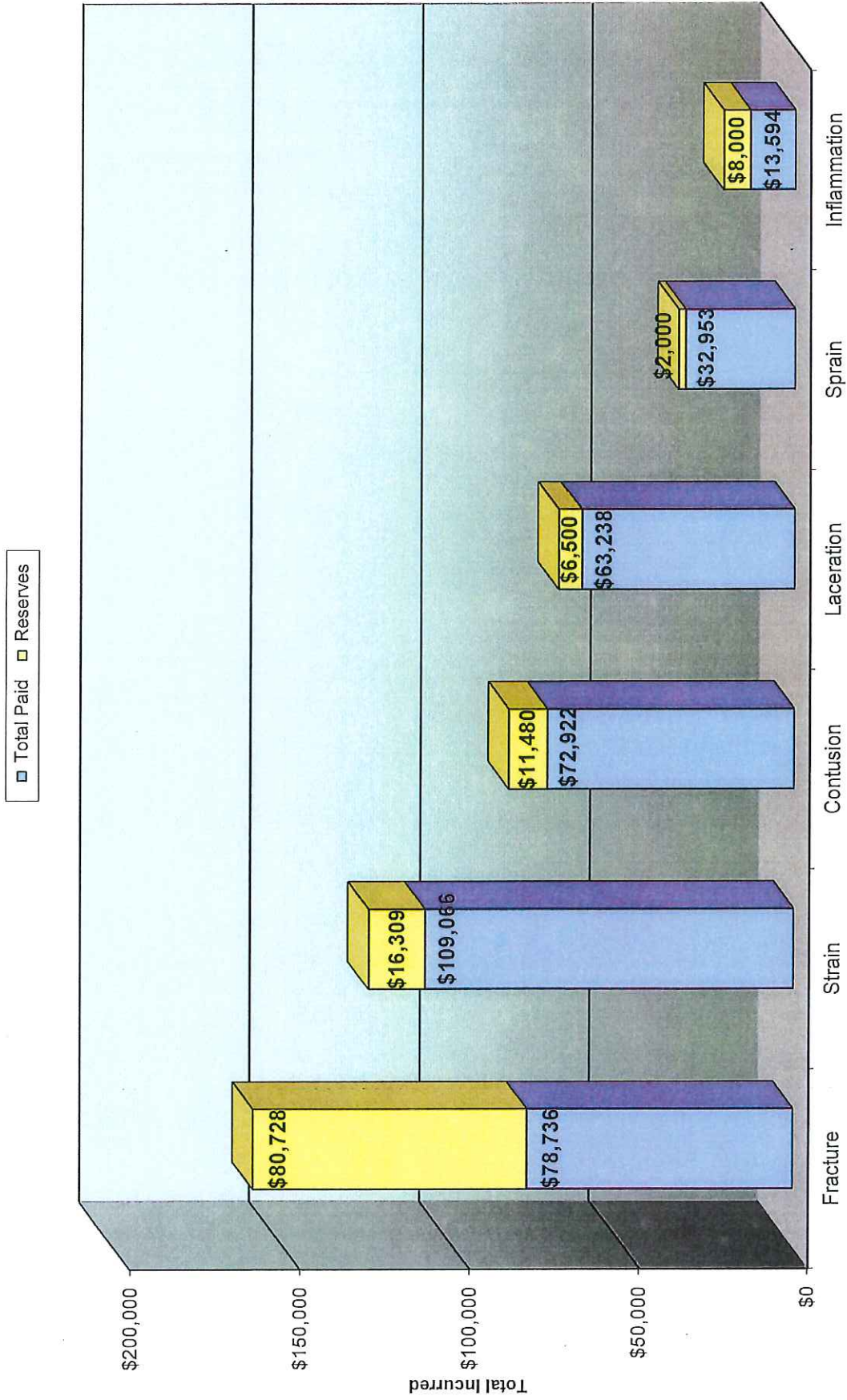
ABC Company
Total Incurred % by Type for all Policy Years -- Workers' Compensation Loss Analysis



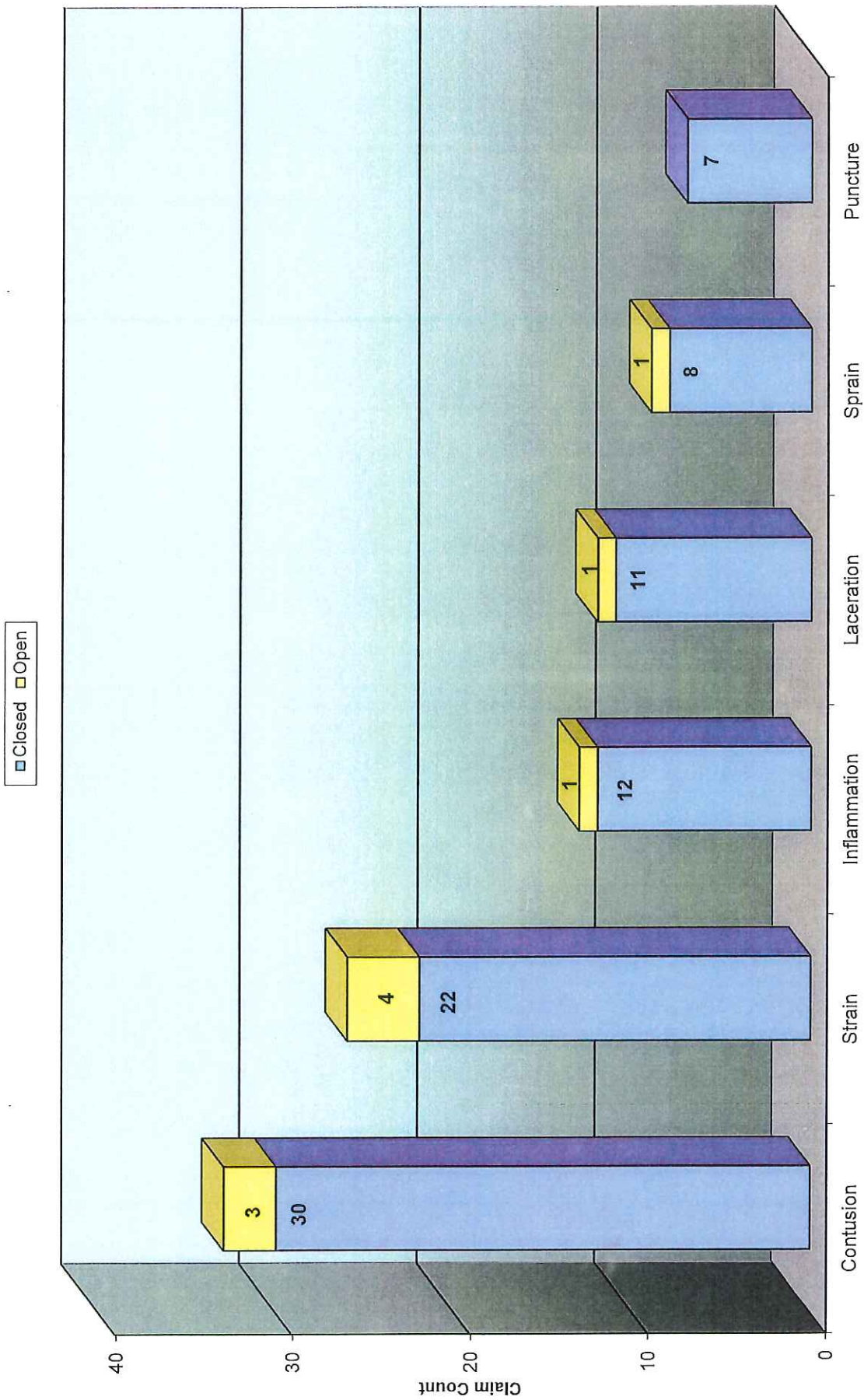
ABC Company
Total Claim Count % by Type for All Policy Years -- Workers' Compensation Loss Analysis



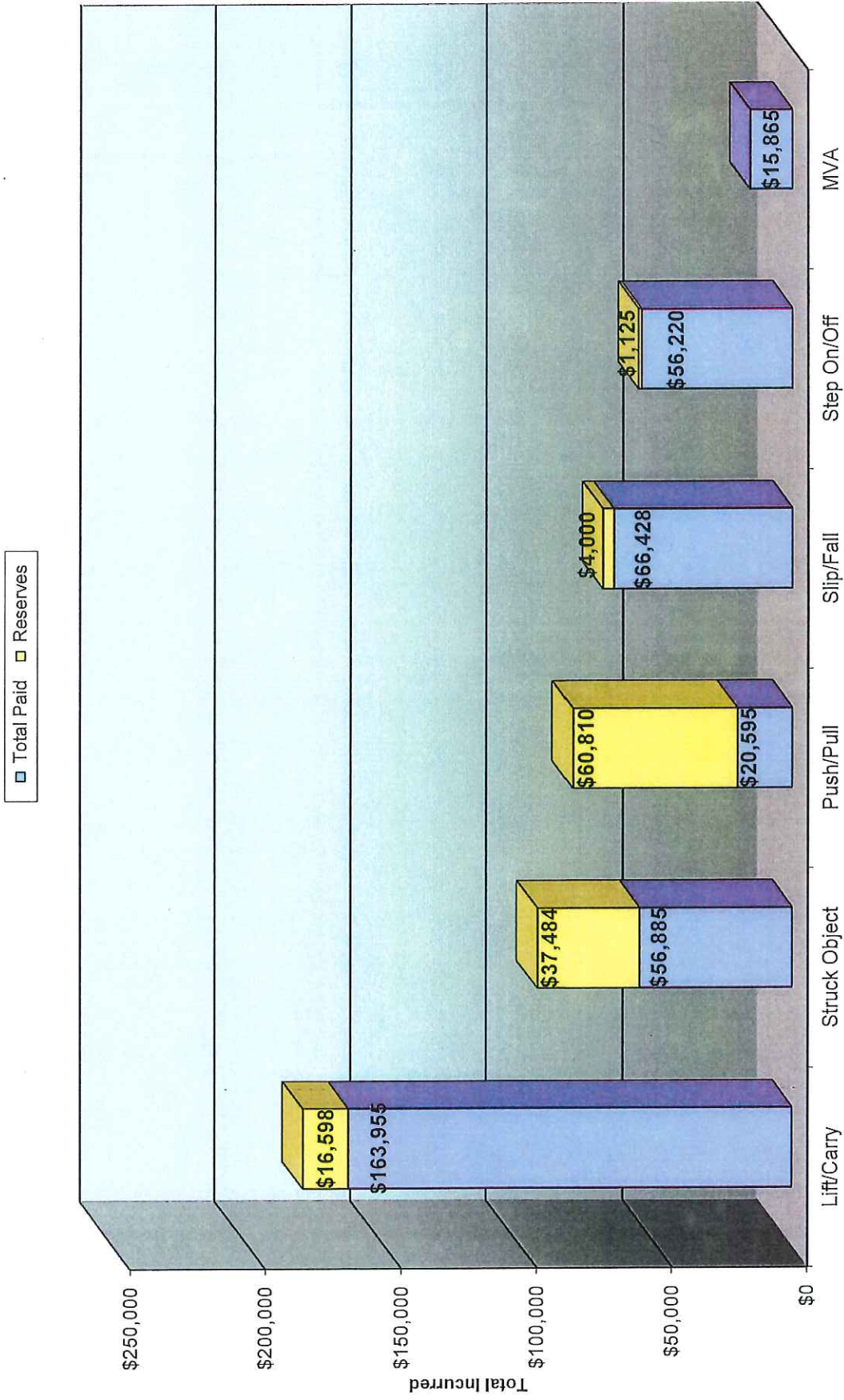
ABC Company Total Incurred (>\$20,000) by Nature of Injury -- Workers' Compensation Loss Analysis



ABC Company Total Claim Count (>6) by Nature of Injury -- Workers' Compensation Loss Analysis

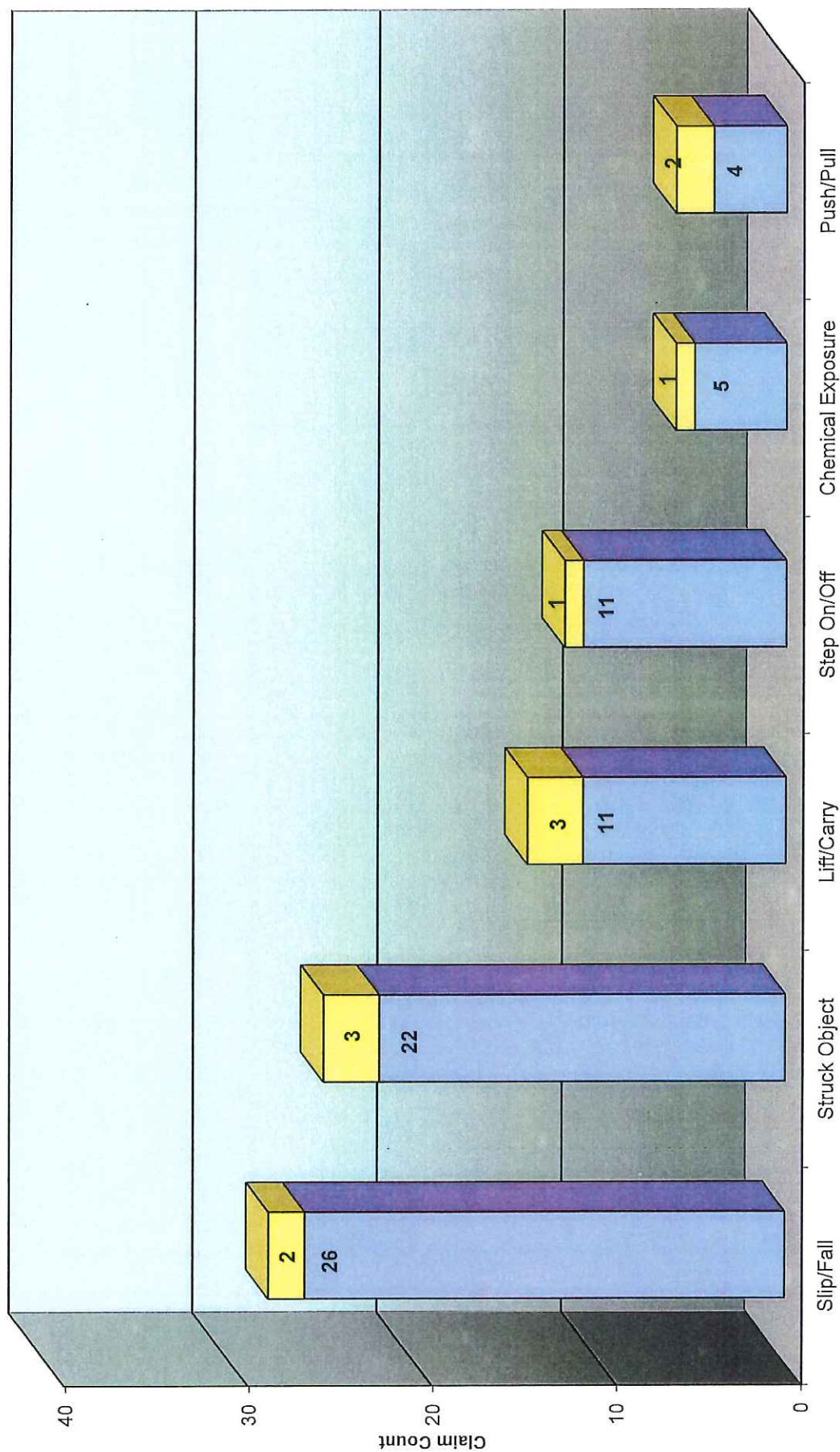


ABC Company **Total Incurred (>\$15,000) by Cause of Injury -- Workers' Compensation Loss Analysis**



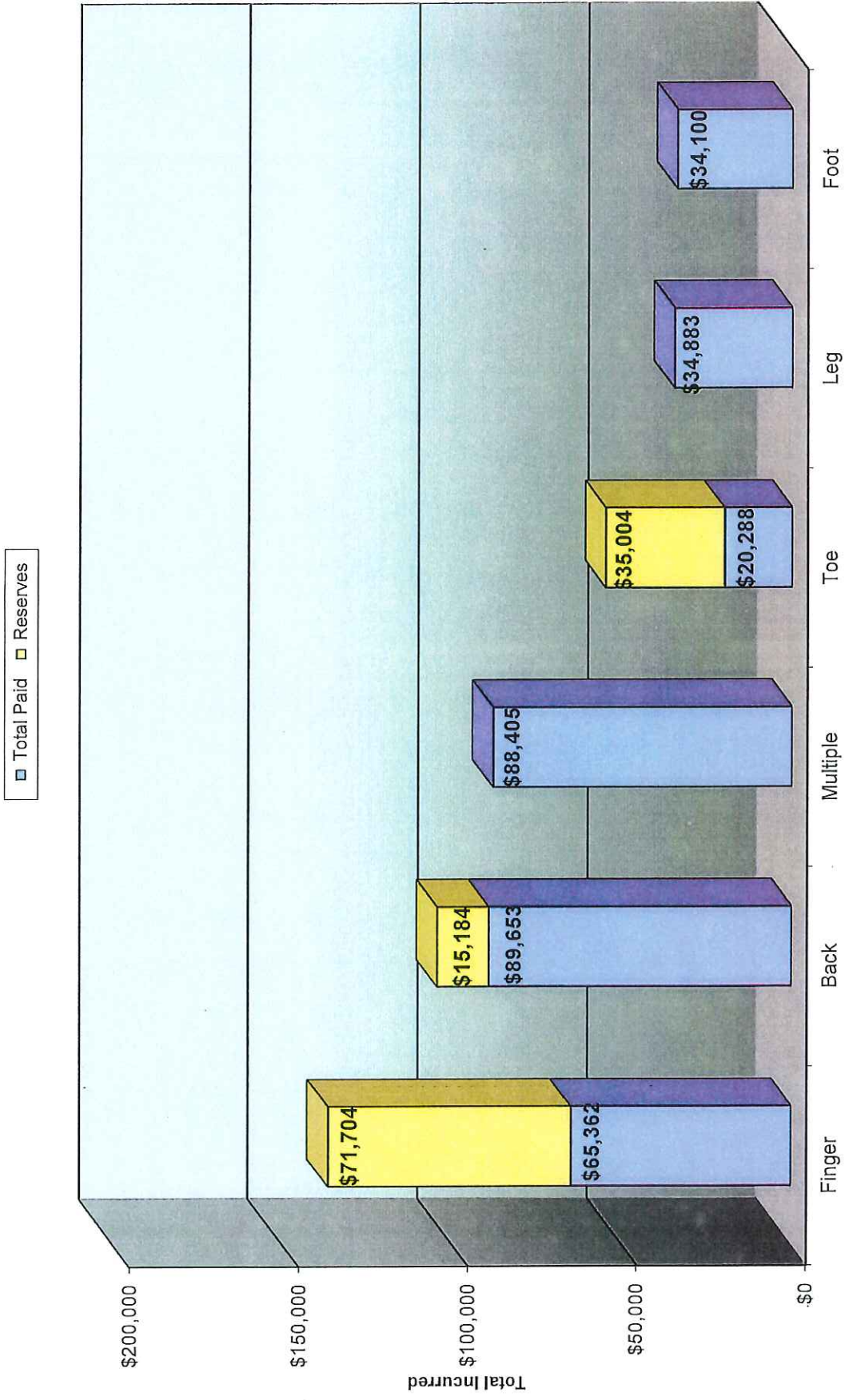
ABC Company Total Claim Count (>5) by Cause of Injury -- Workers' Compensation Loss Analysis

☐ Closed
 ☐ Open



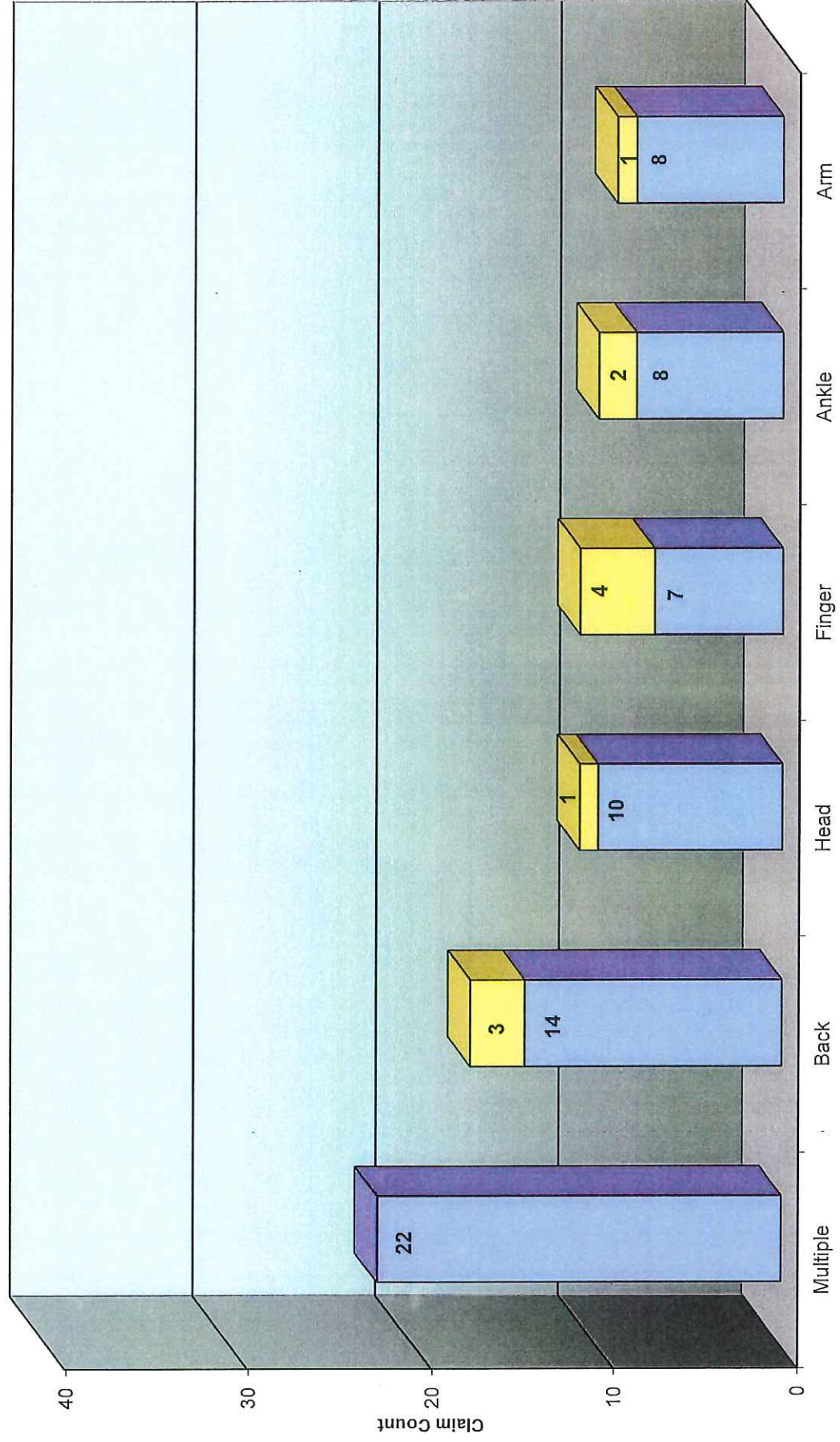
Sample
 Valued at 3/16/2018

ABC Company Total Incurred (>\$30,000) by Body Part -- Workers' Compensation Loss Analysis



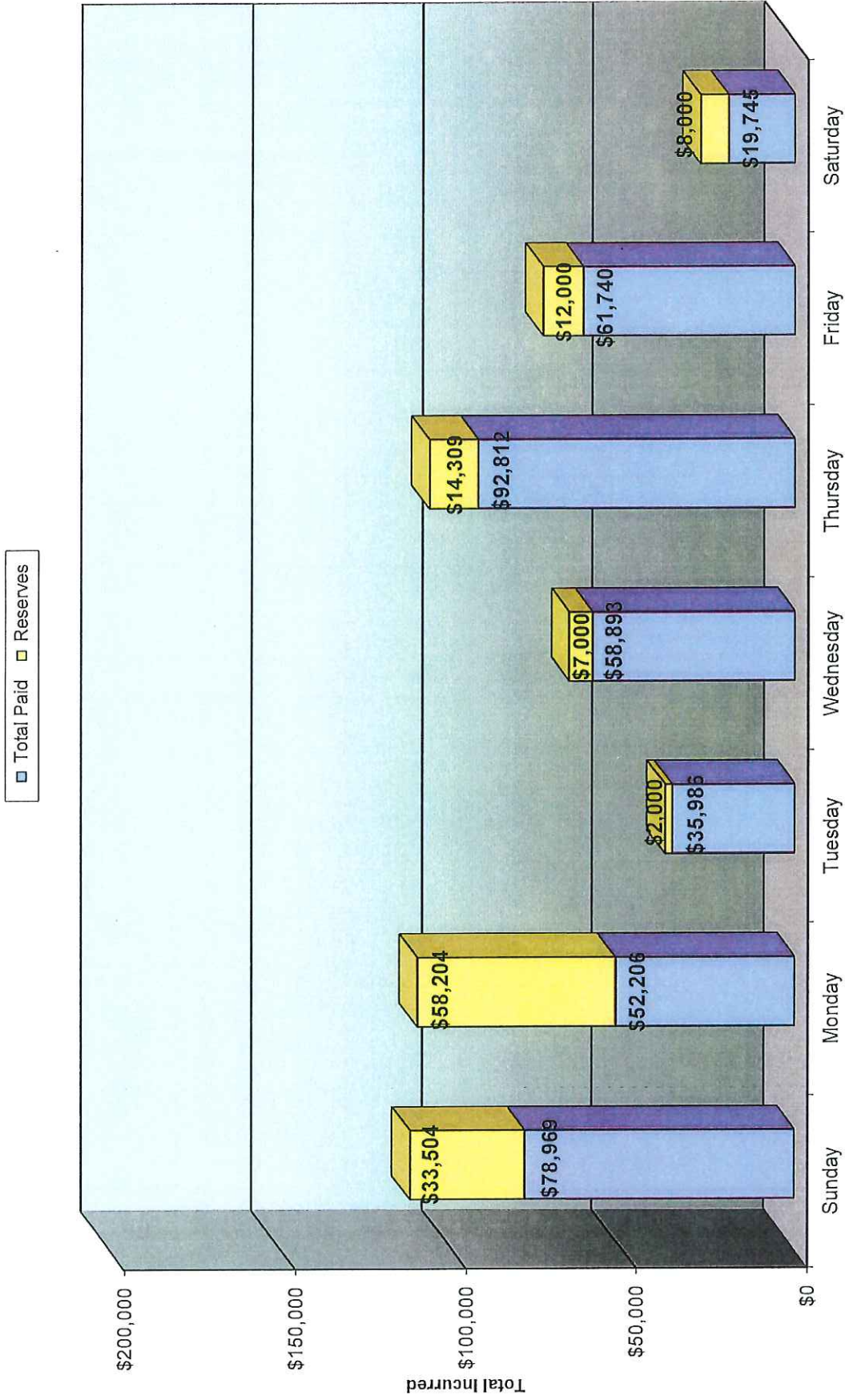
ABC Company Total Claim Count (>8) by Body Part -- Workers' Compensation Loss Analysis

■ Closed ■ Open

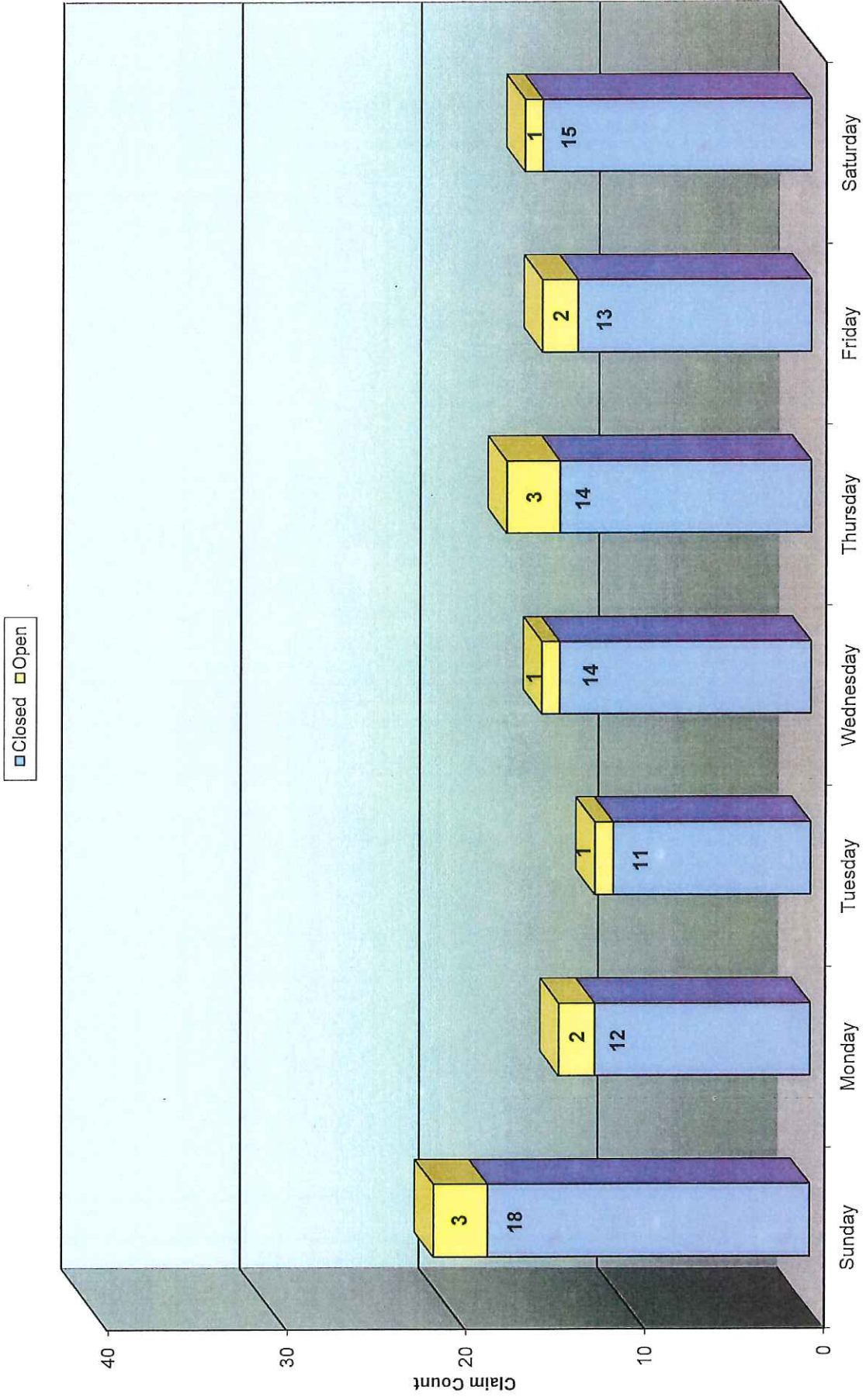


Sample
Valued at 3/16/2018

ABC Compeany **Total Incurred by Day of Week -- Workers' Compensation Loss Analysis**



ABC Company **Total Claim Count by Day of Week -- Workers' Compensation Loss Analysis**



Sample
 Valued at 3/16/2018

ABC Company
Open Claim List -- Workers' Compensation Loss Analysis

Status	DOI	Name	Type	Description	Paid	Reserves	Total Incurred
Open	1/15/2015	John	Indemnity	Employee strained back while lifting bucket	\$20,402	\$8,098	\$28,500
	2/6/2015	Sundayson	Indemnity	While opening door for student, she hit her toe			
	3/26/2015	Sarohia	Medical Only	Stepped of curb on to pavement and twisted ankle causing fall to the ground	\$7,231	\$10,000	\$17,231
	6/5/2015	Felix	Medical Only	While lifting heavy concrete items in off site storage facility, employee hurt his left side resulting in pain	\$375	\$1,125	\$1,500
	7/15/2015	Thielen	Medical Only	Injured worker was lifting a desk, hand slipped, desk fell and smashed left finger	\$149	\$2,000	\$2,149
	1/3/2016	Almendarez	Indemnity	While moving sheets of wood from a stack cart, cart tipped over and hand was caught between sheets of wood causing laceration and muscle	\$642	\$7,000	\$7,642
	1/5/2016	Almaguer	Medical Only	Slipped on wet pavement in parking lot and twisted ankle	\$47,328	\$6,500	\$53,828
	1/9/2016	Almendarez	Medical Only	Employee was lifting manhole cover when it dropped into manhole and splashed raw sewage into face	\$0	\$2,000	\$2,000
	10/8/2017	Albert	Indemnity	Employee jammed left foot against wood pallet and broke 4 toes	\$157	\$8,000	\$8,157
	10/19/2017	Doug	Indemnity	Employee stated he felt pain in neck while painting and moving roller up and down	\$12,396	\$25,004	\$37,400
	11/20/2017	James	Medical Only	Struck on finger by plug while pulling plug out of socket forcefully	\$8,913	\$5,086	\$13,999
	12/4/2017	Jacobsson	Indemnity	Employee was pulling up on metal pole to adjust height of TV when it came slamming down on finger causing a fracture	\$521	\$2,480	\$3,001
	12/17/2017	Komanski	Medical Only	Employee became dizzy and fell into support pillar at cubicle	\$3,748	\$55,724	\$59,472
Grand Total					\$101,862	\$135,017	\$236,879

ABC Company
Large Claim List -- Workers' Compensation Loss Analysis

Large Claim	DOI	Name	Type	Status	Description	Paid	Reserves	Total Incurred
Claim over \$25,000	2/14/2013	Leblance	Indemnity	Closed	Employee was opening a lift gate when the gate fell down on his foot	\$26,179	\$0	\$26,179
	5/21/2013	Rebecca	Indemnity	Closed	Employee was lifting a credenza with another employee when he felt a sharp pain in the lower abdomen and back	\$28,867	\$0	\$28,867
	1/13/2014	Ferreira	Indemnity	Closed	Employee was going up and down ladder and felt pain in left leg	\$32,698	\$0	\$32,698
	1/15/2015	John	Indemnity	Open	Employee strained back while lifting bucket	\$20,402	\$8,098	\$28,500
	9/11/2015	Borrego	Indemnity	Closed	Employee strained her back while throwing trash away in a dumpster	\$31,596	\$0	\$31,596
	1/3/2016	Almendarez	Indemnity	Open	While moving sheets of wood from a stack cart, cart tipped over and hand was caught between sheets of wood causing laceration and muscle tears of fingers	\$47,328	\$6,500	\$53,828
	10/8/2017	Albert	Indemnity	Open	Employee jammed left foot against wood pallet and broke 4 toes	\$12,396	\$25,004	\$37,400
	12/4/2017	Jacobsson	Indemnity	Open	Employee was pulling up on metal pole to adjust height of TV when it came slamming down on finger causing a fracture	\$3,748	\$55,724	\$59,472
						\$203,214	\$95,326	\$298,540
Grand Total								

ABC Company
Multiple Claim List -- Workers' Compensation Loss Analysis

#	Name	DOI	Cause	Paid	Reserves	Total Incurred
2	Albert	6/12/2017	Slip/Fall	\$741	\$0	\$741
		10/8/2017	Struck Object	\$12,396	\$25,004	\$37,400
	Almendarez	1/3/2016	Lift/Carry	\$47,328	\$6,500	\$53,828
		1/9/2016	Chemical Exposure	\$157	\$8,000	\$8,157
	Aquino	4/12/2013	Slip/Fall	\$225	\$0	\$225
		2/3/2017	Slip/Fall	\$426	\$0	\$426
	Ferreira	1/13/2014	Step On/Off	\$32,698	\$0	\$32,698
		7/13/2017	Lift/Carry	\$2,510	\$0	\$2,510
	Hernandez	1/27/2015	Struck Object	\$674	\$0	\$674
		5/23/2015	Slip/Fall	\$46	\$0	\$46
	Jeremy	12/26/2014	Push/Pull	\$622	\$0	\$622
		7/20/2015	Struck Object	\$680	\$0	\$680
	Junior	1/8/2014	Struck Object	\$15,083	\$0	\$15,083
		12/31/2014	Struck Object	\$576	\$0	\$576
	Maran	5/15/2014	Slip/Fall	\$397	\$0	\$397
		4/18/2017	Insect/Animal	\$357	\$0	\$357
	Sundayson	7/13/2014	Step On/Off	\$317	\$0	\$317
		2/6/2015	Struck Object	\$7,231	\$10,000	\$17,231
3	Urbina	11/5/2014	Chemical Exposure	\$932	\$0	\$932
		1/15/2015	Lift/Carry	\$400	\$0	\$400
		5/20/2013	Struck Object	\$117	\$0	\$117
	Oswaldo	8/23/2014	Slip/Fall	\$226	\$0	\$226
		10/16/2017	Insect/Animal	\$72	\$0	\$72
10/31/2014		Step On/Off	\$249	\$0	\$249	
Grand Total				\$127,005	\$49,504	\$176,509

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT
PREFERRED GOVERNMENTAL
INSURANCE TRUST**

SEPTEMBER 30, 2017 AND 2016

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Shores, Tagman, Butler & Company, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Board of Trustees

Preferred Governmental Insurance Trust

We have audited the accompanying financial statements of Preferred Governmental Insurance Trust, (the "Trust"), which comprise the Statements of Net Position as of September 30, 2017 and 2016, and the related Statements of Revenues, Expenses and Changes in Trust Net Position, Statements of Cash Flows for the years then ended and the related Notes to Financial Statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

INDEPENDENT AUDITORS' REPORT - CONTINUED

Auditors' Responsibility- Continued

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Preferred Governmental Insurance Trust as of September 30, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

The Management's Discussion and Analysis is not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Emphasis of Matter

As discussed in the Notes to Financial Statements, the terms of the Trust's service contract provide for claims adjusting services on claims that arose during the contract period provided that the contract remains in effect. In the event the contract is terminated, the Trust will be liable for the additional expenses related to adjusting these claims until all such claims are concluded. The amount of this liability, if any, cannot be presently determined. Accordingly, the accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

As discussed in the Notes to Financial Statements, the reserves for unpaid losses and loss adjustment expenses in the accompanying financial statements are based upon evaluations by the Trust's independent actuary. Management believes that these estimates are reasonable. However, these estimates are subject to change and the change can be material in relation to the financial statements taken as a whole. No assurance can be given that the actual losses will not be more or less than the current estimates. Our opinion is not modified with respect to this matter.

January 19, 2018

Sh. Tayman, Boten Company, P.A.

Preferred Governmental Insurance Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Preferred Governmental Insurance Trust (the Trust) has prepared the following narrative overview and analysis of the financial activities of the Trust for the fiscal year ending September 30, 2017 and 2016 using other comparative years as appropriate. We encourage readers to consider the information presented here in conjunction with the Trust's financial statements and Notes to Financial Statements to enhance their understanding of the Trust's financial performance.

Financial Highlights

Unless otherwise indicated, performance throughout this analysis is expressed in thousands.

- The strength of the Trust's overall financial condition has given it the ability to maintain the higher risk retention levels adopted during the 2014 fiscal year. Total net position (surplus) increased by \$2,986 from 2016 to 2017, or 3%, to a total of \$90,960. Total net position decreased by \$3,449 from 2015 to 2016, or 4%, to a total of \$87,974. The current year increase and prior year decrease in net position were driven by actuarially determined changes in expected loss ultimates resulting in fluctuations in unpaid losses and loss adjustment expenses.
- Total assets have steadily increased in each of the last two years. Total assets increased by \$14,101 from 2016 to 2017, or 7%, to a total of \$220,315. Similarly, total assets increased by \$14,286 from 2015 to 2016, also 7%, to a total of \$206,214. Improvements each year are attributable to investment earnings, growth in cash and investments, and increased retention of losses.
- Investment earnings have consistently tracked with internally adopted benchmarks. Investment earnings of \$6,187 represent returns of 3.2% on average investment balances in 2017. Earnings in 2016 were \$7,680 as the Trust's investments posted a 4.3% return on average investment balances. The past two years represent the first time in over a decade in which consistent levels of earnings were reported. Frequently excellent years are followed by years with lower returns in response to market corrections. During 2014, the Trust increased its allocation to intermediate term bonds, magnifying the impact of changing interest rates on the portfolio, and doubled its investment allocation to stocks in currently high performing equity markets. Management fully anticipates greater volatility as a consequence of assuming greater risks.
- The ratio of our premium to our net position, a common measure of solvency has been nearly one to one each year. The ratio shows the degree to which the Trust's premium exceeds or is nearly covered by net position. Consistently increasing premium revenues from 2015 to 2017 in comparison to flat net position produce a ratio of premium to net position of 115% in 2017 in comparison to 110% in 2016 and 102% in 2015. Management fully anticipated this initial financial result to increased risk retention.
- Routine recoveries from the Trust's excess program were generally flat over the prior year, however workers compensation amounts are declining and package increasing. As claims mature and costs invade excess layers, timely and effective collections of claims of ceded risk have become increasingly important to the Trust. Routine excess recoveries declined by nearly \$2.0 million from levels achieved in 2014 and 2015 in response to changes in retention and the settlement of older claims eligible of excess reimbursement. Excess payments on larger liability claims sustained the Trust's reimbursement volume.

Preferred Governmental Insurance Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction of the Trust's financial statements. Typically, government financial statements would be presented as three components:

- 1) government-wide financial statements,
- 2) fund financial statements, and
- 3) notes to the financial statements.

However, as the Trust uses only one proprietary fund, which presents financial statement information in the same manner as government-wide financial statements, only with more detail, we do not present government-wide financial statements as the information would be repetitive.

The financial statements are comprised of the statement of net position, the statement of revenues, expenses and changes in fund net position and the statement of cash flows and the notes to the financial statements. The financial statements are prepared on an accrual basis in accordance with U.S. generally accepted accounting principles applicable to governmental enterprise funds.

The statement of net position presents the Trust's financial position as of the end of its fiscal year. Information is displayed on assets and liabilities with the difference between the two amounts as net position. The net position of the Trust reflects the present value of resources available to its members at the end of the fiscal year after satisfaction of all loss reserves.

The statement of revenues, expenses and changes in fund net position presents information detailing the revenues and expenses that resulted in a change in net position during the current fiscal year. All revenues and expenses are reported on an accrual basis. This means that the revenue or expense is recognized as soon as the underlying event giving rise to the change occurs, regardless of when the actual cash associated with the event is received or paid. Thus revenues and expenses are reported in this statement for some items that will not result in cash flows until future fiscal periods. For example, premiums collected from a public entity might not be reflected as revenue until fully earned by the passage of time. Likewise, claims that occurred during the fiscal year will be reflected as an expense whether or not they have been paid as of the end of the fiscal year.

The statement of cash flows represents the cash provided and used by the Trust categorized by operating activities and investing activities. It reconciles the beginning and end of year cash balances contained in the balance sheet. The effects of accrual accounting and not cash activities, such as premium and discount amortization are adjusted to supplement the presentation in the statement of revenues, expenses and changes in fund net position.

The notes to the financial statements follow the basic financial statements and provide additional information that is essential to a full understanding of the data provided in the financial statements. In addition to the financial statements and accompanying notes, required supplementary information is presented illustrating the Trust's past ten years of earned revenues and investment income compared to related costs of losses and other expenses incurred by the Trust.

Preferred Governmental Insurance Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Financial Analysis

The Preferred Governmental Insurance Trust measures its performance using three basic financial statements: Statements of Net Position, Statements of Revenues, Expenses and Changes in Trust Net Position and Statements of Cash Flows.

Statements of Net Position. The Trust's Statements of Net Position display the assets, liabilities and net position of the Trust as of the Trust's year end, September 30. A comparison of audited balances as of September 30, 2017, 2016 and 2015 display continued increases in assets and maintenance of a stable net position. The growth in assets is a function of strong underwriting discipline, vigorous control of losses and responsible investment.

Assets grew in the 2017 and 2016 fiscal years in response to growth in premium in combination with good investment returns, ongoing containment of excess insurance costs and increased retentions taken by the Trust.

	2017	% Change	2016	% Change	2015
ASSETS					
Current Assets					
Cash and cash equivalents	\$ 11,334	66.4%	6,811	-53.5%	14,652
Accrued interest receivable	911	26.9%	718	-10.3%	800
Premiums receivable	199	-47.4%	378	5.0%	360
Excess recoverables on paid losses	6,180	71.6%	3,602	-11.3%	4,062
Prepaid expenses and other assets	13,506	6.0%	12,742	-22.4%	16,413
Investment securities available for sale	188,185	3.4%	\$ 181,963	16.9%	\$ 155,641
TOTAL ASSETS	\$ 220,315	6.8%	\$ 206,214	7.4%	\$ 191,928
LIABILITIES AND NET POSITION					
Current Liabilities					
Accounts payable and other liabilities	\$ 34	100.0%	\$ 17	-99.1%	\$ 1,846
Claims service fees payable	518	43.5%	361	-19.1%	446
State of Florida assessments payable	175	6.1%	165	5.8%	156
Member prepayment	714	-51.5%	1,471	-15.2%	1,735
Unearned premium	9,442	-10.7%	10,576	0.3%	10,546
Unpaid losses and loss adjustment expenses	31,833	4.1%	30,592	25.9%	24,300
	42,716	-1.1%	43,182	10.6%	39,029
Noncurrent Liabilities					
Unpaid losses and loss adjustment expenses	\$ 86,529	15.6%	\$ 74,861	22.0%	\$ 61,378
Advances by excess insurers	110	-44.2%	197	101.0%	98
	86,639	15.4%	75,058	22.1%	61,476
TOTAL LIABILITIES	129,355	9.4%	118,240	17.6%	100,505
NET POSITION – UNRESTRICTED	90,960	3.4%	87,974	-3.8%	91,423
TOTAL LIABILITIES AND NET POSITION	\$ 220,315		\$ 206,214		\$ 191,928

Preferred Governmental Insurance Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

The improved asset position was entirely offset by increases in estimates of unpaid losses and loss adjustment expenses in the 2016 and 2015 fiscal years. The steady increase in the liability for unpaid losses and loss adjustment expenses in those years was attributable to the Trust's decision to retain additional risk for its workers compensation coverage and economic and environmental conditions resulting in increases to Florida's tort cap. Those loss estimates have been gradually revised downward in response to actual experience. Surplus began to increase in 2017. The increase in the Trust's investments on hand in comparison to the accrued increases in unpaid future losses is a fully anticipated consequence of the Trust's business decision to accept more risk.

A significant component of our costs has been our excess insurance program. The ability to appropriately negotiate excess coverage in a manner that economically and effectively mitigates risks with a variety of business partners both in the United States and abroad has been essential to the ongoing success of the Trust.

Indeed, maturing claims make the excess program even more important as cash flows become dependent not only on our premium collections but also upon the timeliness of recoveries from excess insurance carriers.

The following schedule summarizes the collections from excess insurance carriers over the last five fiscal years by line. Both the importance of excess insurance recoveries and the consistency in collection efficiency for routine (non catastrophic/non hurricane) claims is shown below.

Year	Workers Compensation	Package			Total
		Non Catastrophic	Catastrophic	Subtotal	
2017	\$ 5,050	\$7,671	\$428	\$8,099	\$13,149
2016	\$ 8,670	\$4,326	\$ -	\$4,326	\$12,996
2015	\$ 9,407	\$5,540	\$ -	\$5,540	\$14,947
2014	\$11,341	\$3,265	\$ -	\$3,265	\$14,606
2013	\$ 9,671	\$2,422	\$ -	\$2,422	\$12,093

Routine collections from the excess program for combined workers compensation and non-catastrophic coverage has been a steady \$13.0 million over the last two years after ranging between \$14.0 and \$15.0 million during the 2015 and 2014 years. The gradual erosion of workers compensation recoveries in response to increased retentions drove collections lower. The fluctuations in non catastrophic package recoveries marked by increased exposure to an increased tort cap changed the composition of collections. Collections generally represent claims initially paid by the Trust and then reimbursed by excess carriers. Maturing claims in years in which the Trust assumed lower risks for workers compensation exposures is the primary force behind new collection patterns. Uniform collections of about \$13.0 million throughout the current and prior year has preserved average investment balances and helped to produce about \$208,000 (not in thousands) in investment earnings at 3.2% in 2017 and \$279,500 (not in thousands) in investment earnings in 2016 based on that year's 4.3% investment returns.

Preferred Governmental Insurance Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Statements of Revenues, Expenses and Changes in Trust Net Position. The Statement of Revenues, Expenses and Changes in Trust Net Position display the Trust revenues and expenses and the manner in which they account for the change in net position. The following schedule shows a comparison of that activity for the years ended September 30, 2017, 2016, and 2015 and a number of key relationships.

	2017	% Change	2016	% Change	2015
OPERATING REVENUES					
Premiums	\$ 104,514	8.1%	\$ 96,720	4.1%	\$ 92,916
OPERATING EXPENSES					
Losses and loss adjustment expenses	51,913	-4.8%	54,508	25.7%	43,363
Excess insurance expense	31,460	1.8%	30,910	-6.7%	33,125
Administrative fees	10,681	7.9%	9,898	3.8%	9,537
State of Florida assessments	715	5.8%	676	5.1%	643
Agent commissions	7,037	7.1%	6,573	1.9%	6,452
Claims service fees	4,454	12.4%	3,961	6.3%	3,727
Other expenses	1,454	9.9%	1,323	17.2%	1,129
TOTAL EXPENSES	107,714	-0.1%	107,849	10.1%	97,976
OPERATING INCOME (LOSS)	(3,200)	-71.2%	(11,129)	-119.9%	(5,060)
NON OPERATING REVENUES					
Net investment income	5,900	44.9%	4,071	-26.4%	5,528
Net increase (decrease) in fair value of investments	286	-92.1%	3,609	NA	(3,775)
	6,186	-19.5%	7,680	338.1%	1,753
CHANGE IN NET POSITION	2,986	NA	(3,449)	4.3%	(3,307)
NET POSITION – Beginning	87,974	-3.8%	91,423	-3.5%	94,730
NET POSITION – Ending	\$ 90,960	3.4%	\$ 87,974	-3.8%	\$ 91,423

The current year results for the Trust benefited from increased premiums, strong investment income and containment of excess insurance expense. Year over year comparative results benefitted from reduced loss and loss adjustment expenses previously accrued in response to a strengthening of expected loss reserves.

Loss and loss adjustment expenses had increased by approximately \$12,000 each year from 2014 to 2016 as a result of a combination of increased retention, primarily in the workers compensation line of coverage, as well as a reduced benefit from reductions of prior year reserves in all lines of coverage. Management believed that these expense estimates were conservative and began to see more favorable development relative to prior year accruals in the 2017 year. Accrued expenses declined nearly 5% or \$2.6 million in the current year.

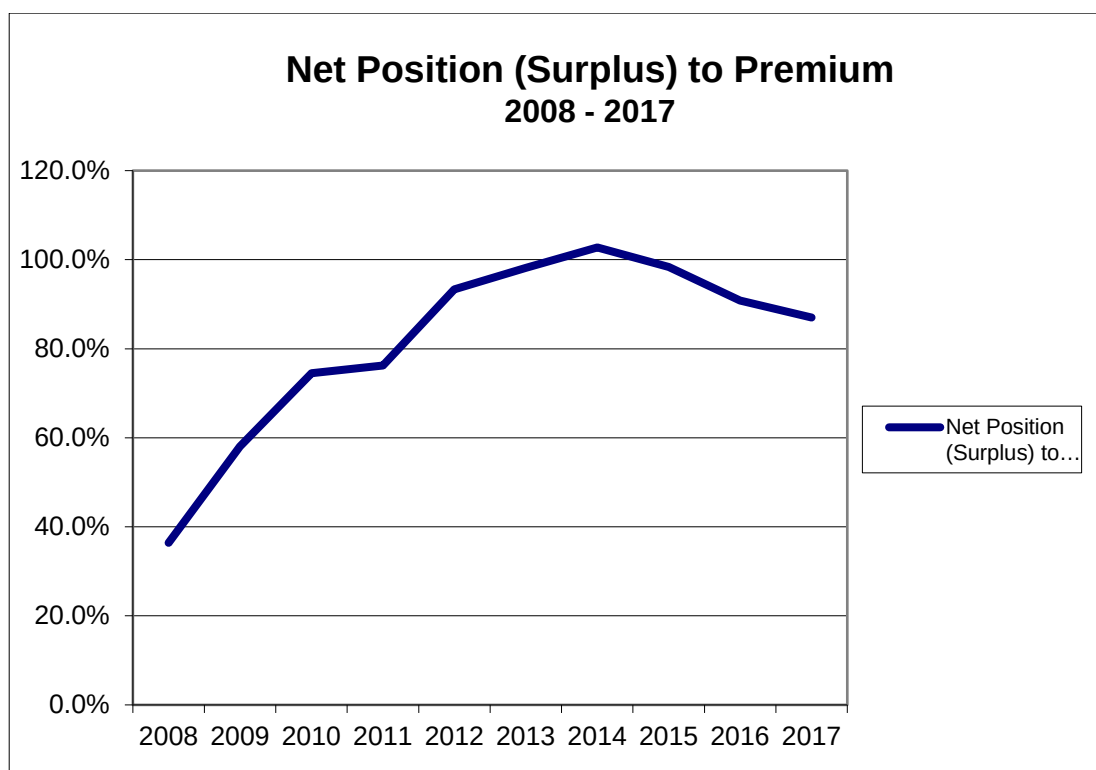
Conversely, excess insurance expense has remained stable. The Trust has benefitted from a continued decline in the property insurance environment as well as assumption of higher workers compensation retentions, both resulting in lower excess insurance premiums.

Preferred Governmental Insurance Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Containment of cash paid for excess insurance provided the resources for increased investment balances while the increase in estimated expenses associated with unpaid losses and loss adjustment expenses decreased net position in prior years or muted the increase in net position in the current year. Management fully anticipated the immediate increase in cash and invested assets and increase in deferred and accrued liabilities that result in the decline or slow growth in net position.

Net investment income reflects strong performance generally consistent with the overall market.



The capitalization of the Trust was stable in 2017 with net position consistent as a percentage of premiums. Over the last ten years, net position has increased from less than 40% of earned premium to over 90% of earned premium. Results reflect the consistent conservative underwriting of the Trust.

Statements of Cash Flows. The Statements of Cash Flows display the sources and uses of the Trust's cash generated from operating and investing activities.

The increases in the Trust's cash flows from continuing operations in all years presented show the impact of increased retentions and the resulting reduction in excess insurance (ceded reinsurance) payments. Cash flows from operations totaled \$4,751 in 2017. Current year results are lower than the positive cash flows from operations of \$10,718 and \$14,425 in 2016 and 2015 respectively. Reduced cash flow from operations comes in response to increased payments for losses and loss adjustment expenses.

Preferred Governmental Insurance Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Although operating cash is used in response to the consistent demands from maturing claims, classified as losses and loss adjustment expenses paid, diligent collections of excess recoveries described above serve to offset a portion of those amounts and stabilize operating cash outflows. Current year cash flows from operations responded favorably to the containment of excess insurance costs (ceded reinsurance), consistent collections of excess insurance recoveries and increases to net premiums collected.

	2017	2016	2015
CASH FLOWS FROM CONTINUING OPERATIONS			
Premiums collected from policyholders	\$ 102,125	\$ 95,802	\$ 95,320
Excess premiums paid to reinsurance carriers	(31,547)	(27,257)	(33,097)
Losses and loss adjustment expenses paid	(39,004)	(34,733)	(28,188)
Other underwriting expenses paid	(26,824)	(23,093)	(19,610)
NET CASH PROVIDED BY OPERATING ACTIVITIES	4,751	10,718	14,425
CASH FLOWS FROM INVESTING ACTIVITIES			
Net proceeds (purchases) of debt and equity securities	(5,936)	(22,712)	(25,669)
Investment income collected	5,707	4,153	5,453
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	(229)	(18,559)	(20,216)
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	4,522	(7,841)	(5,792)
Cash and short term investments – beginning of year	6,811	14,652	20,444
CASH AND SHORT TERM INVESTMENTS - END OF YEAR	\$ 11,334	\$ 6,811	\$ 14,652

Over the last three fiscal years, the Trust has transferred a total of \$30 million dollars into its investment portfolio, \$20 million in 2016 and \$10 million in 2015. The aggressive increase in invested capital came in response to declining excess insurance costs resulting from both improved excess insurance market conditions and increased retentions. The Trust did not increase its investment portfolio in 2017 but did not draw upon it for operations. Increases to investments were funded by investment earnings. The increased investments are displayed as a use of cash from investing activities. The investment portfolio of the Trust increased 21% from the 2015 fiscal year to the 2017 fiscal year in direct response to continued improvements to cash provided by operations and investment earnings.

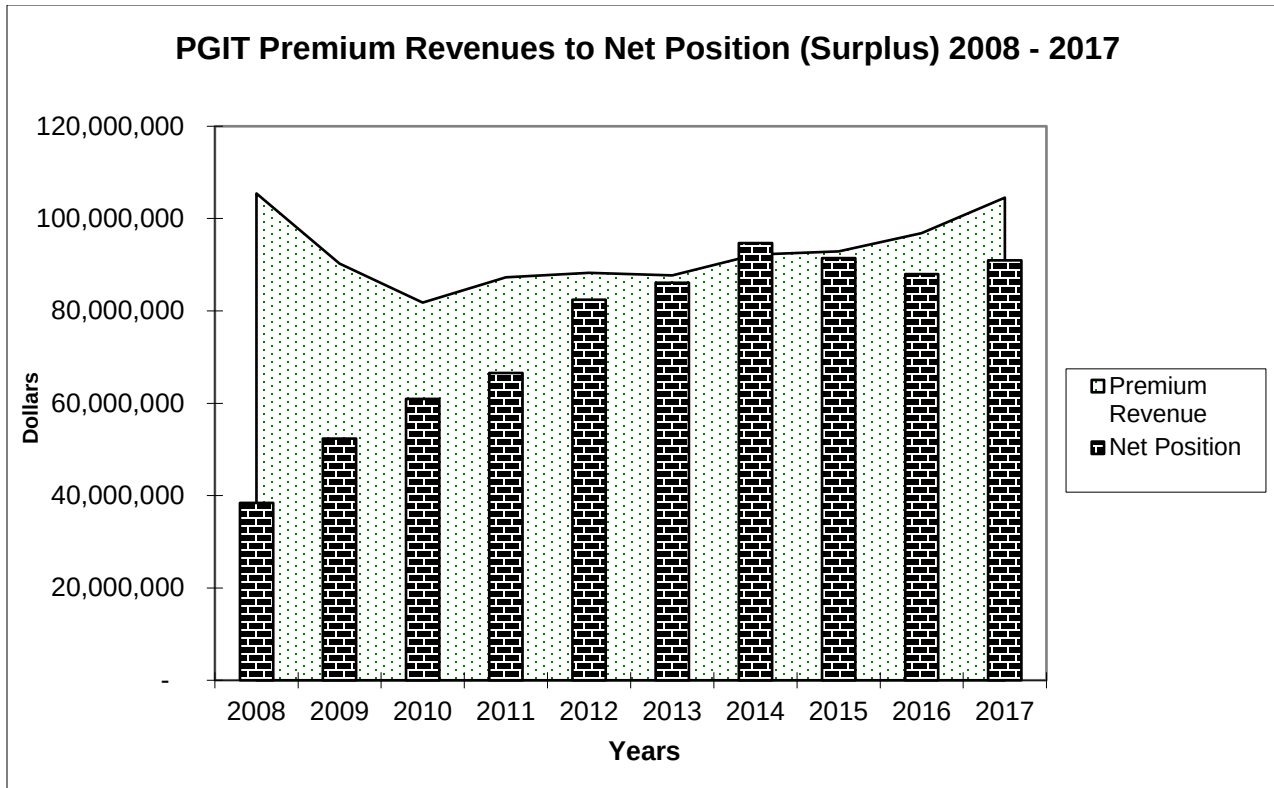
Economic Factors and Major Initiatives

Markets. Increased premium revenues in 2017 and 2016 came in response to increasing average rates of both workers compensation and property markets. The Trust experienced both an increase of insurable units as well as addition of new members. Financial results each year are impacted by the Trust's tempered response to meeting aggressive pricing challenges in the highly competitive market for public entity insurance programs.

Preferred Governmental Insurance Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Net position as a percentage of revenue has remained relatively stable from 2015 to 2017 and has increased steadily since 2008. The following graph shows the comparison of premium revenue to growth in fund surplus (net position) for the last ten years.



Initiatives. The Trust dedicated a leadership position to loss control to assist members and to help the Trust contain losses in 2015 and inaugurated the Preferred Training Incentive Programs (TIPs), a member reimbursement program with matching training/safety incentives that can be applied for by any current member of the Trust. The enormously popular program resulted in over \$540,000 in distributions to members in 2017 in recognition of their ongoing training and safety improvement efforts. Current year volume compares to \$445,000 in 2016 and \$235,000 in 2015.

Through its administrator, the Trust continues to offer and invest in online services to its membership through its Preferred Academy including learning and training opportunities through webinars, Target Solutions, My Community Workplace, and HR & Cyber Support Center related to both coverage and legal issues.

The Trust also provides on-line loss runs, claim notes and other analytics for claims management as it remains responsive in the highly competitive public entity insurance market.

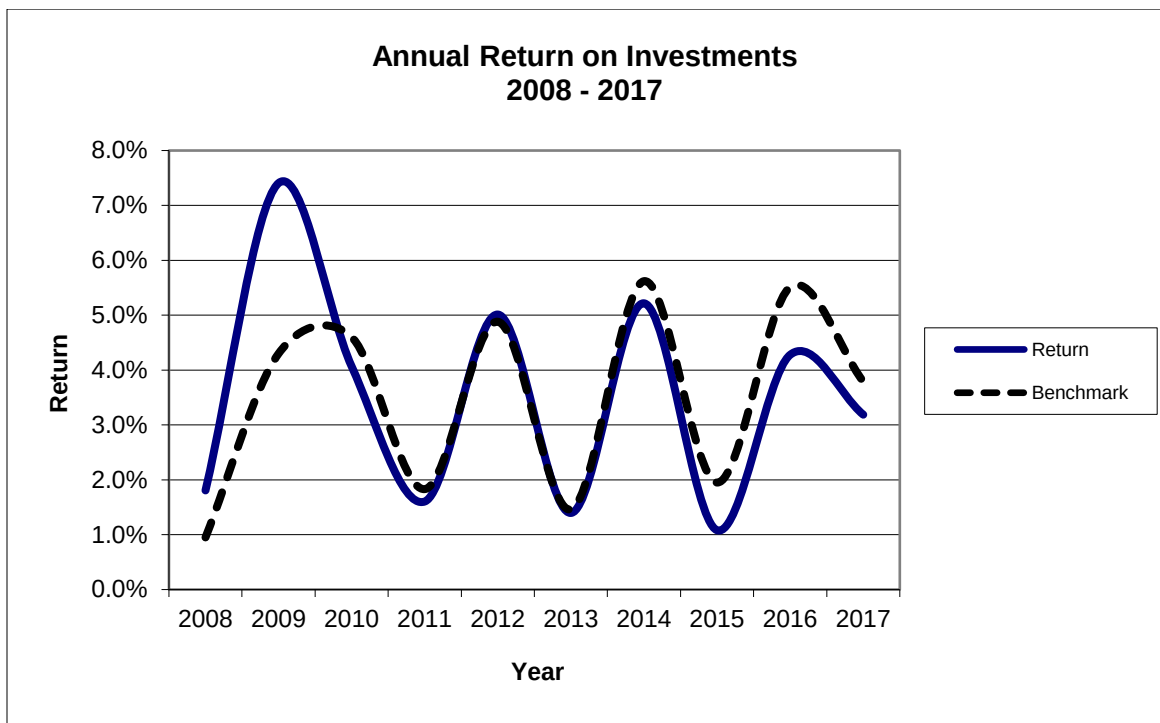
Preferred Governmental Insurance Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Investments. Even as the Federal Reserve Open Market Committee begins to allow interest rates to slowly increase in the coming year, fixed income results are likely to remain below long term averages and also cause unrealized losses on our portfolio. Even modest changes in effective market interest rates can cause significant changes in portfolio value. Current year earnings on fixed income securities were modest and still benefitted from some unrealized gains.

Revisions to the Trust's investment policy at the beginning of the 2014 fiscal year shifted a greater percentage of its portfolio to equity securities. Outstanding returns in equity markets coupled with the Trust's increased participation in those markets produced near record investment earnings for the Trust in that year. Stock market corrections at the end of the 2015 fiscal year produced lower results but positioned the Trust for magnified gains in the 2016 fiscal year in response to a robust equity market that were largely sustained through 2017. As always, investment returns are uncertain but asset allocations have steadily produced results consistent with internally established benchmarks and the Trust's risk tolerance.

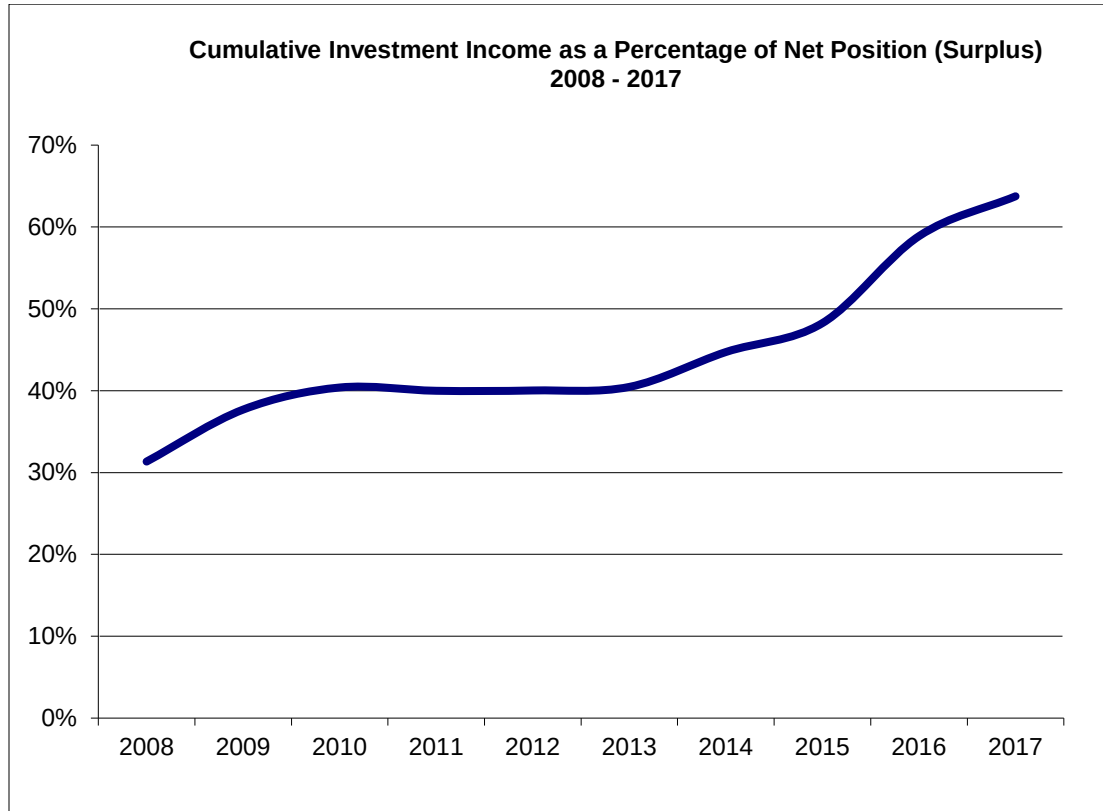
The following graph shows the investment performance of the Trust in comparison to those adopted benchmarks. Investment earnings track with market volatility and have followed the behavior of benchmark measures. Although the 2017 year was somewhat disappointing in comparison to our benchmarks, the gap between actual and benchmark performance is closing.



Preferred Governmental Insurance Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

As Trust assets grow, investment income becomes an increasingly important and consistent element of operating results and net position (surplus). Over the eighteen year period ending September 30, 2017, the Trust has earned \$58 million in investment income which represents 64% of accumulated surplus. The assumption of increased retention in 2014 has resulted in very little change in overall surplus largely in response to consistent investment earnings. The following chart shows the growth of cumulative investment income as a percentage of surpluses in the ten years since the 2008 fiscal year.



Contacting the Trust's Financial Management

This financial report is designed to provide our members and the public with a general overview of the Trust's finances and to demonstrate the Trust's operational and fiscal accountability for the premiums it receives. The Trust contracts its financial administration to Public Risk Underwriters of Florida, Inc. Questions concerning the information provided in this report or requests for additional financial information should be addressed to Ann E. Hansen, Executive Vice President, Public Risk Underwriters of Florida, Inc., P.O. Box 958455, Lake Mary, Florida 32795-8455.

**FINANCIAL STATEMENTS &
NOTES TO FINANCIAL STATEMENTS**

Preferred Governmental Insurance Trust

STATEMENTS OF NET POSITION

ASSETS

	September 30,	
	2017	2016
Current Assets		
Cash and cash equivalents	\$ 11,333,605	\$ 6,811,227
Investment securities	188,185,123	181,963,447
Accrued interest receivable	911,095	717,633
Premiums receivable	198,866	378,028
Excess recoverables on paid losses	6,180,553	3,601,513
Prepaid expenses and other assets	13,505,990	12,741,508
Total Assets	\$ 220,315,232	\$ 206,213,356

LIABILITIES AND NET POSITION

Current Liabilities		
Accounts payable and other liabilities	\$ 33,793	\$ 16,640
Claims service fee payable	518,411	361,081
State of Florida assessments payable	174,777	164,918
Unpaid losses and loss adjustment expenses	31,833,000	30,592,000
Unearned premiums	9,441,828	10,576,205
Member prepayments	714,452	1,471,242
Total current liabilities	42,716,261	43,182,086
Noncurrent Liabilities		
Unpaid losses and loss adjustment expenses	86,528,672	74,860,664
Advances by excess insurers	110,000	196,906
Total noncurrent liabilities	86,638,672	75,057,570
Net position - unrestricted	90,960,299	87,973,700
Total Liabilities and Net Position	\$ 220,315,232	\$ 206,213,356

The accompanying notes are an integral part of these financial statements.

Preferred Governmental Insurance Trust

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN TRUST NET POSITION

	Years Ended September 30,	
	2017	2016
Operating Revenues		
Premiums	\$ <u>104,514,838</u>	\$ <u>96,719,649</u>
Operating Expenses		
Loss and loss adjustment expenses	51,912,591	54,507,758
Excess insurance expense	31,459,730	30,909,700
Administrative services	10,681,273	9,897,969
Agent commissions	7,036,750	6,573,288
Claims service fees	4,453,925	3,961,561
State of Florida assessments	714,532	676,283
Other expenses	1,456,040	1,322,836
Total expenses	<u>107,714,841</u>	<u>107,849,395</u>
Operating Loss	<u>(3,200,003)</u>	<u>(11,129,746)</u>
Non-Operating Revenues		
Net investment income	5,941,562	4,070,878
Net increase in fair value of investments	245,040	3,609,705
	<u>6,186,602</u>	<u>7,680,583</u>
Change in Net Position	2,986,599	(3,449,163)
Net position - beginning of year	<u>87,973,700</u>	<u>91,422,863</u>
Net Position - End of Year	<u><u>\$ 90,960,299</u></u>	<u><u>\$ 87,973,700</u></u>

The accompanying notes are an integral part of these financial statements.

Preferred Governmental Insurance Trust

STATEMENTS OF CASH FLOWS

	Years Ended September 30,	
	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES:		
Premiums collected from policyholders	\$ 102,124,819	\$ 95,801,690
Excess premiums paid to excess insurance carriers	(31,546,636)	(27,257,301)
Losses and loss adjustment expenses paid	(39,003,583)	(34,732,593)
Net other underwriting expense paid	(26,823,686)	(23,093,279)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>4,750,914</u>	<u>10,718,517</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of debt securities	(39,733,460)	(57,743,353)
Proceeds from sales and maturities of debt securities	29,166,351	39,050,585
Purchases of equity securities	(9,915,822)	(22,750,969)
Proceeds from sales of equity securities	14,547,689	18,731,124
Investment income collected	5,748,100	4,152,980
NET CASH USED IN INVESTING ACTIVITIES	<u>(187,142)</u>	<u>(18,559,633)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	4,563,772	(7,841,116)
Cash and cash equivalents - beginning of year	<u>6,811,227</u>	<u>14,652,343</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u><u>\$ 11,374,999</u></u>	<u><u>\$ 6,811,227</u></u>

The accompanying notes are an integral part of this financial statement.

Preferred Governmental Insurance Trust

STATEMENTS OF CASH FLOWS - CONTINUED

	Years Ended September 30,	
	2017	2016
RECONCILIATION OF CHANGE IN NET POSITION TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating loss	\$ (3,200,003)	\$ (11,129,746)
CHANGES IN ASSETS AND LIABILITIES		
(Increase) decrease in:		
Premiums receivable	179,162	(18,483)
Excess recoverables on paid losses	(2,579,040)	460,082
Prepaid expenses and other assets	(764,482)	3,671,537
Increase (decrease) in:		
Accounts payable and other liabilities	17,153	(1,828,957)
Claims service fee payable	157,330	98,860
State of Florida assessments payable	9,859	8,425
Unpaid losses and loss adjustment expenses	12,909,008	19,775,195
Unearned premiums	(1,134,377)	29,777
Member prepayments	(756,790)	(263,274)
Advances by excess insurers	(86,906)	(84,899)
Net cash provided by operating activities	\$ <u>4,750,914</u>	\$ <u>10,718,517</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Non-cash increase in investment securities available-for-sale and net position as a result of change in the basis of investment securities available-for-sale to their estimated fair value	\$ <u>245,040</u>	\$ <u>3,609,705</u>
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The accompanying notes are an integral part of this financial statement.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS

September 30, 2017 and 2016

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the Preferred Governmental Insurance Trust (the “Trust”) significant policies consistently applied in preparation of the accompanying financial statements follows. Other significant accounting policies are disclosed elsewhere in the financial statements and the notes thereto.

Reporting Entity

The Trust was created in 1999 to provide a program of property and casualty coverage as a governmental self insurance fund under the provisions of Section 624.462, Florida Statutes. The Trust is governed under the terms and conditions of an interlocal agreement amongst the governments that participate in the program (known as Members) adopted pursuant to Section 163.01, Florida Statutes.

Chapter 624 allows for any two or more local governments to enter into an interlocal agreement for the purpose of insuring those governments against loss or damage from any hazard or cause provided the self insurance fund has annual premiums in excess of \$5 million, maintains a program of self insurance evaluated by an independent actuary, submits audited financial statements to the State of Florida Office of Insurance Regulation on an annual basis and has a governing body comprised entirely of local elected officials. There are approximately 400 members of the Trust.

The Trust meets the statutory requirements and is comprised of local government entities that execute a Participation Agreement and thereby become members of the Trust. Generally members are those governments that purchase insurance from the Trust. The governing body of the Trust (Trustees) consists of between five and nine local elected officials representing members of the Trust. Trustees are elected to staggered terms by a majority vote of the members or the Board of Trustees.

For financial reporting purposes, the Trust is a stand-alone entity: there are no component units included in the accompanying financial statements and the Trust is not considered a component unit of another entity.

Basis of Accounting

The Trust prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America for proprietary funds, which are similar to those for private business enterprise, and the prevailing practices within the insurance industry. Accordingly, revenues are recorded when earned and expenses are recorded when incurred.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Basis of Accounting - Continued

The assets, liabilities and net position of the Trust are reported in a self-balancing set of accounts representing funds available for support of the Trust's operations.

Operating Revenues and Expenses

The Trust defines operating revenues and expenses as all periodic non-investment activities that contribute to the measurement of its risk financing objectives. The Trust's operating revenues and expenses are deemed to consist of all non-investment revenues earned and all expenses incurred. All of the Trust's revenues and expenses relate to the operating and maintenance of the self insurance fund. There are no non-investment revenues or expenses deemed to be non-operating. Premiums are direct charges for services while investment earnings serve to add to long term earnings which offset discounts applied in the valuation of the unpaid claims liability. Expenses are entirely operating and represent losses, ceded premiums, acquisition costs, taxes and administration.

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, demand deposit accounts with commercial banks and cash invested in commercial money market funds are considered cash equivalents. Investments that are held separately from the investment accounts and are highly liquid with an original maturity of ninety days or less when purchased or so near their maturity that they present an insignificant risk of change in value because of changes in interest rates are considered to be cash equivalents.

Investments

The investments are stated at their estimated fair value in accordance with Governmental Accounting Standards Board Statement No. 31, "Accounting and Financial Reporting for Certain Investments and for External Investment Pools." Any change in unrealized gains and losses on investments are reported in the Statements of Revenues, Expenses and Changes in Trust Net Position. All investments are categorized as current assets as the Trust has the ability to sell these investments should that be necessary.

Fair Value Measurements

The Trust applies the Financial Accounting Standards Board framework as a method of applying the definition of fair value in Governmental Accounting Standards Board

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Fair Value Measurements - Continued

Statement No. 72. That framework provides a fair value hierarchy that prioritizes the inputs in valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1 - Inputs are unadjusted quoted prices for identical assets in active markets.

Level 2 - Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; or valuations based on models where the significant inputs are observable (e.g., interest rates, yield curves, prepayment speeds, default rates, loss severities, etc.) or can be corroborated by observable market data.

Level 3 - Inputs are unobservable and based on management estimate.

Excess Recoverables on Paid Losses

Recoverables from excess insurers on paid losses, if any, are reported as assets in the Statements of Net Position.

Recoverables from excess insurers on unpaid losses, if any are recorded as a reduction to the liability for unpaid losses and loss adjustment expenses in the Statements of Net Position.

Excess Insurance

The Trust uses excess insurance agreements to reduce its exposure to large losses on all types of insured events. Excess insurance permits recovery of a portion of losses from excess insurance carriers, although it does not discharge the primary liability of the Trust as direct insurer of the risk subject to those agreements. The Trust does not report risks that invade the excess layers as liabilities unless it is probable that those risks will not be covered by the excess insurer. Settled claims have not exceeded excess coverage in any of the past three fiscal years.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Policy Acquisition Costs

Policy acquisition costs, which consist of agent commissions, are primarily related to the issuance of new insurance policies and these costs are expensed when policy is written.

Prepaid Expenses and Other Assets

Ceded unearned premiums are accounted for as prepaid expenses and other assets. These costs are deferred and amortized on a straight-line basis over the life of the insurance contracts. Excess insurance premiums are generally paid in July and in October of each year and earned ratably each month.

Unpaid Losses and Loss Adjustment Expenses

The Trust establishes claims liabilities based on estimates of the ultimate cost of claims (including future allocated claim adjustment expenses) that have been reported but not settled and of claims that have been incurred but not reported. The length of time for which such costs must be estimated varies depending on the coverage involved. Estimated amounts of salvage and subrogation and excess insurance recoverable on unpaid claims are deducted from the liability for unpaid claims. Because actual claims costs depend on such complex factors as inflation, changes in doctrines of legal liability and damage awards, the process used in computing claims liabilities does not necessarily result in an exact amount, particularly for coverage such as general liability. Claims liabilities are recomputed periodically using a variety of actuarial and statistical techniques to produce current estimates that reflect recent settlements, claim frequency and other economic and social factors. A provision for inflation in the calculation of estimated future claims costs is implicit in the calculation because reliance is placed both on historical data that reflect past inflation and on other factors that are considered to be appropriate modifiers of past experience. Adjustments to claims liabilities are charged or credited to expense in the periods in which they are made.

Unearned Premium

Premiums are billed based upon the estimated annual premiums due and are earned on a straight line basis throughout the year. Amounts due are initially recorded as unearned premiums. Amounts due or paid that have not been recognized as revenues are displayed as unearned premiums.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Earned Premium

At year end, certain members that purchase workers' compensation from the Trust report actual payrolls to the administrator and the other members have a payroll audit. Any additional premiums due are billed at that time. Premiums for workers' compensation coverage as recorded herein are based upon actual payrolls as reported by the members for applicable accounts, and audited payrolls for the other members.

Income Taxes

The Trust is exempt from Income taxes under provisions of Section 115 of the Internal Revenue Code.

Management Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications

Certain prior year amounts may have been reclassified to conform to current period classifications.

NOTE 2 - FAIR VALUE MEASUREMENTS

The following table sets forth, by level within the fair value hierarchy, the Trust's assets at estimated fair value:

	As of September 30, 2017			
	Level 1	Level 2	Level 3	Total
Debt securities	\$ -	\$ 151,326,654	\$ -	\$ 151,326,654
Equity securities	36,858,469	-	-	36,858,469
Total securities	\$ 36,858,469	\$ 151,326,654	\$ -	\$ 188,185,123

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 2 - FAIR VALUE MEASUREMENTS - CONTINUED

	As of September 30, 2016			
	Level 1	Level 2	Level 3	Total
Debt securities	\$ --	\$ 145,140,677	\$ --	\$ 145,140,677
Equity securities	36,822,770	--	--	36,822,770
Total securities	\$ 36,822,770	\$ 145,140,677	\$ --	\$ 181,963,447

The Trust did not have any Level 3 assets at any point during the years ended September 30, 2017 and September 30, 2016. There were no significant transfers between Level 1 and Level 2 during the years ended September 30, 2017 and September 30, 2016.

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS

The Trust uses three cash accounts to transact its ongoing business and three types of investment portfolios to handle investment activities. Cash accounts are generally classified as operating, premium trust, and claims. The Trust has two investment portfolios for debt securities. One investment portfolio has shorter and one investment portfolio has longer scheduled maturities. The Trust also has an investment portfolio devoted to equities.

Cash and Cash Equivalents

The three cash accounts divide administration of the transactional requirements of the Trust into separate bank accounts. The operating account is used to pay for the general administrative costs of the Trust. The premium trust account is the depository for premiums of members and is the source used to pay all premium related charges other than claims and general administrative costs. Claims payment accounts are used to pay claims and claims adjustment expenses. The claims accounts are the depositories for subrogation, deductible and excess reimbursements.

All bank deposit amounts are covered by either federal depository insurance or collateral with the State of Florida under the Florida Security for Public Deposits Act (Chapter 280, Florida Statutes).

The Florida Security for Public Deposits Act (the Act) established guidelines for qualifications and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the Trust deposits in qualified public depositories are totally insured. The qualified

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Cash and Cash Equivalents - Continued

public depository must pledge at least 50 percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to a maximum of 125 percent, may be required, if deemed necessary under the conditions set forth in the Act. Obligations pledged to secure deposits must be delivered to the State Treasurer, to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer.

Investment Accounts

The Board of Trustees formally adopted a comprehensive investment policy pursuant to Section 218.415, Florida Statutes that establishes permitted investments, asset allocation limits, credit rating requirements and maturity limits to protect the Trust's cash and invested assets. The investments of the Trust comply with the limitations of its policy. The primary investment objective of the investment accounts is to provide a market return over the long term. To achieve this result, the investment portfolio consists of short and intermediate debt securities and equity securities. Additionally, the entire portfolio is diversified across economic sectors, geographic locations, and industries.

Investment balances in each portfolio for the years ended September 30, 2017 and 2016 were as follows:

	September 30, 2017		September 30, 2016	
	Estimated Fair Value	Percent Asset Allocation	Estimated Fair Value	Percent Asset Allocation
Intermediate portfolio	\$ 127,166,675	67.6%	\$ 121,523,930	66.8%
Short-term portfolio	24,159,979	12.8%	23,616,747	13.0%
Total debt portfolio	151,326,654	80.4%	145,140,677	79.8%
Equities securities	36,858,469	19.6%	36,822,770	20.2%
Total	<u>\$ 188,185,123</u>	<u>100.0%</u>	<u>\$ 181,963,447</u>	<u>100.0%</u>

Authorized investments must, by policy, meet specific quality standards based upon ratings issued by a nationally recognized statistical rating organization (NRSRO) and are benchmarked against appropriate indices for purposes of quarterly reporting to the Board of Trustees. Investments allowed under the Trust's investment policy include:

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investment Accounts - Continued

Direct obligations of the United States Treasury including bills, notes, bonds and various forms of Treasury zero-coupon securities.

Obligations of the agencies or instrumentalities of the Federal Government including but not limited to the Federal Home Loan Mortgage Corp, Federal National Mortgage Association, Federal Home Loan Banks, Federal Farm Credit Banks, and the Student Loan Marketing Association.

Mortgage obligations guaranteed by the United States Government or sponsored agencies or instrumentalities. This includes mortgage pass-through securities as well as collateralized mortgage obligations.

Asset-based securities issued in the United States as long as they are rated AAA by at least one NRSRO.

Corporate fixed-income securities issued by any corporation in the United States as long as they are rated BBB or better at the time of purchase by any NRSRO.

U.S. dollar denominated and issued obligations and securities of foreign states or non-U.S. corporations which are rated BBB or better by at least one NRSRO.

Money market mutual funds as defined and regulated by the SEC.

Repurchase agreements.

Commercial paper issued in the United States by any corporation with a rating of at least A1 by at least one NRSRO.

Certificates of deposit.

Securities of state, municipal and county governments or their public agencies as long as they are rated at least BBB or better by an NRSRO.

Guaranteed investment contracts issued by insurance companies rated at least BBB or better by one NRSRO.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investment Accounts - Continued

Commingled investment funds, including but not limited to exchange traded funds investment trusts, limited partnerships and listed no-load mutual funds.

Equity securities including common stock, preferred stock, American depository receipts and interest bearing obligations having an option to convert into common stock.

Investments - Debt Securities

The following disclosures have been prepared relative to the debt securities included in the short-term and intermediate-term debt securities portfolios of the Trust.

Interest rate risk. The risk that the market value of securities in a portfolio may fall due to changes in general interest rates is referred to as interest rate risk. The Trust mitigates that risk by structuring its portfolio such that securities mature to meet cash requirements for ongoing operations or otherwise are available to meet possible temporary cash flow requirements that might be associated with increased losses. The Trust's strategy is designed to avoid the need to sell securities on the open market prior to maturity.

The Trust uses effective duration as a measurement of interest rate risk. Duration, as distinct from maturity, determines the amount of price volatility the portfolio would experience given a shift in interest rates. For example, a portfolio with a duration of 3.5 years would incur a price decrease (increase) of 3.5% in the event of a 1% increase (decrease) in interest rates. Maturity is the contractual end date of a debt security. Average life is used in the place of maturity for all debt securities such as mortgages that are subject to both amortization and prepayment. Mortgage backed securities included in the portfolios are assigned an expected average life as a proxy for their maturity and to provide a reasonable basis for assessing compliance with the investment policy of the Trust. Expected average life anticipates the period a security will be outstanding based on both the contracted or scheduled maturity of the instrument and the likelihood of prepayments.

As of September 30, 2017 and 2016, the Trust's debt securities portfolios were segregated into two distinct portfolios defined in the Trust's investment policy by the maximum maturity of their individual securities.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

The short-term debt securities portfolio limits the maximum maturity of securities to three years. The typical effective duration of the short-term debt securities portfolio is around one year and within a range of six to eighteen months. As of September 30, 2017 and 2016, the average maturity of the short-term debt securities portfolio was 1.13 years and 1.43 years, respectively; and the effective duration was 0.90 years and 1.02 years, respectively.

The intermediate-term debt securities portfolio limits maximum maturity of securities to ten years. The typical effective duration of the intermediate-debt security portfolio is between 2.5 and 5.5 years. As of September 30, 2017 and 2016, the average maturity of the intermediate-term debt securities portfolio was 4.28 years and 3.79 years, respectively; and the effective duration was 3.66 years and 3.02 years, respectively.

The combined investment portfolios had a weighted average duration of 3.22 years and 2.69 years as of September 30, 2017 and 2016, respectively.

The schedule below shows the Trust's debt securities at September 30, 2017 and 2016.

Investments in debt securities are stated at their estimated fair value and consist of the following:

	September 30, 2017			
	Amortized	Estimated	Gross	Gross
	Cost	Fair	Unrealized	Unrealized
		Value	Gains	Losses
U.S. Treasury securities	\$ 20,765,491	\$ 20,468,074	\$ 17,576	\$ (314,993)
Other government				
agencies	4,689,939	4,670,937	325	(19,327)
Corporate notes	80,901,145	81,665,913	902,827	(138,059)
Mortgage-backed				
paydown securities	<u>44,280,100</u>	<u>44,521,730</u>	<u>527,299</u>	<u>(285,669)</u>
Total debt securities	<u><u>\$ 150,636,675</u></u>	<u><u>\$ 151,326,654</u></u>	<u><u>\$ 1,448,027</u></u>	<u><u>\$ (758,048)</u></u>

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

	September 30, 2016			
	Amortized	Estimated	Gross	Gross
	Cost	Fair	Unrealized	Unrealized
		Value	Gains	Losses
U.S. Treasury securities	\$ 10,502,513	\$ 10,619,081	\$ 121,906	\$ (5,338)
Other government agencies	5,323,502	5,329,884	7,492	(1,110)
Corporate notes	77,981,023	79,926,242	1,986,745	(41,526)
Mortgage-backed paydown securities	<u>47,902,946</u>	<u>49,265,470</u>	<u>1,369,961</u>	<u>(7,437)</u>
Total debt securities	<u>\$ 141,709,984</u>	<u>\$ 145,140,677</u>	<u>\$ 3,486,104</u>	<u>\$ (55,411)</u>

The amortized cost and estimated fair value of debt securities as of September 30, 2017 and 2016 by contractual maturity are shown below. In some instances, actual maturities may differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

	September 30, 2017			
	Amortized	Estimated	Gross	Gross
	Cost	Fair	Unrealized	Unrealized
		Value	Gains	Losses
Due in one year or less	\$ 25,889,588	\$ 25,949,978	\$ 69,650	\$ (9,260)
Due after one year through five years	51,385,139	51,938,426	623,041	(69,754)
Due after five years through ten years	29,081,848	28,916,520	228,037	(393,365)
Mortgage-backed paydown securities	<u>44,280,100</u>	<u>44,521,730</u>	<u>527,299</u>	<u>(285,669)</u>
Total debt securities	<u>\$ 150,636,675</u>	<u>\$ 151,326,654</u>	<u>\$ 1,448,027</u>	<u>\$ (758,048)</u>

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

	September 30, 2016			
	Amortized Cost	Estimated Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
Due in one year or less	\$ 15,318,997	\$ 15,335,995	\$ 19,712	\$ (2,714)
Due after one year through five years	57,929,345	59,037,391	1,150,001	(41,955)
Due after five years through ten years	20,558,696	21,501,821	946,430	(3,305)
Mortgage-backed paydown securities	<u>47,902,946</u>	<u>49,265,470</u>	<u>1,369,961</u>	<u>(7,437)</u>
Total debt securities	<u>\$ 141,709,984</u>	<u>\$ 145,140,677</u>	<u>\$ 3,486,104</u>	<u>\$ (55,411)</u>

Proceeds from sales of investment securities were approximately \$23,900,000 and \$35,100,000 during the years ended September 30, 2017 and 2016, respectively. Realized gains and losses of approximately \$2,000,000 and \$(700,000), respectively, were realized on the sales of investment securities during the year ended September 30, 2017. Realized gains and losses of approximately \$2,000,000 and \$(2,000,000), respectively, were realized on the sales of investment securities during the year ended September 30, 2016.

The following is a weighted average duration by security type as of September 30, 2017 and 2016:

	September 30, 2017		September 30, 2016	
	Estimated Fair Value	Weighted Average Duration	Estimated Fair Value	Weighted Average Duration
U.S. Treasury Note	\$ 20,468,074	4.53	\$ 10,619,081	2.98
Other government agencies	4,578,218	1.02	5,329,884	1.08
Corporate notes	81,665,913	2.92	79,926,242	2.85
Mortgage-backed paydown securities	<u>44,614,449</u>	<u>3.43</u>	<u>49,265,470</u>	<u>2.58</u>
Total debt securities	<u>\$ 151,326,654</u>		<u>\$ 145,140,677</u>	

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

The weighted average maturity of mortgage-backed paydown securities is approximately 22.2 years and 23.1 years at September 30, 2017 and 2016, respectively, based upon the contractual due dates of the individual securities. The effective duration for these securities, however is approximately 3.43 years and 2.58 years at September 30, 2017 and 2016, respectively, based upon the estimated times these securities will be outstanding.

Credit risk. The risk that losses might occur a result of the failure of a security issuer or backer is referred to as credit risk. The Trust's investments policy attempts to mitigate credit risk by limiting investments to the safest types of securities and by diversifying the investment portfolio so that potential losses on individual securities will be minimized.

The Trust had the following investments and credit ratings with the percent asset allocations at September 30, 2017 and 2016. The credit ratings are those of only one NRSRO.

	Credit Rating	Portfolio Asset Allocation	
		9/30/17	9/30/16
U.S. Treasury notes	TSY	13.5 %	7.3 %
Other government agencies	AGY	32.6	37.6
Corporate notes	AAA	1.0	1.8
Corporate notes	AA1	1.7	2.1
Corporate notes	AA2	4.2	4.0
Corporate notes	AA3	2.4	3.5
Corporate notes	A1	11.0	7.9
Corporate notes	A2	5.8	10.7
Corporate notes	A3	9.9	10.2
Corporate notes	BAA1	12.5	10.2
Corporate notes	BAA2	3.7	2.8
Corporate notes	BAA3	1.7	1.9

All debt securities purchased by the Trust must meet minimum credit rating requirements at the time of their acquisition. In the event of subsequent ratings downgrades, a security may continue to be held if it is believed that the ultimate repayment of principal and interest is still highly certain. The Trust's investment policy allows for corporate notes that fall outside investment guidelines to be held if management considers repayment to be highly certain.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

Custodial credit risk. The Trust's investment policy pursuant to Section 218.415(18), Florida Statutes requires securities to be held with a third party custodian; and all securities purchased by, and all collateral obtained by the Trust should be properly designated as an asset of the Trust. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida.

Concentration of credit risk. Investment policy guidelines are specific to investment types maintained by the Trust. Additionally, within each account type, the Trust limits the amount held in any one investment.

Intermediate-Term Debt Securities Portfolio

The intermediate-term debt securities portfolio is limited by the Trust's investment policy to debt securities with an effective maturity of any individual holding not to exceed ten years. Except for U.S. Treasury securities and money market funds, not more than 10% of the assets of the portfolio may be invested in the securities of any single issuer.

As of September 30, 2017 and 2016, the Trust had the following issuer concentrations based on fair value of the five largest individual issuers in the intermediate-term debt securities portfolio aside from direct obligations of the United States government:

	September 30, 2017	
	Estimated Fair Value	Estimated Percent Asset Allocation
Cisco Systems, Inc.	\$ 2,470,735	1.9 %
Anheuser-Busch Inbev	1,519,835	1.2
Apple, Inc.	1,996,720	1.6
Gilead Sciences, Inc.	1,565,040	1.2
The Home Depot, Inc.	1,488,490	1.2
U. S. Treasury securities	14,320,180	11.3
Other governmental agencies	59,447,634	46.7
Other (combined)	44,358,041	34.9
Total intermediate-debt securities	\$ 127,166,675	100 %

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Intermediate-Term Debt Securities Portfolio - Continued

	September 30, 2016	
	Estimated Fair Value	Estimated Percent Asset Allocation
Black Rock Inc.	\$ 1,109,430	0.9 %
J.P. Morgan Chase	1,114,000	0.9
Comcast	1,115,860	0.9
Goldman Sachs	1,130,270	0.9
Caterpillar	1,140,420	0.9
U. S. Treasury securities	5,052,590	4.2
Other governmental agencies	49,017,105	40.3
Other (combined)	61,844,255	51.0
Total intermediate-debt securities	\$ 121,523,930	100.0 %

Short-Term Debt Securities Portfolio

The short-term debt securities portfolio is limited by the Trust's investment policy to debt securities with an effective maturity of any individual holding not to exceed three years. Except for U.S. Treasury securities and money market funds, not more than 10% of the assets of the portfolio may be invested in the securities of any single issuer.

As of September 30, 2017 and 2016, the Trust had the following issuer concentrations based on fair value of the five largest individual issuers in the short-term debt securities portfolio aside from direct obligations of the United States government:

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Short-Term Debt Securities Portfolio - Continued

	September 30, 2017	
	Estimated Fair Value	Estimated Percent Asset Allocation
Apple, Inc.	\$ 601,440	2.5 %
General Electric Co.	553,839	2.3
Morgan Stanley Group	551,562	2.3
Union Pacific Corp.	503,770	2.1
Caterpillar Financial Services Corp.	502,855	2.1
U.S. Treasury securities	6,147,894	25.4
Other government agencies	4,834,625	20.0
Other (combined)	<u>10,463,994</u>	<u>43.3</u>
Total short-term debt securities	<u>\$ 24,159,979</u>	<u>100 %</u>

	September 30, 2016	
	Estimated Fair Value	Estimated Percent Asset Allocation
U.S. Treasury securities	\$ 5,566,491	23.6 %
Other government agencies	5,578,577	23.6
Apple	606,798	2.6
General Electric Co.	576,510	2.5
Shell Intl. Fin.	506,955	2.1
Morgan Stanley	554,626	2.3
JP Morgan Chase & Co	502,815	2.1
Other (combined)	<u>9,723,975</u>	<u>41.2</u>
Total short-term debt securities	<u>\$ 23,616,747</u>	<u>100.0 %</u>

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Equity Securities Portfolio

The following disclosures have been prepared relative to the equity securities included in the equities portfolios of the Trust. While equity securities have a greater volatility than debt securities, the Trust attempts to mitigate the risk assumed by this asset allocation by investing in a well diversified mix of equity securities.

The equity portfolio is limited to publically traded U.S. common or preferred equity securities listed on major U.S. exchanges, American Depository Receipts of foreign corporations traded on major U.S. exchanges, open ended mutual funds that have a three year track record and a market value of at least \$250 million, exchange traded funds and money market funds.

Since the Trust allocates a maximum of 20% (plus or minus five percent) of its investment portfolio to equities and holds approximately sixty equity securities with weightings of up to three percent of the equity securities portfolio, the Trust limits its exposure to the volatility of any individual equity security.

The cost and estimated fair value of equity securities as of September 30, 2017 and 2016 are shown below:

September 30, 2017				
	Cost	Estimated Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
Equity securities	\$ 30,043,170	\$ 36,858,469	\$ 7,349,230	\$ (533,931)
September 30, 2016				
	Cost	Estimated Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
Equity securities	\$ 32,993,225	\$ 36,822,770	\$ 4,489,949	\$ (660,404)

Foreign Currency Risk

All securities purchased by the Trust must be denominated in U. S. dollars. The Trust has no exposure to foreign currency risk.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Information pertaining to securities with gross unrealized losses at September 30, 2017 and September 30, 2016, respectively, aggregated by length of time individual securities have been in a continuous loss position, is as follows:

	September 30, 2017					
	Less than 12 Months		12 Months or Greater		Total	
	Estimated Market Value	Gross Unrealized Losses	Estimated Market Value	Gross Unrealized Losses	Estimated Market Value	Gross Unrealized Losses
U.S. Treasury securities	\$ 10,132,683	\$ (164,275)	\$ 5,351,461	\$ (150,718)	\$ 15,484,144	\$ (314,993)
Other government agencies	3,189,746	(8,048)	1,388,472	(11,279)	4,578,218	(19,327)
Corporate notes	21,623,675	(129,489)	2,993,230	(8,570)	24,616,905	(138,059)
Mortgage-backed paydown securities	27,252,983	(268,942)	662,851	(16,727)	27,915,834	(285,669)
Total debt securities	62,199,087	(570,754)	10,396,014	(187,294)	72,595,101	(758,048)
Equity	2,203,565	(301,164)	1,752,498	(232,767)	3,956,063	(533,931)
	<u>\$ 64,402,652</u>	<u>\$ (871,918)</u>	<u>\$ 12,148,512</u>	<u>\$ (420,061)</u>	<u>\$ 76,551,164</u>	<u>\$ (1,291,979)</u>

	September 30, 2016					
	Less than 12 Months		12 Months or Greater		Total	
	Estimated Market Value	Gross Unrealized Losses	Estimated Market Value	Gross Unrealized Losses	Estimated Market Value	Gross Unrealized Losses
U.S. Treasury securities	\$ 1,999,845	\$ (5,338)	\$ -	\$ (-)	\$ 1,999,845	\$ (5,338)
Other government agencies	1,649,103	(1,110)	-	(-)	1,649,103	(1,110)
Corporate notes	9,649,948	(38,822)	2,498,310	(2,704)	12,148,258	(41,526)
Mortgage-backed paydown securities	-	(-)	848,271	(7,437)	848,271	(7,437)
Total debt securities	13,298,896	(45,270)	3,346,581	(10,141)	16,645,477	(55,411)
Equity	7,878,828	(660,404)	-	(-)	7,878,828	(660,404)
	<u>\$ 21,177,724</u>	<u>\$ (705,674)</u>	<u>\$ 3,346,581</u>	<u>\$ (10,141)</u>	<u>\$ 24,524,305</u>	<u>\$ (715,815)</u>

The unrealized losses on 81 and 27 debt securities at September 30, 2017 and 2016, respectively, were caused primarily by rising interest rates. The severity of the impairment (ranging from minimal to 4% and minimal to 3%, respectively) is consistent with the general trend in debt securities.

The unrealized losses on 9 and 15 equity securities at September 30, 2017 and 2016, respectively, were caused primarily by normal stock price fluctuations. The severity of the impairment (ranging from 1 to 28% and 1 to 23%, respectively) is consistent with the individual variability of a stock price over a short-term period of time.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

The Trust has evaluated the near-term prospects of the issuers in relation to the severity and duration of the above impairments and has intent and ability to hold these investments for a reasonable period of time sufficient for a forecasted recovery of fair value. Further, the Trust has evaluated each issuer and noted no issuer with compelling evidence that any of these losses are permanent. Based on this analysis, the Trust does not consider these investments to be other-than-temporarily impaired at September 30, 2017 and 2016.

NOTE 4 - PREMIUMS RECEIVABLE/OVERPAYMENT BY MEMBERS

Premiums receivable consist primarily of billed installments of policies written as well as additional premium amounts determined due to the Trust as a result of payroll audits. Based upon an analysis of past due receivables, it is management's opinion that no allowance for uncollectible accounts is necessary.

NOTE 5 - EXCESS INSURANCE RECOVERABLES ON PAID AND UNPAID LOSSES

The Trust purchased specific excess insurance to protect against large individual losses. This insurance indemnifies the Trust when paid losses on an individual occurrence exceed the retention level specified in the appropriate contract. The limits and retentions vary by line of business and by policy year.

The largest amount due from a single carrier on paid losses at September 30, 2017 and 2016 is approximately \$1,710,000 and \$1,412,000, respectively.

There are excess insurance recoverables on unpaid losses of approximately \$91,606,000 (discounted) and \$78,822,000 (discounted) as of September 30, 2017 and 2016, respectively. The amounts due were owed by several carriers at both September 30, 2017 and 2016, respectively.

The failure of the excess insurers to honor their obligations could result in losses to the Trust. The Trust evaluates the financial condition of its excess insurers to minimize its exposure to significant losses from excess insurer insolvency. To the extent that excess insurance coverage of the Trust is deemed to be excess insurance under applicable Florida Statutes, any recoverables from an insolvent carrier would likely be paid by the applicable state operated guaranty fund.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 5 - EXCESS INSURANCE RECOVERABLES ON PAID AND UNPAID LOSSES - CONTINUED

The effects of reinsurance on premiums written and earned are as follows:

	Year Ended September 30, 2017		Year Ended September 30, 2016	
	<u>Earned</u>	<u>Written</u>	<u>Earned</u>	<u>Written</u>
Direct	\$ 104,514,838	\$ 104,514,838	\$ 96,719,649	\$ 96,749,426
Ceded	<u>31,459,730</u>	<u>32,141,991</u>	<u>30,909,700</u>	<u>27,273,655</u>
Net	\$ <u>73,055,108</u>	\$ <u>72,372,847</u>	\$ <u>65,809,949</u>	\$ <u>69,475,771</u>

NOTE 6 - PREPAID EXPENSES AND OTHER ASSETS

Prepaid expenses and other assets consist of the following at September 30:

	<u>2017</u>	<u>2016</u>
Excess premiums	\$ 12,295,830	\$ 11,613,569
Administrative fees	<u>1,210,160</u>	<u>1,127,939</u>
TOTAL	\$ <u>13,505,990</u>	\$ <u>12,741,508</u>

These items will be charged to expenses during the succeeding year.

NOTE 7 - LIABILITY FOR UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES

The reserves for unpaid losses and loss adjustment expenses are based upon evaluations of the Trust's losses as prepared by the Trust's independent actuary. These evaluations are significant estimates which are subject to change. The change can be material in relation to the financial statements taken as a whole. These evaluations include an estimated provision for incurred but not reported losses (IBNR) as well as reported losses. The undiscounted IBNR provision totals approximately \$85,254,000 and \$72,944,000 as of September 30, 2017 and 2016, respectively.

The reserve for unpaid losses and loss adjustment expenses has been discounted for the time value of money. These reserves have been discounted over the estimated payout period of the losses based upon data provided by the independent actuary and utilizing an interest rate of 2% as of September 30, 2017 and 2016, which represents the anticipated investment earnings while the losses are being paid out. The discount totals approximately \$8,921,000 and \$7,905,000 at September 30, 2017 and 2016, respectively.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 7 - LIABILITY FOR UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES - CONTINUED

Any change in the estimate of ultimate incurred losses and loss adjustment expenses as compared to the prior year will result in an increase (favorable development) or decrease (unfavorable development) in the current year's net income.

The schedule below presents the changes in claims liabilities for the past two years of the Trust.

	September 30,	
	2017	2016
Unpaid losses and loss adjustment expenses at the beginning of the year	\$ 105,452,664	\$ 85,677,499
Incurred losses and losses adjustment expenses:		
Provision for insured events of the current fiscal year	58,613,966	54,288,564
Provision for insured events of prior fiscal years	(6,701,375)	219,194
Total incurred losses and loss adjustment expenses	<u>51,912,591</u>	<u>54,507,758</u>
Payments:		
Losses and loss adjustment expenses attributable to insured events of the current fiscal year	13,974,075	11,351,283
Losses and loss adjustment expenses attributable to insured events of prior fiscal years	<u>25,029,508</u>	<u>23,381,310</u>
Total payments	<u>39,003,583</u>	<u>34,732,593</u>
Unpaid losses and loss adjustment expenses at the end of the year	\$ <u>118,361,672</u>	\$ <u>105,452,664</u>

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

**NOTE 7 - LIABILITY FOR UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES -
CONTINUED**

As noted in Note 1 and Note 5, the Trust has purchased specific excess insurance to protect itself against large losses. The incurred losses of the Trust are net of the effects of recoveries recognized under the excess insurance contracts referred to above. During the years ended September 30, 2017 and 2016, the Trust experienced an increase in the anticipated recoveries recognized from these contracts of \$31.8 million and \$25.0 million respectively, which has been recorded as a decrease to losses and loss adjustments expenses in the respective years.

The unpaid loss and loss adjustment expenses as of September 30, 2017 will be paid over many years due to the types of coverage's written by the Trust. The exact timing of payment of these payments is unknown and subject to many variables, however the net amount estimated to be paid during 2018 is approximately \$31.8 million, consistent with the \$25.0 million paid in the prior year.

NOTE 8 - CONTINGENCIES

The Trust has contingencies related to claims services and other contingencies at September 30, 2017 and 2016.

A. *Claims Services*

Preferred Governmental Claim Services (herein after referred to as PGCS) is responsible for providing adjusting services for claims arising during the term of the contract. This includes adjusting services applicable to claims incurred in prior years provided that the contract is still in effect. In the event that the Trust becomes insolvent, PGCS would be required to provide claims adjusting services with respect to all open claims files until such files are closed.

However, in the event that the contract is terminated or not renewed, PGCS has no further obligation to adjust these claims beyond the contract period. Accordingly, the Trust would be liable for costs of adjusting the claims during the runoff period.

The amount of the obligation would be dependent upon a number of factors, including but not limited to the number of open claims upon termination, the severity of open claims, the laws in effect at the time of contract termination, as well as any subsequent changes to the law and the date of contract termination.

As the contract with PGCS has not been terminated as of September 30, 2017 or 2016 and due to the number of variables discussed above, it is not possible to determine the amount of this liability, if any. Accordingly, the accompanying financial statements make no provision for any such costs.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 8 - CONTINGENCIES - CONTINUED

B. Other

Various lawsuits against the Trust have arisen in the course of the Trust's business. Contingent liabilities arising from litigation and other matters, not previously detailed, are not considered material in relation to the financial position of the Trust.

NOTE 9 - ADMINISTRATIVE SERVICES AND CLAIM SERVICES AND CERTAIN BROKER AND AGENT COMMISSIONS

The Trust contracts with Public Risk Underwriters (PRU) to provide certain administrative services to the Trust. The Trust incurred expenses under the above referenced contract of \$10,681,273 and \$9,897,969 for the years ended September 30, 2017 and 2016, respectively, of which \$1,210,160 and \$1,127,939 were prepaid as of September 30, 2017 and 2016, respectively.

The Trust also contracts with Preferred Governmental Claim Solutions (PGCS), an affiliate of PRU, to provide claims adjustment services. The Trust incurred expenses under the above referenced contract of approximately \$4,453,925 and \$3,961,561 for the years ended September 30, 2017 and 2016, respectively, of which approximately \$518,000 and \$361,000 is payable as of September 30, 2017 and 2016, respectively.

In conjunction with adjusting claims, PGCS utilizes affiliates for certain claims procedures. These amounts are included in the claims expense in the accompanying financial statements. The Trust incurred expenses for these services of approximately \$1,761,000 and \$1,773,000 for the years ended September 30, 2017 and 2016.

There are various insurance agents that are affiliated with PRU that produce business for the Trust. The Trust incurred commission expenses with these agents of approximately \$5,237,000 and \$5,043,000 for the years ended September 30, 2017 and 2016, respectively. Substantially all of the amounts referenced above were paid as of September 30, 2017 and 2016, respectively.

The Trust utilizes certain affiliates of PRU to place excess contracts and other insurance products purchased by the Trust. These affiliates receive a commission for the placement of the coverage. The commission attributable to these contracts totaled approximately \$2,940,000 and \$2,493,000 for the years ended September 30, 2017 and 2016, respectively. These commissions are included as part of the cost of excess insurance in the accompanying financial statements.

Preferred Governmental Insurance Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2017 and 2016

NOTE 10 - CONCENTRATIONS

The Trust writes select lines of insurance coverage for public entities within the State of Florida only. Approximately 23% of the 400 members represented 60% of member premium for the year ended September 30, 2017 and 21% of the 400 members represented 58% of member premium for the year ended September 30, 2016.

The Trust maintains cash in demand deposit accounts with federally insured banks that are also designated by the State of Florida as qualified public depositories. At times, the balances in these accounts may be in excess of federally insured limits and benefit from the collateral protection afforded by Chapter 280 of the Florida statutes.

The Fund's investments are exposed to a variety of uncertainties, including interest rate, market and credit risks. Due to the level of risk associated with certain investments, it is possible that changes in the values of these investments could occur in the near term. Such changes could materially affect the amounts reported in the financial statements of the fund.

NOTE 11 - RISK MANAGEMENT

The Trust is exposed to various risks of loss. The Trust participates in the property liability and workers compensation pools offered by the Trust and carries other commercial insurance.

NOTE 12 - SUBSEQUENT EVENTS

Management considered subsequent events through January 19, 2018, the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION



Shores, Tagman, Butler & Company, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION

Board of Trustees

Preferred Governmental Insurance Trust

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Reconciliation of Claims Liabilities by Line of Business and the Comparative Schedule of Claims Development and Earned Assessments are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Shores, Tagman, Butler & Company, P.A.

January 19, 2018

Preferred Governmental Insurance Trust

Reconciliation of Claims Liabilities by Line of Business

The schedule below presents the changes in claims liabilities for the past two years by major line of businesses (in thousands).

	Year Ended 9/30/2017			Year Ended 9/30/2016		
	Workers Comp	Other Property & Casualty	Total	Workers Comp	Other Property & Casualty	Total
Unpaid losses and loss adjustment expenses at the beginning of the year	\$ 46,548	\$ 58,905	\$ 105,453	\$ 34,095	\$ 51,582	\$ 85,677
Incurred losses and loss adjustment expenses:						
Provision for insured events of the current fiscal year	31,908	26,706	58,614	30,289	24,000	54,289
Provision for insured events of prior fiscal years	(4,142)	(2,559)	(6,701)	(2,630)	2,849	219
Total incurred losses and loss adjustment expenses	27,766	24,147	51,913	27,659	26,849	54,508
Payments:						
Losses and loss adjustment expenses attributable to insured events of the current fiscal year	8,609	5,365	13,974	5,567	5,784	11,351
Losses and loss adjustment expenses attributable to insured events of prior fiscal years	17,781	7,249	25,030	9,639	13,742	23,381
Total payments	26,390	12,614	39,004	15,206	19,526	34,732
Unpaid losses and loss adjustment expenses at the end of the year	<u>\$ 47,924</u>	<u>\$ 70,438</u>	<u>\$ 118,362</u>	<u>\$ 46,548</u>	<u>\$ 58,905</u>	<u>\$ 105,453</u>

Preferred Governmental Insurance Trust
For the Period October 1, 2006 through September 30, 2017

Year ending September 30,

	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Premiums and investment revenue:										
Earned	\$ 104,514,838	\$ 96,719,649	\$ 92,916,474	\$ 92,197,372	\$ 87,701,784	\$ 88,231,625	\$ 87,299,705	\$ 81,794,374	\$ 93,637,322	\$ 109,676,431
Ceded	(31,459,730)	(30,909,700)	(33,124,606)	(38,869,012)	(44,940,383)	(45,306,504)	(41,565,671)	(37,970,228)	(36,926,617)	(44,171,860)
Net earned	73,055,108	65,809,949	59,791,868	53,328,360	42,761,401	42,925,121	45,734,034	43,824,146	56,710,705	65,504,571
Net investment income	5,941,562	4,070,878	5,527,402	4,378,529	3,178,293	3,416,155	3,933,269	3,520,422	3,367,572	4,232,628
Unallocated expenses	24,342,520	21,755,655	20,845,434	20,584,448	20,904,884	21,211,849	20,712,210	19,625,149	22,072,593	24,032,508
Estimated incurred losses and expenses, end of policy year (1):										
Incurred	88,387,032	70,983,664	47,484,855	44,299,013	50,364,530	48,245,026	55,233,820	47,003,739	47,325,568	49,601,169
Ceded	(29,773,066)	(16,695,100)	(2,971,554)	(7,623,820)	(21,124,297)	(17,606,292)	(19,016,323)	(14,784,116)	(13,170,406)	(14,456,287)
Net incurred	58,613,966	54,288,564	44,513,301	36,675,193	29,240,233	30,638,734	36,217,497	32,219,623	34,155,162	35,144,882
Paid (cumulative) as of:										
End of policy year	13,974,075	11,351,283	8,876,651	6,873,787	7,506,242	7,059,976	7,210,710	5,896,796	6,343,321	5,906,899
One year later		21,206,906	19,914,172	16,125,646	14,706,425	13,535,656	15,820,204	13,001,877	12,282,940	13,378,936
Two years later			26,071,073	20,865,478	18,582,949	16,837,776	19,958,802	15,033,640	15,697,732	17,201,184
Three years later				24,810,326	21,759,787	19,318,694	22,593,493	16,270,880	17,606,992	19,371,635
Four years later					23,455,767	21,000,705	24,045,724	17,062,578	18,487,765	20,910,183
Five years later						22,738,993	26,926,565	17,751,010	19,033,165	21,523,963
Six years later							26,027,596	18,504,089	19,397,759	21,926,311
Seven years later								18,718,561	19,812,541	22,281,269
Eight years later									20,039,652	22,608,047
Nine years later										22,635,007
Re-estimated ceded losses and expenses		8,983,762	7,551,222	8,551,764	18,492,398	19,906,639	18,821,999	16,996,748	22,262,070	17,153,112
Re-estimated net incurred losses: (1)										
End of policy year	58,613,966	54,288,564	44,513,301	36,675,193	29,240,233	30,638,734	36,217,497	32,219,623	34,155,162	35,144,882
One year later		49,286,557	46,463,847	39,799,393	28,504,518	28,005,958	30,249,675	26,508,001	28,303,595	31,818,646
Two years later			46,013,092	39,114,277	27,488,221	25,707,277	29,297,909	22,523,669	24,984,531	28,830,230
Three years later				38,289,513	27,108,260	25,060,452	28,332,831	20,723,373	22,723,474	26,799,763
Four years later					27,058,553	25,059,799	27,592,857	20,206,002	21,902,413	24,924,772
Five years later						25,388,917	29,018,236	19,842,013	21,595,305	24,097,101
Six years later							27,286,446	19,898,990	21,054,071	23,761,136
Seven years later								19,713,140	21,106,221	23,644,219
Eight years later									21,023,995	23,647,689
Nine years later										23,439,229
Increase (decrease) in estimated incurred losses and expenses from end of policy year										
		\$ (5,002,007)	\$ 1,499,791	\$ 1,614,320	\$ (2,181,680)	\$ (5,249,817)	\$ (8,931,051)	\$ (12,506,483)	\$ (13,131,167)	\$ (11,705,653)

(1) These amounts have been discounted

CITY OF PORT ORANGE
PROPOSAL COMPARISON – WORK PAPERS
RFP #18-22

GENERAL LIABILITY, LAW ENFORCEMENT, PUBLIC OFFICIALS/EMPLOYMENT PRACTICES, CYBER LIABILITY & AUTOMOBILE COVERAGES

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
Insurer:	Preferred Governmental Insurance Trust (PGIT)	Florida Municipal Insurance Trust (FMIT)
GENERAL LIABILITY, LAW ENFORCEMENT, PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY		
Coverage Form:	Occurrence	Occurrence
Limits: General Liability	BI/PD Per Occurrence: \$2,000,000 Personal/Adv. Injury Per Occ: Included Products/Compl. Op. Per Occ: Included Fire Legal Liability: Included Medical Payments: \$2,500	Per Occurrence: \$2,000,000 Annual Aggregate: Unlimited Fire Legal Liability: \$500,000 Aggr. Broad Form Property Damage: \$500,000 Aggr.
	Herbicide & Pesticide Aggr: \$1,000,000 Sewer Back Up & Water Damage – Per Person: No Fault \$10,000 /At Fault \$200,000 Claims Arising out of Bert J. Harris or Similar - \$300,000 Each Occurrence/\$300,000 Aggregate	Herbicide & Pesticide Aggr. \$1,000,000 No Fault Sewer Back Up Expenses - \$100,000 Aggr. Bert Harris Act/Inverse Condemnation: \$300,000 Limit Per Occ/Aggr. Costs included Deductible \$5,000 Extra Contractual Legal Expense: \$100,000 Aggr. (EEOC, Florida Commission on Human Relations, Ethics)
Employee /Benefits Liability	Occurrence Form \$2,000,000	Employee Benefits Program Administration Liability - Included
Law Enforcement Liability	Per Person - \$2,000,000 Per Occurrence - \$2,000,000	Per Occurrence: \$2,000,000 Annual Aggregate: Unlimited
Public Officials Liability	\$2,000,000 Non-Monetary Damages – Defense & Expenses: \$100,000	Per Occurrence: \$2,000,000 Annual Aggregate: Unlimited
Employment Practices Liability	\$2,000,000	Included
Defense Costs:	Defense Costs are outside the policy limits.	“Legal Expenses are outside the deductible and paid solely by the Trust for General Liability and Automobile Liability”. “Defense Costs paid in addition to the policy limits”
Deductibles:	None	None except \$5,000 Deductible for Bert Harris Act/Inverse Condemnation Claims
Rating Basis:	General Liability - Payroll \$17,276,823 Total Payroll \$22,710,284 Full Time employees: 404 Part Time employees: 45 Volunteers: 168	Not Stated
Premium:	General Liability: \$92,808 Law Enforcement Liability: \$87,492 Public Officials & EPL: <u>\$52,651</u> \$232,951	General Liability: \$97,865 Police Professional: \$103,931 Public Officials & EPL: <u>\$145,324</u> \$347,120

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
		<u>Alternative Limit and Deductible Options</u> \$2,000,000 Limit/\$10,000 Ded. \$331,511 (\$15,609 less premium) \$2,000,000 Limit/\$25,000 Ded. \$319,860 (\$27,260 less premium) \$5,000,000 Limit/No Ded. \$377,724 (\$30,604 add'l premium) \$5,000,000 Limit/\$10,000 Ded. \$362,115 (\$14,995 add'l premium) \$5,000,000 Limit/\$25,000Ded. \$350,463(\$3,343 add'l premium)
		“Note: For Members who chose a deductible – Members are only responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability and /or Automobile Liability.”
		“Stand-Alone Policy Premiums” \$2,000,000 Limit/No Ded. \$441,000
Comments:	<i>[Coverage benefits were not described in the B&B proposal. Proposal did not include a coverage form.]</i>	Additional Benefits: • Defense Costs paid in addition to policy limits • Premises Operations • Products/Completed Operations • Contractual Liability (Designated Contracts Only) • Owners & Contractor’s Protective Liability • Personal Injury Liability • Host Liquor Liability • Incidental Medical Malpractice Liability • Watercraft Liability • Fire Legal Liability – Max \$500,000 per year • Broad Form Property Damage – Max \$500,000 per year • Advertising Injury Liability • Skate Facility Liability • Employment Practices Liability • Employee Benefits Program Administration Liability • Extra Contractual Legal Expense - \$100,000 Aggregate Limit (EEOC, Florida Commission on Human Relations, Ethics) • No Fault Sewer Backup Expense - \$100,000 Aggregate • Crisis Intervention • HR Helpline – Full Legal Support and Online Services • Herbicide/Pesticide Spraying. Limit is the GL limit or \$1,000,000, whichever is less • Bert Harris Act/Inverse Condemnation \$300,000 Limit per Occurrence/Aggregate. Limit includes Defense Costs. Deductible is \$5,000 or policy deductible whichever is greater • Cyber Coverages including Privacy, Network Security and Data Breach - \$1,000,000 Annual Aggregate. Claims Made • Cyber Risk Management Tools Web Site.
Exclusions:	<i>[B&B proposal listed exclusions in the proposed coverages. Proposal did not include a coverage form.]</i>	<i>[FLC proposal did not describe coverage exclusions. Proposal did not include a coverage form.]</i>

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
CYBER LIABILITY		
Coverage Form	Claims Made Retroactive date 10/1/2016	Claims Made Retroactive date: Not Stated
Claims Expenses	Claims Expenses are within the Limit of Liability	<i>[Not Described]</i>
Limit:	Each Claim: \$2,000,000 Annual Aggregate: \$2,000,000	Annual Aggregate \$1,000,000
Deductible:	None	<i>[No deductible described in proposal]</i>
Insuring Agreements:	<u>Third Party Insuring Agreements</u> - Media Content Services Liability (Website Media Content wrongful act) - Network Security (E&O) - Privacy Liability (Privacy notification costs, compliance with breach notification law) - PCI DSS (\$250,000 Sublimit – Payment Card Industry Data Security Standards) <u>First Party Insuring Agreements</u> - Cyber Extortion Threat - Data Breach Response & Crisis Management Content wrongful act) - Business Interruption & Extra Expense - Social Engineering Financial Fraud (\$250,000 sublimit)	Privacy Network Security Data Breach Cyber Risk Management Tools Web Site
Premium:	Included	Included
Exclusions:	<i>[B&B proposal listed exclusions in the proposed coverages. Proposal did not include a coverage form.]</i>	<i>[FLC proposal did not describe coverage exclusions. Proposal did not include a coverage form.]</i>
AUTOMOBILE LIABILITY & PHYSICAL DAMAGE		
Limit:		
Automobile Liability	\$1,000,000	\$2,000,000
Personal Injury Protection	Included	Included
Medical Payments	\$2,500	\$5,000
Uninsured Motorist	Not Stated	Selected Vehicles - \$100,000
Hired & Non-Owned Auto	[Symbol 1]	Yes
Auto Physical Damage	Symbols 2 & 8	“Vehicles with \$0 value on Schedule were not included in the quote for APD”
Hired and Non-Owned Physical Damage	Included with \$35,000 Limit	Not Stated
Deductible:	Liability - None Physical Damage - \$1,000	Liability - None Physical Damage - \$1,000
Premium:	Liability: \$49,936 Physical Damage: \$31,206 \$81,142	Liability: \$108,248 Physical Damage: \$37,437 \$145,685
		<u>Alternative Liab. Deductible Options</u> \$2,000,000 Limit/\$10,000 Ded. \$93,363 (\$14,885 less premium) \$2,000,000 Limit/\$25,000 Ded. \$85,945 (\$22,303 less premium)
		<u>“Stand-Alone Policy Premiums”</u> \$2,000,000 Limit/No Liab. Ded Automobile Liability: \$214,000 Physical Damage: \$75,000 \$289,000
Comments:	“Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage may be required for proper protection.”	Coverage includes: - Hired & Non-Owned Liability - Rental Reimbursement – Scheduled Vehicles - Lease Differential – Scheduled Vehicles - Limited Replacement Cost – Owned private passenger vehicles, SUVs Pickup Trucks - Member Personal Effects
Exclusions:	<i>[B&B proposal listed exclusions in the proposed coverages. Proposal did not include a coverage form.]</i>	<i>[FLC proposal did not describe coverage exclusions. Proposal did not include a coverage form.]</i>

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
TOTAL PREMIUMS:	GL, Law Enf./POL & EPL: \$232,951 Cyber Liability: Included Automobile Liability: \$49,936 Automobile Physical Damage: <u>\$31,206</u> \$314,093	GL, Law Enf./POL & EPL: \$347,120 Cyber Liability: Included Automobile Liability: \$145,685 Automobile Physical Damage: <u>Included</u> \$492,805
		“Important Note: The deletion of any of the above coverages does not automatically reduce the premium. These premiums are based on all of the above coverages. Any deletions of coverage will alter the experience modification factor originally used and may result in a higher premium.”

CITY OF PORT ORANGE
PROPOSAL COMPARISON – WORK PAPERS
RFP #18-22

PROPERTY, INLAND MARINE, EQUIPMENT BREAKDOWN & CRIME

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
Insurer:	Preferred Governmental Insurance Trust (PGIT)	Florida Municipal Insurance Trust (FMIT)
PROPERTY		
Blanket or Scheduled:	Blanket	Blanket
Valuation:	Replacement Cost subject to limits shown in the policy at the time of loss. Agreed Amount	Replacement Cost Agreed Amount
Coverage:	All Risk	Special
Shared Program Loss Limits:	\$340,000,000	No Shared Limits
Individual Limits:		
Real & Personal Property	\$112,859,206	\$112,859,206
Flood Limit	Per Occurrence & Aggregate: \$2,000,000	\$5,000,000
Earth Movement	Per Occurrence & Aggregate: \$2,000,000	\$2,000,000
Terrorism	\$5,000,000	\$5,000,000
Sublimits/Extensions of Coverage:		
Accounts Receivable	\$500,000	\$500,000
Additional Expense	\$1,000,000	\$1,000,000 Extra Expense
Animals	\$1,000/\$5,000	Police Dogs & Horses In line of Duty: \$15,000 Annual Maximum: \$30,000
Antiques and Objects of Art		Per Item: \$15,000 Annual Maximum: \$250,000
Business Income	\$1,000,000	\$500,000 BI/\$1,000,000 Extra Expense
Debris Removal	\$250,000/25% of Loss	\$25% of Loss
Demolition, Ordinance, Increased Cost	\$500,000	\$25% of Loss
Duty to Defend	Included	
Electronic Data		Software: \$250,000
Errors & Omissions	\$250,000	\$100,000
Expediting Expense	\$5,000	
Fire Department Charges	\$25,000 Recertification \$10,000	\$250/Day, Recertification of Equipment/Fire Extinguisher Recharge \$5,000 Arson Reward
Fungus Cleanup Expense	\$10,000/\$20,000	\$25,000
Lawns , Plants, Trees & Shrubs	\$25,000	
New Locations	\$2,000,000	Building: \$2,000,000 Personal Property: \$500,000
Non-Scheduled Property in the Open		\$500,000
Off Premises Personal Property		\$250,000
Personal Property of Employees	\$25,000/\$50,000	Pers. Prop of Others: \$50,000
Pollution Cleanup Expense	\$25,000/\$50,000	\$100,000
Preservation of Property	\$250,000	\$100,000
Professional Fees	\$10,000	
Property Damage Mitigation Coverage (Named Storm)		\$500,000
Service Interruption Coverage	\$100,000	\$100,000
Signs – Not attached to Buildings		\$25,000/\$100,000 Vehicular Damage - \$10,000 Maximum
Transit	\$250,000	\$250,000
Valuable Papers & Records	\$500,000 (Inland Marine)	\$500,000
Vehicle Property Coverage	\$0	\$0

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
Deductibles:		
Wind	Named Windstorm: 3% of TIV Per Occurrence, Per Location Subject to \$35,000 Minimum	Named Storm: 3% of the scheduled Building, Personal Property, Other Prop. & Business Income. “Deductible calculated separately and applied individually to each Building, Personal Property, Other Property and Business Income per Occurrence.”
Other than Wind	\$25,000 Per Occurrence Building & Contents Including Extensions of Coverage	\$25,000 Per Occurrence Real & Personal Property, Other Property
Flood	\$25,000 Any One Occurrence Excess of NFIP whether purchased or not.	Zones A & V: XS of NFIP (\$500,000) Other Zones: \$25,000 or NFIP purchased, whichever is greater, per occurrence.
Earth Movement	\$25,000	\$25,000
TRIA	\$25,000	\$25,000
		“Business Income waiting period is 72 hours.”
Property Premium:	\$238,545	\$275,579
	“If the City acquires new locations during this policy period, there will be no premium charge made to add the location mid-term by endorsement.”	“Stand Alone Policy Premiums” Property \$300,000
Note:		“The FMIT will conduct an Asset Valuation for the City at no charge. Insured Assets adjusted due to Asset Valuation will be endorsed onto the policy. Additional premium or return premium will be included on the next installment billing”.
Optional Proposals:		<u>Alternative AOP Deductibles:</u> \$1,000 Deductible \$292,116 (\$16,537 Add'l Premium) \$5,000 Deductible \$286,815 (\$11,236 Add'l Premium) <u>Wind Coverage for Piers, Wharves, Docks, Boardwalks and Bridges</u> \$93,924 Add'l Premium
Property not Covered:	“Detached walls, fences, free-standing property improvements such as athletic equipment, windcreens, light poles, or signs are not covered unless specifically scheduled on the policy.” <i>[B&B proposal listed further property not covered. Proposal did not include a coverage form.]</i>	“Piers, wharfs, docks, boardwalks and bridges are wind excluded with cause of loss – Basic Form applied. Radio towers and television antennas over \$100,000 are wind excluded”. <i>[FLC did not include a description of further property not covered. Proposal did not include a coverage form.]</i>
Exclusions	<i>[B&B proposal listed exclusions to the proposed property coverage. Proposal did not include a coverage form.]</i>	<i>[FLC did not include a description of exclusions to the proposed property coverage. Proposal did not include a coverage form.]</i>
INLAND MARINE		
Insurer:	Preferred Governmental Insurance Trust (PGIT)	Florida Municipal Insurance Trust (FMIT)
Valuation:	Agreed Value Unscheduled Items – Replacement Cost	Actual Cash Value
Limits:		
Unscheduled Inland Marine	Blanket - \$1,000,000 subject to \$25,000 Per Item excluding Watercraft	\$1,000,000 – Items \$15,000 or less “All Watercraft must be scheduled”
Scheduled Inland Marine	\$2,937,893 Scheduled Items	\$2,937,892 Scheduled Items over \$15,000. For Unscheduled Inland Marine equipment, Emergency Portable Equipment and

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
		Communications Equipment
Valuable Papers & Records	\$500,000	Included in Property
		<u>Coverage Extensions:</u> - Rental Reimbursement for Contractor's Equipment for Covered Loss: \$5,000. - Limited Contractor's Equipment Replacement Cost: \$250,000 - Installment Floater – Member's Building Materials: \$100,000
		"Blanket Inland Marine coverage is defined as: Coverage for all unscheduled Inland Marine equipment. Emergency Portable Equipment and Communications Equipment valued at \$15,000 or less is subject to \$500 deductible. (Note: All Watercraft must be scheduled.)"
Deductible:	Unscheduled Items: [Not described] <u>Scheduled Items</u> Varies per Item on Schedule: \$500 or \$1,000	Unscheduled Items: \$500 <u>Scheduled Items:</u> Valued: \$15,001 - \$50,000: \$500 Deductible \$50,001 - \$100,000: \$1,000 Deductible >\$100,001: \$2,000 deductible or 2% of items scheduled limit. Deductible "Applies per occurrence"
Inland Marine Premium:	\$10,540	Included
Exclusions:	See Property Exclusions	
EQUIPMENT BREAKDOWN COVERAGE		
Insurer:	Federal Insurance Company	Florida Municipal Insurance Trust (FMIT)
Limits:	Property Damage Blanket Limit \$120,000,000	Equipment Breakdown Limit \$50,000,000 One Accident
	Business Income/Extra Expense Blanket Limit \$1,000,000 Extended Period - Unlimited	Business Income \$500,000 Extra Expense \$1,000,000
	Ammonia Contamination \$100,000	Expediting Expense \$1,000,000
	Debris Removal \$100,000	Hazardous Substances \$500,000
	Dependent Business Premises \$100,000	
	Electronic Data \$1,000,000	Data Restoration \$500,000
	Fungus Cleanup or Removal \$50,000	Fungus, Wet Rot, Dry Rot and Bacteria \$25,000
	Loss of Utilities \$1,000,000	Service Interruption – Subject to Business Income, Extra Expense and Spoilage Limits
	Off Premises Property Damage \$100,000	
	Pair and Set \$50,000	Water Damage Included in Property
	Pollutant Cleanup or Removal Property Damage \$250,000 Business Income \$250,000	
	Preparation of Loss Fees Property Damage \$50,000 Business Income \$50,000	
	Unintentional EO Prop. Damage \$1,000,000	
	Newly Acquired Premises 365 Days	
	Blanket Limit of Insurance: \$250,000 Electronic Data Expediting Expenses Public Safety Services Charge Spoilage – Sched. Loss & Utility Owned Equip. Water Damage	Spoilage \$500,000

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
Deductibles:	Property Damage: \$25,000 Business Income: 24 Hours Dependent Business Premises: 24 Hours Loss of Utilities: 24 Hours	Direct Coverage: Subject to Real & Personal Property Deductible (\$25,000) Indirect Coverage 24 Hour Time Element
Premium:	\$6,035	Included
Note:	<i>[B&B proposal listed forms, endorsements & exclusions and additional features in the proposed coverage. Proposal did not include a coverage form.]</i>	“Unless the interruption exceeds 24 hours, we will not pay for any loss under Service Interruption. “Covered Equipment” does not include “electrical generating equipment”; however, this exclusion does not apply to emergency generators.” <i>[FLC proposal did include a description of forms, endorsements & exclusions to the proposed coverage. Proposal did not include a coverage form.]</i>
Optional Proposal:	Equipment Breakdown Terrorism Coverage \$61 Additional Premium \$50,000,000 Equipment Breakdown Limit \$597 Less Premium	
CRIME		
Insurer:	Travelers Casualty & Surety Company of America	Florida Municipal Insurance Trust (FMIT)
Description of Coverage:		
Employee Theft	\$1,000,000	Employee Theft - Per Loss \$1,000,000 Faithful Performance – Per Loss \$1,000,000 Finance Director - \$1,000,000
Forgery or Alteration	\$1,000,000	\$1,000,000
On Premises	\$1,000,000	Loss Inside - \$10,000 Robbery or Safe Burglary - \$10,000
In Transit	\$1,000,000	Outside the Premises - \$10,000
Money Orders & Counterfeit Money	\$1,000,000	\$1,000,000
Computer Fraud	\$1,000,000	\$1,000,000
Funds Transfer Fraud	\$1,000,000	Included in Computer Transfer Fraud
Claims Expense	\$5,000	N/S
Social Engineering Fraud	\$100,000	N/S
Retentions:		
Employee Theft	\$10,000	\$1,000
Forgery or Alteration	\$10,000	\$1,000
On Premises	\$10,000	\$1,000
In Transit	\$10,000	\$1,000
Money Orders & Counterfeit Money	\$10,000	\$10,000
Computer Fraud	\$10,000	\$10,000
Funds Transfer Fraud	\$10,000	\$10,000
Claims Expense	\$0	N/S
Social Engineering Fraud	\$10,000	N/S
Coverage:		
	<i>[B&B proposal listed forms, endorsements & exclusions to the proposed coverage. Proposal did not include a coverage form.]</i>	<i>[FLC proposal did include a list of forms, endorsements & exclusions to the proposed coverage. Proposal did not include a coverage form.]</i>
Premium:	\$3,057	Included
Total Property Premiums:	\$258,177	\$275,579
		“Stand Alone Policy Premium: Property: \$300,000

CITY OF PORT ORANGE
PROPOSAL COMPARISON – WORK PAPERS
RFP #18-22

ACCIDENT, DEATH & DISMEMBERMENT AND TRAVEL ACCIDENT COVERAGES

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
Insurer:	National Union Fire Ins. Co. of Pittsburg, PA (AIG)	National Union Fire Ins. Co. of Pittsburg, PA (AIG)
STATUTORY DEATH FOR POLICE AND FIREFIGHTERS		
Description of Class:	Class 1 – All Full time and Part time Law Enforcement Officers of the Policyholder. Class 2 – All Full Time Firefighters of the Policyholder.	Police & Firefighters
Description of Coverage:		
Accidental Death or Dismemberment If an Insured is killed or suffers a dismemberment while: • In fresh pursuit; • Responding to an Emergency • Responding to a Traffic Accident • Enforcing a Traffic law or ordinance	\$74,801	\$72,764
Firefighter – Participating in a training Exercise	Additional \$74,801	\$72,764
Police or Firefighter – Killed as a result of an unlawful and intentional act by another person:	Additional \$211,581	\$205,818
	“Note: Clerical employees are not covered”	
Burial Benefit	\$1,000	\$1,000
Day Care Benefit – 2 years Max.	\$2,000	\$2,000
Education Benefit – 2 years Max	\$2,000	\$2,000
Medical Continuity Benefit	\$5,000	\$5,000
Weekly Accident Indemnity	\$200	\$100 a week
Premium:	\$8,162	\$5,830*
		* “Annual (subject to change as the 2018/2019 rates have not been set.)”
Notes:	<i>[B&B proposal listed forms, endorsements & exclusions to the proposed coverage. Proposal did not include a coverage form.]</i>	<i>[FLC proposal did not list forms, endorsements & exclusions to the proposed coverage. Proposal did not include a coverage form.]</i>
TRAVEL ACCIDENT COVERAGE		
Insurer:	Not Proposed	National Union Fire Ins. Co. of Pittsburg, PA (AIG)
Description of Coverage:		Class I – Elected Officials (5) H-12: 24 Hour Accident Protection while on a Trip – Business only (Inside or Outside City Limits. Principal Sum: \$250,000

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
Insurer:	National Union Fire Ins. Co. of Pittsburg, PA (AIG)	National Union Fire Ins. Co. of Pittsburg, PA (AIG)
		Class II – As shown below (12) City Manager Assistant City Manager Police Chief Finance Director Administrative Services Director Public Works Director Parks & Recreation Director Director of Community Development Public Utilities Director City Attorney City Clerk Fire Chief H-20: 24 Hour Accident Protection – Business and Pleasure Principal Sum: \$250,000
Premium:	Not Proposed	\$1,240

CITY OF PORT ORANGE
PROPOSAL COMPARISON – WORK PAPERS
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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Agent:	Brown & Brown of Florida, Inc.	Florida League of Cities
Insurer:	Preferred Governmental Insurance Trust (PGIT)	Florida Municipal Insurance Trust (FMIT)
Coverage:		
Workers' Compensation	Statutory	Statutory
Employers' Liability	\$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000
Deductibles:	\$25,000 No Aggregate Stop Loss	\$25,000 With a \$407,647 Stop Loss
Coverages Included	"Policy Forms, Endorsements & Exclusions as issued by Carrier"	
Estimated Payroll	\$22,710,284	\$22,710,284
Premium:	\$433,751	\$367,109
Notes:		<u>Alternative Deductible Option Proposed</u> No Deductible: \$482,137 (+115,028 Add'l Premium)
		Stand Alone Policy Premium: \$25,000 Deductible: \$450,000
	Experience Mod Factor: 1.14 5% Drug Free Credit and 2% Safety Credit included "Policy Forms, Endorsements & Exclusions as issued by the Carrier."	Experience Mod Factor: 1.14 "Premium calculation include a 5% Drug Free Credit and 2% Safety Credit Requires receipt of approved applications" "Payrolls and Premium are subject to a Final Audit"

**CITY OF PORT ORANGE PROPOSAL
COMPARISON – WORK PAPERS RFP #18-22**

COST SUMMARY

Agent:	Expiring	Brown & Brown (B&B)	Florida League of Cities (FLC)	Split Option
Insurer:	Property – B&B/PGIT Other – FLC/FMIT	Preferred Governmental Insurance Trust (PGIT)	Florida Municipal Insurance Trust (FMIT)	Prop/WC – FLC/FMIT Other – B&B/PGIT
Package Coverages				
		2 Year Rate Guarantee Proposed	2 Year Rate Guarantee Proposed	
Property:	B&B \$263,744	\$238,545	\$275,579	
Inland Marine:	B&B \$11,940	\$10,540	Included	
Crime:	B&B \$3,981	\$3,057	Included	
Equipment Breakdown:	B&B \$6,250	\$6,035	Included	
Property:	\$285,915	\$258,177	\$275,579	FLC \$275,579
GL/EBL:	FLC \$309,874	\$92,808	\$97,865	\$92,808
Law Enforcement:	FLC Included	\$87,492	\$103,931	\$87,492
Public Officials/EPL:	FLC Included	\$52,651	\$145,324	\$52,651
Cyberliability:	FLC Included	Included	Included	Included
Automobile Liability:	FLC \$144,428	\$49,936	\$145,685	\$49,936
Auto Physical Damage:	FLC Included	\$31,206	Included	\$31,206
Liability:	\$454,302	\$314,093	\$492,805	PGIT \$314,093
Workers' Compensation:	FLC \$361,456	\$433,751	\$367,109	FLC \$367,109
Package Coverages Total	\$1,101,673	\$1,006,021	\$1,135,493	\$956,381
Other Coverages/Costs				
Statutory Death Benefit:	\$7,088	\$8,162	\$5,830	
Travel Accident:	\$1,240	Not Proposed	\$1,240	



FLORIDA MUNICIPAL INSURANCE TRUST

City of Port Orange RFP #18-22 Property, Casualty Insurance and Loss Control & Prevention Services

**Represented by:
John Ligon, Account Executive**

ELECTRONIC COPY

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • 407.425.9142 • Fax: 407.425.9378 • www.floridaleagueofcities.com



FLORIDA MUNICIPAL INSURANCE TRUST

July 3, 2018

Mr. David Battaglia
Purchasing Agent
City of Port Orange
1000 City Center Circle
Port Orange FL 32129

RE: RFP #18-22
Property, Casualty Insurance and Loss Control & Prevention Services

Dear Mr. Battaglia:

The Florida Municipal Insurance Trust is pleased to submit this proposal in response to the City of Port Orange's RFP.

Thank you for the opportunity to present our proposal for your insurance needs. The Florida League of Cities has been servicing the City of Port Orange since 2005 and has worked hard to earn and keep your business. During this period of time, the Florida Municipal Insurance Trust (FMIT) has many success stories that have benefited the City. The FMIT has reduced the General Liability and Auto deductibles from \$25,000 to Zero, therefore, reducing the City's liability cost. The FMIT has analyzed the deductible option chosen on Workers' Compensation and has shown that the Credit received has been larger than the claims paid, generating additional savings. Our office has also conducted numerous Risk and Safety presentations to help reduce worker injuries and create a safe working environment. You will see that the details of these initiatives are reviewed under the associated sections of this proposal.

The City has also received \$450,258 in return premiums saving on property coverage. Point to note, had the City remained insured in the FMIT Property program, you would have received a Return of Property Premium in excess of \$105,000 over the last two years. As a Not-for-Profit entity and partner, this is the Florida League of Cities and Florida Municipal Insurance Trust's way of giving back to our participating members year to year.

Also of note, the City has received approximately \$23,000 in Safety Grants. These grants are provided through our **in-house** Risk and Safety Management program and have benefited all of our members tremendously over the years.

These are just a few of the success stories at the City of Port Orange that have saved many dollars throughout the tenure of your membership. It has always been the policy of the Florida League of Cities to put its members first and work hard to keep your business. It has been a pleasure serving the City and the Florida Municipal Insurance Trust looks forward to working with the City of Port Orange in the future. We will continue to be **Your Resource, Your Advocate and Your Partner.**

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**



FLORIDA MUNICIPAL INSURANCE TRUST

We hope you will take the time and review all of the many services and benefits provided by the Florida Municipal Insurance Trust that are outlined in our proposal and we welcome the opportunity to answer any questions you may have.

Sincerely,

John Ligon
Account Executive
Florida League of Cities, Inc.
125 East Colonial Drive
Orlando FL 32801
Phone: (386) 479-3129
Fax: (407) 425-9378
Email: jligon@flcities.com

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

Florida League of Cities, Inc. Florida Municipal Insurance Trust

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FLORIDA MUNICIPAL INSURANCE TRUST

TAB A

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FLORIDA MUNICIPAL INSURANCE TRUST

TAB A – QUALIFICATIONS, EXPERIENCE AND EXPERTISE:

BULLET 1

- **The Proposer's background including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.**

Background information, business license, proof of insurance and organizational charts are following.

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

The FLORIDA MUNICIPAL INSURANCE TRUST

difference . . .



WE KNOW CITIES:

It's Why We Were Created.

HISTORY

The Florida League of Cities, administrator of the FMIT, has served Florida cities for more than 90 years!

In the 1970s, the private sector insurance market walked away from cities. It wasn't profitable for them. Upon the request of city officials, the League stepped in to fill the void. And, more than 40 years later, the League's insurance programs are stronger than ever.

WE ARE MORE THAN YOUR INSURANCE COMPANY: We Support Cities.

In addition to the FMIT, which is staffed 24/7, the League provides a host of ongoing services to every city in Florida, including:

Advocacy: The League advocates for cities at the state and federal levels, as it's been done for nearly a century. Our core mission is to lobby for cities' interests and Home Rule authority.

Expertise: Questions about municipal governance or operations? Experienced League staff standby to assist and are only a phone call or email away.

Training: Through FLC University, thousands of city officials receive training on important topics ranging from crisis communication to effective leadership to required ethics training and more.



WE DON'T HAVE SHAREHOLDERS:

Our Members Are the Owners.

The FMIT is governed by city officials. Because the Trust is not for profit, with minimal hurricane activity since 2007, it has returned a total of \$78 million in property premiums to members.

WE SUPPORT LOCAL & REGIONAL LEAGUES: We Know the Value of These Regional Networks.

That's why the Florida League of Cities provides a stipend to local and regional leagues based on their membership's participation in the FMIT.

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

FLORIDA MUNICIPAL INSURANCE TRUST



Strength & Service At-A-Glance

The **Florida Municipal Insurance Trust (FMIT)** insures approximately 600 public entities. As the oldest and largest municipal insurance pool in Florida, **the FMIT is the protection of choice for 2 out of every 3 Florida cities.**

SUPERIOR FINANCIAL STABILITY

- ▶ \$496 million in assets
- ▶ \$200 million in surplus
- ▶ \$9.5 billion in total insured values

COMPREHENSIVE COVERAGE

- ▶ Workers' Compensation
- ▶ Property
- ▶ Auto
- ▶ Public Officials Liability
- ▶ Law Enforcement Professional Liability
- ▶ Health
- ▶ Cyber Coverage

In-House, Personal Service: We know our members by name, and we offer the best customer service available. Report claims online or by phone 24 hours a day, seven days a week. From beginning to end, all claims are handled in-house.

Response and Recovery Services: FMIT members with property coverage have access to 24/7 emergency response and recovery services. From sinkholes to fires to floods – we've helped countless entities return to normal in record speed.

Risk and Safety Management: Our team of risk and safety professionals works with you to identify and address potential hazards and risks. We offer first class services, learning opportunities and resources to reduce or eliminate exposures.

Return of Property Premium: When was the last time your insurance company wrote you a check? Our competitors don't do this because they are for-profit.

Since 2007, the FMIT has returned a total of \$78 million in property premiums to members.

Special Investigation Unit: We pursue and minimize insurance fraud, saving FMIT members millions of dollars since the SIU was created. 69 arrests and counting . . .

FLORIDA MUNICIPAL INSURANCE TRUST

RETURN OF PREMIUM

\$78 Million in property premiums
returned to members



insurance.flcities.com/

Time after time, the **Florida Municipal Insurance Trust** returns property premium dollars to members. In 2018, members renewing their property insurance will share in a combined \$4 million refund approved by the FMIT's Board of Trustees.

The Trust has returned a total of \$78 million in property premiums to members since 2007.

We don't have shareholders – our members are the owners. Dedicated to best serving the needs of Florida's municipal governments, these members assess the strength of their program and make decisions that are beneficial to all.

With assets totaling \$496 million and approximately 600 members, Florida's municipalities can be confident the Insurance Trust is stable and prudently managed.

The Florida Municipal Insurance Trust's Board of Trustees and the Florida League of Cities thanks all members for their continued partnership.

- ▶ Workers' Compensation
- ▶ Property
- ▶ Auto
- ▶ Public Officials Liability
- ▶ Law Enforcement Professional Liability
- ▶ Health
- ▶ Response and Recovery Services
- ▶ Cyber Coverage

2017 - 2018



Local Business Tax Receipt

(Formerly known as "Business License "
changed per state law HB1269-2006)

Business Name:

FLORIDA LEAGUE OF CITIES INC

P.O. BOX 530065

ORLANDO, FL 32853

Business Owner

FLORIDA LEAGUE OF CITIES INC

Business Location

125 E COLONIAL DR

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES
PAYMENT OF THE LOCAL BUSINESS TAX
PURSUANT TO CH.205, FLORIDA STATUTES. IT
DOES NOT PERMIT THE HOLDER TO OPERATE IN
VIOLATION OF ANY CITY, STATE, OR FEDERAL
LAW. CITY PERMITTING MUST BE NOTIFIED OF
ANY MATERIAL CHANGE TO THE INFORMATION
FOUND HEREIN BELOW. THIS RECEIPT DOES
NOT CONSTITUTE AN ENDORSEMENT OR
APPROVAL OF THE HOLDER'S SKILL OR
COMPETENCY.

Case Number: BUS0021708-001

Issued Date: 09/24/2017

Expiration Date: 9/30/2018

Business type(s):

Description

BUSOFF 9990 BUSINESS OFFICE

Year

2018

#OrlandoUnited

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2017 **EXPIRES** 9/30/2018 5000-0974117

5000 BUSINESS OFFICE \$50.00 125 EMPLOYEE

TOTAL TAX \$50.00
PREVIOUSLY PAID \$50.00
TOTAL DUE \$0.00

125 E COLONIAL DR
U - ORLANDO, 32801

PAID: \$50.00 0099-00806902 9/18/2017



SITTIG MIKE EX DIRECTOR

FLORIDA LEAGUE OF CITIES INC
SITTIG MIKE EX DIRECTOR
125 E COLONIAL DR
ORLANDO FL 32801-1201



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Demont Insurance Agency & Financial Services 2400 Mahan Drive Tallahassee FL 32308		CONTACT NAME: Graham Demont, CIC, CRIS PHONE (A/C, No, Ext): (850)942-7760 FAX (A/C, No): (850)942-7758 E-MAIL ADDRESS: coi@demontinsurance.com	
INSURED Florida League Of Cities Inc PO Box 1757 Tallahassee FL 32302-1757		INSURER(S) AFFORDING COVERAGE INSURER A: NW Property and Casualty Ins. Co NAIC # 25453 INSURER B: Allied Property and Casualty Ins. 42579 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL1811904296**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			ACPG LZ05965328582	1/27/2018	1/27/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						LARGE PREMIUM \$
A	AUTOMOBILE LIABILITY			ACPB AZ5965328582	1/27/2018	1/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Fellow employee liability \$
B	☒ UMBRELLA LIAB			ACPC AP5965328582	1/27/2018	1/27/2019	EACH OCCURRENCE \$ 15,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 15,000,000
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Insurance Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

G Demont, CIC, CRIS/T

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FLLEAGU-01

AGUYATT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1117 Thomasville Road Tallahassee, FL 32303	CONTACT NAME: PHONE (A/C, No, Ext): (850) 386-1111 FAX (A/C, No): (850) 385-9827 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Associated Industries Insurance Company, Inc. 23140
INSURED Florida League of Cities, Inc. PO Box 1757 Tallahassee, FL 32302-1757	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	AWC1095487	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 3 Landmark Square, 4th Floor Stamford CT 06901-2515	CONTACT NAME: Rusty Briante PHONE (A/C, No, Ext): 203-658-0511 E-MAIL ADDRESS: rusty.briante@epicbrokers.com FAX (A/C, No):
INSURED FLORLEAG Florida League of Cities, Inc. 125 East Colonial Drive Orlando, FL 32801	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 0

COVERAGES**CERTIFICATE NUMBER:** 1331415679**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A A	E&O (*) D&O,EPL,FIDUCIARY (**)			B0146ERUSA1700932 B0146ERUSA1700931	10/1/2017 10/1/2017	10/1/2018 10/1/2018	LIMIT: LIMIT: \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- * Tie-In Limits Endorsement - with Policy B0146ERUSA1700931.
** Tie-In Limits Endorsement - with Policy B0146ERUAS1700932.

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF INSURANCE

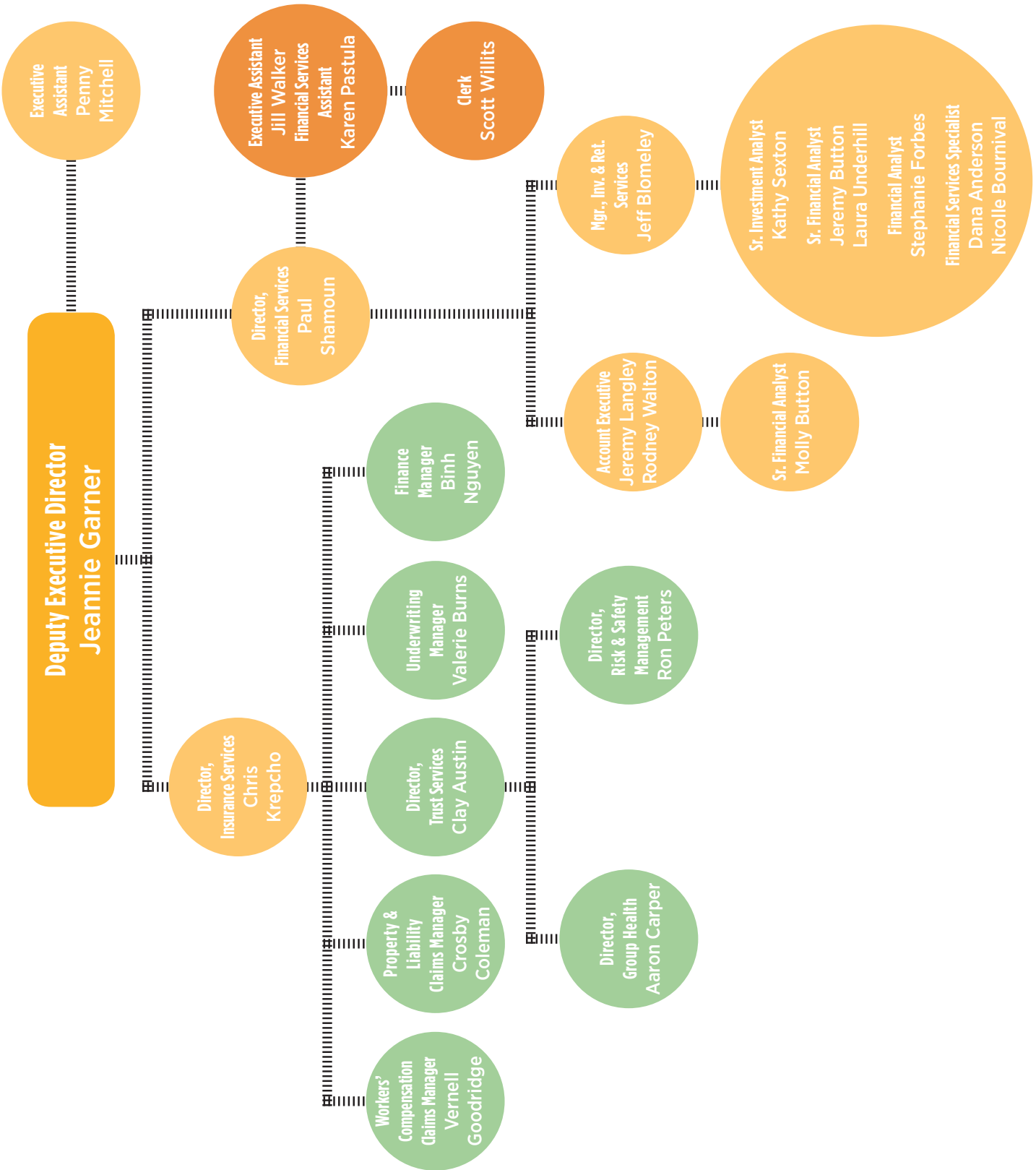
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

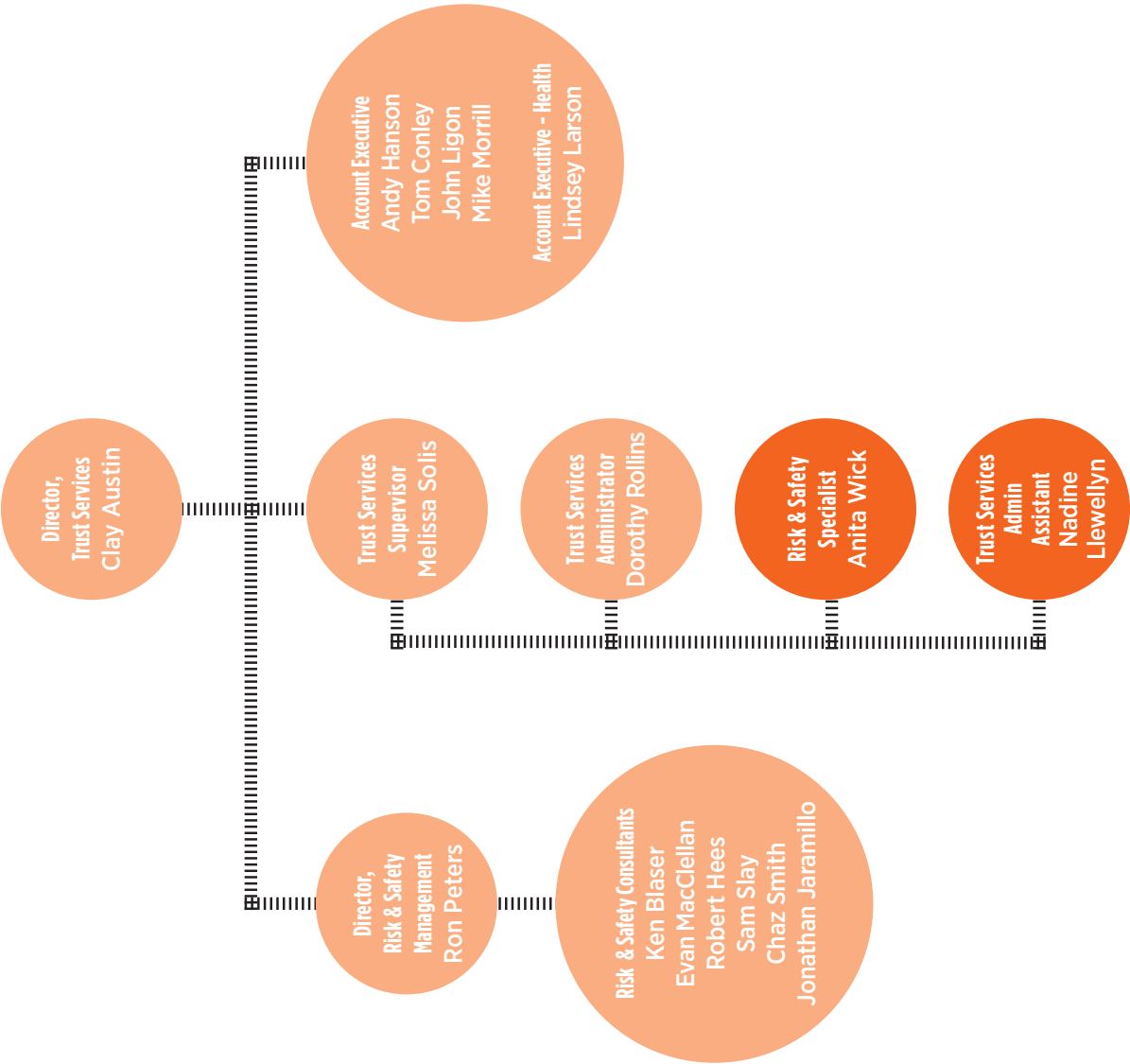
AUTHORIZED REPRESENTATIVE

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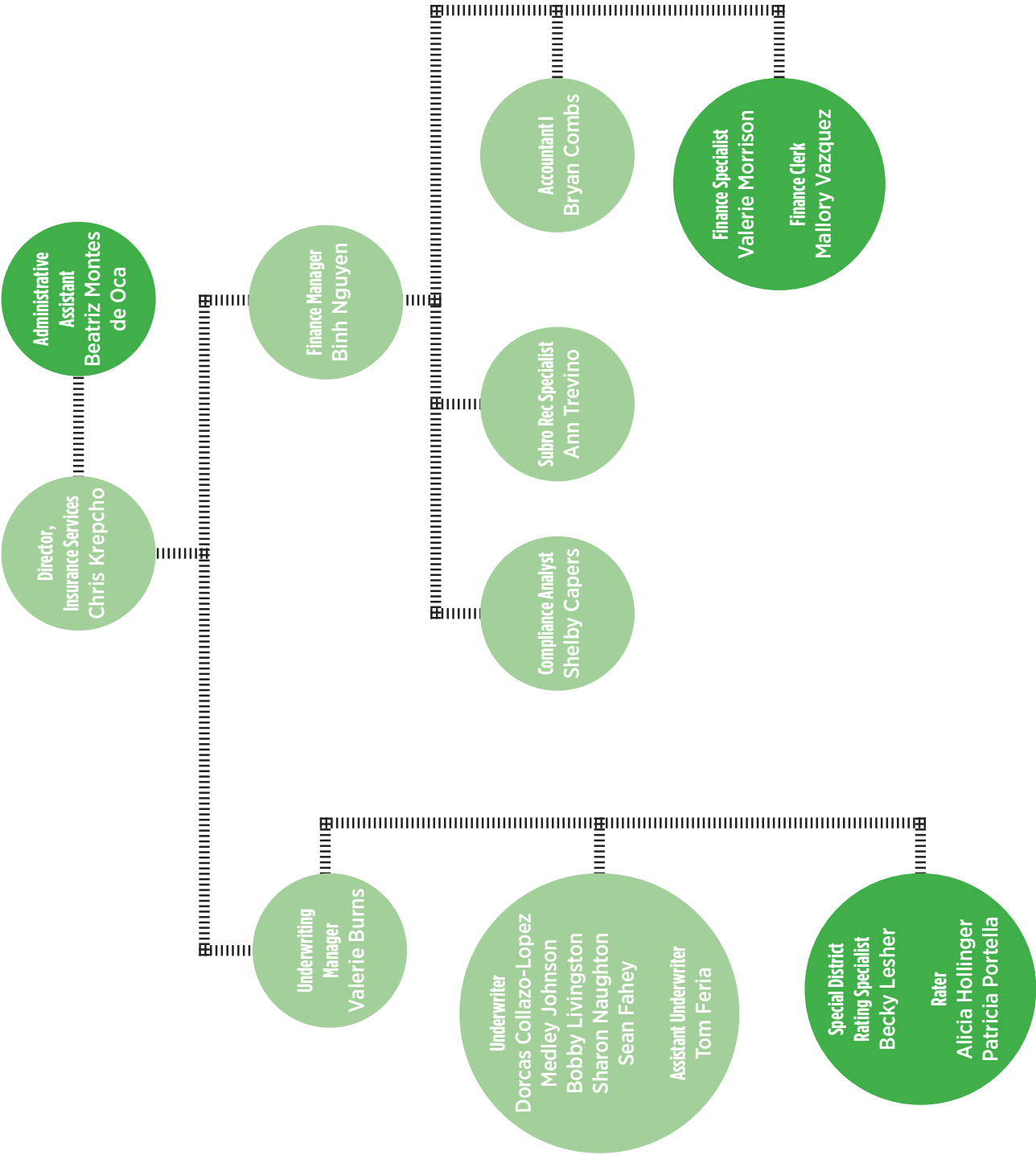
FLORIDA MUNICIPAL INSURANCE TRUST



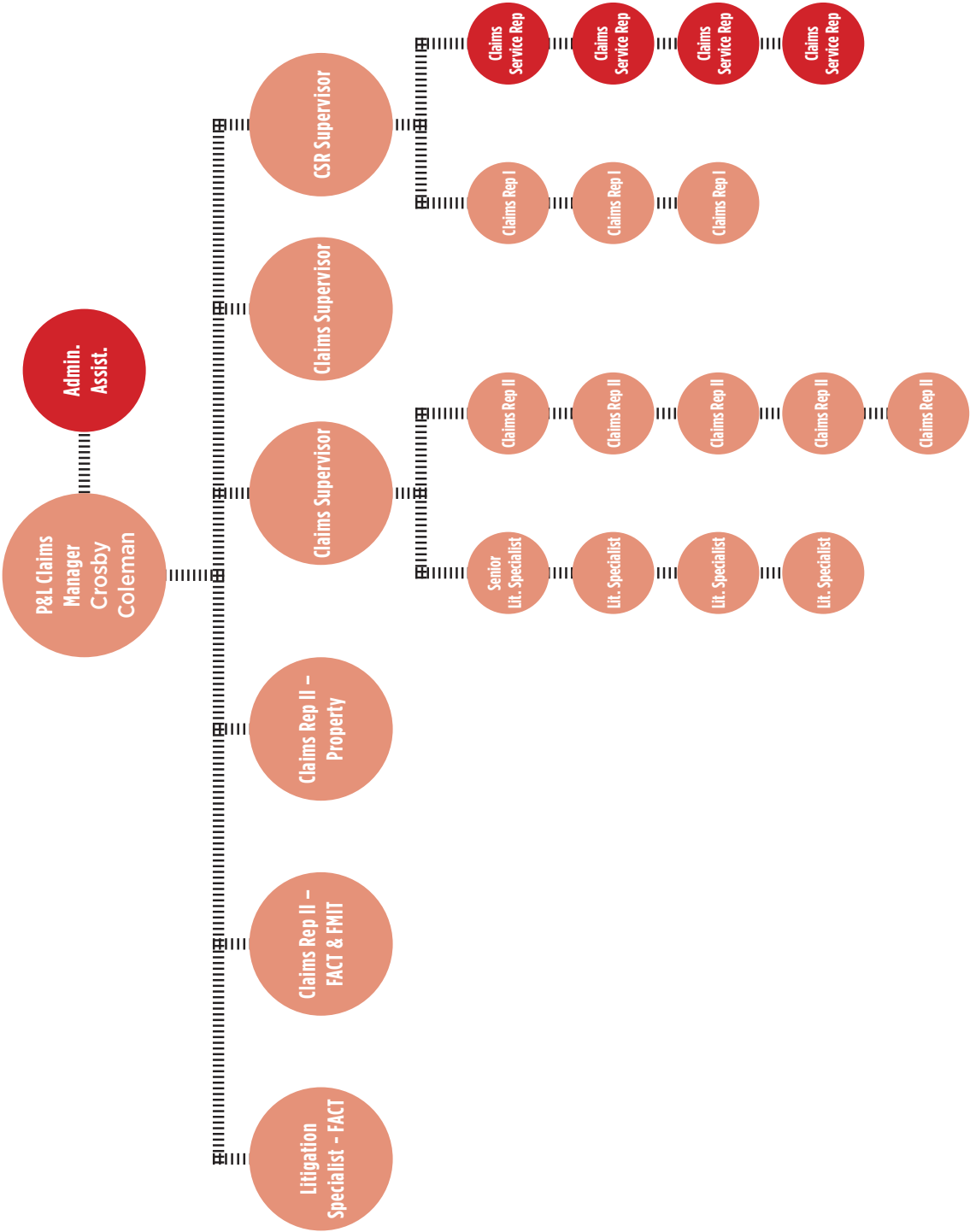
FLORIDA MUNICIPAL INSURANCE TRUST



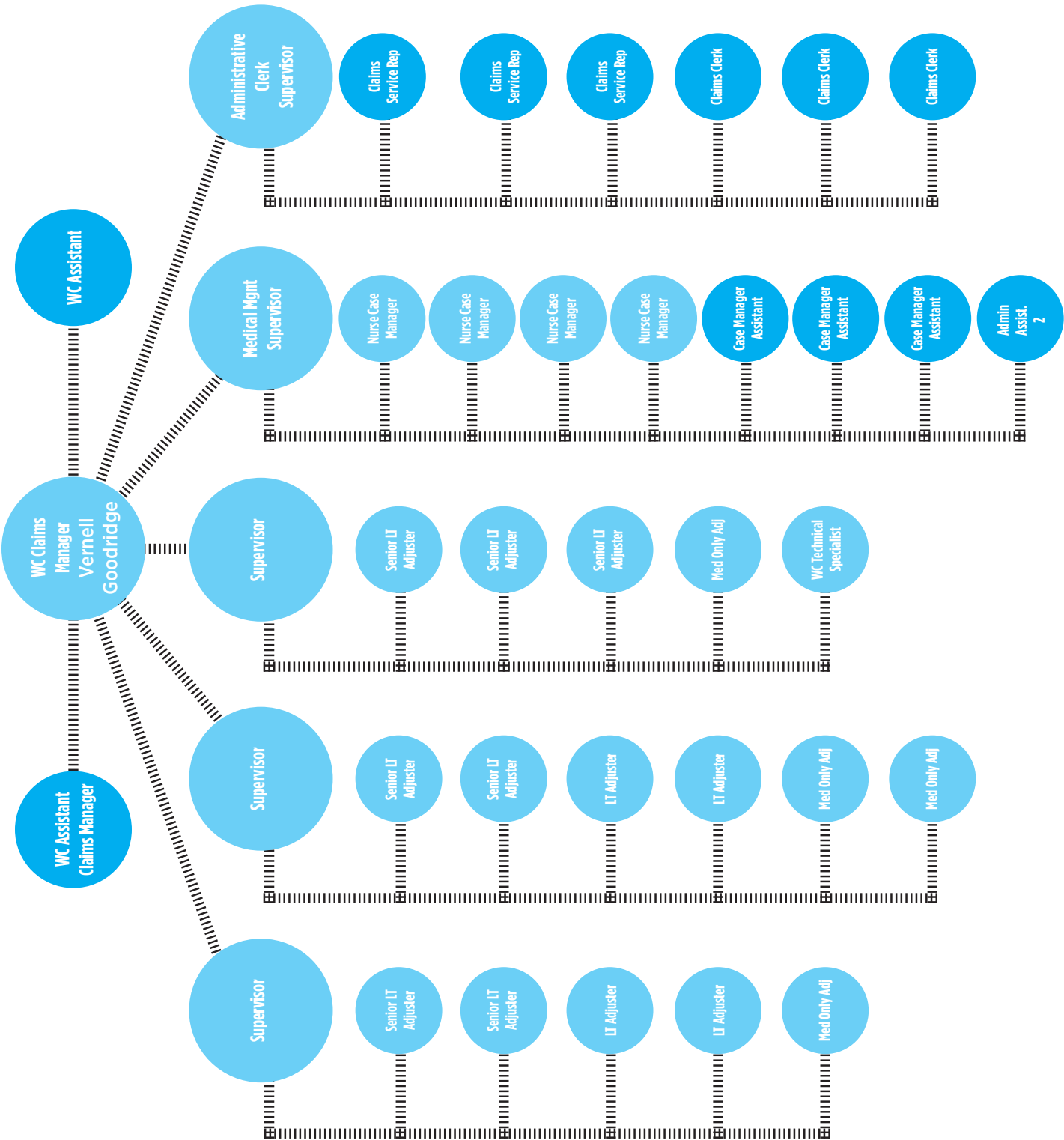
FLORIDA MUNICIPAL INSURANCE TRUST



FLORIDA MUNICIPAL INSURANCE TRUST



FLORIDA MUNICIPAL INSURANCE TRUST





FLORIDA MUNICIPAL INSURANCE TRUST

TAB A – QUALIFICATIONS, EXPERIENCE AND EXPERTISE:

BULLET 2

- **Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. All Vendors shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.**

The Florida League of Cities is a not-for-profit organization and is not a privately-held company.

Following is the most recent audited financial statements.

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

FLORIDA MUNICIPAL INSURANCE TRUST
FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

**Florida Municipal Insurance Trust
Financial Statements
September 30, 2017**

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SHORSTEIN & SHORSTEIN, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

8265 BAYBERRY ROAD

JACKSONVILLE, FLORIDA 32256

JACK F. SHORSTEIN, C.P.A., J.D. (1929-2014)

SAMUEL R. SHORSTEIN

MARK J. SHORSTEIN, C.P.A.

BENJAMIN I. SHORSTEIN, C.P.A.

MICHAEL K. PARRISH, C.P.A.

BARBARA J. HOUSTON, C.P.A.

JOAN B. MOELL, C.P.A.

WALTER L. HUNTER, C.P.A.

TELEPHONE (904) 739-1311

FACSIMILE (904) 739-2069

WWW.SHORSTEINCPA.COM

O.J. YOUNG

MARGARET R. CONOVER, C.P.A.

MELISSA R. STEPHENS, C.P.A.

JEFFREY C. PHILLIPS, C.P.A.

PHILLIP H. CAMPBELL, C.P.A.

JEWEL A. MCCANCE, C.P.A.

BEVERLY W. PARKER, C.P.A.

March 5, 2018

Independent Auditor's Report

To the Board of Trustees of the
Florida Municipal Insurance Trust:

We have audited the accompanying financial statements of the Florida Municipal Insurance Trust as of and for the year ended September 30, 2017, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Florida Municipal Insurance Trust as of September 30, 2017, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-8 and Schedules 1 and 2 on pages 21-23 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have applied certain limited procedures to the management's discussion and analysis in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. Schedules 1 and 2 are presented to supplement the basic financial statements and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We have also previously audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statements for each of the nine years in the period ended September 30, 2016 (none of which are presented herein); and we expressed unmodified opinions on those basic financial statements. In our opinion, the information set forth in the required supplementary information for each of the ten years in the period ended September 30, 2017 appearing in Schedules 1 and 2 is fairly stated in all material respects in relation to the financial statements as a whole.

Shorstein + Shorsten, P.A.

Florida Municipal Insurance Trust
MANAGEMENT'S DISCUSSION & ANALYSIS
For the Year Ended September 30, 2017

The following discussion and analysis will provide an overview of the financial activities of the Florida Municipal Insurance Trust (the Trust) for the fiscal year ended September 30, 2017. Please read this in addition to the financial statements, notes to the financial statements, and other supplementary information provided herein.

Financial Highlights

- Assets exceeded Trust liabilities at September 30, 2017 by \$202.4 million. Of this amount, \$1 million is being held as collateral for a surety bond that has been issued to the Florida Municipal Loan Council and is considered restricted. The Trust's governing Board of Trustees determines if, how much, and when fund equity distributions are to be made, based on the Trust's long-term financial needs.
- Net Position increased \$7.8 million in 2016-2017 mainly due to a significant increase in the fair value of the Trust's investments, along with increased premiums in several coverage lines.
- As of September 30, 2017, the Trust had approximately \$454.1 million in investments, primarily in the various portfolios of the Florida Municipal Investment Trust (FMIvT), an external investment pool, as allowed under the Trust's investment policy. Income derived from these investments is used to fund incentive credits and offset certain administrative expenses.

Basic Financial Statements

The Trust is an independent reporting entity accounted for as an enterprise fund in accordance with U.S. generally accepted accounting principles for governments as established by the Governmental Accounting Standards Board (GASB). These governmental accounting rules require the Trust to prepare a series of financial statements. The Statement of Net Position provides information about the assets and liabilities at a specific point in time, in this case, September 30, 2017. The Statement of Revenues, Expenses, and Changes in Net Position provides information about revenues (additions to net position) and expenses (deductions from net position) recorded during the entire fiscal period from October 2016 through September 2017. The Trust uses the flow of economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time the liabilities are incurred. The Statement of Cash Flows provides information about the various cash activities of the Trust for the year and is presented using the direct method with a reconciliation of operating cash flows to operating income.

Notes to the financial statements. The footnotes provide additional information essential to the understanding of the financial statements.

Supplemental information. In addition to the basic financial statements and accompanying notes, this report also presents certain supplementary information regarding the Trust's ten-year claims development history. Setting member premium rates today to cover the assumed risk of possible future loss occurrences is largely guided by claims development. Analysis of trends in claims development indicates whether losses are increasing, decreasing or static.

Florida Municipal Insurance Trust
MANAGEMENT'S DISCUSSION & ANALYSIS
For the Year Ended September 30, 2017

Income and expenses. The majority of the Trust's operating income and expenses are contained within a relatively small number of accounts. Following is a brief description of those accounts.

Premium income. The Trust provides insurance to members in much the same way as insurance companies provide insurance protection for customers. Coverages are rated for each individual member based on established rates, adjusted by experience modifiers and discounts to reflect the actual loss experience of the member. The experience modifier is based on prior experience adjusted by certain factors. Member premium rating is accomplished by the Trust's Administrator Underwriting Department, which has assigned each member to one of its staff underwriters.

Investment income. The Trust has a highly diversified investment portfolio. The target allocations established under the Trust's investment policy are 10% real estate, 20% equity, and 70% fixed income (including cash) which was adopted by the Board in September 2017. The Trust's investments are managed primarily through the equity and bond portfolios of the FMLvT. The Trust complies with the provisions of GASB Statement 31 by including in investment income the change in fair value of its investments.

Claim payments and reserves. The Trust pays for covered losses experienced by its members as well as related claims expenses. The Florida League of Cities, Inc. (League) has a contractual agreement with the Trust to function as its administrator. The League processes and manages all liability, property and workers' compensation claims in-house. United Healthcare Insurance Company processes health claims. The League contracts with external claims adjusters, attorneys, medical experts, and other professionals on an as-needed basis. Between the time a claim is reported and the time it is resolved, reserves are established for the estimated amount that will have to be paid at some future date to settle the loss. Reserves are also established for claims that have occurred but are not yet known to the Trust. This recognizes losses in the current year for claims anticipated to be paid in future periods. This process allows a correlation between current year premiums and estimated total incurred losses resulting from the current fiscal year coverages.

Administrative expenses and contract service fees. In providing coverage and other member services, the Trust incurs administrative expenses and contract service fees with both the administrator and outside vendors. All of these expenses are budgeted and monitored on a monthly basis for compliance with budgetary limits. The administrator assesses their fees based on member premiums and number of claims handled.

Florida Municipal Insurance Trust
MANAGEMENT'S DISCUSSION & ANALYSIS
For the Year Ended September 30, 2017

Comparative Financial Information

Table 1
Net Position

<u>Current Assets</u>	<u>2016-2017</u>	<u>2015-2016</u>	<u>Difference</u>	<u>% Change</u>
Cash and Investments	\$ 479,200,000	\$ 462,000,000	\$ 17,200,000	3.7%
Receivables	5,700,000	2,900,000	2,800,000	96.6%
Prepaid Expenses	9,600,000	8,500,000	1,100,000	12.9%
Total Current Assets	494,500,000	473,400,000	21,100,000	4.5%
<u>Noncurrent Assets</u>				
Receivables	200,000	1,400,000	(1,200,000)	-85.7%
Investments Restricted	1,000,000	1,000,000	-	0.0%
Deposits	400,000	400,000	-	0.0%
Total Noncurrent Assets	1,600,000	2,800,000	(1,200,000)	-42.9%
Total Assets	496,100,000	476,200,000	19,900,000	4.2%
<u>Liabilities</u>				
Liability for Claims and Claim Expenses	73,100,000	68,700,000	4,400,000	6.4%
Dividend Payable	4,700,000	4,900,000	(200,000)	-4.1%
Premiums Collected in Advance	13,100,000	10,300,000	2,800,000	27.2%
Accounts Payable and Accrued Expenses	1,800,000	1,500,000	300,000	20.0%
Total Current Liabilities	92,700,000	85,400,000	7,300,000	8.5%
<u>Noncurrent Liabilities</u>				
Liability for Claims and Claim Expenses	201,000,000	196,200,000	4,800,000	2.4%
Total Liabilities	293,700,000	281,600,000	12,100,000	4.3%
<u>Net Position</u>				
Restricted	1,000,000	1,000,000	-	0.0%
Unrestricted	201,400,000	193,600,000	7,800,000	4.0%
Total Net Position	\$ 202,400,000	\$ 194,600,000	\$ 7,800,000	4.0%

Florida Municipal Insurance Trust
MANAGEMENT'S DISCUSSION & ANALYSIS
For the Year Ended September 30, 2017

Table 2
Statements of Revenues, Expenses and
Changes in Net Position

<u>Operating Revenues</u>	<u>2016-2017</u>	<u>2015-2016</u>	<u>Difference</u>	<u>% Change</u>
Premium Income	\$ 131,900,000	\$ 123,200,000	\$ 8,700,000	7.1%
Other Income	800,000	700,000	100,000	14.3%
Total Operating Revenues	<u>132,700,000</u>	<u>123,900,000</u>	<u>8,800,000</u>	<u>7.1%</u>
<u>Operating Expenses</u>				
Claims and Claim Expenses	113,700,000	108,300,000	5,400,000	5.0%
Administrative and Other Expenses	31,500,000	31,100,000	400,000	1.3%
Dividend Expense	<u>4,500,000</u>	<u>4,500,000</u>	<u>-</u>	<u>0.0%</u>
Total Operating Expenses	<u>149,700,000</u>	<u>143,900,000</u>	<u>5,800,000</u>	<u>4.0%</u>
<u>Operating Loss</u>	<u>(17,000,000)</u>	<u>(20,000,000)</u>	<u>3,000,000</u>	<u>-15.0%</u>
<u>Nonoperating Revenues</u>				
Investment Income	<u>24,800,000</u>	<u>22,000,000</u>	<u>2,800,000</u>	<u>12.7%</u>
<u>Change in Net Position</u>	<u>7,800,000</u>	<u>2,000,000</u>	<u>5,800,000</u>	<u>290.0%</u>
<u>Net Position, Beginning of Year</u>	<u>194,600,000</u>	<u>192,600,000</u>	<u>2,000,000</u>	<u>1.0%</u>
<u>Net Position, End of Year</u>	<u>\$ 202,400,000</u>	<u>\$ 194,600,000</u>	<u>\$ 7,800,000</u>	<u>4.0%</u>

Florida Municipal Insurance Trust
MANAGEMENT'S DISCUSSION & ANALYSIS
For the Year Ended September 30, 2017

Some of the more important fund transactions during 2016-2017 were:

- The Trust earned \$24.8 million in investment income during the fiscal year, resulting in a return on invested assets (excluding cash) of 5.59%. The allocation to fixed-income portfolios helped to provide investment income of \$6.4 million during the year, while allocation to equities produced returns of \$18.4 million.
- The overall claims and claims expense is \$113.7 million for 2016-2017, which is a 5.0% increase from 2015-2016 claims and claims expense of \$108.3 million. The overall increase in claims expense was largely the result of retained property losses from Hurricane Irma, deterioration in prior years' claim development for property and casualty coverages, and growth of group health premiums which carry a loss ratio higher than property and casualty coverages.
- For the fiscal year ended September 30, 2017, the Trust had reported earned premium of \$131.9 million compared to \$123.2 million in the previous year, or a 7.1% increase. The primary reason for the year-over-year increase resulted from net business growth driven primarily by additional group health premiums, along with exposure and rate increases in multiple coverage lines.

Capital Asset and Long-Term Debt Activity

The Trust has no capital assets or long-term debt.

Economic Factors

United States Economy

The U.S. economy has grown for eight straight years, one of the longest economic expansions in history. Economic growth in 2017 exceeded the 3.0% level for the first time since 2014 and sustained at that level for two consecutive quarters. According to the U.S. Bureau of Labor Statistics, unemployment improved from 4.8% in January 2017 to 4.1% toward the end of 2017. Due to the improving economy and labor market, the Federal Reserve raised the benchmark interest rates three times in 2017.

State of Florida Economy

According to the latest report from the Florida Legislature Office of Economic and Demographic Research, the Florida economy continued to grow at 3.6% during 2017 compared to 3.0% for the U.S. economy. Florida's unemployment rate averaged 3.6%, which was more favorable than the national average of 4.1%. More than half of the new jobs created were in professional business, trade, transportation and construction. Florida's construction activity has continued to increase, as evidenced by an increasing volume in new home permits issued during calendar year 2017.

**Florida Municipal Insurance Trust
MANAGEMENT'S DISCUSSION & ANALYSIS
For the Year Ended September 30, 2017**

Economic Factors (Continued)

Local Government Economy

Florida local governments' budgets continue to benefit from property value increases across the state. Many municipalities are also experiencing population growth, which requires additional government services. Managing this growth and addressing public safety remain top priorities, which compete for available general fund revenues.

Insurance Markets

From a macro-level, the U.S. property and casualty insurance market continued to adapt to the pricing declines primarily due to excess capacity and a political agenda focused on regulatory and tax system reforms. While many insurers' combined ratios were near 100 percent, strong investment earnings helped maintain profitability in 2017 (especially for longer tail coverage lines). Insureds with favorable loss history and flat exposures continued to enjoy relatively flat to decreased insurance premiums in 2017.

The property insurance market has been soft over the past several years primarily due to relatively low catastrophic losses and an abundance of available capacity. However, the market appeared to be "in transition" in 2017 largely due to catastrophic hurricane, earthquake and wildfire losses in 2017. Industry losses totaled in the hundreds of billions of dollars in 2017, proving to be an unprofitable year for many property insurers and reinsurers.

The public entity liability market continued to experience modest rate increases in 2017. Employment practices and public officials' liability continued to be the main driver as related to claims severity. The increase in construction activity yielded a slight increase in land use claims in 2017.

In 2017, the automobile insurance industry witnessed an increasing trend in claims severity. This trend is primarily due to vehicle technology becoming increasingly complex and, in turn, more expensive to repair or replace.

The workers' compensation insurance marketplace is very state-specific. In Florida, workers' compensation insurance rates increased significantly in December 2016 due to Florida Supreme Court case law changes in the spring of 2016. Workers' compensation rates are set to decrease in January 2018 as the impact of the spring of 2016 case law changes appears to have either been overstated and/or not fully realized yet. Frequency of occupational injuries was also trending down, further helping to justify the decrease in workers' compensation rates.

The health insurance marketplace experienced increases in medical and pharmaceutical severity trends. Couple these trends with an aging population and uncertainty in the future of the U.S. health insurance marketplace, health insurance rates continued to increase in 2017.

Requests for Information

This financial report is designed to provide a general overview of the Trust's finances. Questions concerning the information provided in this report or requests for additional financial information should be addressed to the Florida League of Cities, Director of Insurance Services, P.O. Box 538135, Orlando, FL 32853.

Florida Municipal Insurance Trust
***STATEMENT OF NET POSITION**
September 30, 2017

ASSETS

Current Assets

Cash and Cash Equivalents	\$ 25,031,833	
Investments	454,107,378	
Premiums Receivable, Net	2,200,072	
Reinsurance Recoveries Receivable, Net	1,445,217	
Receivable from Florida Special Disability Trust Fund	1,002,756	
Receivable for Members' Deductibles	1,083,592	
Prepaid Reinsurance	6,896,709	
Prepaid Expenses - Other and Miscellaneous Receivable	<u>2,748,588</u>	
Total Current Assets		\$494,516,145

Noncurrent Assets

Reinsurance Recoveries Receivable, Net	150,000	
Investments - Restricted	1,045,000	
Deposits	<u>340,043</u>	
Total Noncurrent Assets		<u>1,535,043</u>
Total Assets		<u>496,051,188</u>

LIABILITIES

Current Liabilities

Liability for Claims and Claim Expenses	73,049,196	
Dividend Payable	4,737,800	
Premiums Collected in Advance	13,047,623	
Accounts Payable	1,004,480	
Accrued Expenses:		
Administrative, Service, and Sponsorship Fees	<u>818,591</u>	
Total Current Liabilities		92,657,690

Noncurrent Liabilities

Liability for Claims and Claim Expenses		<u>201,002,000</u>
Total Liabilities		<u>293,659,690</u>

NET POSITION

Net Position

Restricted for Surety Bond Collateral	1,045,000	
Unrestricted	<u>201,346,498</u>	
Total Net Position		<u><u>\$202,391,498</u></u>

* The accompanying notes are an integral part of these financial statements.

Florida Municipal Insurance Trust
***STATEMENT OF REVENUES, EXPENSES AND**
CHANGES IN NET POSITION
For the Year Ended September 30, 2017

Operating Revenues

Premium Income	\$ 131,862,157
Other Income	<u>817,956</u>
Total Operating Revenues	<u>132,680,113</u>

Operating Expenses

Claims and Claim Expenses	113,702,489
Administrative and Service Fees	20,393,724
Dividend Expense	4,500,000
Assessments - Florida Department of Labor and Employment Security	860,780
Sponsorship Fee	3,755,410
Fraud Unit Expense	1,945,644
Other Expenses	<u>4,535,739</u>
Total Operating Expenses	<u>149,693,786</u>

Operating Loss

(17,013,673)

Nonoperating Revenues

Investment Income	<u>24,840,743</u>
Change in Net Position	7,827,070

Net Position, Beginning of Year

194,564,428

Net Position, End of Year

\$202,391,498

* The accompanying notes are an integral part of these financial statements.

Florida Municipal Insurance Trust
***STATEMENT OF CASH FLOWS**
For the Year Ended September 30, 2017

Cash Flows from Operating Activities

Cash Received from Members for Premiums	\$ 153,723,011
Reinsurance Recoveries	7,966,222
Florida Special Disability Trust Fund Collections	308,773
Cash Received for Commissions	656,987
Cash Payments for Claims	(112,292,863)
Cash Payments for Dividends	(4,292,155)
Cash Payments to Suppliers for Goods and Services	(52,885,475)
Cash Payments to Florida Special Disability Trust Fund	<u>(873,131)</u>
Net Cash Used by Operating Activities	<u>(7,688,631)</u>

Cash Flows from Investing Activities

Interest on Cash and Investments	75,849
Proceeds from Sale of Investments	24,500,000
Purchase of Investments	<u>(14,500,000)</u>
Net Cash Provided by Investing Activities	<u>10,075,849</u>

Net Increase in Cash and Cash Equivalents

2,387,218

Cash and Cash Equivalents, Beginning of Year

22,644,615

Cash and Cash Equivalents, End of Year

\$ 25,031,833

* The accompanying notes are an integral part of these financial statements.

Florida Municipal Insurance Trust
***STATEMENT OF CASH FLOWS**
For the Year Ended September 30, 2017

Reconciliation of Operating Loss to Net Cash

Used by Operating Activities

Operating Loss	\$ (17,013,673)
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Change in Assets and Liabilities

Increase in Premiums Receivable	(2,106,022)
Decrease in Reinsurance Recoveries Receivable	820,730
Increase in Receivable from Florida Special Disability Trust Fund	(330,267)
Decrease in Receivable for Members' Deductibles	58,112
Increase in Prepaid Expenses - Other	(1,782,483)
Decrease in Prepaid Reinsurance	608,776
Increase in Liability for Claims and Claim Expenses	9,136,046
Increase in Premiums Collected in Advance	2,728,871
Increase in Accounts Payable	79,657
Decrease in Dividend Payable	(126,910)
Increase in Accrued Expenses	238,532

Net Cash Used by Operating Activities

\$ (7,688,631)

Supplemental Schedule of Noncash Transactions

The increase in the fair value of investments was \$24,749,212.

* The accompanying notes are an integral part of these financial statements.

Florida Municipal Insurance Trust
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

Note 1 - Organization and Significant Accounting Policies

- A. Organization and Purpose - The Florida Municipal Insurance Trust (the Trust) is a self-insurance program established to provide certain liability, property, casualty, health, and other coverages to participating units of local government in Florida, pursuant to various provisions of Florida Statutes.

Trust underwriting and rate-setting policies have been established after consulting with an independent actuary. The Trust is non-assessable. Trust members at year-end included 253 cities, 27 county subdivisions and 282 special districts, all located within Florida.

- B. Reporting Entity and Basis of Accounting - The Trust is an independent reporting entity accounted for as an enterprise fund in accordance with accounting principles generally accepted in the United States of America for governments as established by the Governmental Accounting Standards Board (GASB). The Trust uses the flow of economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time the liabilities are incurred.
- C. The Trust is exempt from income taxes under the provisions of Section 115 of the Internal Revenue Code.
- D. The Trust considers all unrestricted highly liquid investments purchased with an initial maturity of three months or less to be cash equivalents.
- E. Investments are reported at fair value in accordance with GASB Statement 31.
- F. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.
- G. The Trust uses the allowance method to account for uncollectible receivables. The allowance is based on management's estimate of possible bad debts. The allowance for doubtful accounts is \$375,000 at September 30, 2017. There were no bad debt write-offs during the year.
- H. The Trust considers all revenues from premium and commission income that comprise the Trust's core business activities to be operating revenues. All expenses are considered to be operating expenses. Investment income is considered to be nonoperating revenue.

Florida Municipal Insurance Trust
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

Note 2 - Cash and Cash Equivalents

Cash and cash equivalents include interest-bearing demand deposits in the amount of \$24,499,703 and short-term investments in the amount of \$532,130.

Short-term investments of \$523,941 were invested in the Local Government Surplus Funds Trust Fund (Florida Prime) with an average maturity of 51 days. The fund is rated AAA by Standard & Poor's.

Florida Statutes require that all qualified public depositories holding public funds collateralize deposits in excess of Federal Deposit Insurance Corporation insurance with the State Treasurer. Since the Trust uses only qualified public depositories, all demand deposits are fully insured or collateralized.

Note 3 - Investments and Investment Income

The Board of Trustees has an investment policy authorizing investments in a variety of fixed-income and equity instruments. Among the types of instruments the Trust is authorized to invest in are: certain mortgage loans, common stocks, convertible preferred stocks or bonds, repurchase agreements, commingled governmental trusts, no-load investment funds, no-load mutual funds, obligations of the United States of America, its agencies and instrumentalities, securities of state, municipal and county governments or their public agencies, corporate debt obligations, asset-backed securities and money market instruments and/or funds.

The investment policy specifies limitations as to credit quality, maturity, and issuer on fixed-income instruments, and places limits on the percentage of large-cap stock, small-cap stock, and foreign investment exposure.

The Florida Municipal Investment Trust (FMIvT) is a governmental external investment pool open to eligible units of local governments to invest in one or more investment portfolios under the direction and daily supervision of an investment advisor. FMIvT is not subject to SEC or other regulatory oversight. The fair value of the positions in the FMIvT funds and portfolios are the same as the value of the fund and portfolio shares.

FMIvT is governed by a Board of Trustees consisting of the President (or his appointee) and Second Vice President of the Florida League of Cities, Inc. (League), two representatives of the Trust, and up to three additional appointed members who are elected officials of the governmental entities who actively participate in FMIvT. The League serves as Administrator, Investment Manager and Secretary-Treasurer for FMIvT.

Florida Municipal Insurance Trust
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

Note 3 - Investments and Investment Income (Continued)

The Trust's investments consisted of the following at September 30, 2017:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Duration (In Years)</u>
BlackRock Liquidity Funds FedFund	\$ 1,045,000	0.11
 Bond Funds		
FMLvT 1-3 Year High Quality Bond Fund	67,792,694	1.38
FMLvT Intermediate High Quality Bond Fund	158,261,232	3.48
FMLvT Broad Market High Quality Bond Fund	35,174,337	4.74
FMLvT Expanded High Yield Bond Fund	50,759,767	3.10
FMLvT Core Plus Fixed Income Fund	35,393,136	2.24
 Equity Funds		
FMLvT High Quality Growth Portfolio	11,548,140	
FMLvT Russell 1000 Enhanced Index Portfolio	30,195,856	
FMLvT Diversified Small to Mid Cap Equity Portfolio	28,750,577	
FMLvT International Equity Portfolio	25,251,459	
FMLvT Large Cap Diversified Value Portfolio	10,980,180	
 Total Investments	<u>\$ 455,152,378</u>	

Interest Rate Risk: As a means of limiting its exposure to fair value losses from rising interest rates, the Trust's investment policy employs portfolio diversification, controlled duration strategies, and maturity durations as the primary methods of controlling risk. In addition, the policy establishes a minimum investment of \$1,000,000 in liquid investments having a maturity of 90 days or less. Investments may include mortgage and mortgage-backed securities having an average weighted useful life of less than ten years. The Trust's investment policy does not limit the duration of other bonds or governmental investment trusts.

Credit Risk: The Trust's investment policy is to apply the prudent-person rule. The investment portfolio shall be designed to attain a market rate of return throughout financial and economic cycles, taking into account the Trust's investment risk constraints as discussed in the investment policy. The Trust's credit quality policy does not limit its investments in U.S. government agency obligations or bond funds. The FMLvT Intermediate High Quality Bond Fund and 1-3 Year High Quality Bond Fund are rated AAA by Fitch Ratings. The FMLvT Broad Market High Quality Bond Fund is rated AA by Fitch Ratings. The FMLvT Expanded High Yield Bond Fund and the FMLvT Core Plus Fixed Income Fund are not rated by any nationally recognized statistical rating agency at this time.

The net increase in fair value includes both realized gains and losses and the change in unrealized gains and losses during each fiscal year.

As further described at Note 13, investments in the amount of \$1,045,000 are held by The Bank of New York Mellon SA/NV as collateral under a surety bond issued to the Florida Municipal Loan Council (FMLC) which is restricted.

Florida Municipal Insurance Trust
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

Note 3 - Investments and Investment Income (Continued)

Fair value measurement: During the year ended September 30, 2016, the Trust adopted GASB Statement 72 (GASB 72), *Fair Value Measurement and Application*, which defines fair values as the price the Trust would receive upon selling the investment in an orderly transaction to an independent buyer in the principal market for the investment. GASB 72 also establishes a three-tier hierarchy of inputs to valuation techniques used to measure fair value and requires the Trust to categorize its fair value measurements within that hierarchy. The three-tier hierarchy of inputs is summarized in the three broad levels listed below:

Level 1 includes unadjusted quoted prices for identical investments in active markets.

Level 2 includes other significant observable inputs such as quoted prices for similar investments, quoted prices in inactive markets, adjusted quoted prices in active markets and other market-corroborated inputs.

Level 3 includes significant unobservable inputs, which are used only when relevant Level 1 and Level 2 inputs are unavailable.

The Trust has the following recurring fair value measurements as of September 30, 2017:

Investments by Fair

<u>Value Level</u>	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Money Market Funds	\$ 1,045,000	\$ 1,045,000	\$ -	\$ -
Bond Funds	347,381,166	-	261,228,263	86,152,903
Equity Portfolios	106,726,212	-	106,726,212	-
Total Investments	<u>\$ 455,152,378</u>	<u>\$ 1,045,000</u>	<u>\$367,954,475</u>	<u>\$ 86,152,903</u>

Money Market funds classified in Level 1 are valued at cost which approximates fair value.

Florida Municipal Insurance Trust
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

Note 3 - Investments and Investment Income (Continued)

The remaining investments are valued at the net asset values provided by FMIVT, which are based upon the values of the underlying assets of the various funds and portfolios. The values of the bond funds and equity portfolios classified as Level 2 are derived from market-corroborated data, while the values of the bond funds classified as Level 3 are based on unobservable inputs. Those bond funds classified as Level 2 invest in U.S. Treasury and agency securities, asset-backed securities and corporate bonds and notes. The investment objective of these funds is to meet or exceed the return of its benchmark. The Expanded High Yield Bond Fund and the Core Plus Fixed Income Fund are classified as Level 3. These investments include securities for which exchange quotations are not readily available, and therefore the values are based on various valuation methodologies and are ultimately determined in good faith by the fund's management. The Expanded High Yield Bond Fund is designed to provide an investment alternative to members seeking a higher-yielding, longer-term bond fund. The fund's objective is to obtain a high total return as compared to both the relevant high-yield bond index and the investment-grade market by providing exposure to the domestic, Canadian and European high-yield markets. The Core Plus Fixed Income Fund is designed to provide an investment alternative to members that seek a broadly diversified portfolio of fixed-income securities in order to maximize total investment return through a combination of interest income, capital appreciation and currency gains. The commingled funds of the Core Plus Fixed Income Fund invest in a broad spectrum of fixed- and floating-rate debt securities that are diversified by credit quality, geography and duration. The equity portfolios invest in domestic and foreign stocks. The investment objective of these funds is to meet or exceed the return of its benchmark. Depending on the fund or portfolio, withdrawals can be made on a semi-monthly or monthly basis. All funds and portfolios require five days' notice with exception of the International Equity Portfolio which requires thirty days.

Note 4 - Premium Income

Premium income for the current policy year is based on management's estimates and will be adjusted upon completion of all premium audits. Premiums receivable represents primarily the estimated post year-end premium adjustments. Premium income is reported net of ceded excess reinsurance premiums and incentive credits.

Premium Income	\$ 166,876,126
Ceded Excess Reinsurance Premiums	(21,219,547)
Incentive Credits	<u>(13,794,422)</u>
Net Premium Income	<u>\$ 131,862,157</u>

The Trustees established an incentive plan to provide for premium reductions to members based on each member's past experience in the Trust and other criteria.

Note 5 - State of Florida Special Disability Trust Fund

The state of Florida operates the Special Disability Trust Fund (SDTF) which reimburses Florida employers and carriers for certain workers' compensation benefits paid for claims incurred prior to January 1, 1998. The SDTF is funded with assessments paid to the Florida Department of Financial Services by insurers and self-insurers providing workers' compensation coverage in Florida. The Trust does not report as liabilities claims that have been accepted for reimbursement by the SDTF. In the event the SDTF does not meet its obligations, the Trust would be liable for such amounts.

Florida Municipal Insurance Trust
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

Note 6 - Excess Reinsurance

The Trust uses reinsurance agreements to reduce its exposure to large losses on all types of insured events. Reinsurance permits recovery of a portion of losses from reinsurers, although it does not discharge the primary liability of the Trust as direct insurer of the risks reinsured. The Trust does not report reinsured risks as liabilities unless it is probable that those risks will not be covered by reinsurers. The amount deducted from claims liabilities as of September 30, 2017 for reinsurance was approximately \$83,000,000. In the event that any of the reinsuring companies do not meet their obligations under existing reinsurance agreements, the Trust would be liable for such amounts.

Reinsurance recoveries receivable represents recoverable amounts for claims paid on or before September 30, 2017, net of a \$325,000 allowance for bad debts.

Prepaid reinsurance consists of the unexpired premiums for property risk excess and catastrophe policies expiring March 31, 2018.

Note 7 - Deposits

The Trust is a pool member of the NLC Mutual Company, a mutual property/casualty insurance company providing one or more layers of reinsurance coverage to state municipal league sponsored risk-sharing pools. A capital contribution of \$340,043 is recorded as a deposit. The capital contribution is non-transferable, and the right to withdraw capital is suspended by the By-Laws to four or more years after the election to withdraw is first made.

Note 8 - Claims and Claim Expenses

The provision for claims and claim expenses includes paid and unpaid claims and expenses associated with settling claims, including legal fees. The liability for claims and claim expenses is based on claims adjusters' evaluations of individual claims, management's evaluation, and an actuarial review of experience with respect to the probable number and nature of claims arising from losses that have been incurred but have not yet been reported. The liability represents the estimated ultimate cost of settling the claims, including the effects of inflation and other societal and economic factors. Any adjustments resulting from the settlement of losses will be reflected in earnings at the time the adjustments are determined.

Members may choose to retain a level of risk by adding deductible provisions to their policies. The receivable for members' deductibles represents the members' retained portion of the claims paid on or before September 30, 2017.

Florida Municipal Insurance Trust
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

Note 8 - Claims and Claim Expenses (Continued)

The following represents changes in the liability during the past two years:

	<u>Year Ended September 30,</u>	
	<u>2017</u>	<u>2016</u>
<u>Liability for Claims and Claim Expenses -</u> <u>Beginning of Year</u>	<u>\$ 264,915,151</u>	<u>\$ 258,665,004</u>
<u>Claims and Claim Expenses</u>		
Provision for Insured Events of the Current Year	118,737,637	112,508,983
Increase (Decrease) in Provision for Insured Events of Prior Years	(5,035,148)	(4,220,472)
Total Claims and Claim Expenses	<u>113,702,489</u>	<u>108,288,511</u>
<u>Payments</u>		
Claims and Claim Expenses Attributable to Insured Events of the Current Year	51,356,097	46,826,583
Claims and Claim Expenses Attributable to Insured Events of Prior Years	53,210,347	55,211,781
Total Payments	<u>104,566,444</u>	<u>102,038,364</u>
<u>Liability for Claims and Claim Expenses -</u> <u>End of Year</u>	<u><u>\$ 274,051,196</u></u>	<u><u>\$ 264,915,151</u></u>

Note 9 - Premiums Collected in Advance

Premiums collected in advance represents premiums collected prior to October 1, 2017 but allocable to the year ending September 30, 2018.

Note 10 - Administrative and Service Fees

Administrative and service fees in the amount of \$18,258,780 were incurred with the League for claims administration and other administrative services pursuant to one-year agreements. In addition, the League was paid \$500,000 for reinsurance management services, which are included in other expenses. A number of members of the Trust's Board of Trustees are also members of the League's Board of Directors.

Administrative fees in the amount of \$2,134,944 were paid to United Healthcare for HMO health claims administration.

Florida Municipal Insurance Trust
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

Note 11 - Sponsorship Fee

The Trust incurred \$3,755,410 in sponsorship fees for sponsoring and promoting the Trust, of which \$3,625,143 was incurred with the League.

Note 12 - Fraud Unit Expense

The Trust has contracted with the League to operate a special investigative unit to pursue and minimize fraudulent insurance acts committed against the Trust.

Note 13 - Surety Bond

The Trust has issued a surety bond to FMLC, guaranteeing payment of principal and interest on the Revenue Bonds, Series 2000A, in the amount of \$1,045,000, maturing between 2017 and 2024. The surety bond is collateralized by investments held in trust by The Bank of New York Mellon SA/NV in the amount of the guarantee.

The League serves as Administrator for FMLC.

Note 14 - Policyholder Dividend

Dividend payable represents distributions declared by the Trustees on or before September 30, 2017 which are payable after year-end.

Florida Municipal Insurance Trust
REQUIRED SUPPLEMENTARY INFORMATION
TEN-YEAR CLAIMS DEVELOPMENT INFORMATION
September 30, 2017

Schedule 1

The Governmental Accounting Standards Board requires public entity risk pools to present claims development information for the last ten years. The information on the next page illustrates how the Trust's premium (net of reinsurance), investment and other income compare to related costs of loss (net of loss assumed by reinsurers) and other expenses of the Trust as of the end of each of the last ten years.

The rows of the schedule are defined as follows:

1. This line shows the total of each fiscal year's gross premium, investment and other income, premium ceded to reinsurers, and net earned premium, investment and other income. Pursuant to GASB Statement 34, earned income is reported net of incentive credits.
2. This line shows each fiscal year's other operating costs not allocable to individual claims.
3. This line shows the Trust's gross incurred claims and allocated claim adjustment expense, claims assumed by reinsurers and net incurred claims and allocated claim adjustment expense (both paid and accrued) as originally reported at the end of the first year in which the event that triggered coverage under the contract occurred (called policy year).
4. This section of 10 rows shows the cumulative net amounts paid as of the end of successive years for each policy year.
5. This line shows the latest reestimated amount of claims assumed by reinsurers as of the end of the current year for each policy year.
6. This section of 10 rows shows how each policy year's net incurred claims increased or decreased as of the end of successive years. This annual reestimation results from new information received on known claims, reevaluation of existing information on known claims, as well as emergence of new claims not previously known.
7. This line compares the latest reestimated net incurred claims amount to the amount originally established (line 3) and shows whether this latest estimate of claims cost is greater or less than originally thought.

As data for individual policy years mature, the correlation between original estimates and reestimated amounts commonly is used to evaluate the accuracy of net incurred claims currently recognized in less mature policy years. The columns of the table show data for successive policy years.

Florida Municipal Insurance Trust
REQUIRED SUPPLEMENTARY INFORMATION
TEN-YEAR CLAIMS DEVELOPMENT INFORMATION
September 30, 2017

Schedule 1

		Fiscal and Policy Year Ended September 30,									
		2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
1.	Premium, Investment, and Other Income										
	Earned	\$ 115,064,295	149,137,015	148,803,659	127,594,104	145,760,678	146,252,570	161,410,824	154,328,878	170,049,585	178,740,403
	Ceded	25,628,965	22,342,082	24,268,423	25,782,855	27,001,949	26,844,208	28,328,318	26,095,063	24,122,791	21,219,547
	Net Earned	\$ 89,435,330	126,794,933	124,535,236	101,811,249	118,758,729	119,408,362	133,082,506	128,233,815	145,926,794	157,520,856
2.	Unallocated Expenses	\$ 32,347,911	30,354,937	33,990,242	30,854,415	30,850,883	32,624,056	37,146,507	37,429,768	35,631,784	35,991,297
3.	Estimated Incurred Claims and Expense, End of Policy Year										
	Incurred	\$ 72,277,906	88,102,988	87,423,483	83,003,559	85,213,519	87,755,306	110,926,268	111,302,584	118,539,350	123,465,273
	Ceded	6,048,604	4,930,628	5,456,661	4,613,672	9,099,935	4,329,251	7,779,468	8,645,535	6,030,367	4,727,636
	Net Incurred	\$ 66,229,302	83,172,360	81,966,822	78,389,887	76,113,584	83,426,055	103,146,800	102,657,049	112,508,983	118,737,637
4.	Claims Paid (Cumulative), Net of Reinsurance, as of:										
	End of policy year	\$ 23,218,862	33,280,225	32,325,712	30,549,804	25,493,067	29,363,399	43,970,020	40,682,370	46,826,583	51,356,097
	One year later	32,354,744	45,934,258	46,986,126	45,409,619	38,325,105	42,034,053	62,475,325	60,906,950	64,980,408	
	Two years later	37,989,827	54,944,420	55,472,566	51,884,852	46,243,759	48,997,154	73,144,629	71,502,185		
	Three years later	42,093,775	60,508,054	62,930,378	56,851,126	55,274,119	55,396,362	81,827,411			
	Four years later	46,560,156	65,329,164	67,838,629	61,466,556	61,373,178	59,694,331				
	Five years later	49,036,263	68,934,026	71,324,703	65,015,975	65,109,898					
	Six years later	50,744,064	71,506,225	74,511,028	66,661,159						
	Seven years later	52,391,498	73,148,150	75,366,065							
	Eight years later	53,098,635	73,961,480								
	Nine years later	53,623,031									
5.	Reestimated Ceded Claims and Expense	\$ 5,968,089	3,441,628	4,663,788	5,142,371	16,029,935	3,436,933	10,408,468	7,328,535	6,030,367	4,727,636
6.	Reestimated Incurred Claims and Expense:										
	End of policy year	\$ 66,229,302	83,172,360	81,966,822	78,389,887	76,113,584	83,426,055	103,146,800	102,657,049	112,508,983	118,737,637
	One year later	61,239,576	82,675,996	83,792,387	79,834,431	75,348,084	80,283,931	106,395,317	104,970,735	112,598,643	
	Two years later	61,511,376	84,226,146	85,900,075	78,693,706	78,047,595	78,724,223	107,706,128	105,403,534		
	Three years later	59,889,132	83,516,772	88,509,543	78,388,010	79,295,154	75,815,019	108,470,398			
	Four years later	59,277,529	85,534,794	87,578,226	79,700,482	78,577,966	74,988,081				
	Five years later	60,535,000	85,210,072	87,315,230	78,172,924	78,968,330					
	Six years later	59,402,597	83,992,365	86,317,579	75,409,202						
	Seven years later	59,074,240	82,160,822	84,824,453							
	Eight years later	59,309,765	81,321,251								
	Nine years later	58,945,833									
7.	Increase (Decrease) in Estimated Incurred Claims and Expense from End of Policy Year	\$ (7,283,469)	(1,851,109)	2,857,631	(2,980,685)	2,854,746	(8,437,974)	5,323,598	2,746,485	89,660	-0-

Florida Municipal Insurance Trust
REQUIRED SUPPLEMENTARY INFORMATION
CLAIMS LIABILITY BY TYPE OF CONTRACT
September 30, 2017

Schedule 2

The schedule below presents the changes in the claims liabilities
for the past two years for the Trust's four types of contracts.

	<u>Tort Liability</u>		<u>Property</u>		<u>Workers' Compensation</u>		<u>Health</u>	
	Year Ended September 30, 2017	2016	Year Ended September 30, 2017	2016	Year Ended September 30, 2017	2016	Year Ended September 30, 2017	2016
Liability for Claims and Claim Expenses, Beginning of Year	<u>\$ 111,020,635</u>	<u>105,814,107</u>	<u>2,123,504</u>	<u>1,351,798</u>	<u>148,244,012</u>	<u>148,809,650</u>	<u>3,527,000</u>	<u>2,689,449</u>
Claims and Claim Expenses:								
Provision for Insured Events of the Current Year	\$ 32,928,489	34,524,982	11,260,000	8,080,000	33,109,421	32,930,532	41,439,727	36,973,469
Increase (Decrease) in Provision for Insured Events of Prior Years	<u>(4,763,628)</u>	<u>(3,560,788)</u>	<u>(1,579,000)</u>	<u>2,961,000</u>	<u>1,367,674</u>	<u>(3,623,811)</u>	<u>(60,194)</u>	<u>3,127</u>
Total Claims and Claim Expenses	<u>\$ 28,164,861</u>	<u>30,964,194</u>	<u>9,681,000</u>	<u>11,041,000</u>	<u>34,477,095</u>	<u>29,306,721</u>	<u>41,379,533</u>	<u>36,976,596</u>
Payments:								
Claims and Claim Expenses Attributable to Insured Events of the Current Year	\$ 1,182,431	1,802,039	5,534,020	5,093,004	7,348,919	6,485,071	37,290,727	33,446,469
Claims and Claim Expenses Attributable to Insured Events of Prior Years	<u>24,413,031</u>	<u>23,955,627</u>	<u>4,209,276</u>	<u>5,176,290</u>	<u>21,121,234</u>	<u>23,387,288</u>	<u>3,466,806</u>	<u>2,692,576</u>
Total Payments	<u>\$ 25,595,462</u>	<u>25,757,666</u>	<u>9,743,296</u>	<u>10,269,294</u>	<u>28,470,153</u>	<u>29,872,359</u>	<u>40,757,533</u>	<u>36,139,045</u>
Liability for Claims and Claim Expenses, End of Year	<u><u>\$ 113,590,034</u></u>	<u><u>111,020,635</u></u>	<u><u>2,061,208</u></u>	<u><u>2,123,504</u></u>	<u><u>154,250,954</u></u>	<u><u>148,244,012</u></u>	<u><u>4,149,000</u></u>	<u><u>3,527,000</u></u>



FLORIDA MUNICIPAL INSURANCE TRUST

TAB A – QUALIFICATIONS, EXPERIENCE AND EXPERTISE:

BULLET 3

- If the Provider is proposing to use a Subcontractor on this project, please provide background information on the Subcontractor, Provider relationship with that firm and the specific Services and/or products that the Subcontractor will be providing on the project. A complete list of Subcontractors is required. The City has the right to approve all sub-contractors of the Provider at any time.

We are not proposing to use a Subcontractor.

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**



FLORIDA MUNICIPAL INSURANCE TRUST

TAB A – QUALIFICATIONS, EXPERIENCE AND EXPERTISE:

BULLET 4

- **State of incorporation of the entity.**

State of incorporation of the Florida League of Cities is Florida.

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • 407.425.9142 • Fax: 407.425.9378 • www.floridaleagueofcities.com



FLORIDA MUNICIPAL INSURANCE TRUST

TAB A – QUALIFICATIONS, EXPERIENCE AND EXPERTISE:

BULLETS 5, 6 and 7

- Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this project.
- Name of agent who is authorized to negotiate with the City of Port Orange.
- Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.

The agent authorized to negotiate with the City of Port Orange is your Account Executive John Ligon.

The following page provides the required information as requested in the above three listed bullets.

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

FLORIDA MUNICIPAL INSURANCE TRUST

YOUR FMIT TEAM



JOHN P. LIGON, RMPE

Account Executive – East Territory

John Ligon markets insurance offered by the League to current and prospective members in the east region of the state. He also assists members with understanding the FMIT's insurance coverages and programs, managing their insurance programs and understanding the municipal insurance market.

Experience: In 1984, John began his career in the insurance industry working for the company that administered the Florida League of Cities Health Insurance Program. His responsibilities included marketing and service. In 1987, John joined a risk consultant company where he managed all aspects of two self-insurers funds, and in 1997 he joined the Florida League of Cities. John holds the State of Florida insurance licenses for general lines, and life and health, and has a bachelor's degree in business administration from the University of Central Florida. He also obtained the Risk Management for Public Entities certification.



MEDLEY JOHNSON, MBA

Underwriter – East Territory

Medley Johnson oversees quotes, new business, endorsements, renewals and audit processes of the east region of the state.

Experience: Prior to joining the League in 2011, Medley worked for a national insurance company, where she was responsible for verifying business operations for small business insureds and determining eligibility for coverage. She has more than 15 years of property and casualty insurance experience. Medley earned a bachelor's degree in business economics with a minor in business administration from Florida A&M University, and an MBA from the University of Phoenix.



EVAN MACCLELLAN

Risk and Safety Consultant

Evan MacClellan is the safety professional for FMIT members in the east central portion of the state. He has worked in risk management, both for financial and physical operations, for more than 20 years.

Safety Credentials: Bachelor of business administration in risk management from Georgia Southern University; certified personal protective equipment technician; certified confined space entry technician; certified safety auditor; certified driver instructor; and American Red Cross CPR, first aid and AED certified instructor.

BREVARD, FLAGLER, INDIAN RIVER, ORANGE, OSCEOLA, SEMINOLE, VOLUSIA



FLORIDA MUNICIPAL INSURANCE TRUST

TAB B

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

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FLORIDA MUNICIPAL INSURANCE TRUST

TAB B – COVERAGE:

BULLETS 1 and 2

- **Proposers must provide a clear breakdown of coverages.**
- **Provide a base proposal for the same limits and retentions as provided in the current policies.**

Bullets 1 and 2, specimen agreement, sample invoice and sample P&L and WC loss runs following.

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

FLORIDA MUNICIPAL INSURANCE TRUST

COVERAGE PROPOSAL
FOR
CITY OF PORT ORANGE

PROPOSED EFFECTIVE DATE: OCTOBER 1, 2018



ADMINISTERED AND PREPARED BY:
DEPARTMENT OF INSURANCE SERVICES OF THE FLORIDA
LEAGUE OF CITIES, INC.
P.O. BOX 530065 • ORLANDO, FL 32853-0065

“THE FLORIDA MUNICIPAL INSURANCE TRUST PROMISE”

**The FMIT will provide exceptional coverages and service for your insurance needs.
Your business is important to us.**

We will make every effort to match any competitor's pricing for similar exposures, coverages, terms and conditions contingent on the ability of the competitor to verify that its rates are established by an independent actuary and its reinsurance structure is currently in place. The competitor's reinsurer(s) must have an AM Best rating of an A or better, as the FMIT prides itself on not only the financial solvency of the Trust itself but also of the reinsurance partners with whom we do business.

This proposal remains in effect until October 1, 2018.

A specimen agreement is attached. This proposal contains a brief, general description of coverages. It is not intended to describe or cover all the terms, limits, conditions and exclusions of the agreement.

The FMIT agreement language will supersede any differences between the agreement and this proposal summary.

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**



FLORIDA MUNICIPAL INSURANCE TRUST

Proposal for 2018-2019

City of Port Orange

PROPERTY COVERAGE

Limit

Blanket Real & Personal Property

\$112,859,206

Note: The FMIT will conduct an Asset Valuation for the City at no charge. Insured Assets adjusted due to Asset Valuation will be endorsed onto the policy. Additional premium or return premium will be included on the next installment billing.

Electronic Data Processing:

- Equipment: Included in Contents
- Software: Included in Contents
- Equipment Breakdown: Included in Contents

Agreed Amount

Valuation Basis:

Replacement Cost

Coverage Form:

Special

Deductibles:

\$25,000 Per Occurrence - Real & Personal Property, Other Property

Named Storm Deductible is 3% of the scheduled Building, Personal Property, Other Property (including property in the open) and Business Income. The percentages are calculated using the Schedule of Values on file with FMIT. The Named Storm deductible is calculated separately and applied individually to each Building, Personal Property, Other Property and Business Income per occurrence.

Business Income waiting period is 72 hours.

Earthquake: \$2,000,000 Limit, \$25,000 Deductible.

Piers, wharfs, docks, boardwalks and bridges are wind excluded with cause of loss - Basic Form applied. See options page for wind quote if applicable.

Radio towers and television antennas over \$100,000 are wind excluded.

PROPERTY COVERAGE EXTENSIONS:

➤ Excess Flood Coverage	\$5,000,000
o Flood Zones A & V deductible is excess of NFIP (\$500,000 per building)	
o Other Flood Zones - AOP deductible or other flood limits purchased, whichever is greater, per occurrence	
➤ Terrorism	\$5,000,000
➤ Newly Acquired or Constructed Property	\$2,000,000
➤ Newly Acquired Business Personal Property	\$500,000
➤ Business Income	\$500,000
➤ Extra Expense	\$1,000,000
➤ Valuable Papers & Records	\$500,000
➤ Signs - Not attached to Buildings	\$25,000/\$100,000
o Vehicular damage to signs	\$10,000 Maximum
➤ Accounts Receivable	\$500,000
➤ Police Dogs & Horses	
o Death in line of duty	\$15,000
o Annual Maximum	\$30,000
➤ Electronic Data Processing Equipment (Software)	\$250,000
➤ Antiques & Objects of Art	
o Per Item	\$15,000
o Annual Maximum	\$250,000
➤ Off Premises Power Failure	\$100,000
➤ Pollutant Clean Up & Removal	\$100,000
➤ Fungus Clean Up & Removal	\$25,000
➤ Personal Property Off Premises	\$250,000
➤ Personal Property of Others	\$50,000
➤ Preservation of Property	\$100,000
➤ Service Interruption Coverage	\$100,000
➤ Property In Transit	\$250,000
➤ Recertification of Equipment/Fire Extinguisher Recharge	\$250/Day
➤ Debris Removal	25% of Loss
➤ Building Ordinance Coverage, Including Demolition	25% of Loss
➤ Leasehold interest	\$100,000
➤ Arson Reward	\$5,000
➤ Unintentional Errors & Omissions	\$100,000
➤ Non-scheduled Property in the Open	\$500,000
➤ Property Damage Mitigation Coverage (Named Storm)	\$500,000

SCHEDULED INLAND MARINE EQUIPMENT - Items over \$15,000	Limit:	\$2,937,892
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BLANKET INLAND MARINE EQUIPMENT - Items \$15,000 or Less	Limit:	\$1,000,000
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Blanket Inland Marine coverage is defined as: Coverage for all unscheduled Inland Marine equipment, Emergency Portable Equipment and Communications Equipment valued at \$15,000 or less is subject to \$500 deductible.
(Note: All Watercraft must be scheduled.)

Coverage Basis: Actual Cash Value

Deductible: Applies per occurrence

INLAND MARINE COVERAGE EXTENSIONS:

- | | |
|--|-----------|
| ➤ Rental Reimbursement for Contractor's Equipment for Covered Loss | \$5,000 |
| ➤ Limited Contractor's Equipment Replacement Cost | \$250,000 |
| ➤ Installation Floater - Member's Building Materials | \$100,000 |

EQUIPMENT BREAKDOWN COVERAGE

Subject to any applicable limits on the Property, Allied Lines and Crime Declarations, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident."

These coverages apply to all locations covered on the policy, unless otherwise specified.

I. Coverages	Limits
Equipment Breakdown	Subject to the Real and Personal Property Limit in proposal or \$50,000,000, whichever is less.
Business Income	Subject to the Business Income Limit described in p
Extra Expense	Subject to the Extra Expense Limit described in pro
Expediting Expense	\$1,000,000
Hazardous Substances	\$500,000
Spoilage	\$500,000
Data Restoration	\$500,000
"Fungus," Wet Rot, Dry Rot And Bacteria	\$25,000
Service Interruption*	Subject to Business Income, Extra Expense, and Spoilage Limits
Water Damage	Included in Property Coverage.

II. Deductibles

Direct Coverages	Subject to the Real and Personal Property deductib in proposal.
Indirect Coverages	Subject to the Time Element deductible described in

III. Other Conditions

*Unless the interruption exceeds 24 hours, we will not pay for any loss under Service Interruption.

"Covered equipment" does not include "electrical generating equipment"; however, this exclusion does not appl to emergency generators.

GENERAL LIABILITY COVERAGE

Comprehensive General Liability

Limits

Limit Per Occurrence:	\$2,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Public Officials E & O / Employment Practices Liability

Limits

Limit Per Occurrence:	\$2,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Police Professional Liability

Limits

Limit Per Occurrence:	\$2,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Note: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability and / or Automobile Liability.

Important Note: The deletion of any of the above coverages does not automatically reduce the premium. These premiums are based on all of the above coverages. Any deletions of coverage will alter the experience modification factor originally used and may result in a higher premium.

ADDITIONAL BENEFITS:

- Defense Costs paid in addition to policy limits
- Premises Operations
- Products/Completed Operations
- Contractual Liability (Designated Contracts Only)
- Owners & Contractors' Protective Liability
- Personal Injury Liability
- Host Liquor Liability
- Incidental Medical Malpractice Liability
- Watercraft Liability
- Fire Legal Liability - Maximum \$500,000 in any one Trust Year
- Broad Form Property Damage - Maximum \$500,000 in any one Trust Year
- Advertising Injury Liability
- Skate Facility Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Extra Contractual Legal Expense - \$100,000 Aggregate Limit
 - (EEOC, Florida Commission on Human Relations, Ethics)
- No-fault Sewer Backup Expense - \$100,000 Aggregate Limit
- Crisis Intervention
- HR Helpline - Full Legal Support and Online Services
- Herbicide/Pesticide Spraying
 - Limit is the General Liability limit or \$1,000,000 aggregate per fund year, whichever is the lesser amount.
- Bert Harris Act/Inverse Condemnation - \$300,000 Limit Per Occurrence/Aggregate. Limit includes Defense Costs.
 - Deductible is \$5,000 or the policy deductible, whichever is greater.
- Cyber Coverages including Privacy, Network Security and Data Breach - \$1,000,000 Annual Aggregate. Claims Made.
- Cyber Risk Management Tools Web Site.

AUTOMOBILE COVERAGE

Limits

Comprehensive Automobile Liability	\$2,000,000
Deductible:	\$0
Personal Injury Protection	\$10,000
Deductible:	\$0
Medical Payments	\$5,000
Deductible:	\$0
Uninsured Motorists Protection	\$100,000 ** Selected vehicle **
Deductible:	\$0

Automobile Physical Damage

Comprehensive Coverage \$1,000 Deductible

Collision Coverage \$1,000 Deductible

Note: "Vehicles with \$0 value on schedule provided were not included in the quote for APD.

Coverage Includes:

- Hired & Non-Owned Liability
- Rental Reimbursement - scheduled vehicles
- Lease Differential - scheduled vehicles
- Limited Replacement Cost - owned private passenger vehicles, SUVs, Pickup Trucks
- Member's Personal Effects

Note: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability and / or Automobile Liability.

CRIME & BOND COVERAGE**Limits****Bond Coverage:**

Employee Theft - Per Loss \$1,000,000

Deductible: \$1,000

Faithful Performance - Per Loss \$1,000,000

Deductible: \$1,000

Finance Director \$1,000,000

Deductible: \$0

Crime Coverage:

Money - Loss Inside \$10,000

Deductible: \$1,000

Robbery or Safe Burglary of Other Property \$10,000

Deductible: \$1,000

Outside the Premises \$10,000

Deductible: \$1,000

Computer and Funds Transfer Fraud \$1,000,000

Deductible: \$10,000

Forgery or Alteration \$1,000,000

Deductible: \$10,000

Money Orders and Counterfeit Money \$1,000,000

Deductible: \$10,000

WORKERS' COMPENSATION PAYROLLS

	Limit
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

CODE	DESCRIPTION	PAYROLL
5509	STREET OR ROAD MAINTENANCE	893,522
7520	WATERWORKS OPERATION	2,843,753
7580	SEWAGE DISPOSAL PLANT OPERATION	829,977
7704	FIREFIGHTERS	3,409,579
7720	POLICE OFFICERS	5,433,461
8380	AUTOMOBILE SERVICE OR REPAIR	190,366
8810	CLERICAL	4,330,727
8820	ATTORNEY - ALL EMPLOYEES	241,645
8831	HOSPITAL OR VETERINARY	38,357
9015	BUILDINGS - OPERATION BY OWNER	221,450
9102	PARK NOC	1,536,788
9410	MUNICIPAL, TOWNSHIP, COUNTY EMPLOYEES NOC	2,740,659
TOTAL PAYROLL		\$22,710,284

Deductible StopLoss: \$25,000

Experience Modification Factor: 10/1/2018 1.14

Safety Credit: Yes

Drug Free Credit: Yes

StopLoss Amount:	\$407,647
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Premium calculation includes 5% Drugfree Credit and 2% Safety Credit - Requires receipt of approved applications.

Payrolls and Premium are subject to Final Audit

PREMIUM SUMMARY

Coverage Line	Annual Premium
Blanket Real & Personal Property	\$275,579
Inland Marine	INCLUDED
Equipment Breakdown Coverage	INCLUDED
Crime & Bond Coverage	INCLUDED
General Liability Coverage	\$97,865
Public Officials E&O / Employment Practices Liability	\$145,324
Police Professional Liability	\$103,931
Automobile Coverage	\$145,685
Workers' Compensation Coverage	\$367,109

Total FMIT Premium

\$1,135,494

GRAND TOTAL PREMIUM

\$1,135,494

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.

FMIT will offer a fixed 2-year rate guarantee for General/Professional Liability, Automobile and Property coverage lines. Changes in exposure information, coverage lines and limits, or scope of risks will impact the premiums. In the event of Member cancellation of any line of coverage within the current coverage year or subsequent coverage year, Member shall owe the greater of sixty (60) days of fully earned premium for all cancelled line(s) of coverage or the amount calculated pursuant to any other cancellation provisions specified in the coverage agreement.

Please Read the following Important Notes

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

INTEREST FREE INSTALLMENT PLAN

<u>First Installment</u>	<u>Second Installment</u>	<u>Third Installment</u>	<u>Fourth Installment</u>
25% minimum due	25% minimum due	25% minimum due	25% minimum due
October 1, 2018	January 1, 2019	April 1, 2019	July 1, 2019

Payment will be forwarded to the Florida League of Cities in Tallahassee

DEDUCTIBLE / LIMIT OPTIONS

	<i>Limit</i>	<i>Deductible</i>	<i>StopLoss Amount</i>	<i>Annual Premium</i>	<i>Check Accepted</i>	<i>Option Rejected</i>
Property - Real and Personal Property						
Option 1 -		\$25,000	n/a	\$275,579		O O
Option 2 -		\$1,000	n/a	\$292,116		O O
Option 3 -		\$5,000	n/a	\$286,815		O O
General Liability						
Option 1 -	\$2,000,000	\$0	n/a	\$347,120		O O
Option 2 -	\$2,000,000	\$10,000 DSL	\$589,370	\$331,511		O O
Option 3 -	\$2,000,000	\$25,000 DSL	\$589,370	\$319,860		O O
Option 4 -	\$5,000,000	\$0	n/a	\$377,724		O O
Option 5 -	\$5,000,000	\$10,000 DSL	\$641,373	\$362,115		O O
Option 6 -	\$5,000,000	\$25,000 DSL	\$641,373	\$350,463		O O
Automobile Liability						
Option 1 -	\$2,000,000	\$0	n/a	\$108,248		O O
Option 2 -	\$2,000,000	\$10,000 DSL	\$61,790	\$93,363		O O
Option 3 -	\$2,000,000	\$25,000 DSL	\$75,000	\$85,945		O O
Workers' Compensation						
Option 1 -		\$25,000 DSL	\$407,647	\$367,109		O O
Option 2 -		\$0	n/a	\$482,137		O O
Piers, Wharves, Docks, Boardwalks and Bridges - Wind Coverage						
	*			\$93,924		O O

* 5% of total insured value per location or a minimum of \$10,000 whichever is greater each and every loss, each location, other than Zone 1 which is 3% of total insured value per location or a minimum of \$10,000 whichever is greater each and every loss, each location.

Stand-Alone Policy Premiums

General Liability	\$2,000,000	\$0	n/a	\$441,000	O O
Automobile Liability	\$2,000,000	\$0	n/a	\$214,000	O O
Automobile Physical Damage		\$1,000	n/a	\$75,000	O O
Property		\$25,000	n/a	\$300,000	O O
Workers' Compensation		\$25,000 DSL	\$407,647	\$450,000	O O



FLORIDA MUNICIPAL INSURANCE TRUST

ANCILLARY COVERAGES:

PREMIUM IN ADDITION TO FMIT PREMIUM /
PREMIUM NOT INCLUDED IN FMIT PREMIUM

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

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STATUTORY AD&D

**THE FOLLOWING IS A SUMMARY OF FEATURES ONLY & DOES NOT COVER ALL TERMS,
CONDITIONS AND LIMITATIONS. THE ISSUED POLICY WILL GOVERN IN ALL CASES.**

QUOTE FOR: City of Port Orange

INSURER: National Union Fire Insurance Company of Pittsburgh PA

LIMIT OF LIABILITY: \$72,764 Principal Sum - In Line of Duty
\$72,764 Principal Sum - Fresh Pursuit
\$205,818 Principal Sum - Unlawful and Intentional Death

PROPOSED EFFECTIVE DATE: 10/1/2018 TO 10/1/2019

THE FOLLOWING COVERAGES ARE INCLUDED:

1. Accidental Death & Dismemberment.
2. Tuberculosis, heart disease or hypertension, hepatitis, meningococcal meningitis.
3. Weekly Accident Indemnity - \$100.00/week, maximum 52 weeks. Coordinates with workers' compensation. Unlawful and intentional act only.
4. Day Care Benefit - \$2,000/yr, max 2 years. Currently enrolled in day care.
5. Education Benefit - \$2,000/yr, max 2 years. Currently enrolled in an institution of higher learning.
6. Medical Insurance Continuation/Catastrophic Injury 440.02 (34) F.S. – Maximum \$5,000.00 per year. Maximum years - 5.
7. Burial Benefit - \$1,000. Intentional death only.

PERSONS COVERED:

Police	<u>89</u>	Full-Time
	<u>2</u>	Part-Time
	<u>46</u>	Auxiliary Officers, Reserves, Volunteers
	<u>14</u>	Administrative

Firefighters	<u>58</u>	Full-Time
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TOTAL PREMIUM:	<u>\$5,830.00</u>	Annual (subject to change as the 2018-2019 rates have not been set yet.)
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EXECUTIVE TRAVEL ACCIDENT COVERAGE QUOTATION

QUOTE FOR: City of Port Orange
COMPANY NAME: National Union Fire Insurance Company of Pittsburgh PA
PROPOSED EFFECTIVE DATE: 10/1/2018 TO 10/1/2019

CLASS I

CLASS II

Principal Sum

\$250,000.00

\$250,000.00

Hazard Applicable to Class

H-12: 24-Hour Accident Protection while
on a Trip - Business only (Inside or
outside City Limits)

H-20: 24-Hour Accident Protection -
Business and Pleasure

Number of Personnel

Elected Officials	5	City Manager	1
		Assistant City Manager	1
		Police Chief	1
		Finance Director	1
		Administrative Services Director	1
		Public Works Director	1
		Parks & Recreation Director	1
		Director of Community Development	1
		Public Utilities Director	1
		City Attorney	1
		City Clerk	1
		Fire Chief	1

Premium: \$1,240.00

**Subject to change as the 2018-2019
rates have not been set yet.**

FLORIDA MUNICIPAL INSURANCE TRUST

SPECIMEN AGREEMENT IS A SEPARATE ATTACHMENT

The Specimen Agreement for the Florida Municipal Insurance Trust is a very extensive document; therefore, we have included only one copy as a separate attachment to the RFP submission package.

If you would like more copies, please contact your Account Executive, **John Ligon** at (386) 479-3129.



FLORIDA MUNICIPAL INSURANCE TRUST

SAMPLE: INVOICE

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Florida Municipal Insurance Trust (FMIT)

First Installment Billing - 17/18 Fund Year

FMIT #

Invoice Date:

Due Date:

ATTN:

City of

Please make check payable to:

Florida Municipal Insurance Trust

P.O. Box 1757

Tallahassee, FL 32302-1757

Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	\$590,149.00	\$97,925.00	\$16,391.00	\$265,581.00	\$508,800.00	\$1,478,846.00
Incentive Credit	(\$318,680.00)	(\$14,689.00)	(\$2,459.00)	\$0.00	(\$236,592.00)	(\$572,420.00)
Total Net Premium	\$271,469.00	\$83,236.00	\$13,932.00	\$265,581.00	\$272,208.00	\$906,426.00

Current Installment

Coverage	Premium	Incentive Credit	Total Net Premium
General Liability Coverage	\$147,537.25	(\$79,670.00)	\$67,867.25
Auto Liability Coverage	\$24,481.25	(\$3,672.25)	\$20,809.00
Auto Physical Damage Coverage	\$4,097.75	(\$614.75)	\$3,483.00
Property Coverage	\$66,395.25	\$0.00	\$66,395.25
Workers Compensation Coverage	\$127,200.00	(\$59,148.00)	\$68,052.00
Total Installment Amount			\$226,606.50

Total Due by 10/1/2017

\$226,606.50

NOTE: THIS RENEWAL IS BASED ON ALL COVERAGES. IF ANY OF THE LINES OF COVERAGE ARE NOT RENEWED, THE OTHER LINE PRICING WILL CHANGE OR COVERAGE OFFERINGS ON THE REMAINING LINES COULD BE WITHDRAWN ALTOGETHER.

POLICIES WILL BE MADE AVAILABLE AFTER OCTOBER 1, 2017 AND CAN BE VIEWED AND PRINTED ONLINE ONCE PAYMENT IS RECEIVED. ELECTRONIC POLICIES ARE ALSO AVAILABLE AFTER OCTOBER 1, 2017 UPON REQUEST. HARD COPY POLICIES CAN ALSO BE PROVIDED UPON REQUEST IN LATE OCTOBER 2017.

Please see reverse side for a copy of our Premium Installment Plan and Penalty Policy.

PLEASE READ THIS PAGE CAREFULLY

NO COVERAGES, TERMS OR CONDITIONS ARE TO BE ASSUMED

All Trust Programs are Non-Assessable

Terms of this Agreement:

Premiums shown are subject to year-end audit adjustments

All coverages provided by the Florida Municipal Insurance Trust are on an occurrence format. The Florida Municipal Insurance Trust does not automatically include prior acts (tail) coverage.

2017 / 18 PREMIUM INSTALLMENT PLAN

First Installment

25% minimum due
October 1, 2017

Second Installment

25% minimum due
January 1, 2018

Third Installment

25% minimum due
April 1, 2018

Fourth Installment

25% minimum due
July 1, 2018

NOTE: If the total net premium is under \$6,000.00 the installment provision does not apply

Payment is to be forwarded to the League Office in Tallahassee.

For any other coverages, the premium is billed by the Florida League of Cities and due in full at inception, regardless of the size of the premium.

Forty-five (45) Days Notice of Cancellation and Non-Renewal

Ten (10) Days Notice of Cancellation for Non-Payment of Premium

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.



FLORIDA MUNICIPAL INSURANCE TRUST

SAMPLES: PROPERTY & LIABILITY LOSS REPORT AND WORKERS' COMPENSATION LOSS REPORT

your
**RESOURCE | your
ADVOCATE | your
PARTNER**

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FLORIDA MUNICIPAL INSURANCE TRUST
MEMBERS QUARTERLY REPORT - LIABILITY/PROPERTY

FMIT NUMBER:

CLAIMS ACTIVITY FOR JANUARY 01, 2007 - DECEMBER 31, 2017
AS OF DECEMBER 31, 2017

FILE NUMBER	LOSS DATE	RECEIVED	OPEN/CLOSED	O/S RESERVES	PAID TO DATE	RECOVERIES	TOTAL INCURRED
Claims For Fund Year:		2017					

	2017-10-05	2017-10-06	CLOSED	2017-11-02			
CLAIM CODE:	APD	IV was driving under the bridge and a rock hit windshield cracking it.					

PRIMARY CLAIMANT:

REAL AND PERSONAL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00
AUTO PHYSICAL DAMAGE	\$0.00	\$0.00	\$0.00	\$0.00
PROPERTY DAMAGE	\$0.00	\$0.00	\$0.00	\$0.00
INJURY	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE / LEGAL	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FOR CLAIM	\$0.00	\$0.00	\$0.00	\$0.00

	2017-10-13	2017-10-16	OPEN			
CLAIM CODE:	APD	WHILE BACKING UP IV COLLIDED WITH OV				

PRIMARY CLAIMANT:

REAL AND PERSONAL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00
AUTO PHYSICAL DAMAGE	\$0.00	\$0.00	\$0.00	\$0.00
PROPERTY DAMAGE	\$11.53	\$7,513.47	\$0.00	\$7,525.00
INJURY	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE / LEGAL	\$0.00	\$125.00	\$0.00	\$125.00
TOTAL FOR CLAIM	\$11.53	\$7,638.47	\$0.00	\$7,650.00

	2017-10-18	2017-10-20	CLOSED	2017-11-27		
CLAIM CODE:	APD	OV hit IV.				

PRIMARY CLAIMANT:

REAL AND PERSONAL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00
AUTO PHYSICAL DAMAGE	\$0.00	\$0.00	\$0.00	\$0.00
PROPERTY DAMAGE	\$0.00	\$0.00	\$0.00	\$0.00
INJURY	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE / LEGAL	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FOR CLAIM	\$0.00	\$0.00	\$0.00	\$0.00

FLORIDA MUNICIPAL INSURANCE TRUST
MEMBERS QUARTERLY REPORT - LIABILITY/PROPERTY

FMIT NUMBER:

CLAIMS ACTIVITY FOR JANUARY 01, 2007 - DECEMBER 31, 2017
AS OF DECEMBER 31, 2017

FILE NUMBER	LOSS DATE	RECEIVED	OPEN/CLOSED	O/S RESERVES	PAID TO DATE	RECOVERIES	TOTAL INCURRED
	2017-10-25	2017-10-26	OPEN				
CLAIM CODE:	APD	IV backed into OV					
PRIMARY CLAIMANT:							
	REAL AND PERSONAL PROPERTY			\$0.00	\$0.00	\$0.00	\$0.00
	AUTO PHYSICAL DAMAGE			\$1,500.00	\$0.00	\$0.00	\$1,500.00
	PROPERTY DAMAGE			\$644.08	\$855.92	\$0.00	\$1,500.00
	INJURY			\$0.00	\$0.00	\$0.00	\$0.00
	EXPENSE / LEGAL			\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL FOR CLAIM			\$2,144.08	\$855.92	\$0.00	\$3,000.00
	2017-11-01	2017-11-02	CLOSED	2017-11-28			
CLAIM CODE:	APD	IV REAR ENDED OV					
PRIMARY CLAIMANT:							
	REAL AND PERSONAL PROPERTY			\$0.00	\$0.00	\$0.00	\$0.00
	AUTO PHYSICAL DAMAGE			\$0.00	\$0.00	\$0.00	\$0.00
	PROPERTY DAMAGE			\$0.00	\$9,674.09	\$0.00	\$9,674.09
	INJURY			\$0.00	\$0.00	\$0.00	\$0.00
	EXPENSE / LEGAL			\$0.00	\$132.00	\$0.00	\$132.00
	TOTAL FOR CLAIM			\$0.00	\$9,806.09	\$0.00	\$9,806.09
	2017-10-31	2017-11-02	CLOSED	2017-11-03			
CLAIM CODE:	APD	OV backed out of driveway and impacted the stationary IV					
PRIMARY CLAIMANT:							
	REAL AND PERSONAL PROPERTY			\$0.00	\$0.00	\$0.00	\$0.00
	AUTO PHYSICAL DAMAGE			\$0.00	\$0.00	\$0.00	\$0.00
	PROPERTY DAMAGE			\$0.00	\$0.00	\$0.00	\$0.00
	INJURY			\$0.00	\$0.00	\$0.00	\$0.00
	EXPENSE / LEGAL			\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL FOR CLAIM			\$0.00	\$0.00	\$0.00	\$0.00

FLORIDA MUNICIPAL INSURANCE TRUST
MEMBERS QUARTERLY REPORT - LIABILITY/PROPERTY

FMIT NUMBER:

CLAIMS ACTIVITY FOR JANUARY 01, 2007 - DECEMBER 31, 2017
AS OF DECEMBER 31, 2017

FILE NUMBER	LOSS DATE	RECEIVED	OPEN/CLOSED	O/S RESERVES	PAID TO DATE	RECOVERIES	TOTAL INCURRED
	2017-11-09	2017-11-13	OPEN				
CLAIM CODE:	APD	IV was struck in the rear by OV as he tried to merge into left lane					
PRIMARY CLAIMANT:							
	REAL AND PERSONAL PROPERTY			\$0.00	\$0.00	\$0.00	\$0.00
	AUTO PHYSICAL DAMAGE			\$2,500.00	\$0.00	\$0.00	\$2,500.00
	PROPERTY DAMAGE			\$0.00	\$0.00	\$0.00	\$0.00
	INJURY			\$0.00	\$0.00	\$0.00	\$0.00
	EXPENSE / LEGAL			\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL FOR CLAIM			\$2,500.00	\$0.00	\$0.00	\$2,500.00
	2017-11-28	2017-11-29	CLOSED	2017-12-01			
CLAIM CODE:	APD	OV rear ended IV					
PRIMARY CLAIMANT:							
	REAL AND PERSONAL PROPERTY			\$0.00	\$0.00	\$0.00	\$0.00
	AUTO PHYSICAL DAMAGE			\$0.00	\$0.00	\$0.00	\$0.00
	PROPERTY DAMAGE			\$0.00	\$0.00	\$0.00	\$0.00
	INJURY			\$0.00	\$0.00	\$0.00	\$0.00
	EXPENSE / LEGAL			\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL FOR CLAIM			\$0.00	\$0.00	\$0.00	\$0.00
	2017-11-28	2017-11-29	CLOSED	2017-12-01			
CLAIM CODE:	APD	OV backed into IV					
PRIMARY CLAIMANT:							
	REAL AND PERSONAL PROPERTY			\$0.00	\$0.00	\$0.00	\$0.00
	AUTO PHYSICAL DAMAGE			\$0.00	\$0.00	\$0.00	\$0.00
	PROPERTY DAMAGE			\$0.00	\$0.00	\$0.00	\$0.00
	INJURY			\$0.00	\$0.00	\$0.00	\$0.00
	EXPENSE / LEGAL			\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL FOR CLAIM			\$0.00	\$0.00	\$0.00	\$0.00

FLORIDA MUNICIPAL INSURANCE TRUST
MEMBERS QUARTERLY REPORT - LIABILITY/PROPERTY

FMIT NUMBER:

CLAIMS ACTIVITY FOR JANUARY 01, 2007 - DECEMBER 31, 2017
AS OF DECEMBER 31, 2017

FILE NUMBER	LOSS DATE	RECEIVED	OPEN/CLOSED	O/S RESERVES	PAID TO DATE	RECOVERIES	TOTAL INCURRED
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	2017-11-30	2017-11-30	OPEN				
CLAIM CODE:	APD	Alleged damage to side of parked vehicle by ECUA sanitation truck					

PRIMARY CLAIMANT:

REAL AND PERSONAL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00
AUTO PHYSICAL DAMAGE	\$0.00	\$0.00	\$0.00	\$0.00
PROPERTY DAMAGE	\$500.00	\$0.00	\$0.00	\$500.00
INJURY	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE / LEGAL	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FOR CLAIM	\$500.00	\$0.00	\$0.00	\$500.00

	2017-10-10	2017-12-05	OPEN				
CLAIM CODE:	APD	IV rear ended by OV					

PRIMARY CLAIMANT:

REAL AND PERSONAL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00
AUTO PHYSICAL DAMAGE	\$2,500.00	\$0.00	\$0.00	\$2,500.00
PROPERTY DAMAGE	\$2,500.00	\$0.00	\$0.00	\$2,500.00
INJURY	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE / LEGAL	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FOR CLAIM	\$5,000.00	\$0.00	\$0.00	\$5,000.00

Claim Activity For 10/01/2017 - 9/30/2018

Number of Claims:	11	Total Incurred:	\$28,456.09
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FLORIDA MUNICIPAL INSURANCE TRUST - WORKERS COMPENSATION
MEMBERS LOSS REPORT
10/01/2015 - 09/30/2016 AS OF DECEMBER 31, 2017

FMIT

FILE NUMBER	CLAIMANT NAME	DEPT	DATE OF INJURY	OPEN/ CLOSED	DATE CLOSED	INJURY CODE			DATE RECEIVED	PAYMENTS TO DATE			RECOVERIES	OUTSTANDING RESERVES	TOTAL INCURRED
						NAT	PART	CAUSE		COMP	MEDICAL	OTHER			
	Sewage Disposal Plant		2015-12-18	C	2017-03-30	10	14	10	2015-12-23	\$0.00	\$214.01	\$0.00	\$214.01	\$0.00	\$0.00
	Garbage, ashes or refuse		2015-12-22	C	2016-09-29	40	14	19	2015-12-30	\$0.00	\$207.97	\$0.00	\$207.97	\$0.00	\$0.00
	Waterworks Operation		2016-01-21	C	2016-09-30	72	13	99	2016-02-11	\$0.00	\$158.50	\$752.75	\$158.50	\$0.00	\$752.75
	Waterworks Operation		2016-08-09	C	2017-03-29	49	33	59	2016-08-11	\$0.00	\$219.01	\$0.00	\$219.01	\$0.00	\$0.00
	Clerical		2016-04-18	C	2016-04-27	40	35	31	2016-04-18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sewage Disposal Plant		2016-08-29	C	2017-03-15	10	42	31	2016-08-30	\$0.00	\$300.94	\$0.00	\$300.94	\$0.00	\$0.00
	Clerical		2016-09-30	C	2017-12-27	40	90	31	2016-10-03	\$0.00	\$4,282.79	\$0.00	\$4,282.79	\$0.00	\$0.00
	Sewage Disposal Plant		2015-10-14	C	2017-03-29	90	18	31	2015-10-16	\$6,786.09	\$8,224.54	\$24.75	\$11,258.23	\$0.00	\$3,777.15
	Waterworks Operation		2016-04-29	C	2017-03-30	90	53	31	2016-05-03	\$1,895.99	\$2,075.27	\$22.00	\$3,971.26	\$0.00	\$22.00
	Clerical		2016-04-11	C	2016-04-20	90	32	31	2016-04-14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garbage, ashes or refuse		2016-06-10	C	2017-03-30	90	54	26	2016-06-16	\$0.00	\$191.69	\$0.00	\$191.69	\$0.00	\$0.00
	Garbage, ashes or refuse		2016-07-25	C	2017-03-29	59	36	19	2016-07-27	\$0.00	\$217.42	\$0.00	\$217.42	\$0.00	\$0.00
	Waterworks Operation		2016-07-06	C	2016-11-08	90	31	99	2016-07-12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Waterworks Operation		2016-03-11	C		52	55	53	2016-03-15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Waterworks Operation		2016-03-23	C	2017-04-20	52	56	53	2016-04-07	\$2,386.76	\$862.66	\$24.75	\$3,249.42	\$0.00	\$24.75
	Garbage, ashes or refuse		2016-08-03	C	2017-10-23	52	55	27	2016-08-05	\$14,729.91	\$18,703.94	\$1,783.89	\$10,000.00	\$0.00	\$25,217.74
	Garbage, ashes or refuse		2016-06-21	C	2017-03-30	04	18	01	2016-06-27	\$0.00	\$187.87	\$0.00	\$187.87	\$0.00	\$0.00
	Waterworks Operation		2016-08-22	C	2017-04-20	52	42	56	2016-08-26	\$5,178.00	\$3,135.08	\$19.25	\$8,313.08	\$0.00	\$19.25
	Waterworks Operation		2015-10-28	C	2017-11-27	52	41	56	2015-11-10	\$9,478.43	\$3,305.30	\$44.00	\$10,065.81	\$0.00	\$2,761.92
	Garbage, ashes or refuse		2016-09-20	C	2017-01-24	52	25	56	2016-09-26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Waterworks Operation		2016-08-15	C	2017-09-14	43	54	85	2016-08-19	\$0.00	\$602.35	\$0.00	\$602.35	\$0.00	\$0.00
	Garbage, ashes or refuse		2015-12-29	C	2016-09-29	52	42	60	2016-01-06	\$0.00	\$290.80	\$750.00	\$290.80	\$0.00	\$750.00
	Garbage, ashes or refuse		2016-03-25	O		52	38	56	2016-03-28	\$4,793.20	\$5,037.31	\$2,252.42	\$9,830.51	\$26,316.58	\$28,569.00
	Garbage, ashes or refuse		2016-09-06	C	2017-07-10	52	42	56	2016-09-08	\$3,049.90	\$3,760.35	\$1,616.25	\$6,810.25	\$0.00	\$1,616.25
	Garbage, ashes or refuse		2016-07-11	C	2017-04-20	19	31	84	2016-07-18	\$0.00	\$1,848.12	\$0.00	\$1,848.12	\$0.00	\$0.00
	Garbage, ashes or refuse		2015-10-15	C	2016-09-27	32	48	99	2015-11-16	\$0.00	\$71.80	\$5.50	\$71.80	\$0.00	\$5.50
	Garbage, ashes or refuse		2016-01-06	C	2016-09-29	52	38	58	2016-01-12	\$0.00	\$194.00	\$750.00	\$194.00	\$0.00	\$750.00
	Garbage, ashes or refuse		2016-09-22	O		71	49	99	2016-09-23	\$0.00	\$2,557.78	\$781.63	\$2,557.78	\$3,768.65	\$4,550.28
	Waterworks Operation		2016-07-08	C	2017-12-20	52	53	30	2016-07-12	\$14,168.46	\$1,834.59	\$27.50	\$10,000.00	\$0.00	\$6,030.55
	Garbage, ashes or refuse		2016-09-15	C	2017-07-10	25	14	87	2016-09-22	\$0.00	\$292.65	\$0.00	\$277.65	\$0.00	\$15.00
	Garbage, ashes or refuse		2015-10-15	C	2017-03-30	43	44	82	2015-11-02	\$0.00	\$313.18	\$0.00	\$313.18	\$0.00	\$0.00
	Waterworks Operation		2015-11-04	C	2016-09-26	43	19	82	2015-11-10	\$0.00	\$213.98	\$0.00	\$213.98	\$0.00	\$0.00
	Garbage, ashes or refuse		2016-06-23	C	2017-03-30	40	10	80	2016-06-24	\$0.00	\$234.76	\$0.00	\$234.76	\$0.00	\$0.00
	Garbage, ashes or refuse		2016-09-15	C		52	42	45	2016-09-20	\$413.24	\$417.16	\$24.75	\$830.40	\$0.00	\$24.75
	Waterworks Operation		2016-09-19	O		52	42	45	2016-09-20	\$0.00	\$8,149.49	\$0.00	\$7,887.29	\$9,090.57	\$9,352.77
	Garbage, ashes or refuse		2016-01-05	O		52	34	59	2016-01-12	\$0.00	\$2,662.36	\$4,465.75	\$2,600.80	\$31,583.69	\$36,111.00
	Automobile Service or Repair		2016-03-20	C	2016-09-30	77	91	45	2016-03-22	\$0.00	\$15.00	\$2.75	\$15.00	\$0.00	\$2.75
	Drivers/Chauffeurs and Helpers		2016-09-12	O		52	90	45	2016-09-19	\$22,864.46	\$23,221.98	\$16,920.37	\$10,080.47	\$10,752.92	\$63,679.26
	Garbage, ashes or refuse		2016-05-25	O		52	32	76	2016-05-31	\$8,360.16	\$4,352.28	\$46.75	\$10,016.21	\$2,303.77	\$5,046.75
	Garbage, ashes or refuse		2016-02-26	C	2016-09-30	90	14	75	2016-03-01	\$0.00	\$170.67	\$0.00	\$170.67	\$0.00	\$0.00
	Waterworks Operation		2016-04-18	C	2017-03-30	40	35	75	2016-04-20	\$1,072.90	\$1,775.10	\$16.50	\$2,848.00	\$0.00	\$16.50
	Garbage, ashes or refuse		2016-01-14	C	2017-03-30	40	18	75	2016-01-19	\$0.00	\$3,312.13	\$0.00	\$3,312.13	\$0.00	\$0.00
	Garbage, ashes or refuse		2016-05-21	O		10	42	48	2016-05-25	\$1,132.19	\$6,693.09	\$30.25	\$7,825.28	\$39,814.75	\$39,845.00
	Garbage, ashes or refuse		2015-10-30	C	2017-03-13	90	38	48	2015-11-03	\$0.00	\$3,757.29	\$0.00	\$3,757.29	\$0.00	\$0.00
	Garbage, ashes or refuse		2016-09-09	C	2016-09-15	59	10	99	2016-09-15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FMIT # TOTALS			OPEN	7	CLOSED	38			TOTALS	\$96,309.69	\$114,065.21	\$30,361.81	\$135,426.72	\$123,630.93	\$228,940.92

FLORIDA MUNICIPAL INSURANCE TRUST - WORKERS COMPENSATION
MEMBERS LOSS REPORT
10/01/2016 - 09/30/2017 AS OF DECEMBER 31, 2017

FMIT

FILE NUMBER	CLAIMANT NAME	DEPT	DATE OF INJURY	OPEN/ CLOSED	DATE CLOSED	INJURY CODE			DATE RECEIVED	PAYMENTS TO DATE			RECOVERIES	OUTSTANDING RESERVES	TOTAL INCURRED
						NAT	PART	CAUSE		COMP	MEDICAL	OTHER			
	Garbage, ashes or refuse		2017-06-07	C	2017-07-31	04	33	99	2017-06-19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-06-08	C	2017-12-27	04	35	59	2017-06-12	\$0.00	\$254.99	\$0.00	\$254.99	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-07-05	C	2017-12-27	49	34	59	2017-07-06	\$0.00	\$239.72	\$0.00	\$232.22	\$0.00	\$7.50
	Garbage, ashes or refuse		2016-10-17	C	2017-07-10	65	60	99	2016-10-19	\$0.00	\$15.00	\$2.75	\$15.00	\$0.00	\$2.75
	Garbage, ashes or refuse		2017-05-18	O		65	60	82	2017-06-07	\$0.00	\$352.43	\$750.00	\$352.43	\$1,750.00	\$2,500.00
	Automobile Service or Repair		2017-09-21	C	2017-11-20	13	35	13	2017-09-26	\$0.00	\$509.33	\$0.00	\$0.00	\$0.00	\$509.33
	Waterworks Operation		2017-09-11	O		52	33	31	2017-09-13	\$7,339.87	\$29,428.53	\$13.75	\$1,080.82	\$12,298.67	\$48,000.00
	Garbage, ashes or refuse		2017-06-20	C	2017-12-27	10	90	31	2017-06-22	\$0.00	\$1,093.26	\$750.00	\$1,093.26	\$0.00	\$750.00
	Garbage, ashes or refuse		2017-07-11	O		90	90	31	2017-07-11	\$0.00	\$6,596.09	\$408.00	\$533.50	\$9,186.41	\$15,657.00
	Garbage, ashes or refuse		2016-10-05	O		90	90	31	2016-10-06	\$34,289.56	\$44,220.96	\$9,330.50	\$10,705.00	\$463,369.98	\$540,506.00
	Garbage, ashes or refuse		2017-03-29	C	2017-11-21	59	90	99	2017-04-04	\$0.00	\$33.50	\$2.75	\$33.50	\$0.00	\$2.75
	Waterworks Operation		2016-11-21	C	2017-07-10	52	90	53	2016-11-22	\$552.46	\$480.21	\$35.75	\$1,032.67	\$0.00	\$35.75
	Waterworks Operation		2017-05-03	C	2017-12-27	52	55	53	2017-05-04	\$517.76	\$405.95	\$22.00	\$923.71	\$0.00	\$22.00
	Garbage, ashes or refuse		2016-11-07	C	2017-07-10	52	42	53	2016-11-09	\$0.00	\$333.22	\$0.00	\$333.22	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-02-21	C	2017-09-18	52	42	53	2017-02-22	\$1,869.57	\$898.96	\$30.25	\$2,768.53	\$0.00	\$30.25
	Waterworks Operation		2016-10-13	C	2017-09-14	49	53	27	2016-10-18	\$0.00	\$1,201.68	\$0.00	\$1,201.68	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-02-16	C	2017-09-14	59	44	50	2017-02-20	\$0.00	\$15.00	\$2.75	\$15.00	\$0.00	\$2.75
	Waterworks Operation		2017-02-25	C	2017-12-27	49	53	60	2017-02-28	\$5,773.78	\$3,923.14	\$22.00	\$9,696.92	\$0.00	\$22.00
	Waterworks Operation		2017-08-11	O		52	42	60	2017-08-11	\$1,427.68	\$1,079.61	\$8.25	\$1,874.38	\$12,867.09	\$13,508.25
	Garbage, ashes or refuse		2017-04-05	C		52	42	56	2017-04-10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-07-21	C	2017-12-29	52	38	56	2017-07-26	\$0.00	\$140.92	\$800.00	\$140.92	\$0.00	\$800.00
	Garbage, ashes or refuse		2016-12-30	C	2017-12-27	52	32	56	2017-01-03	\$0.00	\$352.64	\$0.00	\$352.64	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-08-23	C		43	54	85	2017-08-24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-07-14	C	2017-12-29	52	90	56	2017-07-17	\$0.00	\$232.40	\$0.00	\$86.84	\$0.00	\$145.56
	Garbage, ashes or refuse		2017-02-28	O		52	53	60	2017-03-01	\$9,699.37	\$3,279.79	\$3,638.00	\$10,000.00	\$30,943.84	\$37,561.00
	Waterworks Operation		2017-04-24	C	2017-12-27	52	42	56	2017-04-26	\$2,161.14	\$1,104.03	\$16.50	\$3,265.17	\$0.00	\$16.50
	Garbage, ashes or refuse		2017-06-06	O		52	90	56	2017-06-07	\$7,984.01	\$12,339.90	\$6,451.25	\$9,769.29	\$14,538.22	\$31,544.09
	Waterworks Operation		2016-10-16	C	2017-07-10	25	14	87	2016-10-17	\$0.00	\$1,338.17	\$0.00	\$1,338.17	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-06-22	C	2017-12-27	25	14	87	2017-06-30	\$0.00	\$185.58	\$0.00	\$185.58	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-09-20	C	2017-12-29	59	31	82	2017-09-26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-01-10	C	2017-09-14	37	34	82	2017-01-13	\$0.00	\$200.56	\$0.00	\$200.56	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-05-02	C	2017-12-27	59	25	82	2017-05-04	\$0.00	\$119.92	\$0.00	\$119.92	\$0.00	\$0.00
	Waterworks Operation		2016-11-08	C	2017-07-10	37	41	82	2016-11-14	\$0.00	\$405.55	\$0.00	\$405.55	\$0.00	\$0.00
	Garbage, ashes or refuse		2016-12-30	O		91	54	45	2017-01-03	\$0.00	\$5,005.36	\$0.00	\$5,005.36	\$10,811.00	\$10,811.00
	Garbage, ashes or refuse		2016-10-10	C		40	33	45	2016-10-12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Waterworks Operation		2017-04-03	O		52	42	45	2017-04-06	\$1,240.40	\$1,951.34	\$19.25	\$3,191.74	\$6,246.15	\$6,265.40
	Waterworks Operation		2017-09-13	C		10	44	45	2017-09-14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-01-19	C		01	66	25	2017-01-24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Waterworks Operation		2017-09-20	C	2017-11-21	40	90	76	2017-09-22	\$0.00	\$1,538.85	\$0.00	\$0.00	\$0.00	\$1,538.85
	Clerical		2017-02-15	C	2017-09-14	40	52	76	2017-02-17	\$0.00	\$119.92	\$0.00	\$119.92	\$0.00	\$0.00
	Waterworks Operation		2017-02-26	C	2017-09-14	10	18	29	2017-02-28	\$0.00	\$359.69	\$0.00	\$359.69	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-04-05	C	2017-04-06	37	36	75	2017-04-06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-03-28	C	2017-09-14	52	38	57	2017-04-03	\$0.00	\$658.48	\$0.00	\$658.48	\$0.00	\$0.00
	Waterworks Operation		2017-06-13	O		52	44	57	2017-06-15	\$93.17	\$324.93	\$16.50	\$418.10	\$9,283.50	\$9,300.00
	Garbage, ashes or refuse		2017-08-28	O		59	36	76	2017-08-29	\$146.23	\$4,040.14	\$1,328.48	\$1,682.84	\$13,667.99	\$17,500.00
	Waterworks Operation		2016-12-09	O		10	56	75	2016-12-13	\$2,345.95	\$383.35	\$22.00	\$2,729.30	\$7,300.37	\$7,322.37
	Waterworks Operation		2017-02-28	C	2017-09-14	10	57	75	2017-03-01	\$0.00	\$888.33	\$0.00	\$888.33	\$0.00	\$0.00
	Sewage Disposal Plant		2016-10-31	C	2017-12-27	43	37	19	2016-11-02	\$0.00	\$636.32	\$0.00	\$559.82	\$0.00	\$76.50
	Garbage, ashes or refuse		2017-08-08	C		40	36	19	2017-08-11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-03-21	O		37	53	60	2017-03-22	\$13,544.36	\$7,283.57	\$1,587.00	\$10,000.00	\$74,607.07	\$87,022.00
	Garbage, ashes or refuse		2017-06-09	C	2017-12-27	43	37	60	2017-06-12	\$0.00	\$452.12	\$0.00	\$365.28	\$0.00	\$86.84
	Waterworks Operation		2017-01-05	C		28	16	60	2017-01-10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-03-29	C		59	18	81	2017-03-31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garbage, ashes or refuse		2017-08-31	O		59	13	60	2017-09-05	\$933.88	\$1,806.14	\$8.25	\$1,266.75	\$8,518.48	\$10,000.00
	Clerical		2017-01-11	C	2017-10-13	10	11	81	2017-01-12	\$0.00	\$351.63	\$0.00	\$344.96	\$0.00	\$6.67
	Clerical		2017-02-01	C	2017-07-10	37	18	81	2017-02-03	\$0.00	\$86.84	\$0.00	\$86.84	\$0.00	\$0.00
FMIT # TOTALS			OPEN		14	CLOSED	42		TOTALS	\$89,919.19	\$136,668.05	\$25,265.98	\$85,688.88	\$675,388.77	\$841,553.11

FLORIDA MUNICIPAL INSURANCE TRUST - WORKERS COMPENSATION
MEMBERS LOSS REPORT
10/01/2017 - 09/30/2018 AS OF DECEMBER 31, 2017

FMIT

FILE NUMBER	CLAIMANT NAME	DEPT	DATE OF INJURY	OPEN/ CLOSED	DATE CLOSED	INJURY CODE			DATE RECEIVED	PAYMENTS TO DATE			RECOVERIES	OUTSTANDING RESERVES	TOTAL INCURRED
						NAT	PART	CAUSE		COMP	MEDICAL	OTHER			
		Sewage Disposal Plant	2017-10-17	C	2017-12-29	52	42	31	2017-10-18	\$0.00	\$110.67	\$0.00	\$0.00	\$0.00	\$110.67
		Sewage Disposal Plant	2017-10-17	C	2017-12-29	04	90	06	2017-10-18	\$0.00	\$259.26	\$0.00	\$0.00	\$0.00	\$259.26
		Waterworks Operation	2017-10-31	O		52	36	60	2017-11-02	\$3,970.60	\$4,245.37	\$5.50	\$0.00	\$31,778.53	\$40,000.00
		Garbage, ashes or refuse	2017-12-20	C	2017-12-27	52	44	56	2017-12-27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Sewage Disposal Plant	2017-11-20	O		52	34	60	2017-11-29	\$0.00	\$242.91	\$0.00	\$0.00	\$1,257.09	\$1,500.00
		Garbage, ashes or refuse	2017-12-05	O		52	25	60	2017-12-07	\$0.00	\$14.24	\$0.00	\$0.00	\$1,485.76	\$1,500.00
		Waterworks Operation	2017-11-09	C	2017-11-13	01	66	45	2017-11-13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Waterworks Operation	2017-11-28	C	2017-12-29	01	66	45	2017-11-29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Garbage, ashes or refuse	2017-10-10	O		52	42	45	2017-10-13	\$187.56	\$2,160.89	\$1,055.50	\$0.00	\$36,596.05	\$40,000.00
		Waterworks Operation	2017-11-09	C	2017-11-15	59	42	45	2017-11-15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FMIT # TOTALS			OPEN	4	CLOSED	6			TOTALS	\$4,158.16	\$7,033.34	\$1,061.00	\$0.00	\$71,117.43	\$83,369.93



FLORIDA MUNICIPAL INSURANCE TRUST

TAB C

your
RESOURCE | *your*
ADVOCATE | *your*
PARTNER

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • 407.425.9142 • Fax: 407.425.9378 • www.floridaleagueofcities.com



FLORIDA MUNICIPAL INSURANCE TRUST

TAB C – COST OF INSURANCE PREMIUMS:

BULLETS 1, 2 and 3

- Complete the Compensation for Premiums Form to include total annual costs for property and Casualty Insurance and Loss Control/Loss Prevention Services.
- Provide a clear cost of current policy premiums for the stated coverages individually broken out to accompany the Compensation for Premiums Form.
- Please list all applicable fees that comprise the total annual compensation on the Compensation for Premium's Form.

Bullets 1, 2 and 3 following.

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

COMPENSATION FOR PREMIUMS FORM
(COST OF PREMIUM)
City of Port Orange

Indicate below the proposed total annual compensation for providing Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services to the City of Port Orange as outlined in the "Scope of Services" section of this RFP for the initial one (1) year service period.

10/01/2018 – 09/30/2019

Total Annual Compensation \$ 0

Please attach extra sheets needed to show breakdown of costs per instructions in Tab C.

Please indicate how compensation is calculated (*i.e.*, a commission? a fee?):

We provide coverages direct to our members with zero commissions, zero additional fees and
no contingency agreements.

Please describe all wholesaler distributor compensation, if applicable:

No wholesaler distributor compensation.

Please identify all forms of compensation from any source other than the all-inclusive Total Annual Compensation Amount listed above:

No forms of compensation from any source.

If your company proposes an alternative compensation arrangement, please provide details below:

An alternative compensation arrangement is not applicable.

If your company proposes to receive compensation on a commission basis of insurance premiums, please provide the methodology and calculation of the compensation and include separately any performance bonuses and other forms of compensation, monetary and nonmonetary, which have been received in the past or which may be expected in the future:

We provide coverages direct to our members with zero commissions, zero additional fees and
no contingency agreements.

Explain any potential conflicts of interest between your company and the insurance company that may affect the scope of services within this RFP. Explain how your company will deal with these:

No potential conflicts of interest since we are the direct writer of coverages and direct provider of services.

This document must be completed and returned with your Submittal

FLORIDA MUNICIPAL INSURANCE TRUST

COVERAGE PROPOSAL
FOR
CITY OF PORT ORANGE

PROPOSED EFFECTIVE DATE: OCTOBER 1, 2018



ADMINISTERED AND PREPARED BY:
DEPARTMENT OF INSURANCE SERVICES OF THE FLORIDA
LEAGUE OF CITIES, INC.
P.O. BOX 530065 • ORLANDO, FL 32853-0065

“THE FLORIDA MUNICIPAL INSURANCE TRUST PROMISE”

**The FMIT will provide exceptional coverages and service for your insurance needs.
Your business is important to us.**

We will make every effort to match any competitor's pricing for similar exposures, coverages, terms and conditions contingent on the ability of the competitor to verify that its rates are established by an independent actuary and its reinsurance structure is currently in place. The competitor's reinsurer(s) must have an AM Best rating of an A or better, as the FMIT prides itself on not only the financial solvency of the Trust itself but also of the reinsurance partners with whom we do business.

This proposal remains in effect until October 1, 2018.

A specimen agreement is attached. This proposal contains a brief, general description of coverages. It is not intended to describe or cover all the terms, limits, conditions and exclusions of the agreement.

The FMIT agreement language will supersede any differences between the agreement and this proposal summary.

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**



FLORIDA MUNICIPAL INSURANCE TRUST

Proposal for 2018-2019

City of Port Orange

PROPERTY COVERAGE

Limit

Blanket Real & Personal Property

\$112,859,206

Note: The FMIT will conduct an Asset Valuation for the City at no charge. Insured Assets adjusted due to Asset Valuation will be endorsed onto the policy. Additional premium or return premium will be included on the next installment billing.

Electronic Data Processing:

- Equipment: Included in Contents
- Software: Included in Contents
- Equipment Breakdown: Included in Contents

Agreed Amount

Valuation Basis:

Replacement Cost

Coverage Form:

Special

Deductibles: \$25,000 Per Occurrence - Real & Personal Property, Other Property

Named Storm Deductible is 3% of the scheduled Building, Personal Property, Other Property (including property in the open) and Business Income. The percentages are calculated using the Schedule of Values on file with FMIT. The Named Storm deductible is calculated separately and applied individually to each Building, Personal Property, Other Property and Business Income per occurrence.

Business Income waiting period is 72 hours.

Earthquake: \$2,000,000 Limit, \$25,000 Deductible.

Piers, wharfs, docks, boardwalks and bridges are wind excluded with cause of loss - Basic Form applied. See options page for wind quote if applicable.

Radio towers and television antennas over \$100,000 are wind excluded.

PROPERTY COVERAGE EXTENSIONS:

➤ Excess Flood Coverage	\$5,000,000
o Flood Zones A & V deductible is excess of NFIP (\$500,000 per building)	
o Other Flood Zones - AOP deductible or other flood limits purchased, whichever is greater, per occurrence	
➤ Terrorism	\$5,000,000
➤ Newly Acquired or Constructed Property	\$2,000,000
➤ Newly Acquired Business Personal Property	\$500,000
➤ Business Income	\$500,000
➤ Extra Expense	\$1,000,000
➤ Valuable Papers & Records	\$500,000
➤ Signs - Not attached to Buildings	\$25,000/\$100,000
o Vehicular damage to signs	\$10,000 Maximum
➤ Accounts Receivable	\$500,000
➤ Police Dogs & Horses	
o Death in line of duty	\$15,000
o Annual Maximum	\$30,000
➤ Electronic Data Processing Equipment (Software)	\$250,000
➤ Antiques & Objects of Art	
o Per Item	\$15,000
o Annual Maximum	\$250,000
➤ Off Premises Power Failure	\$100,000
➤ Pollutant Clean Up & Removal	\$100,000
➤ Fungus Clean Up & Removal	\$25,000
➤ Personal Property Off Premises	\$250,000
➤ Personal Property of Others	\$50,000
➤ Preservation of Property	\$100,000
➤ Service Interruption Coverage	\$100,000
➤ Property In Transit	\$250,000
➤ Recertification of Equipment/Fire Extinguisher Recharge	\$250/Day
➤ Debris Removal	25% of Loss
➤ Building Ordinance Coverage, Including Demolition	25% of Loss
➤ Leasehold interest	\$100,000
➤ Arson Reward	\$5,000
➤ Unintentional Errors & Omissions	\$100,000
➤ Non-scheduled Property in the Open	\$500,000
➤ Property Damage Mitigation Coverage (Named Storm)	\$500,000

SCHEDULED INLAND MARINE EQUIPMENT - Items over \$15,000	Limit:	\$2,937,892
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BLANKET INLAND MARINE EQUIPMENT - Items \$15,000 or Less	Limit:	\$1,000,000
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Blanket Inland Marine coverage is defined as: Coverage for all unscheduled Inland Marine equipment, Emergency Portable Equipment and Communications Equipment valued at \$15,000 or less is subject to \$500 deductible.
(Note: All Watercraft must be scheduled.)

Coverage Basis: Actual Cash Value

Deductible: Applies per occurrence

INLAND MARINE COVERAGE EXTENSIONS:

- | | |
|--|-----------|
| ➤ Rental Reimbursement for Contractor's Equipment for Covered Loss | \$5,000 |
| ➤ Limited Contractor's Equipment Replacement Cost | \$250,000 |
| ➤ Installation Floater - Member's Building Materials | \$100,000 |

EQUIPMENT BREAKDOWN COVERAGE

Subject to any applicable limits on the Property, Allied Lines and Crime Declarations, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident."

These coverages apply to all locations covered on the policy, unless otherwise specified.

I. Coverages	Limits
Equipment Breakdown	Subject to the Real and Personal Property Limit in proposal or \$50,000,000, whichever is less.
Business Income	Subject to the Business Income Limit described in p
Extra Expense	Subject to the Extra Expense Limit described in pro
Expediting Expense	\$1,000,000
Hazardous Substances	\$500,000
Spoilage	\$500,000
Data Restoration	\$500,000
"Fungus," Wet Rot, Dry Rot And Bacteria	\$25,000
Service Interruption*	Subject to Business Income, Extra Expense, and Spoilage Limits
Water Damage	Included in Property Coverage.

II. Deductibles

Direct Coverages	Subject to the Real and Personal Property deductib in proposal.
Indirect Coverages	Subject to the Time Element deductible described in

III. Other Conditions

*Unless the interruption exceeds 24 hours, we will not pay for any loss under Service Interruption.

"Covered equipment" does not include "electrical generating equipment"; however, this exclusion does not appl to emergency generators.

GENERAL LIABILITY COVERAGE

Comprehensive General Liability

Limits

Limit Per Occurrence:	\$2,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Public Officials E & O / Employment Practices Liability

Limits

Limit Per Occurrence:	\$2,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Police Professional Liability

Limits

Limit Per Occurrence:	\$2,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Note: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability and / or Automobile Liability.

Important Note: The deletion of any of the above coverages does not automatically reduce the premium. These premiums are based on all of the above coverages. Any deletions of coverage will alter the experience modification factor originally used and may result in a higher premium.

ADDITIONAL BENEFITS:

- Defense Costs paid in addition to policy limits
- Premises Operations
- Products/Completed Operations
- Contractual Liability (Designated Contracts Only)
- Owners & Contractors' Protective Liability
- Personal Injury Liability
- Host Liquor Liability
- Incidental Medical Malpractice Liability
- Watercraft Liability
- Fire Legal Liability - Maximum \$500,000 in any one Trust Year
- Broad Form Property Damage - Maximum \$500,000 in any one Trust Year
- Advertising Injury Liability
- Skate Facility Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Extra Contractual Legal Expense - \$100,000 Aggregate Limit
 - (EEOC, Florida Commission on Human Relations, Ethics)
- No-fault Sewer Backup Expense - \$100,000 Aggregate Limit
- Crisis Intervention
- HR Helpline - Full Legal Support and Online Services
- Herbicide/Pesticide Spraying
 - Limit is the General Liability limit or \$1,000,000 aggregate per fund year, whichever is the lesser amount.
- Bert Harris Act/Inverse Condemnation - \$300,000 Limit Per Occurrence/Aggregate. Limit includes Defense Costs.
 - Deductible is \$5,000 or the policy deductible, whichever is greater.
- Cyber Coverages including Privacy, Network Security and Data Breach - \$1,000,000 Annual Aggregate. Claims Made.
- Cyber Risk Management Tools Web Site.

AUTOMOBILE COVERAGE

Limits

Comprehensive Automobile Liability	\$2,000,000
Deductible:	\$0
Personal Injury Protection	\$10,000
Deductible:	\$0
Medical Payments	\$5,000
Deductible:	\$0
Uninsured Motorists Protection	\$100,000 ** Selected vehicle **
Deductible:	\$0

Automobile Physical Damage

Comprehensive Coverage \$1,000 Deductible

Collision Coverage \$1,000 Deductible

Note: "Vehicles with \$0 value on schedule provided were not included in the quote for APD.

Coverage Includes:

- Hired & Non-Owned Liability
- Rental Reimbursement - scheduled vehicles
- Lease Differential - scheduled vehicles
- Limited Replacement Cost - owned private passenger vehicles, SUVs, Pickup Trucks
- Member's Personal Effects

Note: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability and / or Automobile Liability.

CRIME & BOND COVERAGE**Limits****Bond Coverage:**

Employee Theft - Per Loss \$1,000,000

Deductible: \$1,000

Faithful Performance - Per Loss \$1,000,000

Deductible: \$1,000

Finance Director \$1,000,000

Deductible: \$0

Crime Coverage:

Money - Loss Inside \$10,000

Deductible: \$1,000

Robbery or Safe Burglary of Other Property \$10,000

Deductible: \$1,000

Outside the Premises \$10,000

Deductible: \$1,000

Computer and Funds Transfer Fraud \$1,000,000

Deductible: \$10,000

Forgery or Alteration \$1,000,000

Deductible: \$10,000

Money Orders and Counterfeit Money \$1,000,000

Deductible: \$10,000

WORKERS' COMPENSATION PAYROLLS

	Limit
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

CODE	DESCRIPTION	PAYROLL
5509	STREET OR ROAD MAINTENANCE	893,522
7520	WATERWORKS OPERATION	2,843,753
7580	SEWAGE DISPOSAL PLANT OPERATION	829,977
7704	FIREFIGHTERS	3,409,579
7720	POLICE OFFICERS	5,433,461
8380	AUTOMOBILE SERVICE OR REPAIR	190,366
8810	CLERICAL	4,330,727
8820	ATTORNEY - ALL EMPLOYEES	241,645
8831	HOSPITAL OR VETERINARY	38,357
9015	BUILDINGS - OPERATION BY OWNER	221,450
9102	PARK NOC	1,536,788
9410	MUNICIPAL, TOWNSHIP, COUNTY EMPLOYEES NOC	2,740,659
TOTAL PAYROLL		\$22,710,284

Deductible StopLoss: \$25,000

Experience Modification Factor: 10/1/2018 1.14

Safety Credit: Yes

Drug Free Credit: Yes

StopLoss Amount:	\$407,647
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Premium calculation includes 5% Drugfree Credit and 2% Safety Credit - Requires receipt of approved applications.

Payrolls and Premium are subject to Final Audit

PREMIUM SUMMARY

Coverage Line	Annual Premium
Blanket Real & Personal Property	\$275,579
Inland Marine	INCLUDED
Equipment Breakdown Coverage	INCLUDED
Crime & Bond Coverage	INCLUDED
General Liability Coverage	\$97,865
Public Officials E&O / Employment Practices Liability	\$145,324
Police Professional Liability	\$103,931
Automobile Coverage	\$145,685
Workers' Compensation Coverage	\$367,109

Total FMIT Premium

\$1,135,494

GRAND TOTAL PREMIUM

\$1,135,494

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.

FMIT will offer a fixed 2-year rate guarantee for General/Professional Liability, Automobile and Property coverage lines. Changes in exposure information, coverage lines and limits, or scope of risks will impact the premiums. In the event of Member cancellation of any line of coverage within the current coverage year or subsequent coverage year, Member shall owe the greater of sixty (60) days of fully earned premium for all cancelled line(s) of coverage or the amount calculated pursuant to any other cancellation provisions specified in the coverage agreement.

Please Read the following Important Notes

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

INTEREST FREE INSTALLMENT PLAN

<u>First Installment</u>	<u>Second Installment</u>	<u>Third Installment</u>	<u>Fourth Installment</u>
25% minimum due	25% minimum due	25% minimum due	25% minimum due
October 1, 2018	January 1, 2019	April 1, 2019	July 1, 2019

Payment will be forwarded to the Florida League of Cities in Tallahassee

DEDUCTIBLE / LIMIT OPTIONS

	<i>Limit</i>	<i>Deductible</i>	<i>StopLoss Amount</i>	<i>Annual Premium</i>	<i>Check Accepted</i>	<i>Option Rejected</i>
Property - Real and Personal Property						
Option 1 -		\$25,000	n/a	\$275,579		O O
Option 2 -		\$1,000	n/a	\$292,116		O O
Option 3 -		\$5,000	n/a	\$286,815		O O
General Liability						
Option 1 -	\$2,000,000	\$0	n/a	\$347,120		O O
Option 2 -	\$2,000,000	\$10,000 DSL	\$589,370	\$331,511		O O
Option 3 -	\$2,000,000	\$25,000 DSL	\$589,370	\$319,860		O O
Option 4 -	\$5,000,000	\$0	n/a	\$377,724		O O
Option 5 -	\$5,000,000	\$10,000 DSL	\$641,373	\$362,115		O O
Option 6 -	\$5,000,000	\$25,000 DSL	\$641,373	\$350,463		O O
Automobile Liability						
Option 1 -	\$2,000,000	\$0	n/a	\$108,248		O O
Option 2 -	\$2,000,000	\$10,000 DSL	\$61,790	\$93,363		O O
Option 3 -	\$2,000,000	\$25,000 DSL	\$75,000	\$85,945		O O
Workers' Compensation						
Option 1 -		\$25,000 DSL	\$407,647	\$367,109		O O
Option 2 -		\$0	n/a	\$482,137		O O
Piers, Wharves, Docks, Boardwalks and Bridges - Wind Coverage						
	*			\$93,924		O O

* 5% of total insured value per location or a minimum of \$10,000 whichever is greater each and every loss, each location, other than Zone 1 which is 3% of total insured value per location or a minimum of \$10,000 whichever is greater each and every loss, each location.

Stand-Alone Policy Premiums

General Liability	\$2,000,000	\$0	n/a	\$441,000	O O
Automobile Liability	\$2,000,000	\$0	n/a	\$214,000	O O
Automobile Physical Damage		\$1,000	n/a	\$75,000	O O
Property		\$25,000	n/a	\$300,000	O O
Workers' Compensation		\$25,000 DSL	\$407,647	\$450,000	O O



FLORIDA MUNICIPAL INSURANCE TRUST

ANCILLARY COVERAGES:

PREMIUM IN ADDITION TO FMIT PREMIUM /
PREMIUM NOT INCLUDED IN FMIT PREMIUM

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STATUTORY AD&D

**THE FOLLOWING IS A SUMMARY OF FEATURES ONLY & DOES NOT COVER ALL TERMS,
CONDITIONS AND LIMITATIONS. THE ISSUED POLICY WILL GOVERN IN ALL CASES.**

QUOTE FOR: City of Port Orange

INSURER: National Union Fire Insurance Company of Pittsburgh PA

LIMIT OF LIABILITY: \$72,764 Principal Sum - In Line of Duty
\$72,764 Principal Sum - Fresh Pursuit
\$205,818 Principal Sum - Unlawful and Intentional Death

PROPOSED EFFECTIVE DATE: 10/1/2018 TO 10/1/2019

THE FOLLOWING COVERAGES ARE INCLUDED:

1. Accidental Death & Dismemberment.
2. Tuberculosis, heart disease or hypertension, hepatitis, meningococcal meningitis.
3. Weekly Accident Indemnity - \$100.00/week, maximum 52 weeks. Coordinates with workers' compensation. Unlawful and intentional act only.
4. Day Care Benefit - \$2,000/yr, max 2 years. Currently enrolled in day care.
5. Education Benefit - \$2,000/yr, max 2 years. Currently enrolled in an institution of higher learning.
6. Medical Insurance Continuation/Catastrophic Injury 440.02 (34) F.S. – Maximum \$5,000.00 per year. Maximum years - 5.
7. Burial Benefit - \$1,000. Intentional death only.

PERSONS COVERED:

Police	<u>89</u>	Full-Time
	<u>2</u>	Part-Time
	<u>46</u>	Auxiliary Officers, Reserves, Volunteers
	<u>14</u>	Administrative

Firefighters	<u>58</u>	Full-Time
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TOTAL PREMIUM:	<u>\$5,830.00</u>	Annual (subject to change as the 2018-2019 rates have not been set yet.)
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EXECUTIVE TRAVEL ACCIDENT COVERAGE QUOTATION

QUOTE FOR: City of Port Orange
COMPANY NAME: National Union Fire Insurance Company of Pittsburgh PA
PROPOSED EFFECTIVE DATE: 10/1/2018 TO 10/1/2019

CLASS I

CLASS II

Principal Sum

\$250,000.00

\$250,000.00

Hazard Applicable to Class

H-12: 24-Hour Accident Protection while
on a Trip - Business only (Inside or
outside City Limits)

H-20: 24-Hour Accident Protection -
Business and Pleasure

Number of Personnel

Elected Officials	5	City Manager	1
		Assistant City Manager	1
		Police Chief	1
		Finance Director	1
		Administrative Services Director	1
		Public Works Director	1
		Parks & Recreation Director	1
		Director of Community Development	1
		Public Utilities Director	1
		City Attorney	1
		City Clerk	1
		Fire Chief	1

Premium: \$1,240.00

**Subject to change as the 2018-2019
rates have not been set yet.**



FLORIDA MUNICIPAL INSURANCE TRUST

TAB D

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FLORIDA MUNICIPAL INSURANCE TRUST

TAB D – CUSTOMER SERVICE AND ELECTRONIC ACCESSIBILITY:

BULLET 1

- **Explain your process for representing the City of Port Orange's position concerning recommendations made by the Property insurance carrier and, if requested, how does your firm conduct research to develop documentation to support the City of Port Orange's positions.**

The Florida Municipal Insurance Trust works closely with its property re-insurance carriers to provide current market updates and trends in the property marketplace. Your Account Executive John Ligon has a professional obligation to express any concerns the City may have and work directly with upper management at the Florida league of Cities to resolve any issues or concerns in a timely manner.

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FLORIDA MUNICIPAL INSURANCE TRUST

TAB D – CUSTOMER SERVICE AND ELECTRONIC ACCESSIBILITY:

BULLET 2

- **The Proposer's intended approach toward achieving and measuring customer satisfaction.**

The City of Port Orange has been with the Florida Municipal Insurance Trust for over a decade. City Staff is the best measurement of the customer service that has been provided by your Account Executive, Risk and Safety Consultant and claims department. Anytime the City has had a question or concern, the FMIT has been there to assist. We will continue to communicate with the City and ask for feedback as to how we are doing and any suggestions for improvement.

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FLORIDA MUNICIPAL INSURANCE TRUST

TAB D – CUSTOMER SERVICE AND ELECTRONIC ACCESSIBILITY:

BULLET 3

- **Provide a listing of your customer service team dedicated to the account and response times for claims.**

The customer service staff dedicated to the City are many. In some cases, the City has staff assigned directly, depending on the type of claim or service.

Dedicated Staff: John Ligon - Account Executive; Medley Johnson – Underwriter; Evan MacClellan - Risk and Safety Consultant; Jane Dowdy – Workers' Compensation claims; Taylor Matheny – Disaster Preparedness, Response and Recovery services. For liability and smaller property claims, an adjuster is assigned based on the type of claim and severity.

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FLORIDA MUNICIPAL INSURANCE TRUST

TAB D – CUSTOMER SERVICE AND ELECTRONIC ACCESSIBILITY:

BULLETS 4 and 5

- **Provide a description of your Firms Electronic Self Help Menu.**
- **Provide a description of the Computer Internet/Intranet Resources, including Insurance Broker's Professional Risk Newsletter (If there is one)**

The City of Port Orange has login access to its Florida Municipal Insurance Trust (FMIT) Member Dashboard at the web site address <http://insurance.flcities.com/member-login>.

Once logged in, the City has access to its Self Help Menu consisting of insurance policies, loss runs and claim notes; capability to file a claim; capability to manage its auto, property and inland marine schedules; request a certificate of coverage; request auto ID cards; and capability to complete its annual renewal forms.

The Computer Internet/Intranet Resources available through the Florida Municipal Insurance Trust website <http://insurance.flcities.com/home> include, but are not limited to the following.

Request a Quote

Coverage details

Services:

- Risk and Safety Management
- Underwriting
- Disaster Preparedness, Response and Recovery
- Trust Services
- Special Investigation Unit

Education:

- Trust Tips (Professional Risk Newsletter)
- Hometown Health Newsletter
- Event Calendar
- Online Learning
- On-site Learning
- Streaming Video Library

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FLORIDA MUNICIPAL INSURANCE TRUST

TAB E

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FLORIDA MUNICIPAL INSURANCE TRUST

TAB E – LOSS CONTROL/PREVENTION SERVICES:

BULLETS 1, 2 and 3

- Describe your loss control/prevention services as it relates to expectations in the scope of services.
- Provide an example(s) of innovative solutions or approaches to loss/control /prevention services your firm proposes. (These can be additional or different to our requirements in the Scope of Services)
- Please indicate how your firms approach with loss Control/ Prevention Services results in total cost savings to the City.

The expectations from the loss control and prevention services, provided to date and in the future, are to help minimize losses through all lines of insurance coverage.

Numerous loss control and prevention services have been provided to the City of Port Orange during the tenure of your membership with the FMIT. Port Orange's risk manager(s) has reached out on numerous occasions for advice on liability related issues, as well as, to conduct safety related training for employees from City Hall, Police Department, Water Treatment Plant and Public Works. The safety trainings have been relevant to loss trends, current exposures and the potential for loss to employees and citizens.

Based on the most current workers' compensation loss information, it is recommended that Port Orange should focus on maintaining an active safety training program, have an active safety committee to monitor incidents and injuries and continue to focus on employee safety. We would suggest training for the Police and Fire Departments related to soft tissue injuries and have the City offer an exercise and physical fitness program, if not already in place.

Through all liability insurance coverages, it is recommended that Port Orange focus on auto liability and auto physical damage the most. Auto claims are a significant portion of the liability claims and, consequently, a significant portion of the losses. Driver training for all employees that drive a City vehicle is suggested.

your

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your

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your

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FLORIDA MUNICIPAL INSURANCE TRUST

By focusing on loss trends and identifying potential liability hazards, the City of Port Orange should see a leveling off and potential reduction of both liability and workers' compensation claims and, in turn, costs. The Florida League of Cities Risk and Safety Management Department and your Risk and Safety Consultant Evan MacClellan are able to and will help in any way we can to see that the City of Port Orange succeeds in claims reductions.

Directly following are helpful summaries of the City's Property & Liability and Workers' Compensation claims performance. We are able to discuss and provide this real time claim information to you on a regular basis and upon request.

Following the claims performance summaries are further details about our Risk and Safety Management services; Disaster Preparedness, Response and Recovery services; and offerings that the City of Port Orange currently enjoys.

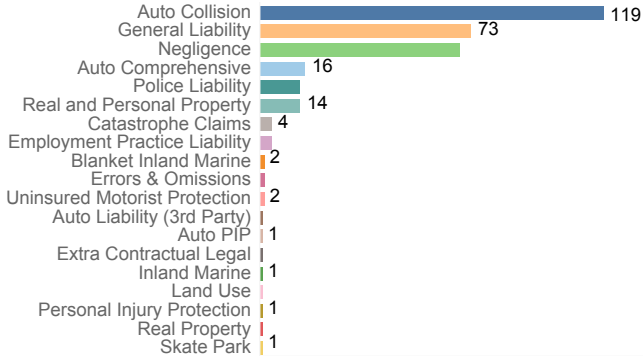
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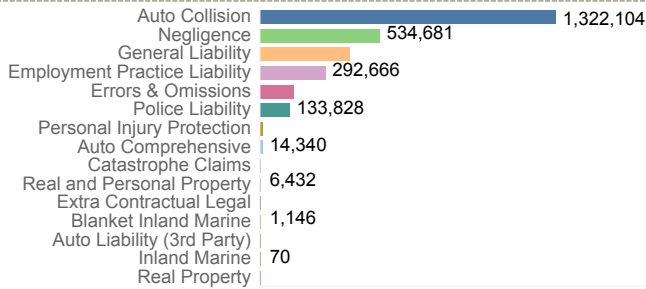
Florida Municipal Insurance Trust
Member Performance Dashboard - Property & Liability
0496 - CITY OF PORT ORANGE

Reporting Date	Member	Event Description	Recent Years
5/31/2018	0496 - CITY OF PORT ORANGE		5

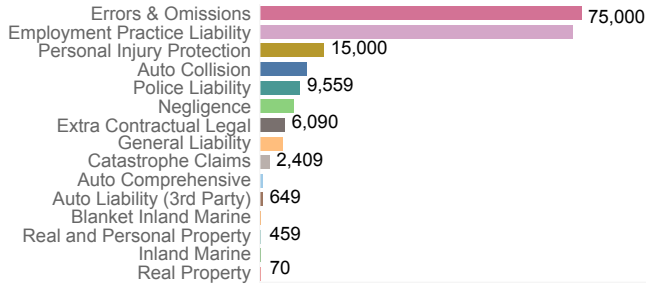
Claims by Claim Type



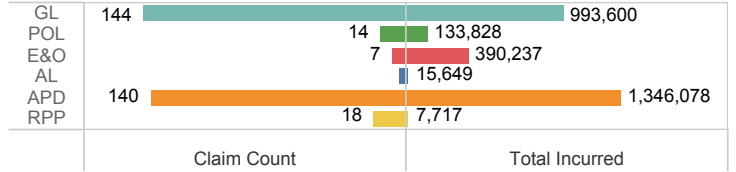
Losses by Claim Type



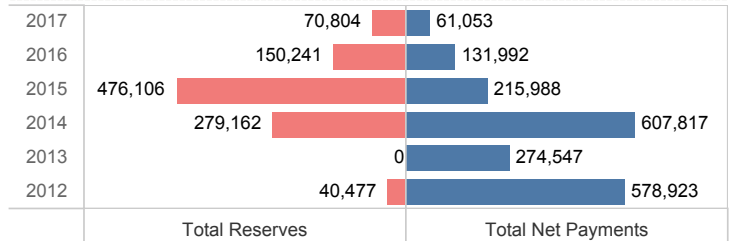
Severity - Avg. Loss per Claim



Summary by LOB



Current Claim Financials by Fund Year



Losses by Location Type

Location Type Description	Claim Count	Total Net Payments	Total Reserves	Total Incurred
Other	106	#####	242,785	1,136,855
Sidewalk	41	#####	261,341	651,351
GL - Other Location	23	#####	380,038	644,945
Street/Roadway/Parking Lots	64	97,913.13	25,773	123,687
Streets/Roadway (Not an Inter..	19	66,241.81	35,703	101,945
Building	25	39,221.46	41,275	80,497
Intersection	10	45,241.52	13,594	58,835
Null	9	50,232.43	5,321	55,553
Highway/Parkway/Interstate (in..	4	11,341.43	10,959	22,300
Parking Lot	15	5,230.65	0	5,231
Off Road-Not Paved (Shoulder/..	1	3,224.92	0	3,225
Private Property	2	2,340.70	0	2,341
Home	1	345.00	0	345
Beach	1	0.00	0	0
Playground/Playground Equip/..	4	0.00	0	0
Skate Board Park	1	0.00	0	0
Steps	1	0.00	0	0

Top 10 Claims

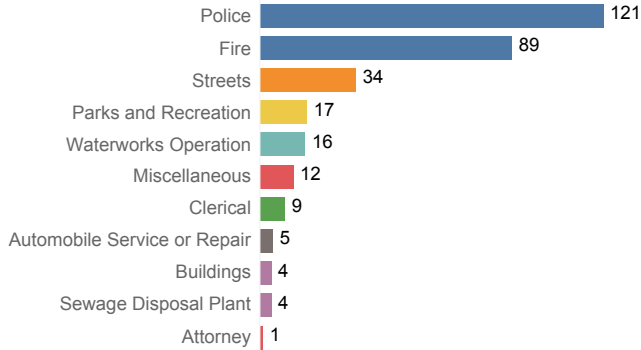
Claim Number	GL_Paid	POL_Paid	EO_Paid	AL_Paid	APD_Paid	RPP_Paid	Total Reserves	Total Incurred
VA2014079692	0	0	0	616,592	13,714	0	0	331,479
VA2016083236	0	0	0	29,526	3,598	0	224,943	258,067
GC2012075848	169,023	0	0	0	0	0	40,477	208,800
VA2013074774	0	0	0	203,155	0	0	0	203,155
GC2015080263	0	0	32,545	0	0	0	117,455	150,000
GC2015081243	0	0	14,568	0	0	0	120,432	135,000
GC2016086016	18,642	0	0	0	0	0	101,864	120,505
GC2013075547	0	96,442	0	0	0	0	0	96,442
GC2017089143	0	0	7,723	0	0	0	79,277	87,000
VA2014076804	0	0	0	80,926	1,200	0	0	82,126
Grand Total	602,948	127,595	73,073	1,115,469	293,266	12,334	1,016,790	2,887,109



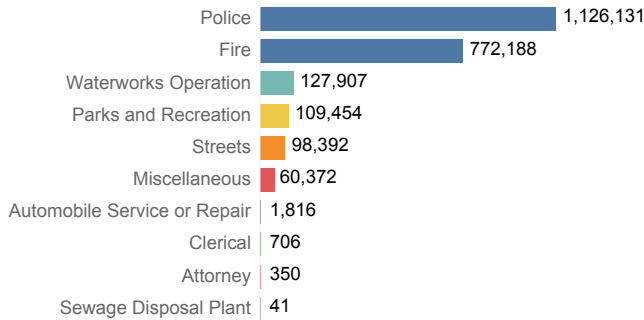
Florida Municipal Insurance Trust
Member Performance Dashboard - Workers' Compensation
0496 - CITY OF PORT ORANGE

Reporting Date	Member	Event Description	Recent Years
5/31/2018	0496 - CITY OF PORT ORANGE	All	5

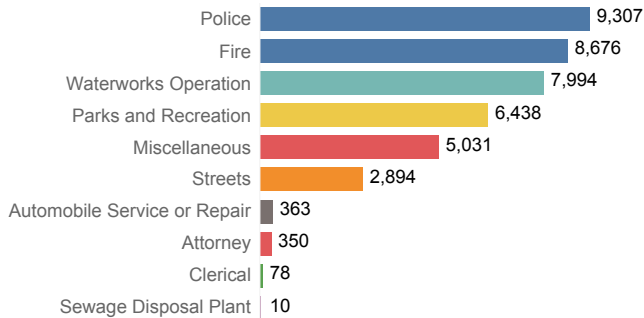
Claims by Department



Losses by Department



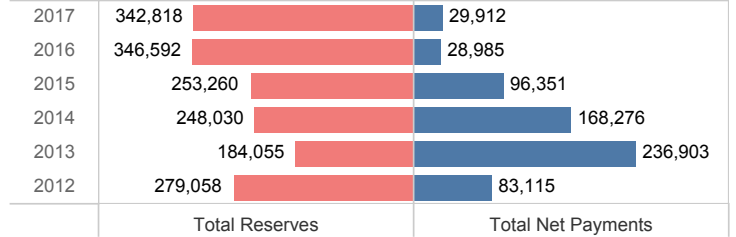
Severity - Avg. Loss per Claim



Top 10 Claims

Claim Number	Expense	Indemnity	Medical	Total Paid	Total Collections	Reserves	Incurred
WC2014128802	61,558	13,831	116,120	191,508	26,334	184,055	349,230
WC2013126977	16,800	7,595	52,923	77,317	25,000	279,058	331,375
WC2014131013	31,570	11,062	9,625	52,256	20,003	217,747	250,000
WC2016136693	11,759	573	67,337	79,669	33,632	78,627	124,664
WC2017138928	14	0	24,671	24,685	25,141	119,474	119,018
WC2014131174	21,493	43,995	68,382	133,870	26,185	0	107,686
WC2017139010	8,565	2,398	25,550	36,513	25,000	77,108	88,621
WC2017138650	2,849	1,517	11,260	15,626	12,894	79,120	81,852
WC2017140500	17	0	4,344	4,360	4,316	74,955	75,000
WC2017140546	4,723	0	1,996	6,719	1,727	55,773	60,765
Grand Total	296,158	149,876	921,094	1,367,128	723,587	1,653,814	2,297,356

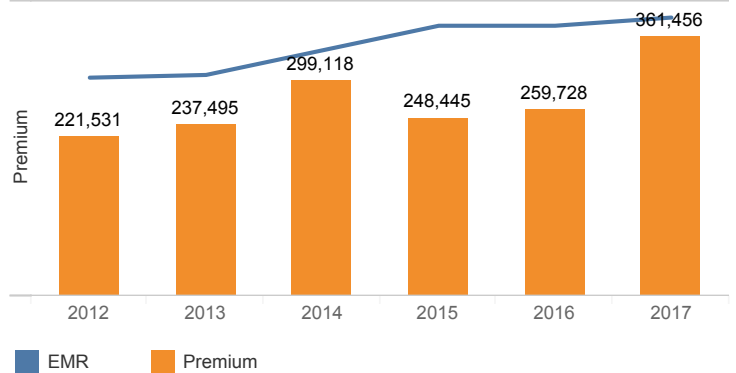
Current Financials by Fund Year



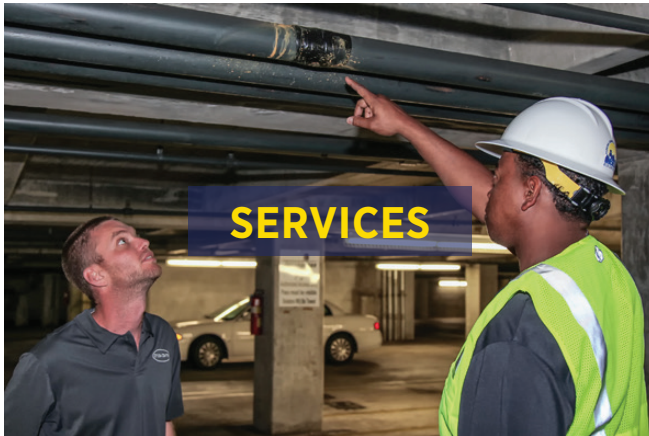
Losses by Claim Type

Claim Type Description	Claim Count	Paid	Reserves	Incurred
Became Lost Time	18	287,273	995,574	1,282,846
LOST TIME	20	136,762	575,026	711,788
Entire Claim - Settled	7	157,671	8,524	166,195
MEDICAL ONLY	197	22,315	32,402	54,717
Lost Time - Controverted	3	25,031	24,053	49,084
Impairment Benefits - Lost Ti..	1	460	17,640	18,100
Medical Only-Controverted	4	13,730	0	13,730
FIRST AID	52	490	0	490
Medical Settled	1	-235	596	361
Controverted - Denied Claim	9	45	0	45

EMR Development



RISK AND SAFETY MANAGEMENT



The Florida Municipal Insurance Trust's team of risk and safety professionals will work with you to identify and address potential hazards and exposures. We are your partner every step of the way.

Lower exposure means lower costs. We offer first class **services**, **learning opportunities** and **resources** specific to the risk and safety management challenges experienced by public entities.



... I am always
impressed with
FMIT services.

*~ From a development district
operations manager*



FLORIDA MUNICIPAL INSURANCE TRUST

RISK AND SAFETY MANAGEMENT

SERVICES

Targeted Risk and Safety Management – *A Proactive Approach*

Our risk and safety management team is an extension of your staff. With six professionals located across the state, we are prepared to assist every step of the way.

Losses are caused by specific actions, inactions or conditions. By targeting those areas, real losses can be prevented. Three proactive methods are used to protect your entity – **analysis**, **evaluation** and **action plan**.

The goals of this three-step process are to reduce injuries and save you money by creating and sustaining a safe work environment in your public entity. As an extension of your staff, our risk and safety management team will work in partnership with you to ensure the process is seamless and successful.

ANALYSIS: As a first step, a member of our risk and safety management team will travel to your entity to meet with you and discuss your assets. We use statistical trends or patterns to find the locations, materials, machines, equipment, tools and operations that cause the highest frequency or largest severity of loss. Our methods include:

- ▶ Field Surveys
- ▶ Technical Assistance (in field and office)
- ▶ Safety Analysis
- ▶ Loss Analysis



EVALUATION: Next, we evaluate all available information, including analysis findings, site visits, historical loss data, etc. This gives your entity a target or targets to concentrate on, ultimately reducing or eliminating future loss from the same root cause.

ACTION PLAN: Finally, we work with you to develop and implement an action plan. At this time, we evaluate your current programs and provide constructive assistance. A proper program should include these basic sections:

- ▶ Commitment
- ▶ Identification and Control of Hazards
- ▶ Responsibility and Corresponding Accountabilities
- ▶ Defined Inspections
- ▶ Incident Investigation

FLORIDA MUNICIPAL INSURANCE TRUST

RISK AND SAFETY MANAGEMENT



Since the Matching Safety Grant Program was started, the FMIT has given out **1,034** safety grants totaling **\$2.1 million**. Annually, the FMIT dedicates **\$300,000** for the grant program.

MATCHING SAFETY GRANT

The matching safety grant is designed to help FMIT members pay for safety- and health-related resources that help eliminate, reduce or control their exposures to loss. A few examples of grants approved include:

- ▶ A member had a large number of losses due to its sidewalks becoming uneven, and used the safety grant to fund half of the cost of repair.
- ▶ A member's fire rescue staff had an increase in back injuries caused by lifting old gurneys. New gurneys with automatic lift assists were purchased to reduce the exposure.
- ▶ A member had bullet-resistant vests that were near the end of their useful life. New vests were purchased to provide employees with additional protection while out on patrol.

FLORIDA MUNICIPAL INSURANCE TRUST

RISK AND SAFETY MANAGEMENT



EDUCATION

The **FMIT SCHOOL OF RISK AND SAFETY MANAGEMENT** is your go-to source for risk, safety and health training. Through this learning arm, the FMIT offers countless educational opportunities for its members.

Many public entities in Florida have had to cut safety and health personnel from their budget. This may mean that risk and safety training is not completed when needed or required. We understand the importance of ongoing risk and safety training, which is why we offer it in a variety of ways.

Our members depend on the School of Risk and Safety Management for their risk, safety and health training because it is convenient, customized for their specific needs, and cost effective.

Convenient: Risk and safety courses are offered at member locations, regional locations and online - both as individual courses and group webinars.

Customized: Our training focuses on core subject areas and emerging topics. We are constantly adding new courses and updating core classes to include the timeliest information.

Cost effective: For members, there is no cost for online classes and onsite training is available at no cost or a nominal fee.

Since 2013, the FMIT has scheduled **200 Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT) classes**, with a total of **2,820 people** receiving the certification to date.



What's more . . .

For the FMIT's intermediate 16-hour TTC/MOT course, the cost is **only \$105 per person**. The private sector charges between \$170 to \$250 per person.

FLORIDA MUNICIPAL INSURANCE TRUST

RISK AND SAFETY MANAGEMENT



ON-SITE LEARNING

On-site learning is one of the member services that sets us apart. The FMIT has dedicated learning resources with instructors who are among the best risk and safety professionals in the state.

Employees can attend a class being held at a regional location, or even more convenient, they can request one at their own location!

This on-site learning is very popular with attendees because it is **interactive, informative, effective** and presented by veteran risk and safety instructors who have extensive local government risk and safety experience.



Thank you for the fantastic training class on Friday. It was very informative and interesting. We had a total of 16 employees in addition to myself and my mentee. Again, thanks and as usual you did a great job! ~ From a risk analyst

... it takes a lot of stress out of my job knowing that I can rely on you all to put on a professional presentation and I've received nothing but positive feedback from our staff regarding all of the training you've put on in the past ... In short, you make me look good! ~ From a safety officer

I cannot express how thankful I am for you and the Florida League of Cities training resources. I felt you and Ron (Peters) did a fantastic job with our DDC-4 training and I received a great deal of positive feedback from the attendees. ~ From an education, safety and emergency response coordinator

FLORIDA MUNICIPAL INSURANCE TRUST

RISK AND SAFETY MANAGEMENT

In 2017, more than 350 classes were held throughout the state, including:

Alachua
Altamonte Springs
Baker County
Bushnell
Cape Canaveral
Casselberry
Charlotte County
Clermont
Cocoa Beach
Columbia County
Cooper City
Coral Springs
Crestview
Daytona Beach
DeFuniak Springs
Delray Beach
DeSoto County
Doral
Escambia County
Estero
Fort Myers
Fort Myers Beach
Fort Pierce
Fort Walton Beach
Green Cove Springs
Hallandale Beach
Hillsborough County
Holly Hill
Hollywood
Holmes Beach
Indian Shores

Key West
Lake City
Lake Hamilton
Lake Wales
Manatee County
Marathon
Martin County
Mascotte
Miami Gardens
Minneola
Miramar
Monroe County
New Smyrna Beach
North Lauderdale
North Miami
Oakland Park
Oldsmar
Opa-locka
Oviedo
Palm Bay
Palm Beach
Palm Beach County
Palm Beach Gardens
Palm Springs
Panama City
Parkland
Pensacola
Pinecrest
Pinellas Park
Plant City
Port Orange

Putnam County
Redington Shores
Rockledge
Royal Palm Beach
San Antonio
Sanibel
Sebastian
Seminole
St. Augustine
St. Augustine Beach
St. Johns County
St. Lucie County
Sumter County
Sunrise
Suwannee County
Tamarac
Tampa
Taylor County
Temple Terrace
Union County
Venice
Vernon
Vero Beach
Wakulla County
Walton County
Washington County
Wellington
West Palm Beach
Wildwood
Winter Haven
Winter Park

FLORIDA MUNICIPAL INSURANCE TRUST

RISK AND SAFETY MANAGEMENT



Currently, there are **396 classes** ranging from active shooter and cyber bullying to respirator use and workplace harassment. Check out ***insurance.flcities.com/*** for further details.

ONLINE LEARNING

Online learning is becoming increasingly popular because of its convenience and flexibility.

Benefits of Online Learning:

- ▶ **Consistency:** All employees receive the same training in the same way.
- ▶ **Customizable:** Allows entities to customize training to target the needs of certain departments or even individual employees. For new hires, it is a great tool for the orientation process.
- ▶ **Flexibility:** Easy-to-schedule training for shift workers, absent workers, telecommuters, etc.
- ▶ **Convenience:** With computer/web access, training is available to employees anywhere, and at any time.
- ▶ **Problem-Solving:** Ability to offer just-in-time training when an employee is tackling a new task or running into issues that need immediate resolve.
- ▶ **Efficient:** Most courses are relatively short. Most are 30 minutes long. More complicated topics are no more than 60 minutes long.
- ▶ **Specialized Law Enforcement Material:** Our online police training is written by former police officers. Our members have found the information to be extremely credible and more useful than alternatives.

FMIT Online Learning Includes:

- ▶ **Practice exercises**
- ▶ **Test comprehension**
- ▶ **Monitoring capabilities and employee evaluation**

FLORIDA MUNICIPAL INSURANCE TRUST

RISK AND SAFETY MANAGEMENT



STREAMING VIDEO LIBRARY

The Florida Municipal Insurance Trust streaming video library is offered to FMIT members at no cost. This extensive video library includes subjects pertinent to staff working in public works, human resources, administration, management and law enforcement.

The Florida Municipal Insurance Trust streaming video library contains full-length video programs that are available 24/7. Many are offered in both English and Spanish. For each program, a corresponding learning exercise is available for download.

Check out insurance.flcities.com/ for further details.



FLORIDA MUNICIPAL INSURANCE TRUST

RISK AND SAFETY MANAGEMENT



HUMAN RESOURCES AND EMPLOYMENT LAW ASSISTANCE PROGRAM

EPL Assist™ is a cutting-edge risk management program providing our members with a wide variety of legal content, forms and analysis, combined with the ability to speak directly with Littler lawyers dedicated to assisting insureds in navigating what has become an employment law minefield.

With EPL Assist, our members have access to:

- ▶ Secure web portal containing essential employment law resources and tools
- ▶ Toll-free hotline service
- ▶ No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- ▶ Online preventing workplace harassment training and online preventing harassment education video available in both English and Spanish
- ▶ Employment law updates, newsletters and related publications
- ▶ A collection of online employment law resources through a secure website, including unlimited access to content such as:
 - Employment policies and practices
 - Human resources forms library
 - Sample employee handbooks
 - State and national employment law summaries and reference materials
 - 50 state surveys on various employment law essentials, including minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
 - Short videos on best employment practices
 - Access to Littler's webinars and podcasts

DISASTER PREPAREDNESS, RESPONSE AND RECOVERY



The FMIT damage assessment team was here within 48 hours, and it was really, really great.

They came in. They said ‘we are going to be here from beginning to end. We are going to look at your assets to see what the damages are.’ It was perfect. As soon as they finished assessing the building, I had an email with all that information and what was going on. Having the FMIT Turnkey program in the City of Fort Pierce as quickly as we did allowed us to save the integrity of the [historic Sunrise Theater] building.

*~ Sheritta Johnson, Risk Manager,
City of Fort Pierce*

Response & Recovery Is a Process Planned for in Advance

The Florida Municipal Insurance Trust and its recovery program partner, **SynergyNDS**, provide members with services and programs for crisis planning, and disaster preparedness, response and loss recovery.

**The FMIT and SynergyNDS are your
“Boots on the Ground.”**

Immediately after a disaster, we are there. And, we make sure the right people show up. Contractors are chosen quickly so that stabilization and recovery processes can begin.

**The Florida Municipal Insurance Trust is the
only trust that can offer this level of service.**

With in-house claims adjusting, the FMIT can communicate in real time with SynergyNDS, the recovery manager. SynergyNDS is prepared to mobilize quickly and begin assisting our members exclusively.

These programs expedite repairs and minimize the disruption to daily operations. Best of all – these services are free to FMIT members with property coverage.

**We stand with you when you need
us the most!**

FLORIDA MUNICIPAL INSURANCE TRUST

DISASTER PREPAREDNESS, RESPONSE AND RECOVERY

TURNKEY RECOVERY PROGRAM

Property claims can be a huge financial burden on a local government's net cash flow. To help minimize this burden, the FMIT sponsors the **TurnKey Recovery Program**, administered by **SynergyNDS**. TurnKey Recovery takes the liability, exposure and hassle out of response and recovery. The program was built around flexibility and the need to be able to act as an extension of members' staff.

The TurnKey Recovery Program:

- ▶ Eliminates an FMIT member's upfront out-of-pocket expense associated with an insured property loss;
- ▶ Expedites the overall claim and recovery process while allowing members the flexibility to have it done their way; and
- ▶ Provides real-time reporting and experienced project management at no additional costs.

simpliCITY

The FMIT's **simpliCity** software includes features developed to support member's insurance and FEMA Public Assistance (PA) needs and field activities. From resolution sample drafts, industry documents and training tracks and real-time damage assessment tools, FMIT members are equipped to maximize all available funding opportunities while complying with documentation requirements that limit the threat of future FEMA de-obligation.



FLORIDA MUNICIPAL INSURANCE TRUST

DISASTER PREPAREDNESS, RESPONSE AND RECOVERY



It is very beneficial when you have an asset survey because you're able to identify your critical assets and if you have the values where you need them to be. It is something that I truly recommend for all those who have not already done that.

*- Karen Muir, Risk Manager,
City of North Miami*

ASSET ID – ASSET SURVEY AND INSPECTION SERVICES

The Florida Municipal Insurance Trust provides its members with a comprehensive property asset survey so they have an accurate identification of their property.

With real-time reporting via a mobile app, field surveys of property are electronically sent to members for review. The program updates current schedule of values and develops a comprehensive list for coverage placement decisions. This proactive approach identifies critical assets to assist in developing Continuity of Operations Plans.

RAPID ASSESSMENT

Documenting sustained damage to property in a timely manner can be a daunting task. However, with **RAPID Assessment**, FMIT members have the tools and mobility to better support overall claim reporting and recovery.

In real time, using mobile applications, FMIT members can capture and report damages to insured property. Data collected in the field is uploaded to the FMIT Claims Department. Information is shared with all involved parties and is synchronized to the member's simpliCity dashboard to expedite preliminary damage assessments, response and initial insurance reserves.

RAPID Assessment is also used by the FMIT Critical Incident Response Team and SynergyNDS in support of a member's large loss or catastrophic events.



FLORIDA MUNICIPAL INSURANCE TRUST

DISASTER PREPAREDNESS, RESPONSE AND RECOVERY

FMIT ALERT

The **FMIT Alert Notification System** helps members prepare for impending weather events by providing alert information directly to their inbox and cell phone. The alerts are timely, brief and include pre-event information, such as projected storm path and intensity data, that members need to make advanced preparation decisions. Alerts also include post-event communications delivered via email, phone and text message that support specific FMIT recovery initiatives.

FLC-PACT (Public Assistance CloseOut Team)

When disaster strikes, the ability to maximize funding through insurance and supplemental FEMA Public Assistance (PA) is critical to timely recovery. Duplication of benefits and other potential pitfalls can lead to FEMA de-obligations.

FMIT members have a proven advocate in **FLC-PACT**. It helps minimize the financial impact of a loss and reduce your staff's workload in support of your recovery initiatives.



FMIT members are encouraged to reach out to FLC-PACT during declared events – especially prior to FEMA Public Assistance (PA) Funding Application and Project Worksheet development. Your insurance provider is the responsible party when determining coverage and anticipated insurance proceeds related to damaged property. FEMA and Florida Department of Emergency Management should not be the first point of contact as they are not first responders or the primary source of recovery funding.



The Florida Municipal Insurance Trust was the only trust in Florida to assist its members with their FEMA audits.

FLORIDA MUNICIPAL INSURANCE TRUST

DISASTER PREPAREDNESS, RESPONSE AND RECOVERY



ENVIRONMENTAL REMEDIATION

The FMIT team and recovery partners are trained to control mold, hazardous materials, chemical spills, lead paint, asbestos, pathogens, etc. Clean-up programs will be implemented as required by regulatory agencies to remediate conditions that pose a potential threat to public health and safety.



CONSULTING SERVICES AND CONTINUING EDUCATION

Consulting Services and Continuing Education Symposiums have been designed around FMIT members' needs. The goal's are:

- ▶ satisfy members' pre-planning objectives;
- ▶ analyze how a particular loss could impact their organization; and
- ▶ determine scope, cost estimating and alternative solutions.

In addition, FMIT members have access to a number of online resources and training tools.

FLORIDA MUNICIPAL INSURANCE TRUST

DISASTER PREPAREDNESS, RESPONSE AND RECOVERY



EMERGENCY SERVICE AND SUPPORT

The FMIT supports its members' response and recovery needs by providing:

- ▶ Protective and Stabilization Measures
- ▶ Temporary Emergency Repairs
- ▶ Emergency Power Generation, Fuel and Lighting
- ▶ Portable Buildings and Support Facilities
- ▶ Emergency Communications
- ▶ Emergency Transportation & Evacuation

CATASTROPHE (CAT) RESPONSE

In the event of a large-scale disaster, the **FMIT Critical Emergency Response Team (CERT)** and recovery managers bring the necessary resources to work with FMIT members for short- and long-term recovery.

REPAIR AND RECONSTRUCTION

Reconstruction of damaged property by an unplanned event, such as fire, water or natural disaster, poses additional elements generally not experienced in new construction or capital improvement projects.

Fire Damage and Deodorization

FMIT members receive professional fire and smoke damage restoration affecting commercial, industrial and governmental properties insured by the FMIT.

Water Damage and Moisture Control

Water damage can come from many forms – flood, broken pipes, etc. Experts and resources will be deployed to mitigate water damage and restore your property to pre-loss conditions.

SPECIAL INVESTIGATION UNIT

It is estimated that
insurance fraud costs
the United States
**\$80 billion or
more a year.***

Insurance fraud significantly contributes to increases in insurance costs. Insurance companies that pay out fraudulent insurance claims must have higher rates to cover those costs.

To reduce fraudulent claims against Florida Municipal Insurance Trust members, in 1999 the League created the **Special Investigation Unit (SIU)**.

Using the latest technology and practices to investigate suspicious claims, the SIU's efforts have resulted in criminal prosecutions, reduced settlement amounts, and modified physician and judge's orders.

To date, the unit's successes include:

- ▶ More than \$7.5 million in cost savings for FMIT members
- ▶ More than \$2.1 million restitution ordered
- ▶ 69 arrests and counting . . .

*Source: Coalition Against Insurance Fraud



Insurance fraud.

It's not the free ride you were hoping for.

UP TO \$5,000 REWARD

For information leading to the arrest and conviction of any person found guilty of a crime involving insurance fraud against the Florida Municipal Insurance Trust (Florida League of Cities).

REPORT INSURANCE FRAUD.

**Call 1-888-447-5877
or email Fraud@flcities.com.**



SPECIAL INVESTIGATION UNIT • P.O. Box 1757 • Tallahassee, FL 32302-1757

FLORIDA MUNICIPAL INSURANCE TRUST

DIRECTORY OF SERVICES



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125 East Colonial Drive

P.O. Box 530065

Orlando, FL 32853-0065

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PROPERTY AND LIABILITY CLAIMS

P.O. Box 538135

Orlando, FL 32853-8135

Fax: (407) 425-9378

Phone: (407) 425-9142 or (855) 364-8567



SPECIAL INVESTIGATION UNIT (SIU)

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FLORIDA MUNICIPAL INSURANCE TRUST

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Fax: (305) 441-2067

**Johnson, Anselmo, Murdoch,
Burke, Piper & McDuff, P.A.**

2455 E Sunrise Blvd, Suite 1000
Fort Lauderdale, FL 33304
Phone: (954) 463-0100
Fax: (954) 463-2444
Website: www.jambg.com

**McConnaughay, Duffy, Coonrod,
Pope & Weaver, P.A.**

1709 Hermitage Blvd., Suite 200
Tallahassee, FL 32308
Phone: (850) 222-8121
Fax: (850) 222-9766
Website: www.mcconnaughay.com

**McConnaughay, Duffy, Coonrod,
Pope & Weaver, P.A.**

2790 NW 43rd Street, Suite 300
Gainesville, FL 32606
Phone: (352) 378-4422
Fax: (352) 378-7826
Website: www.mcconnaughay.com

**McConnaughay, Duffy, Coonrod,
Pope & Weaver, P.A.**

316 S Baylen Street, Suite 500
Pensacola, FL 32502
Phone: (850) 434-7122
Fax: (850) 435-0924
Website: www.mcconnaughay.com

Quintairos, Prieto, Wood & Boyer P.A.

4905 W Laurel Street, Suite 200
Tampa, FL 33607
Phone: (813) 286-8818
Fax: (813) 286-9998
Website: www.qpwblaw.com

**Rissman, Barrett, Hurt, Donahue &
McLain, P.A.**

Tampa Commons
1 N Dale Mabry Highway 11th Floor
Tampa, FL 33609
Phone: (813) 221-3114
Fax: (813) 221-3033
Website: www.rissman.com



FLORIDA MUNICIPAL INSURANCE TRUST

TAB F

your
RESOURCE | *your*
ADVOCATE | *your*
PARTNER

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • 407.425.9142 • Fax: 407.425.9378 • www.floridaleagueofcities.com



FLORIDA MUNICIPAL INSURANCE TRUST

TAB F – REFERENCES:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Provide a minimum of three (3) and a maximum of five (5) Client References (**DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES**) within the last five (5) years for the services described in this RFSQ. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal.
References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
 1. Did they meet the terms of the contract?
 2. Did they respond in a timely manner to calls, requests, etc.?
 3. Did they provide adequate staff to take care of the needs of your company/agency?
 4. How was your experience in working with this Vendor?
 5. Overall, would you recommend this Vendor?

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please list three (3) current clients for Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services in the following order of preference: (i) Florida cities; (ii) other Florida public entities; and (iii) non-public entities:

Florida League of Cities only services public entities.

Entity: City of Altamonte Springs
Address: 225 Newburyport Avenue, Altamonte Springs FL 32701 Email: TKrewson@altamonte.org
Contact: Traci Krewson, Risk Manager Telephone: (407) 571-8068
Insurance Services/Coverages Provided: General Liability, Auto Liability, Auto Physical Damage, Property, Workers' Compensation
Period of Time Services Were Provided: Workers' Compensation - 1978 to present
General Liability, Auto Liability Auto Physical Damage, Property - 2002 to present
Which Member(s) of Service Team: John Ligon (Account Executive), Evan MacClellan (Risk & Safety Consultant); Medley Johnson (Underwriter)

Entity: City of Sanford
Address: 300 North Park Avenue Suite 2, Sanford FL 32771 Email: denver.cheek@sanfordfl.gov
Contact: Denver Cheek, Risk Management Specialist Telephone: (407) 688-5135
Insurance Services/Coverages Provided: General Liability, Auto Liability, Auto Physical Damage, Property, Workers' Compensation
Period of Time Services Were Provided: 2003 to present
Which Member(s) of Service Team: John Ligon (Account Executive), Evan MacClellan (Risk & Safety Consultant); Medley Johnson (Underwriter)

Entity: City of Winter Haven
Address: 451 Third Street NW, Lake Wales FL 33881 Email: cbowen@mywinterhaven.com
Contact: Cal Bowen, Finance Director Telephone: (863) 291-5667
Insurance Services/Coverages Provided: General Liability, Auto Liability, Auto Physical Damage, Property, Workers' Compensation
Period of Time Services Were Provided: General Liability, Auto Liability Auto Physical Damage, Property - 2005 to present
Workers' Compensation - 2011 to present
Which Member(s) of Service Team: John Ligon (Account Executive), Evan MacClellan (Risk & Safety Consultant); Medley Johnson (Underwriter)

This document must be completed and returned with your Submittal



FLORIDA MUNICIPAL INSURANCE TRUST

TAB G

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • 407.425.9142 • Fax: 407.425.9378 • www.floridaleagueofcities.com



FLORIDA MUNICIPAL INSURANCE TRUST

TAB G – REQUIRED FORMS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug-Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Professional References for Previous experience
- Form 9.8 Local Business Affidavit of Eligibility
- Service Response Form and Questionnaire.
- Compensation for Premiums Form

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

SECTION 9 – REQUIRED FORMS

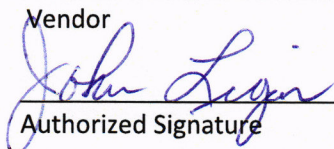
FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Vendor’s Acknowledgement Form
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- ☒ Form 9.4 – Drug-Free Preference Statement
- ☒ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- ☒ Form 9.6 – Affidavit of Anti-Collusion Form
- ☒ Form 9.7 – Professional References for Previous experience
- ☒ Form 9.8 – Local Business Affidavit of Eligibility
- ☒ Service Response Form and Questionnaire
- ☒ Compensation for Premiums Form

Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: Florida League of Cities, Inc.

Vendor



Authorized Signature

7/3/2018

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

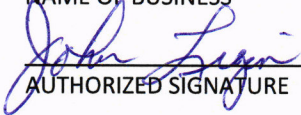
I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☒ Exceptions (list below; add additional pages if necessary):
The Florida Municipal Insurance Trust provides 45 days notice of cancellation / non-renewal
for all reasons except 10 days for non-payment of premium.

Florida League of Cities, Inc.

NAME OF BUSINESS



AUTHORIZED SIGNATURE

John Ligon, Account Executive

NAME, TITLE, TYPED

59-6001124

FEDERAL IDENTIFICATION #

PO Box 530065

MAILING ADDRESS

Orlando FL 32853-0065

CITY, STATE & ZIP CODE

(386) 479-3129 / (407) 425-9378

TELEPHONE NUMBER / FAX NUMBER

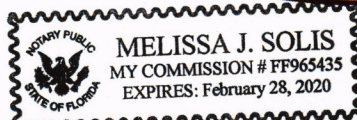
jligon@flcities.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Orange

The foregoing instrument was acknowledged before me this day of July 3, 20 18 by John Ligon, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:




Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 6/25/2018 Addendum # 2 Date: 6/27/2018

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Florida League of Cities, Inc.

Name of Business

By: John Ligon

Printed Name: John Ligon

Title: Account Executive

STATE OF Florida

COUNTY OF Orange

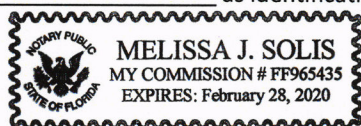
Sworn to (or affirmed) and subscribed before me this 3rd day of July, 2018, by John Ligon, as Account Executive of

(NAME) Florida League of Cities, Inc. (TITLE) _____ and who:
(NAME OF ORGANIZATION)

[Notary: please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Florida League of Cities, Inc.

Name of Business

By: John Ligon

Printed Name: John Ligon

Title: Account Executive

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 3rd day of July, 2018, by
John Ligon, as Account Executive of

(NAME)

(TITLE)

Florida League of Cities, Inc.

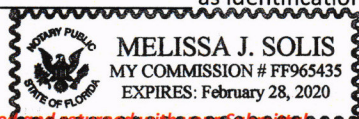
and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



This document must be completed and returned with your Submittal

Melissa J. Solis

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant John Ligon, who, being by me first duly sworn, made the following statement:

1. The business address of 125 East Colonial Drive, Orlando FL 32801 (name of Offeror or business) is Florida League of Cities, Inc.
2. My relationship to Florida League of Cities, Inc. (name of Offeror or business) is Account Executive (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Florida League of Cities, Inc.

Name of Business

By: John Ligon

Printed Name: John Ligon

Title: Account Executive

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 3rd day of July, 2018, by John Ligon, as Account Executive of Florida League of Cities, Inc. and who:

[Notary: Please select one]

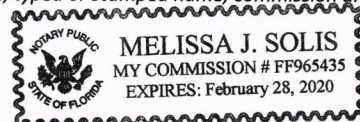
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

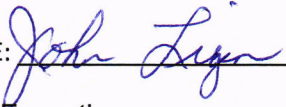
By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM:

SIGNED BY: John Ligon, Florida League of Cities, Inc.
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: 

TITLE: Account Executive

ADDRESS: 125 East Colonial Drive

CITY: Orlando STATE: FL ZIP CODE: 32801

TELEPHONE: (386) 479-3129 FAX: (407) 425-9378

COMPLETION TIME: July 3, 2018 at 11:00am

F.E.I.N. NUMBER: 59-6001124

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please list three (3) current clients for Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services in the following order of preference: (i) Florida cities; (ii) other Florida public entities; and (iii) non-public entities:

Florida League of Cities only services public entities.

Entity: City of Altamonte Springs
Address: 225 Newburyport Avenue, Altamonte Springs FL 32701 Email: TKrewson@altamonte.org
Contact: Traci Krewson, Risk Manager Telephone: (407) 571-8068
Insurance Services/Coverages Provided: General Liability, Auto Liability, Auto Physical Damage, Property, Workers' Compensation
Period of Time Services Were Provided: Workers' Compensation - 1978 to present
General Liability, Auto Liability Auto Physical Damage, Property - 2002 to present
Which Member(s) of Service Team: John Ligon (Account Executive), Evan MacClellan (Risk & Safety Consultant); Medley Johnson (Underwriter)

Entity: City of Sanford
Address: 300 North Park Avenue Suite 2, Sanford FL 32771 Email: denver.cheek@sanfordfl.gov
Contact: Denver Cheek, Risk Management Specialist Telephone: (407) 688-5135
Insurance Services/Coverages Provided: General Liability, Auto Liability, Auto Physical Damage, Property, Workers' Compensation
Period of Time Services Were Provided: 2003 to present
Which Member(s) of Service Team: John Ligon (Account Executive), Evan MacClellan (Risk & Safety Consultant); Medley Johnson (Underwriter)

Entity: City of Winter Haven
Address: 451 Third Street NW, Lake Wales FL 33881 Email: cbowen@mywinterhaven.com
Contact: Cal Bowen, Finance Director Telephone: (863) 291-5667
Insurance Services/Coverages Provided: General Liability, Auto Liability, Auto Physical Damage, Property, Workers' Compensation
Period of Time Services Were Provided: General Liability, Auto Liability Auto Physical Damage, Property - 2005 to present
Workers' Compensation - 2011 to present
Which Member(s) of Service Team: John Ligon (Account Executive), Evan MacClellan (Risk & Safety Consultant); Medley Johnson (Underwriter)

This document must be completed and returned with your Submittal

N/A - NOT APPLICABLE

FORM 9.8 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
 - The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

N/A - NOT APPLICABLE

(Form 9.8 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

SERVICE RESPONSE FORM AND QUESTIONNAIRE
City of Port Orange

Service Team / Office Information

1. List the primary agent and primary servicing office:

Primary Agent's Name: John Ligon

License Number(s): A155595

Number of Years' Experience: 20+ years

Primary Service Office: Florida League of Cities, Inc. - Orlando

Address: 125 East Colonial Drive

Orlando FL 32801

Telephone: (386) 479-3129

2. Will a Service Team be assigned to the City's account? ☒ Yes ☐ No

If yes, identify who: John Ligon (Account Executive), Evan MacClellan (Risk & Safety Consultant);
Medley Johnson (Underwriter)

3. Will a Team Leader be assigned to the City's Account? ☒ Yes ☐ No

If yes, identify who: John Ligon, Account Executive

Insurance Marketing Experience

1. Identify the number of commercial insurance accounts currently serviced by the Team Leader:

Number Florida League of Cities only services public entities.

2. Identify the number of Florida public entity accounts currently serviced by the Team Leader:

Number Approximately 115

3. List the cities currently serviced by the proposed primary servicing office and their total insured property values:

District: City of Winter Haven TIV: \$ 166,639,606

District: City of Sanford TIV: \$ 123,869,967

District: City of Altamonte Springs TIV: \$ 91,046,871

District: City of Lake Wales TIV: \$ 62,646,550

District: City of Casselberry TIV: \$ 57,826,812

4. How many Florida public entity accounts, with the following total insured values, is the proposed primary servicing office currently servicing?

Up to \$49,999,999 316

\$50,000,000 – 99,999,999 28

Over \$1,000,000,000 22

5. How many Florida public entity excess blanket property insurance programs with the following policy limits is the proposed primary servicing office currently servicing?

Up to \$49,999,999 Under question number 4, we identified the property members

\$50,000,000 – 99,999,999 in our program by Total Insured Value. The FMIT program
issues an individual insurance policy to each member and
does not utilize a shared limits approach to property insurance
like other Trusts in Florida. The same members identified
under question number 4 are all serviced within our program.

Over \$1,000,00,000 _____

6. Identify the major property insurance companies/markets your firm is currently accessing for Florida public entities. (Include

Company	AM Best Rating
See the following property reinsurance structure with list of carriers and A.M. Best rating.	
_____	_____
_____	_____
_____	_____
_____	_____

7. Identify the top five (5) companies your firm is currently accessing for Florida public entities for the following:

Company/Market	AM Best Rating
General Liability Insurance (including Errors & Omissions):	
ACE American Insurance Company	A++ XV
_____	_____
_____	_____
_____	_____
_____	_____
Auto Liability Insurance (including Inland Marine):	
ACE American Insurance Company	A++ XV
Refer to following list of property carriers.	
_____	_____
_____	_____
_____	_____
Workers' Compensation Insurance:	
ACE American Insurance Company	A++ XV
_____	_____
_____	_____
_____	_____
Property/Casualty Insurance:	
See following list of carriers, which includes Casualty / Work Comp carrier ACE.	
_____	_____
_____	_____
_____	_____
_____	_____



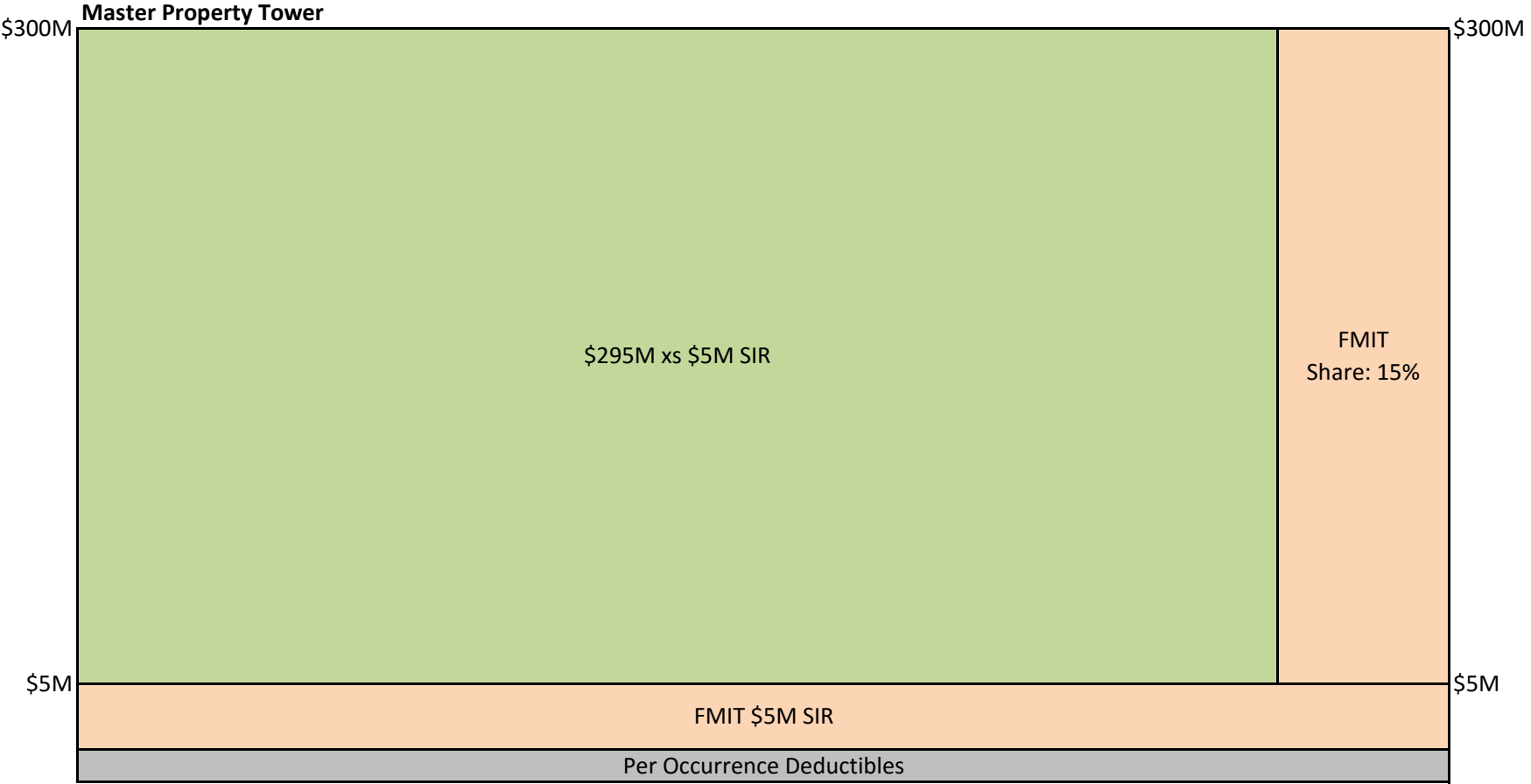
FLORIDA MUNICIPAL INSURANCE TRUST

REINSURANCE STRUCTURE

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • 407.425.9142 • Fax: 407.425.9378 • www.floridaleagueofcities.com

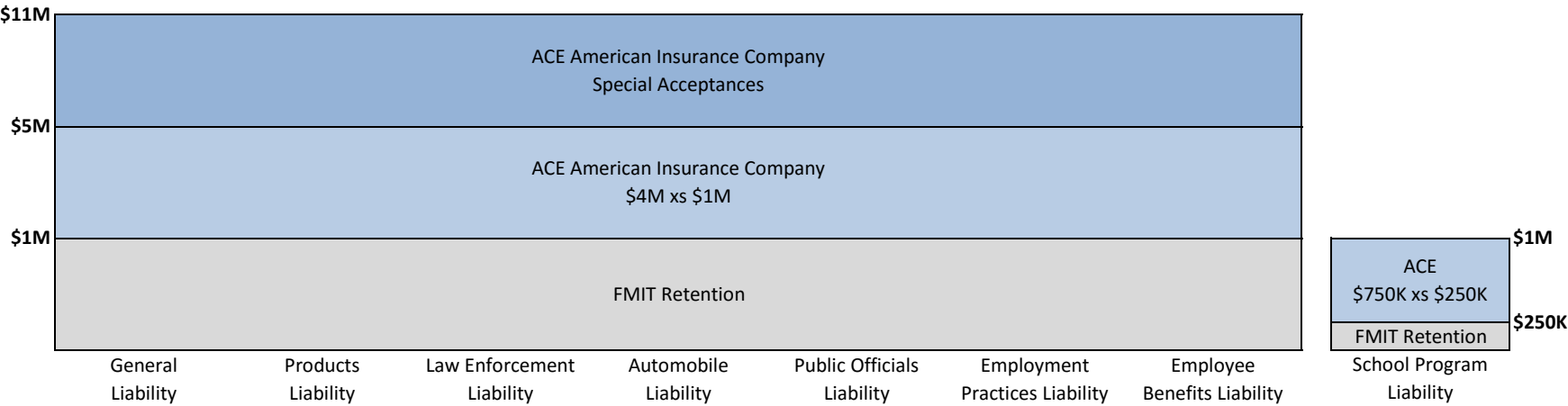
2018 - 2019 FMIT Property Reinsurance Structure - With FMIT Participations Noted



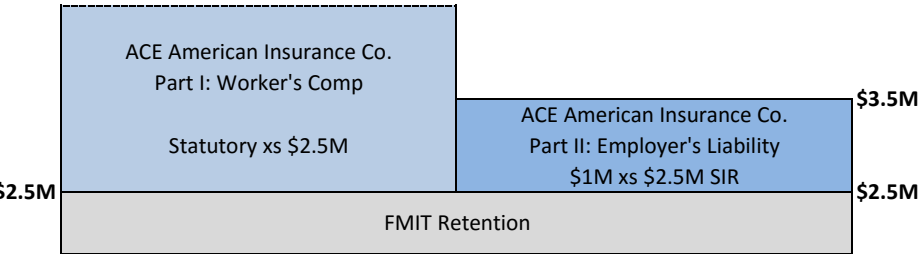
Terrorism reinsurance provided by stand-alone \$100M limit policy.

Market	A. M. Best Rating (as of May 1, 2018)
Allied World Assurance Co.	A XV
American Standard Ins. Co. of Wisconsin	A XV
Arch Reinsurance Ltd.	A+ XV
Aspen	A XV
Berkshire Hathaway	A++ XV
Canopus	A- IX
Chubb	A++ XV
Endurance American Specialty Ins. Co.	A+ XV
Evanston Insurance Company	A XV
Everst Re	A+ XV
First Specialty Ins. Corp	A+ XV
General Ins. Corp. of India	A- XV
Hallmark Specialty	A- VIII
Hamilton Re Ltd.	A- XIV
Houston Casualty Co.	A++ XV
Ironshore	A XV
Lexington Insurance Co.	A XV
Lloyds of London	A XV
Qatar Re	A XV
RSUI Indemnity	A+ XIV
Starr Surplus Lines Ins. Co.	A XV
Westchester Fire Insurance Co.	A++ XV
XL Catlin	A XV
XL Re	A XV

2017-2018 Liability Reinsurance Structure



2017-2018 Excess Workers' Compensation Structure



Claims Assistance

1. Who will provide claims assistance to the City in the event of a major property loss/emergency? Please explain the process you will employ. Please provide a sample of a denial of coverage letter.
Sample of a denial of coverage letter directly following this page.

Claims assistance to the City - John Ligon, Account Executive; Crosby Coleman, P&L Claims Manager; P&L Claims Support Staff; and Risk & Safety Management. In addition, our disaster response and recovery partner Synergy will work with us and the City to make the City whole again.

***Also, see below for further details.**

2. How will you aid in claim issues, filing notice, or resolution of coverage issues with an insurance company?

The FMIT adjusters have worked very effectively with the staff at the City of Port Orange for many years.

All adjusters are FLC staff members and the decisions on claims adjudication are all made by our staff. Also important is the FLC philosophy of defending many claims aggressively rather than making a "business decision" that is common in the insurance marketplace.

One great example is the defense of the allegations of False Arrest that were filed against the City, its Police Department and an officer. The FMIT chose to defend this case and we were ultimately successful in the verdict, which avoided payment of damages, but more importantly, exonerated the City and the Police Department. In the event of a claims dispute, the final decision may be appealed directly to the FMIT Board of Directors, which are 15 elected City officials whose cities are also insured within the FMIT program.

It is our staff that work with you and we will remain responsive and attentive to our insured members including the City of Port Orange.

This document must be completed and returned with your Submittal

***CLAIM ASSISTANCE - 1.**

Prior to a major property insurance loss/emergency, the Florida League of Cities and disaster response and recovery partner Synergy will meet with staff to discuss the scope of services provided by Synergy to assist your staff with disaster response and recovery. This meeting will assist with understanding expectations and determine the amount of assistance desired in the event of a large property loss to the City. This may include a full tabletop exercise with department heads and other staff if desired by the City.

Disaster recovery begins preparation. The Synergy team, along with FLC staff, are available to assist with this preparedness and assure a more effective response in the event of a large loss. As soon as you contact us or we are aware of a major property loss at your City, our FLC staff and Synergy will see that the City's needs are met. We will help your staff through the entire claims process and work diligently to mitigate the damage. We will work diligently to make the City whole again.



FLORIDA MUNICIPAL INSURANCE TRUST

SAMPLE: DENIAL COVERAGE LETTER

your **RESOURCE** | *your* **ADVOCATE** | *your* **PARTNER**

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • 407.425.9142 • Fax: 407.425.9378 • www.floridaleagueofcities.com

Date

Via email & Certified Mail

RE: MEMBER: Entity
CLAIM: Claim #
DATE: xx/xx/xxxx
LOCATION:

Dear :

This will serve as a follow-up on the "entity name" property claim submission on the pole barn damages at the Fairgrounds on December 11, 2012. We have completed our review into the Coverage for this loss. Our analysis of coverage is provided below.

We now refer you to the entity's **FMIT CA 1012: Coverage Agreement** as follows;

COVERAGE

The Trust will pay all sums which a member becomes legally obligated to pay as damages because of:

Bodily Injury
Property Damage
Personal Injury or
Advertising Injury

to which this Agreement and any endorsements thereto apply caused by an occurrence which takes place during the coverage period of this Agreement.

As a pre-requisite to any coverage provided by the Trust under this Agreement, the member expressly agrees to each of the General Conditions contained in the member Trust Agreement, along with the provisions of the Agreement and Declaration of Trust creating the Trust and any rules, policies and procedures adopted by the Trust, which shall be deemed a part of this Agreement, whether expressly restated herein or not.

DEFINITIONS

The following definitions apply throughout this Agreement unless modified or excluded:

T. Occurrence: means an event or accident, including continuous or repeated exposure to conditions which result in bodily injury, property damaged, personal injury or advertising injury and not arising from any form of intentional misconduct.

X. Property Damage: means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss or use thereof at any time resulting there from, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the period of this Agreement.

Page 4

We refer you to the entity's **CP10100402: Building and Personal Property Coverage Form** as follows;

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. COVERAGE:

We will pay for direct physical loss of or damage to Covered property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property- as used in this coverage part means the following type of property described in this section, A.1., and limited in A.2., Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the declarations, including:

- (1) Completed additions
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery and
 - (b) Equipment
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment
 - (b) Outdoor furniture
 - (c) Floor coverings and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering.
- (5) If not covered by other insurance:
 - (a)** Additions under construction, alterations and repairs to the building or structure
 - (b)**
 - (c) Materials, equipment, supplies and temporary structures on or within 100 feet of the described premises used for making additions, alterations or repairs to the building or structure.

2. Property Not Covered- covered property does not include:

p. The following property while outside of buildings:

- (2) Fences, radio or television antennas, including their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than “stock” of trees, shrubs or plants), all except as provided in the Coverage Extensions.

5. Coverage Extensions:

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the declarations or in the open (or in a vehicle) within 100 feet of the described premises. If a coinsurance percentage of 80% or more or a value reporting period symbol is shown in the declarations you may extend the insurance provided by this coverage part as follows:

a. Newly Acquired or Constructed Property:

- (1) You may extend the insurance that applies to building to apply to:
 - (a) Your new buildings while being built on the described premises: and
 - (b) Buildings you acquire at locations other than the described premises, intended for:
 - (i) Similar use as the building described in the declarations: or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this extension is 25% of the limit of insurance for building shown in the declarations but not more than \$250,000 at each building.

(2) You may extend the insurance that applies to your business personal property at any location you acquire other than at fairs and exhibitions. The most we will pay for loss or damage under this extension is 10% of the limit of insurance for your business personal property shown in the declarations but not more than \$100,000 at each building.

(3) Insurance under this extension for each newly acquired or constructed property will end when any of the following first occurs:

(a) This policy expires

(b) 30 days expire after you acquire or begin to construct the property or

(c) Your report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

e. Outdoor Property-

You may extend the insurance provided by this coverage form to apply to your outdoor fences, radio and television antennas, signs (other than signs attached to buildings), trees, shrubs and plants (other than stock of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are covered causes of loss:

(1) Fire

(2) Lightning

(3) Explosion

(4) Riot or Civil Commotion

(5) Aircraft

The most we will pay for loss or damage under this extension is \$1,000 but not more than \$250 for any one tree, shrub or plant.

Each of these extensions is additional insurance. The additional condition coinsurance does not apply to these extensions.

We now refer you to **FMIT PROP 03 1012: Coverage Extensions** as follows;

5. Coverage Extensions:

The limits of liability described in this Coverage Extension do not increase any other applicable limit of liability.

- v. Covered Property- The distance described in Building and Personal Property Coverage Form (CP 00 10 04 02) A (1) (a) (5) (b) and A (1) (b) is amended to read 1,000 feet of the described building in lieu of as shown.
- w. Fixtures- Fixtures, at locations described on the Member's Property Schedule including outdoor fixtures described in Building and Personal Property Coverage form (CP 00 10 04 02) A (1) (a) (2) as amended to include benches, bleachers, flagpoles, fences, gazebos, lighting, pavilions- open air, picnic tables, playground equipment, signs and statues;

If such a described fixture is valued at greater than \$25,000, the maximum payment per occurrence will be \$25,000 unless otherwise described on the Member's Property Schedule.

The most the Trust will pay under this Extension, for items not described on the member's Property schedule, is a maximum of \$100,000 in any Trust year less the deductible described on the Property, Allied Lines and Crime Declarations.

Accordingly, the FMIT's coverage analysis of the entity's pole barn claim finds the following:

1. Covered Property:

A thorough review of the entity's property schedule found that the pole barn was not described on the schedule as required by the Agreement.

2. Coverage Extension V:

Coverage Extension V under the entity's Coverage Extensions does not apply given that the pole barn is not described on its property schedule.

3. Coverage Extension W:

Coverage W under the entity's Coverage Extensions does not apply given that the pole barn is not one of the qualified structures described in Coverage W.

In sum, due to the reasons listed above we are unable to provide coverage for the entity's pole barn damage claim at the Fairgrounds that occurred on December 11, 2012. Should you have any questions, please call at 1-800-756-3042.

Respectfully,

Adjuster's Name
Property & Casualty Claims
Florida League of Cities

COMPENSATION FOR PREMIUMS FORM
(COST OF PREMIUM)
City of Port Orange

Indicate below the proposed total annual compensation for providing Commercial Lines Insurance Coverage and Loss Control/Loss Prevention Services to the City of Port Orange as outlined in the "Scope of Services" section of this RFP for the initial one (1) year service period.

10/01/2018 – 09/30/2019

Total Annual Compensation \$ 0

Please attach extra sheets needed to show breakdown of costs per instructions in Tab C.

Please indicate how compensation is calculated (*i.e.*, a commission? a fee?):

We provide coverages direct to our members with zero commissions, zero additional fees and
no contingency agreements.

Please describe all wholesaler distributor compensation, if applicable:

No wholesaler distributor compensation.

Please identify all forms of compensation from any source other than the all-inclusive Total Annual Compensation Amount listed above:

No forms of compensation from any source.

If your company proposes an alternative compensation arrangement, please provide details below:

An alternative compensation arrangement is not applicable.

If your company proposes to receive compensation on a commission basis of insurance premiums, please provide the methodology and calculation of the compensation and include separately any performance bonuses and other forms of compensation, monetary and nonmonetary, which have been received in the past or which may be expected in the future:

We provide coverages direct to our members with zero commissions, zero additional fees and
no contingency agreements.

Explain any potential conflicts of interest between your company and the insurance company that may affect the scope of services within this RFP. Explain how your company will deal with these:

No potential conflicts of interest since we are the direct writer of coverages and direct provider of services.

This document must be completed and returned with your Submittal



**CITY OF PORT ORANGE, FLORIDA
RFP TABULATION SHEET**

ALL PROPOSALS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PROPOSALS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL PROPOSALS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY

RFP NUMBER: RFP-18-22
RFP TITLE: PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES
OPENING DATE/TIME: July 6, 2018 @ 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal of Required Forms (mark "yes" or "no")		Brown & Brown	Florida League of Cities		
9.1	Submittal Checklist	YES	YES		
9.2	Vendor's Acknowledgment	YES	YES		
9.3	Addendum/Change Order Acknowledgement	YES	YES		
9.4	Drug Free Preference Statement	YES	YES		
9.5	Statement on Public Entity Crimes	YES	YES		
9.6	Affidavit of Anti-Collusion	YES	YES		
9.7	Professional References	YES	YES		
9.8	Local Business Affidavit of Eligibility	YES	NO		
	Service Response Form and Questionnaire	YES	YES		
	Compensation For Premiums Form	YES	YES		
1 Original, 1 Digital Copy		YES	YES		
Deemed Responsive?		YES	YES		

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: Joseph Castro, Buyer



CITY OF PORT ORANGE

INITIAL EVALUATION OF WRITTEN PROPOSALS

RFP 18-22 PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES

Evaluation Committee Meeting

Meeting Date: August 7, 2018 @ 10:00 am

Company Name	Evaluation Committee Members					Total Ranking Score	Final Rank
	Grace Stewart	Jeff Fontane	Alan Rosen	Lori Bockelman	Local Preference		
Brown & Brown	85	95	99	91	5	375	1
Florida League of Cities	90	80	94	90	0	354	2

SHORT LISTED FIRMS	
1	Brown & Brown
2	Florida League of Cities

Purchasing Manager:



NOTICE OF INTENT TO AWARD

RFP #18-22 PROPERTY, CASUALTY INSURANCE AND LOSS CONTROL & PREVENTION SERVICES

August 21, 2018

On July 6, 2018, purchasing received two (2) proposal for RFP #18-22 Property Casualty Insurance and Loss & Prevention Services. On August 7, 2018, a Committee Evaluation was held.

After review of the proposal submitted, City Staff has made its recommendation to award to Brown & Brown of Daytona Beach Florida for the following lines of insurance:

- Property.
- Equipment Breakdown.
- Inland Marine.
- Crime.
- General Liability.
- Law enforcement Liability.
- Public Officials /Employment Practices /Cyber liability.
- Auto Liability.
- Auto Physical Damage.
- Workers Compensation.

The committee also recommended to award to Florida League of Cities of Orlando, Florida for the following lines of insurance:

- AD&D for Police and Firefighters.
- Executive Travel AD&D.

Recommendation to Award will be presented for City Council approval on August 21, 2018.

David Battaglia
Purchasing Agent



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: Yes

SUBJECT: (B7b) Approval of Amendment No. 2 to GFOA Contract for ERP Services

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Amendment No. 2 to GFOA Contract for ERP Services.

SUMMARY: The City entered into a contract with the Government Finance Officers Association (GFOA) for assistance with Enterprise Resource Planning (ERP) selection and implementation on July 28, 2017. The City executed an amendment to the contract on July 2, 2018 to include one additional process improvement, not included in the original contract.

The original contract is set to expire on November 30, 2018. However, staff does not expect to have chosen an ERP vendor and negotiate a contract until at least January 1, 2019. Therefore, in order to ensure that the contract with GFOA continues until their work is complete (which includes assistance with the negotiations), staff is requesting to extend the contract until such time as the City executes a contract with an ERP vendor.

This request only includes an extension for time and does not change the scope or price of the original contract.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Amendment Number 2	Amendment Number 2.pdf
2.	GFOA Contract - Executed	GFOA Contract - Executed.pdf
3.	GFOA Amendment 1 - Executed	GFOA Amendment 1 - Executed.pdf

Alan Rosen
Jane Davis
James Tillman
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 07/09/2018
Approved - 07/23/2018
Approved - 07/23/2018
Approved - 08/09/2018
Approved - 08/10/2018
Final Approval - 08/10/2018

**Amendment Number 2 of the Master Services Agreement between the CITY OF PORT
ORANGE, and the Government Finance Officers Association**

This Amendment Number 2 between the CITY OF PORT ORANGE, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida, 32129 (“City”) and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation having its offices at 203 North LaSalle Street, Suite 2700, Chicago, IL 60601 (“Consultant” or “GFOA”)

WHEREAS, the Client and GFOA are parties to an Agreement dated July 28, 2017 (“Agreement”); and

WHEREAS, The Client and GFOA executed an amendment to the original agreement on July 2, 2018; and

WHEREAS, the Client and GFOA desire to amend the Agreement for additional time to complete the scope of work, and to contract with ERP vendor for software and implementation;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the Client and GFOA agree as follows:

1. Section 1 (b) PROVISION OF SERVICES – TERM of the Agreement is updated to increase the contract period from November 30, 2018, until award of an ERP vendor and execution of all contract documents, whichever shall occur last.
2. All other terms and conditions of the Agreement shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 as of the dates set forth below.

GFOA

BY:

PRINT NAME:

PRINT TITLE:

DATE:

CITY

BY:

PRINT NAME:

PRINT TITLE:

DATE:



CITY OF PORT ORANGE PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is entered into this 28 day of July, 2017, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and GOVERNMENT FINANCE OFFICERS ASSOCIATION OF THE UNITED STATES AND CANADA, INC. ("Consultant"), an Illinois corporation whose principal address is 203 N. Lasalle Street, Suite 2700, Chicago, Illinois 60601. The City and Consultant are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Consultant hereby agrees to provide the City of Port Orange with assistance in Enterprise Resource Planning ("ERP") Selection and Implementation, as more specifically described in Consultant's Proposal dated February 3, 2017, revised March 28, 2017 and Consultant's Price Proposal, attached in part hereto as Exhibit "1." A complete copy of Consultant's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and shall continue until May 31, 2018. Thereafter this Contract shall automatically renew each successive month, not to exceed six (6) renewals, unless Consultant has received notice of non-renewal by the 1st day of the month for the current renewal (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Consultant acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Consultant under this Contract shall be in the form of a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Consultant at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Eighty-Six Thousand Six Hundred Twenty-Five and 00/100 Dollars (\$86,625.00), during the term of this Contract including all renewals. The City's obligation to pay Consultant under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Liens. Consultant acknowledges that Consultant shall not be entitled to lien the City or other public property.

4. Contract Administration. The Assistant City Manager, Alan Rosen, shall perform contract administration of this Contract. The ERP Manager shall be designated by Alan Rosen. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Consultant, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Consultant shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any sub-consultants except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Consultant as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Consultant shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Consultant shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Consultant by reason of termination under this clause, the Finance Director shall pay the Consultant the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Consultant is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Consultant may appeal any claim to the City Council in accordance with Paragraph 18 of this contract concerning disputes.

6. Termination for Convenience for Sub-consultants. In accordance with the termination for the convenience of the City provision of this contract, the Consultant shall include similar provisions in any subcontract, and shall specifically include a requirement that sub-consultants make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Consultant from any recovery from the City whatsoever of loss or damage sustained by a sub-consultant as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

(a) The Consultant agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Consultant involving transactions related to this Contract.

(b) The Consultant further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the sub-consultant agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Consultant involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Consultant shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONSULTANT QUESTIONS RELATING TO CONSULTANT'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Consultant. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Consultant shall maintain insurance during the life of this Contract. Consultant shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Consultant shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Consultant shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Consultant for the reasonable additional costs of increased coverage.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☐	Officer(s) Exemption	Documentation Required for Exemption: (must be attached to Purchase Order) ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$ _____, unless otherwise required by law.		

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Consultant to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Consultant's cost of, or time required for the performance of the work hereunder, Consultant shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Consultant, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Consultant need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. Liability for Loss or Damage. Consultant shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Consultant, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Consultant, his/its agents, servants and employees. Consultant shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury. Consultant's obligation for liability and to indemnify and hold the city harmless as described in paragraph 15 shall be subject to the Consultant's Proposal limitation, so long as Consultant maintains all required insurance coverage during the contract term as extended, if any, and Consultant and its insurer does not unreasonably deny the payment of claims.

16. Non-discrimination. During the performance of this Contract, Consultant agrees as follows:

(a) Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Consultant. Consultant agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Consultant agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Consultant shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that Consultant is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Consultant shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each sub-consultant or vendor.

17. E-Verify. Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of this Agreement and shall expressly require any sub-consultant performing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the term of this Agreement.

18. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Consultant, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

19. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

20. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

21. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

22. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

23. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Alan Rosen, Assistant City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Consultant: Government Finance Officers Association of the United States and Canada, Inc.
Attention: Michael Mucha, Director, Research and Consulting
203 N. LaSalle Street
Suite 2700
Chicago, Illinois 60601
(312) 977-9700 – business
mmucha@gfoa.org

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

24. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Consultant and the City until the City signs this Agreement.

25. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

[Signature]
Printed Name: Michael J. Mocha

Printed Name: _____

GOVERNMENT FINANCE OFFICERS ASSOCIATION
OF THE UNITED STATES AND CANADA, INC.

By: [Signature]
Christopher P. Morrill, CEO

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Office of the Illinois Secretary of State, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 7-24-17

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 24 day of July, 2017, by Christopher P. Morrill, as CEO of Government Finance Officers Association of the United States and Canada, Inc., an Illinois corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.

Natalie A. Laudadio
Notary Public, State of Illinois
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate

Printed Name: Barbara J. Abbate

Michelle Cusella

Printed Name: Michelle Cusella

By: Donald O. Burnette

Donald O. Burnette, Mayor

Date: 7/28/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of July, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



BARBARA J. ABBATE
MY COMMISSION # GG 074818
EXPIRES: April 26, 2021
Bonded Thru Budget Notary Services

Barbara J. Abbate

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

Witnesses:

ATTEST:

Barbara J. Abbate

Printed Name: Barbara J. Abbate

Michelle Cusella

Printed Name: Michelle Cusella

By: Robin L. Fenwick

Robin L. Fenwick, CMC, City Clerk

Date: 7/28/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of July, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



BARBARA J. ABBATE
MY COMMISSION # GG 074818
EXPIRES: April 26, 2021
Bonded Thru Budget Notary Services

Barbara J. Abbate

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

PROPOSED TO:



City of Port Orange, FL

For

OTP 17-09

**Assistance with Enterprise Resource Planning (ERP)
Selection and Implementation**



Research and Consulting Center

**Government Finance Officers Association
(GFOA)**

February 3, 2017

REVISED March 28, 2017

Note: *This proposal and description of GFOA methodologies is for the entity listed above.*



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, IL 60601-1210
312.977.9700 fax: 312.977.4806

March 28, 2017

O.T. Powell
Finance Department
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

EMAIL: apetrus@co.lucas.oh.us

Dear O.T.,

The Government Finance Officers Association (GFOA) is pleased to present this revised proposal to the City of Port Orange, FL (The City) for consulting services to assist with the City's ERP project. The services described here provide more information and define the specific scope of work to go along with GFOA's quote submitted on the City's form in response to OTP-1709. Services have been revised as discussed on our phone call this morning.

Over 500 governments have found value in our experience, expertise, and detailed approach to ERP projects. In addition to facilitating the procurement process leading to a favorable contract and detailed statement of work, we focus on business process improvement and organizational readiness to increase the likelihood of project success. As one of the premier membership associations for public-sector professionals, GFOA can offer independent, objective, and best practice focused consulting services consistent with our mission to improve government management.

If there are any questions or you would like to discuss the proposal, please let me know.

Sincerely,

Michael J. Mucha
Director, Research and Consulting Center
Government Finance Officers Association

Phone: 312-977-9700
Fax: 312-977-4806
Email: mmucha@gfoa.org

Washington, DC Office
660 N. Capital Street, NW • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780
www.gfoa.org



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GFOA Qualifications

About GFOA

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 19,000 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA's mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, consulting and leadership.

GFOA's Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments' financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges. Approximately 20 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. This practice now represents the majority of all GFOA engagements and GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice in the public sector. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process.

History of GFOA Technology Consulting

As the Year 2000 approached and many governments began procuring and implementing new financial systems in preparation for potential Y2K issues, GFOA members demanded expertise with assessing an organization's options, guidance on implementing best practices, insight into the software market, and assistance in negotiating contracts. Many firms provided these services, but were also often connected to software or implementation firms and were in a position to directly benefit from their recommendations. **GFOA's position as a mission focused non-profit organization is completely independent and can provide truly objective recommendations.** GFOA does not implement software and has no interest in expanding into this role in the future. Our focus is exclusively on providing current and unbiased recommendations to our clients and all GFOA members and public sector organizations. The ERP market has undergone significant change in recent years and governments are increasingly more reliant on technology to implement financial management best practices. With our consulting experience and continued research, GFOA has been able to improve its approach and generate additional value for our clients through reduced costs, reduced



risk, and best practice recommendations to improve not only technology, but also business process.

Proposed Project Team

GFOA and all GFOA consultants have no pre-existing bias towards any solution. GFOA provides the proposed services to fill the need for governments to have objective, trusted advice on assessing and procuring enterprise software and related services. Unlike many other firms that provide similar services, we do not have any business relationships with software firms, system integrators, or others that would compromise our ability to work solely towards achieving your project goals and providing uncompromised, objective guidance.

All GFOA consultants that would be assigned to this project will have multiple years of experience with similar projects, continually conduct market research, and have prior public sector work experience. In addition, all GFOA consultants have managed projects similar to this engagement. As a result our consultants are able to understand your unique needs and future goals, and help provide recommendations and advice from within the team. We understand the current market and will work to transfer that knowledge to the City so it not only creates a recommended plan for implementation, but also so that implementation of that plan is successful.

Depending on specific dates and contracted scope for the project, GFOA would work with the City to identify an appropriate project team. Resumes and bios for GFOA consultants are available at <http://www.gfoa.org/about-gfoa/staff-directory>

All consultants work out of GFOA's Chicago office.

** GFOA will not use subcontractors for this project unless approved by the City.*



Line Item 1-6: Description of Services

GFOA's approach focuses on business process analysis and improvement prior to an ERP implementation. Many organizations make the mistake by not taking full advantage of the ERP planning and procurement process. Developing an RFP or selecting a new system is the easy part. Making key decisions on defining goals, working to define an achievable scope, properly planning to ensure sufficient resources to carry out the project, and preparing a vision of what you want the future state to look like are critical to a successful ERP project. When considering cloud options, there are additional considerations for the project – most importantly service level agreements.

GFOA's services are organized into six (6) separate line items (referred to here as "tasks") to be consistent with the City's request for quote. Each task builds off of earlier tasks to help the City through the process of evaluating needs, determining the appropriate scope and strategy for moving forward, establishing governance structures, and

Tasks are listed below:

- Task 1: Mapping of Current and To-Be Process
- Task 2: Review Functional Requirements
- Task 3: Assist in Drafting RFP
- Task 4: Provide Technical Assistance During Selection
- Task 5: Provide Contract Negotiation Services
- Task 5: Contract Negotiations
- Task 6: Implementation Transition (OUT OF SCOPE)

Task 1: Mapping of Current and To-Be Process

GFOA will meet with stakeholders and gather information on how the system is currently being used and how it supports business processes. GFOA will also facilitate a focus group meeting to document and analyze business processes for the identified processes (a listing is provided below). For each process we will facilitate the development of a process map (also called a process flow diagram or value stream map). These documents provide a visual tool to analyze a given business process, and facilitates the discovery of improvement opportunities. GFOA uses Microsoft Visio to develop the maps, and documents an accompanying narrative in Microsoft Word. All maps will be provided to the City in a format accessible for the City (example PDF or MS Word document).

GFOA's mapping process is a highly collaborative one and will involve participation of a wide variety of stakeholders. This step is extremely important to the success of the project and allows various stakeholders to better understand existing processes (including limitations and inefficiencies).



*Assistance with ERP
Selection and Implementation*

As part of this process, GFOA will also begin to discuss improvement opportunities.

Note: Those processes or "tasks" labeled below with a "" will be mapped by the City. GFOA will review maps and work into the project.*

Process List	
Process	Task / Topics
Accounting	• Chart of Accounts • General Ledger Transactions • Internal Service Charges* • Activity Costing* • Grant / Project Tracking • Financial Reporting
Budget*	• Operating Budget • Capital Improvement Planning (CIP) • Capital Budget • Budget Adjustments / Amendments
Procure – Pay	• Vendors • Purchase Requisitions ○ Bid Quote ○ RFP / RF1 / RFQ • Purchase Orders ○ Contracts • Change Order • Receiving ○ Inventory • Accounts Payable
Customer Billing* <i>(does not include utility billing or other specialized billing)</i>	• Customer File • Billing • Accounts Receivable ○ Aging ○ Collections
Treasury *	• Cash Receipts • Disbursements • Interest Allocation • Bank Reconciliation
Asset Management*	• Asset Acquisition • Asset Lifecycle ○ Work Order ○ Inventory • Depreciation • Transfer / Disposal / Retirement
Human Resources	• Positions • Employee File • Benefit Enrollment



Process List	
	• Personnel Evaluations • Disciplinary Actions / Grievance • Risk Management (Injury / Workers Comp) • Training / Certifications
Personnel Actions	• Recruitment • New Hire • Personnel Actions (Salary Adjustment / Position Change)
Time Entry – Payroll	• Time Entry • Time Approval • Payroll Calculations • Payroll Processing • Leave Management (FMLA)

In addition to the maps, GFOA will work with City staff to prepare a comprehensive system inventory. GFOA utilizes several methods of identifying systems including: business process maps, surveys, focus groups, departmental staff interviews, and system observations. Often the exercise of developing a system inventory is an ongoing task as new systems are continually identified. Included in the system inventory, GFOA includes all commercial applications, home grown applications, shadow/silo systems, stand-alone spreadsheets or databases, forms, records, notes, or other tools that either store information or are used for business process transactions. From experience, GFOA has found that identification of a comprehensive system inventory is an effective way of identifying business process improvement options (especially those that relate to elimination of redundant tasks) and a vital ERP implementation readiness activity. GFOA will assist the City in preparing a system inventory by providing templates and guidance, but GFOA expects that the City will take a lead role in documenting current systems.

Once maps are developed, GFOA consultants will conduct an analysis to benchmark the existing processes against recognized City government and public sector best practices (*Note: part of this analysis will occur during the mapping sessions*) and will develop process recommendations for improvement.

For those identified processes, GFOA consultants identify potential changes to the process based upon our knowledge of best practice, ERP functionality and how these features are best utilized in City and public sector organizations. The base maps are then marked up as part of discussions and meetings with the City as part of a recommendation into potential business process improvements. This documentation will also highlight potential change impacts and identify change management strategies and success factors for moving forward.





Task 2: Review Functional Requirements

A key part of the RFP will be the development of detailed functional requirements that will be important throughout the selection project and throughout implementation. For the processes that are determined to be in scope, GFOA consultants will work with the City project team members to review, validate and ultimately make decisions on the high-level to-be process definition. GFOA will then review the functional requirements that the City has developed and provide feedback on additional requirements that are necessary or requirements that are not consistent with the to-be process. It is expected that GFOA will be reformatting and re-organizing the City's requirements to be consistent with the process documentation created in the project.

GFOA prefers that the business process decisions guide the functional requirements for each major step in the process. At each step in the business process we will match the City's requirements and ensure that requirements are aligned to our process maps that will be included in the eventual RFP.

GFOA will also ensure that requirements development focuses on functional requirements that define "what" needs to be completed (such as tasks, outputs, interfaces, calculations, processing, etc.) and not on "how" the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built in processes to make the City more efficient.

It is expected then that the requirements serve as the base document that establishes a template for proposal comparisons, the scope of the implementation project, the base level criteria for user acceptance testing, and the standard for post implementation warranty.

Task 2: Develop Request for Proposal (RFP)

In this phase, GFOA will develop a detailed Request for Proposals (RFP) document. The GFOA RFP format is designed to remove disparity between proposals and to provide as close to an apples-to-apples comparison as possible. In addition, GFOA develops all RFP's with the end goal in mind -- a successful contract that mitigates risk and leads to a successful project.

GFOA has a template RFP that was specifically designed for ERP procurements and that we have continually updated as required by changes in the ERP market.

When complete, the RFP document will incorporate information developed with many of the other deliverables from this project including:



- 1) Procurement terms and conditions
- 2) Detailed vendor response templates
- 3) Functional Requirements
- 4) Interface Definition
- 5) Technical Documentation
- 6) Key Objectives / Goals / Critical Success Factors for the Project
- 7) Service Level Agreements
- 8) Other information necessary for vendors to prepare detailed response that meets the City's needs.

Task 4: Vendor Selection

GFOA's system selection and procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible enough to adapt to local procurement laws or other unique situations. In addition, the approach is continually enhanced by feedback from the hundreds of public sector clients that we work with, our own staff experience, and the vendor community. We strive to get the best deals for our clients and often go against what the vendor's describe as "industry standards."

Through defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. Each step is an opportunity to negotiate terms, address risks, and provide methods for holding stakeholders accountable. Overall, our approach is focused on identifying and mitigating risks throughout the procurement process. GFOA's RFP template provides the opportunity to focus the evaluation on key risk factors in the implementation and separates actual proposal from marketing buzzwords. GFOA's standard evaluation process includes the three steps described below.

Step 1: Conduct Proposal Assessment

Upon receiving the written proposals from vendors the City's project team will begin an assessment and analysis of all proposals. GFOA will assist with this assessment by reviewing proposals and providing comments on potential risks, issues, and any significant weaknesses/gaps and/or strengths. GFOA can also leverage our extensive experience to compare each proposal to industry standards. All key findings will be documented in a brief proposal assessment report that identifies GFOA's findings. This report will also identify additional information that will be needed from vendors going forward.

In addition, at the City's request, GFOA can provide training to the City's evaluation team on how to evaluate a proposal. GFOA's training will discuss common issues with proposals, vendor's "tricks," and an overview of important issues to look out for.

GFOA expects that after reviewing proposals, the City elevates a limited number of vendors for onsite demos/interviews. Typically, governments will elevate three vendors.



Step 2: Software Demos and Interviews

GFOA staff will develop detailed demo scripts for each vendor. Demo scripts are based heavily on the requirements and business process decisions built in early tasks. Also, GFOA's approach to software demos provides a focus on implementation activities. Typically time devoted to implementation and demo is split 50/50. GFOA believes that it is critical for vendors to explain HOW the software will be implemented along with the features of the software. The greatest system in the world will not be useful if it is not configured and implemented correctly to meet the needs of the organization.

The City will be responsible for facilitating vendor demos.

GFOA expects that after this first round of software demos and interviews, the City elevates two vendors.

Step 3: Discovery

Discovery acts as the City's final opportunity to clarify unresolved issues before it makes its final elevation. Prior to Discovery, GFOA will develop a Request for Clarification (RFC) letter for each vendor that was elevated. Then, during Discovery, each remaining vendor is invited back on-site for one more day of presentation. During this presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope are clarified and vendors are asked to make any necessary revisions to their proposal. The main focus of this session is to plan the implementation so that the City and vendor can later develop a detailed statement of work. GFOA will facilitate the Discovery session for two proposal teams. Additionally, by clarifying outstanding issues at Discovery, development of the statement of work becomes easier. At the conclusion of Discovery, the City will enter contract negotiations with one vendor.

GFOA expects that after Discovery, the City identify a finalist vendor. If it is not possible for the City to identify a finalist vendor, GFOA will facilitate additional clarification rounds.

Task 5: Contract Negotiations

GFOA will be involved with the negotiation of any applicable software license contract, software maintenance agreement, hosting / SaaS agreement or implementation services agreement. In addition, GFOA will lead the development of the statement of work. The statement of work is the critical document that outlines responsibility for the implementation. GFOA will ensure that the City's statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings during implementation.

Also, for cloud contracts, it is essential that the City identify and negotiation appropriate service level agreements and other contractual provisions that establish performance standards and identify role responsibility. GFOA will take the lead in establishing this documentation.



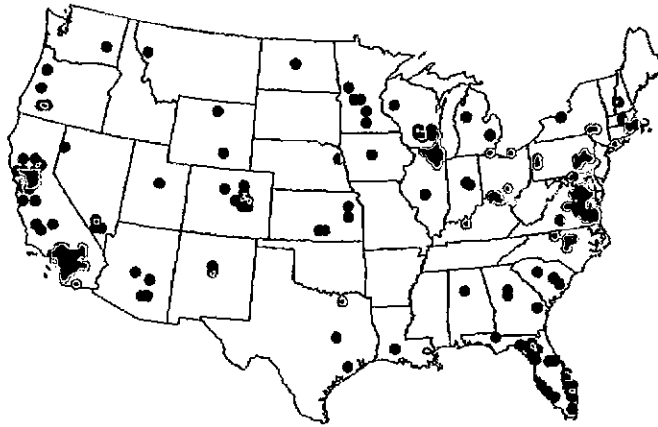
Task 6: Implementation Transition

OUT OF SCOPE.



Line Item 7 - GFOA Experience

Over the past 20 years, GFOA's technology consulting practice has grown to become the market leader in assisting local governments through the process of assessing current systems, understanding the vendor marketplace, facilitating procurement of new systems, and providing detailed analysis and contract negotiation assistance to protect the best interests of governments *and* help reduce implementation risk. In that time, we have assisted approximately 500 cities, counties, school districts, and special district governments with system selection, contract negotiation, and implementation readiness for ERP systems. The map and table below represents a sample of GFOA's recent ERP projects.



Select Projects from Florida:

Cities:

City of Cape Coral
City of Fort Meyers
City of Plant City
City of Tampa
City of Weston

Counties:

Broward County
Hillsborough Count
Martin County
Nassau County
Pinellas County
Polk County
Volusia County

Special Districts:

Broward County
Schools
Broward County
Sherriff's Office
Emerald Coast Utilities
Leon County Public
Schools
Marion County Public
Schools
Orland-Orange
Expressway Authority
Pasco County Schools
Orange County Schools
Volusia County Schools



Select Projects from Past Five (5) Years

- Aspen, City of (CO)
- Bartlesville, City of (OK)
- Benicia, City of (CA)
- Berkeley, City of (CA)
- Berlin, Town of (MD)
- Beverly Hills, City of (CA)
- Boulder County (CO)
- Brookline, Town of (MA)
- Chaska, City of (MN)
- Colorado Springs, City of (CO)
- Cook County (IL)
- Danbury, City of (CT)
- Dodge County (WI)
- Douglas County (KS)
- Dunn County (WI)
- Emerald Coast Utility Agency (FL)
- Eugene, City of (OR)
- Frederick County (MD)
- Gila River Indian Community
- Kenosha County (WI)
- Lehigh County (PA)
- McHenry County (IL)
- Pasco County Schools (FL)
- Philadelphia, City of (PA)
- Pinal County (AZ)
- Plant City, City of (FL)
- Polk County (FL)
- Port of Longview (WA)
- Prince George's County (VA)
- Roseville, City of (CA)
- Routt County (CO)
- San Bernardino County (CA)
- San Juan County (NM)
- Sonoma County (CA)
- St. Cloud, City of (MN)
- St. Croix County (WI)
- Westerville, City of (OH)
- Weston, City of (FL)
- Yolo County (CA)
- Yuba County (CA)



Line Item 8 – GFOA Experience Past 2 Years

City/County	Population	Old Vendor	New Vendor
City of Aspen, CO	6,800	Tyler EDEN	Oracle Cloud
City of Bartlesville, OK	36,000	Harris GEMS	Tyler MUNIS
City of Berkeley, CA	119,000	SunGard HTE	Tyler MUNIS
Town of Berlin, MD	4,000	Custom	Tyler Incode
City of Boulder, CO	103,000	SunGard IFAS	Tyler MUNIS
City of Chaska, MN	25,000	Tyler	Tyler MUNIS
Colorado Springs, CO	440,000	PeopleSoft	PeopleSoft
Cook County, IL	5,200,000	Oracle JDE	Oracle EBS
Dodge County, WI	89,000	Oracle JDE	Tyler MUNIS
Douglas County, KS	115,000	Harris GEMS	SunGard ONE Solution
DuPage County, IL	932,000	CGI	Infor / Lawson
Dunn County, WI	44,000	Oracle Dunn	SAP
City of Eugene, OR	150,000	PeopleSoft	PeopleSoft
Kenosha County, WI	168,000	Oracle JDE	Microsoft AX
Lehigh County, PA	360,000	Custom	Tyler MUNIS
City of Plant City, FL	37,000	SunGard HTE	Tyler MUNIS
City of Roseville, CA	129,000	SunGard HTE	Oracle Cloud
San Bernardino County, CA	2,000,000	CGI	SAP
City of St. Cloud, MN	67,000	ACS	SunGard ONE Solution
St. Croix County, WI	85,000	Sun	Oracle Cloud
City of Westerville, OH	35,000	SunGard HTE	SunGard ONE Solution



Line Item 9 – References

References



City of Eugene, OR

Contact: Vicki Silvers
Phone: (541) 682-5082
Email: Vicki.J.Silvers@ci.eugene.or.us

Services Provided: GFOA is currently working with the City of Eugene and recently completed the business case assessment and recommendation of ERP strategy for the City. GFOA is currently working on business process improvement with the City.



City of Plant City, FL

Contact: Gib Mitchell
Phone: (813) 699-4200
Email: gmitchell@plantcitygov.com

Services Provided: GFOA worked with the City to conduct an initial needs assessment, including process mapping of all of the City's core administrative processes. GFOA also developed requirements and an RFP, facilitated the selection project, negotiated the City's ERP contract and provided ongoing project management assistance and quality assurance during the implementation.



City of Westerville, OH

Contact: Gina Love
Phone: 614-901-6442
Email: gina.love@westerville.org

Services Provided: GFOA was engaged by the City to conduct an initial assessment of the City's administrative systems. GFOA also facilitated process for business process improvement, requirements and RFP development, system selection, and contract negotiation. The City was a SunGard Naviline customer and chose to implement SunGard ONESolution. GFOA is currently engaged to provide quality assurance services throughout that implementation.



Contract Requirements

- The City's staff will be reasonably available for interviews and will participate in the project as agreed upon and appropriate. The City agrees not to cancel meetings once established (which would increase our travel costs).
- Unless otherwise stated, the City agrees to confirm acceptance of deliverables within a mutually agreed upon number of business days. If a deliverable is not accepted, the City must state in writing to the GFOA Project Manager the changes needed to the deliverable to gain acceptance.
- The GFOA conducts the majority of the engagement work on a fixed-fee engagement, where payment is due upon completion of deliverables. If any work is to be billed using a time and expense method, the time and expense portion of the engagement will be billed on a monthly basis at the hourly rate specified in the cost section of this proposal.
 - *Note: All services are currently proposed as fixed price.*
- When performing work on-site, GFOA staff will be provided appropriate workspace and access to copiers, projectors, workspace, and miscellaneous office supplies if necessary.
- As an educational, nonprofit, professional membership association, the GFOA reserves the right to publish non-confidential documents describing the results of, or created during, the services described in this scope of work. The GFOA will not publish any item with the name of the City without obtaining prior written consent of the government.
- GFOA is a nonprofit membership association made up of members representing organizations like the City. Therefore, the GFOA's liability and indemnification under any agreement reached with your organization will be limited to the extent of claims paid by insurance coverage currently in force.
- The fees set forth in this proposal do not include any tax or other governmental imposition including, without limitation, sales, use, or excise tax. Additionally, GFOA has not included costs to acquire any necessary state or local permits or business licenses that may be required to do business with the City. If applicable, the City would be responsible for reimbursement of such expenses.
- The City recognizes that GFOA's role is to provide information, analysis and advisory services. As such, GFOA bears no responsibility for the performance of the software, hardware, or implementation service suppliers.



Amendment Number 1 of the Master Services Agreement between the CITY OF PORT ORANGE, and the Government Finance Officers Association

This Amendment No. 1 between the CITY OF PORT ORANGE, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida, 32129 ("City") and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation having its offices at 203 North LaSalle Street, Suite 2700, Chicago, IL 60601 ("Consultant" or "GFOA")

WHEREAS, the Client and GFOA are parties to an Agreement dated July 28, 2017 ("Agreement"); and

WHEREAS, the Client and GFOA desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the Client and GFOA agree as follows:

1. Section II CITY OBLIGATIONS of the Agreement is updated to increase the not to exceed amount by seven thousand dollars (\$7,000) to ninety-three thousand six hundred twenty five and 00/100 dollars (93,625).
2. Exhibit 1 Line Item 1-6 is modified to include the scope of processes listed below.

Utility Billing	• Customer File • Property File • Meter Inventory • Meter Read • Billing • AR • Payment Receipts • Service Order
-----------------	--

3. All other terms and conditions of the Agreement shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

GFOA

BY: _____

PRINT NAME:

Michael Mucha

PRINT TITLE:

Deputy Executive Director

DATE:

6/20/18

CITY

BY: _____

PRINT NAME:

Donald O. Burnette

PRINT TITLE:

Mayor

DATE:

7/2/18



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: Yes

SUBJECT: (B7c) Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

DEPARTMENT: City Manager

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the cooperative economic development agreement with Team Volusia Economic Development Corporation in the amount of \$29,812 for fiscal year 2019 and authorize Mayor and City Clerk to execute all applicable documents.

SUMMARY: Team Volusia Economic Development Council (TVEDC) serves as a countywide public-private economic development agency. TVEDC coordinates economic development activities and prospects with City staff as well as the Volusia County Department of Economic Development. The annual contract amount of \$29,812 ensures the City Manager a position on the Executive Board. TVEDC's primary purpose is to support business growth and recruit new businesses to the area. The contract requires them to report quarterly to the City Council. Funding for public agencies is based upon a rate of \$0.50 per capita. The Bureau of Economic and Business Research (BEBR) April 1, 2017 Estimates of Population report was used to determine the estimated 2017 population. The estimated population of Port Orange in this most recent updated report was 59,625. Based on this information, the contract for FY 2019 is \$29,812.50, however it has been rounded down to the nearest dollar (\$29,812).

Project No.: Funding Account No.: 001-1000-519.81-19

ATTACHMENTS:

1.	Team Volusia Agreement	Team Volusia Agreement.pdf
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Alan Rosen
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 07/20/2018
Approved - 08/06/2018
Approved - 08/09/2018
Approved - 08/10/2018
Final Approval - 08/10/2018

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2018 by and between the City of Port Orange, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

WHEREAS, the TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through the TVEDC; and

WHEREAS, the City Council of the City of Port Orange has agreed, subject to appropriation, the amount of **Twenty-Nine Thousand, Eight Hundred Twelve Dollars (\$29,812.00)** at 50 cents per capita (Port Orange population 59,625 as indicated at www.bebr.ufl.edu/population), in the budget for the fiscal year 2018–2019 to support economic development activities, and such sum qualifies the City for a seat on the TVEDC Executive Committee.

WHEREAS, the City of Port Orange desires to contract with the TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and the TVEDC hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well being of the citizens of the City. To this end, the City desires to contract with the TVEDC in order to provide for implementation of the economic development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to the TVEDC the sum of Twenty-Nine Thousand, Eight Hundred Twelve Dollars (\$29,812.00), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual, two (2) semi-annual or four (4) quarterly payments that total the agreed amount beginning on October 1, 2018. The TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The City will receive quarterly

reports which detail the activities of the TVEDC including the most recent monthly financial statement. The City shall contact the TVEDC in writing when future funding for the TVEDC is discussed at a public meeting.

3. **Program Requirements.** The TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City of Port Orange and to foster expansion of existing businesses within the City of Port Orange; pursuant to TVEDC's Program of Work approved by TVEDC Board of Directors.
4. **Report of Operations.** Upon request, the TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
5. **Future Appropriations.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
6. **Term of Agreement.** This agreement shall commence on October 1, 2018 and shall continue in force for a one-year period ending September 30, 2019. In addition, this agreement may be terminated upon any of the following events;
 - a. Written notice by the TVEDC to the City termination of the Agreement with or without cause.
 - b. Written notice by either party to the other party of termination of the Agreement for failure or breach of the other party to perform its obligations hereunder.
 - c. Approval of a resolution by the City Council amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.
7. **Notices.** Notices required under this Agreement shall be sent by email, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

City: City Manager
 City of Port Orange
 1000 City Center Circle
 Port Orange, FL 32129

TVEDC: Keith A. Norden, CEcD
 President & CEO
 Team Volusia EDC
 One Daytona Blvd, Suite 240
 Daytona Beach, FL 32114

8. **Indemnification.** The TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the grossly negligent or malicious performance of its operations under this Agreement.
9. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____ 2018.

City of Port Orange, a Florida municipal corporation

By: _____ Date: _____
City of Port Orange, Mayor

Attest: _____ Date: _____
City of Port Orange – City Clerk

Team Volusia Economic Development Corporation, a Florida non-profit corporation

By: _____ Date: _____

Title: _____

Attest: _____ Date: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: Yes

SUBJECT: (B7d) Approval of Contract Assignment - Taka Elevator Company (contract CA4489) has been acquired by Oracle Elevator Company

DEPARTMENT: Public Works

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Contract Assignment to Oracle Elevator Company for contract CA4489 with Taka Elevator Company.

SUMMARY: Effective May 1, 2018, Oracle Elevator acquired the service contract of Taka Elevator Company for elevator maintenance and repairs at City Hall. A Contract Assignment is necessary to change the name on the Standard Contract for Services, CA4489, from Taka Elevator to Oracle Elevator Company. Same pricing, terms and conditions will apply and this contract will expire on September 30, 2018. A new contract will be obtained for October 1, 2018 forward.

Project No.: Funding Account No.: 506 4200 539 4611

ATTACHMENTS:

1.	TAKA ELEVATOR EXECUTED Contract 4489	TAKA ELEVATOR EXECUTED Contract 4489.pdf
2.	ORACLE ELEVATOR letter of contract aquired from Taka Elevator May 1 2018	ORACLE ELEVATOR letter of contract aquired from Taka Elevator May 1 2018.pdf
3.	Justification Memo TAKA ELEVATOR CONTRACT ASSIGNMENT to ORACLE ELEVATOR	Justification Memo TAKA ELEVATOR CONTRACT ASSIGNMENT to ORACLE ELEVATOR.pdf
4.	ORACLE ELEVATOR completed vendor application 2018	ORACLE ELEVATOR completed vendor application 2018.pdf
5.	ORACLE ELEVATOR W9 form	ORACLE ELEVATOR W9 form.pdf
6.	ORACLE ELEVATOR ins cert thru 7 1 19 for gl and 1 1 19 for wc	ORACLE ELEVATOR ins cert thru 7 1 19 for gl and 1 1 19 for wc.pdf
7.	Contract Assignment	Contract Assignment.pdf

Kynah Cockcroft
Julia Wiggins
Tom DiEulio

Created/Initiated - 07/02/2018
Approved - 07/03/2018
Approved - 07/05/2018

Ronny Buttrum	Approved - 07/09/2018
Lynn Stevens	Approved - 07/09/2018
James Tillman	Approved - 07/10/2018
Tracey Riehm	Approved - 07/20/2018
Margaret Roberts	Approved - 08/08/2018
Jake Johansson	Approved - 08/08/2018
Robin Fenwick	Final Approval - 08/08/2018



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 11 day of May, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **TAKA ELEVATOR COMPANY, LLC**, a Florida limited liability company whose principal address is 6130 Edgewater Drive, Suite D, Orlando, Florida 32810 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange elevator preventative maintenance service for a Hydro unit with two (2) landings bearing State Serial No. 36133 and a Hydro unit with two (2) landings bearing State Serial No. 36134 including services more specifically described in Exhibit "1" attached hereto.

- (b) The time, manner and place for performance of such services shall be:

Initial Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on September 10, 2014 and continuing until September 30, 2018 thereafter (the "Initial Term").

Manner and Place: As outlined Exhibit "1" in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of elevator preventative maintenance by the Contractor or require the City to place any orders for elevator preventative maintenance. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City Manager.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Four Thousand, Two Hundred Ninety-Six and 00/100 Dollars (\$4,296.00) per Fiscal Year. (The term "Fiscal Year" shall be defined as that one year term commencing on October 1 and continuing until the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council

for the then current Fiscal Year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works Director, Branford Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

5. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

6. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

7. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

8. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

10. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage \$1,000,000 minimum	

11. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

12. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

14. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

15. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

16. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

17. **THIS SECTION RESERVED.**

18. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

19. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

20. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

22. Additional Provisions. As may have been outlined in the Taka Elevator Company, LLC Maintenance Agreement dated February 12, 2015 and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

23. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained

herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

24. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Branford Adumuah, Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Taka Elevator Company, LLC
Attention: Mary Lalchandani, Managing Member
6130 Edgewater Drive
Suite D
Orlando, Florida 32810
(407) 788-8127 – Business Telephone
(407) 517-4350 – Business Facsimile
mary@takalevator.com

P.O. Box 940161
Maitland, Florida 32794

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

26. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

TAKA ELEVATOR COMPANY, LLC

Nancy L. Heger
Printed Name: Nancy L. Heger

Sibyl Tsozga
Printed Name: Sibyl Tsozga

By: Mary Lalchandani
Mary Lalchandani, Managing Member

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

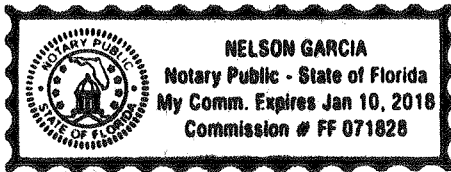
Date: 5-1-15

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of May, 2015, by Mary Lalchandani, as Managing Member of Taka Elevator Company, LLC, a Florida limited liability company registered to transact business in Florida, and who:

[Notary: Please select one]

☐ is personally known to me; or
☒ has produced Florida Drivers License as identification.



Nelson Garcia

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

By: David T. Harden
David T. Harden, Interim City Manager

Theresa Gutierrez
Printed Name: Theresa Gutierrez

Date: 5/11/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11 day of May, 2015, by David T. Harden, as Interim City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Theresa Gutierrez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

Theresa Gutierrez
Printed Name: Theresa Gutierrez

ATTEST:

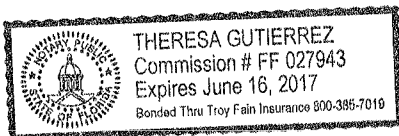
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Karen Mead
Printed Name: Karen Mead

Date: 5/11/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11 day of May, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Theresa Gutierrez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 4489]



ELEVATOR PREVENTATIVE MAINTENANCE AGREEMENT

Date: February 12, 2015

**To: City of Port Orange
Mr. Michael Silvey
1000 City Center Circle
Port Orange, FL 32129**

**From: TAKA Elevator Company, LLC
6130 Edgewater Drive Suite D
Orlando, FL 32810**

We, Taka Elevator Company, LLC (or "Taka"), propose to furnish Preventative Maintenance service for the equipment located at 1000 City Center Circle, Port Orange, FL 32129

Number of Units
2 - 2 Landings

Type
Hydro

State Serial #'s
36133 and 36134

TAKA Premium Maintenance

Under the terms of this Agreement, we will perform Preventative Maintenance on the equipment listed above. We will periodically examine, lubricate, adjust, and as needed repair or replace the covered components.

The services we will provide under this Agreement are:

- Examine all safety devices including control valves, governors, limits, and hoistway equipment periodically
- Ensure proper tension of all hoist ropes
- Examine, adjust, and clean all door interlocks, gate switches, and door components
- Furnish proper lubrication of guide rails at all times, to maintain ride quality
- Adjust and renew rollers, gibs, and guide shoes as necessary
- Maintain lubrication of all applicable components
- Replace lamps, bulbs, indicators, and directional arrows as required on maintenance visits
- Clean and adjust elevator components in the hoist way, pit, top of car, and machine room
- Troubleshoot solid state components
- Adjust and maintain hydraulic power unit components including motor, pump, muffler and valve
- Clean and renew all starter contacts, relays, and fuses to achieve maximum reliability
- Adjust and realign brake shoes/lining and machine worms/gears to achieve a safe stop and ride
- Maintain and service all bearings, thrusts, magnets, and resistors for motor/operating circuit

In addition to the above services, we will repair and if conditions warrant, replace the parts listed below.

The parts included in this Agreement are:

- **Hydraulic:** power unit, pump, motor, packing, valves, starters, contacts, relays, limit switches, controller boards and parts, door operator motor and boards, solid state components, bulbs for indicators, fuses, and hydraulic fluid; with the exception of cylinder and piston
- **Traction:** machine, motor, relays, contracts, controller parts, solid state components, gears, worms, bearings, thrusts, brake magnet coils, brake shoes and lining, brushes, coils, and resistance for motor and operating circuit.

The service and equipment not included in this agreement are:

- Electrical power to controls including mainline and cab electrical disconnects
- Elevator car enclosures, doors, sills, flooring, or covering, lights, or light bulbs
- Proprietary solid state boards and software
- Piston, cylinder, and all underground piping

The schedule below lists parts that are considerably worn and may soon require replacement. We accept them in their current condition with the understanding that in addition to the contract price, you will pay an additional amount at the time these parts are replaced. The amount will be determined by pro-rating the total cost of replacing the items. You will pay that portion of the items used prior to the date of this agreement.

SCHEDULE OF PRO-RATED PARTS: NONE

We will provide the maintenance for all listed equipment using skilled elevator maintenance personnel under our direct employment and supervision who will exercise all reasonable care to keep the equipment functioning in a proper and safe condition.

SCHEDULE

Our work will be performed during normal business hours of the elevator trade, Monday through Friday 8:00am-4:30pm, excluding holidays.

CALLBACKS

Callback request are requests for service by you, by emergency personnel, or by persons using dedicated communication devices from inside the listed elevators. We will respond to Callback request as readily as circumstances allow. If the Callback request originates from emergency personnel or from communications devices within the elevator, we will attempt to contact you before responding. It is understood that if the reason for the Callback is not due to equipment failure and/or circumstances beyond our control, the cost of the Callback will be billed at standard billing rates. A Callback during normal business hours for an equipment related problem is included in the cost of this agreement.

If the cause of the overtime service call is due to factors outside of our control (i.e. vandalism, storm/water damage, etc...) Billing rates will apply at the rate of \$169 for regular time and \$253 for Holidays and after hours.

PARTS INVENTORY

During the term of this Agreement we will maintain a supply of frequently used parts in the vans of our service personnel. We also keep a supply of routinely used parts in our local warehouse in case of emergency or shutdown. Parts are limited to a 15% mark up for City of Port Orange.

24-HOUR DISPATCHING

We will, at your request, provide 24 hour emergency call back service in case of emergency, entrapment, or shut down.

SAFETY TESTS

We will perform the periodic safety tests required by ASME A17.1 and maintain a record of them in the machine room. For hydraulic elevators we will perform the annual no load pressure test required by the state of Florida. For traction elevators we will perform the annual no-load periodic test. Five-year full load tests take place once every five years and are not included in this agreement.

You will retain responsibility for all other testing, including fire service testing. We will not be required to repair or replace parts of the listed equipment that are damaged as a result of the testing.

ACCESS

You agree to provide Taka with unrestricted ready and safe access to all areas of the buildings in which any parts of the listed equipment are located and will keep all machine room and pit areas free from water, stored materials, and debris. You will provide a safe workplace for our personnel, and you agree to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations. You will maintain the machine room with adequate ventilation at a temperature between 50 and 90 degrees Fahrenheit.

WIRING DIAGRAMS

You will ensure that all wiring diagrams are maintained in the machine room as required by Code, including those that reflect all previously made changes to the listed equipment. It is understood that if there are no wiring diagrams present, it will be your responsibility to provide both original and as built wiring diagrams. We will update diagrams as we make changes.

OBSOLESCENCE

Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be at the owner's expense. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. TAKA will not be required to furnish reconditioned or used parts. Once upgraded by TAKA, obsolete items will be covered under this agreement.

SPECIAL TERMS & CONDITIONS

Many components on the above noted units are obsolete and are not readily available. Under this contract TAKA Elevator will repair or replace all components included in this agreement should they fail due to age or normal wear & tear. Abuse, vandalism, power surge, water damage, and Acts of God are never covered.

CLARIFICATIONS

We are the elevator contractor and do not assume ownership or control of the listed equipment. As owner, operator, lessee, or agent of one of these, you retain responsibility for ownership, control and operation of the listed equipment as well as compliance with all applicable local, state, or federal laws or regulations pertaining to the ownership, control and operation of the listed equipment.

Nothing in this Agreement shall be construed to mean Taka assumes any liability for injury to persons or property occurring on or about the listed equipment except as may arise directly from our negligent acts or omissions.

Likewise, your liability for injuries occurring on or about the listed equipment is in no way affected by this Agreement, except as otherwise may be expressly stated herein. It is further agreed that neither party will seek from the other, or under any circumstances be held liable for any indirect, special, punitive, or consequential damages.

Neither party will be liable for any loss, damage or delay caused by strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, flood, water, storm, or natural disaster, riot, civil commotion, war, terrorism, malicious mischief, Act of God, or any cause beyond the reasonable control of the party to perform.

THIS SPACE INTENTIONALLY LEFT BLANK

We will not be required to make repairs or replacements due to obsolescence or discontinued parts or due to any cause or reason beyond our control including but not limited to Acts of God, environmental conditions, misuse or abuse of the equipment, fire theft, explosion, weather, earthquake, flood, water, or repair by others. We will not be required to alter existing equipment or make repairs or replacements with parts of changed design at the recommendation or direction of insurance companies or governing authorities.

You will notify us of any malfunction or dangerous equipment as soon as possible and will take the equipment out of service and prevent its use until the problem is corrected. If an accident in or around the listed equipment occurs, you will provide us written notice within twenty-four (24) hours and will preserve any replaced parts.

This Agreement will be governed by the laws of the State of Florida and venue will lie exclusively in Orange County, Florida. Both parties hereby waive the right to jury trial.

INSURANCE

We will maintain works compensation, employer's liability insurance, and comprehensive general liability insurance. You will maintain all risk insurance upon the full value of the work performed by us and the material delivered to the job site.

PRICE

The cost of Full Maintenance coverage for two (2) elevators is \$358 a month. Annually \$4296.00

The contract price may be adjusted annually by Taka to reflect an increase or decrease in the cost of labor or materials available or the increase in meeting changing laws, ordinance and regulations.

THIS SPACE INTENTIONALLY LEFT BLANK

Cancellation

This agreement may be cancelled by either party for any reason with sixty (60) days written notice of the contract expiration date.

INSPECTION SERVICES

To help meet your annual inspection requirements, we will hire and schedule a Qualified Elevator Inspector (QEI) to inspect and witness the listed equipment as required by state law and regulation, on your behalf. The fee for this service is included in the cost of the agreement.

In the event of any inspection violations the fee schedule shall comply with the following:

COST FOR RE-INSPECTION

- If violations are the responsibility of the owner the re-inspection fee will be \$150.00 and will be fully charged to the owner.
- If the violations are the responsibility of Taka, Taka will absorb the full cost of the re-inspection.
- If the violations are shared between the owner and Taka, the owner will be billed \$75.00 per elevator for the re-inspection.

ACCEPTANCE

This proposal becomes a valid contract when properly executed by both parties. The Effective Date is the date of later execution. The signatories below represent and warrant that each has the authority to bind their respective companies to all terms and condition of this Agreement.

This Agreement includes and represents all agreements and understandings of the parties regarding this subject matter and the parties agree that its terms will exclusively govern the obligations of both parties. This Agreement can only be changed or amended by a written agreement signed by both parties.

Respectfully submitted for TAKA ELEVATOR COMPANY, LLC

By: Mary Lalchandani

Title: Client Services

Date: February 12, 2015

Customer:

Firm: _____

By: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Taka Elevator Company, LLC

By: Mary Lalchandani
MARY LALCHANDANI

Its: Managing Member

Date: 2-12-15

Email: Mary@TAKAElevator.com

Phone: 407-788-8127



May 1, 2018

We are pleased to announce that Oracle Elevator Company has recently acquired the service contracts of TAKA Elevator Company.

Oracle Elevator Company is the largest independent elevator company in the country, with operations throughout Florida, the Southeast, Midwest and the Southwest. Excellent customer service is our greatest priority and we are just as committed to performing quality maintenance on your elevator system as TAKA Elevator. Your property will now have the advantage of a much broader technical support system.

- 1) Service calls should be placed to our 24-hour dispatch center at 800-526-6115. For other inquiries, you may contact the local Oracle office at 407-852-1353.
- 2) Your new remit-to address will be Oracle Elevator Company, PO Box 636843, Cincinnati, Ohio 45263-6843 - please forward to your AP department. Remittent checks can be made to either Florida State Elevator or Oracle Elevator Company at this time.

In the coming days, our service teams will be visiting your property to further introduce Oracle Elevator. We look forward to meeting you!

Please feel free to call us with any questions or concerns.

A handwritten signature in black ink, appearing to read "M. West".

Michael A. West, Regional Vice President
Oracle Elevator Company

A handwritten signature in black ink, appearing to read "Mary Lalchandani".

Mary Lalchandani
TAKA Elevator Company



Oracle Elevator Company
7101 Presidents Drive Suite 265
Orlando, FL 32809
(407) 852-1353

ORIGINAL

INVOICE

Invoice #

1196684

Bill To: City of Port Orange
1000 City Center Circle
Port Orange, FL 32129-4144

Account: City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Account #: 5054-3101
19134

Date	Jun 01, 2018	Terms	Upon Receipt	Route	54-09 - Scott Darmofal	Job #	90840
Inv #	1196684	PO #	072934	Territory	54-001	Job Desc	5054-3101 - FM+INSP

Quantity	Description	Taxable	Measure	Price	Amount
1.00	Regular Service	No	Each	358.00	\$358.00
RECEIVED JUN 01 2018 COPO FINANCE					
Invoice for scheduled maintenance per your monthly contract for the period beginning June, 2018. Job Description: 5054-3101 - FM+INSP				Taxable	\$0.00
				Non-Taxable	\$358.00
				Sub-Total	\$358.00
				Sales Tax	\$0.00
				TOTAL	\$358.00
				Payments/Credits	\$0.00
				Balance	\$358.00

Page 1

PLEASE DETACH THIS PORTION AND RETURN WITH PAYMENT

APPROVED FOR PAYMENT

Effective 1/1/2018

All Credit Card Transactions above \$2,500.00 are subject to a Convenience Fee
VISA, MC & Discover have a 2.75% & AMEX has a 3.00% Convenience Fee
The fee will be calculated off the card type and the gross amount of the invoice
Final Transaction amount will reflect "Gross Amount of Invoice" + "Convenience Fee"

Date: _____

Oracle Elevator Company
PO Box 636843
Cincinnati, OH 45263-6843

Account # 5054-3101
City of Port Orange
Invoice # 1196684
Amount \$358.00
Paid \$

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Oracle Elevator Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8800 Grand Oak Circle Suite 550

6 City, state, and ZIP code

Tampa FL 33637

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 2 2 3 9 7 6 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

5/31/18.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
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- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



City of Port Orange

Public Works Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Works & Utilities Director
THRU: Julia Wiggins, Public Works & Utilities Budget Analyst

FROM: Kynah Cockcroft, Sr. Administrative Assistant

DATE: June 29, 2018

SUBJECT: Contract Assignment – Oracle Elevator acquired Taka Elevator Company
Contract Management Item #2018-9958

REQUEST:

The Public Works & Utilities Department request the City Manager to approval of a Contract Assignment to change the name on contract CA4489 from Taka Elevator Company to Oracle Elevator Company.

PURPOSE:

The purpose of this request is to maintain a contract for maintenance and repairs for the elevators located at City Hall.

CONSIDERATION:

Effective May 1, 2018, Oracle Elevator acquired the service contract of Taka Elevator Company for elevator maintenance and repairs at City Hall. A Contract Assignment is necessary to change the name on the Standard Contract for Services, CA4489, from Taka Elevator to Oracle Elevator Company. Same pricing, terms and conditions will apply and this contract will expire on September 30, 2018. A new contract will be obtained for October 1, 2018 forward.

FUNDING:

Funds available in 50642005394611. Purchase order to Taka Elevator (072934) will be closed and the funds liquidated to cover payments to Oracle Elevator.

RECOMMENDATION:

The Public Works & Utilities Department recommends the City Manager to approval of a Contract Assignment to change the name on contract CA4489 from Taka Elevator Company to Oracle Elevator Company.

ANTICIPATED SCHEDULE:

a.) Entry to Contract Management on Civicclerk– June 29, 2018

ATTACHMENTS:

Standard Contract for Services CA4489 Taka Elevator Company
Letter regarding Contract Acquired by Oracle Elevator Company
Oracle Elevator vendor packet and W9
Oracle Elevator Insurance Certificate

Cc: Ronny Buttrum, Assistant Public Works Director
Tom DiEulio, Operations Manager
Bobby Bryant, Building Maintenance Forman



CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange

Attn: Purchasing Division

(386) 506-5718

PurchDiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: Oracle Elevator Company

Payment Remit to Name: Oracle Elevator Company

Contact Person and Title: (accounting) Tina Bass - Cash App Specialist

Phone Number: 813-533-5802 Fax Number: n/a

Email Address: AR@oracleelevator.com

Taxpayer Identification Number (TIN): 59-2239761

Tax Classification:

- | | |
|---|---|
| ☐ Individual/Sole Proprietor/Single Member LLC | ☐ S Corporation |
| ☐ Partnership | ☒ C Corporation |
| ☐ Other (Explain) _____ | ☐ Trust/Estate |

Current W-9 Attached (Required) ☒ Yes

Type of Commodity/Services Elevator maintenance and service

Does your company accept Purchasing Cards (i.e. Visa)? ☒ Yes ☐ No

Permanent Address:

Address 8800 Grand Oak Cir Ste 550

City Tampa State FL Zip Code 33637

Remit to Address (if different from above):

Address PO Box 636843

City Cincinnati State OH Zip Code 45263-6843

Please inform the Purchasing Division of all address, contact information and insurance changes.

PURCHASING GENERAL TERMS AND CONDITIONS

The City objects in advance to the inclusion of any additional terms and conditions proposed by the vendor in its acceptance or acknowledgement of any order. The inclusion of terms and conditions, or reference thereto, by the vendor shall be of no significance, shall not be binding on the City, and the City's acceptance of the vendor's goods or services shall not be deemed as acceptance of such terms and conditions. The terms and conditions contained in a Supplemental Document, as defined hereinafter, to the Purchase Order shall only control if and when a Supplemental Document to the Purchase Order is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. **In the event that a vendor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined as to include invitation to bid, proposal, quote, and contract.** Unless otherwise stated on the face of a purchase order, the following terms and conditions shall apply:

- 1. ACCEPTANCE.** The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.
- 2. ASSIGNMENT.** Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.
- 3. CHANGES.** City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly.
- 4. COMPLIANCE WITH LAWS.** Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.
- 5. FREIGHT.** Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.
- 6. INSPECTION.**
 - a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
 - b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the

entire shipment of goods and cancel the PO for any undelivered goods; or (iii) to cause Vendor to pay City promptly for expenses incurred in remedying the defective or nonconforming goods and/or services (including without limitation, the purchase of substitute (or functionally equivalent) goods and/or services), or to cause Vendor, at Vendor's expense, to expeditiously replace, upgrade, or repair any defective or rejected goods. If the option set forth in (i) is exercised, City may, in its discretion, reduce the quantity specified in the PO by the number of goods and/or services returned or rejected.

7. INDEMNIFICATION. The City reserves the right to add in a Supplemental Document, as previously defined to include invitation to bid, proposal, quote, and contract, the following clause or substantially similar language:

Vendor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by Vendor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Vendor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of City or any of its officers, agents, or employees.

8. INTELLECTUAL PROPERTY INDEMNIFICATION. Vendor warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related intellectual property right, as a result of manufacturing, producing or selling the goods. Vendor further agrees to defend and indemnify City, its officers, agents and employees from all claims, expenses and liabilities arising from any actual or alleged intellectual property violation or infringement.

9. INSURANCE. THE DEPARTMENT HEAD HAS THE RIGHT TO WAIVE CERTAIN INSURANCE REQUIREMENTS AND SHALL PROVIDE THE WAIVER WITH THE REQUEST FOR PURCHASE ORDER. IF INSURANCE IS REQUIRED, THE FOLLOWING TERMS SHALL APPLY:

Vendor shall maintain all insurance as required by the City. Vendor shall provide to the City a certificate of insurance evidencing coverage and identifying the City as an additional insured. Failure of the Vendor to provide a certificate of insurance shall not relieve the Vendor from its responsibility to maintain the insurance coverage required by the City. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification required by the City. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. For worker's compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the City as an additional insured for Workers' Compensation. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Vendor shall not commence work until the City has received a certificate or certificates of insurance and endorsements evidencing the required insurance. Vendor shall be solely responsible to provide the City the written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. If insurance policies required are not provided to the City within thirty (30) days of the date requested, this Vendor Application and Agreement may be terminated.

10. INVOICING. Vendor agrees to submit an invoice with each shipment showing the PO number. All invoices should be issued to the City c/o Accounts Payable. The discount period of any cash discounts available to the City will commence on the date of the invoice. When freight is prepaid by Vendor, Vendor must show freight charges separately; before adding freight charges, and submit a copy of the freight bill with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated on the face of the PO and invoiced separately.

11. JURISDICTION AND VENUE. For any suit or proceeding to enforce the provisions of the PO, Vendor irrevocably consents to the jurisdiction of the Courts of the State of Florida. Furthermore, Vendor agrees that the PO will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, without giving effect to its principles of conflicts of law.

12. OVERSHIPMENT. Quantities in excess of that shown on the face of the PO, if rejected, will be returned to Vendor at Vendor's risk and expense. Any excess quantities that City accepts will be billed at the PO price.

13. TERMINATION. City reserves the right to cancel all or any part of the PO without penalty.

14. TIME. Time is of the essence of the PO. The City reserves the right to cancel the PO (or any portion) without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by City.

15. TITLE. Unless the face of the PO provides for the City's assumption of ownership at the point of shipment, title to the goods purchased under the PO remains with the Vendor until such goods are off-loaded at the City facility or site specified on the face of the PO; provided, however, that in all cases, Vendor shall bear all risks of loss or damage in transit until such goods are delivered to City's facility or site and accepted by City or its designee.

16. WARRANTY. Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein. Upon notification by City, Vendor shall correct any defect either by repair or replacement of the defective goods subject to the approval of the City, at Vendor's expense, provided that City's continued use of said defective goods pending repair or replacement shall not constitute a waiver by City under the PO. Further warrants that all goods and/or services covered by the PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect as of the date of the PO. These warranties shall survive acceptance of and payment for the goods and/or services furnished.

17. PAYMENT. Vendor agrees that payment will be made subject to "Local Government Prompt Payment Act", Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

18. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- (d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506- 5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

19. SEVERABILITY. Vendor understands and agrees that if any provision, term, or condition stated herein or on the face of the PO is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Vendor and the City shall be construed and enforced as if the PO and this Vendor Application and Agreement did not contain the particular provision, term or condition held to be invalid.

20. COUNTERPARTS; FACSIMILE SIGNATURES. This Vendor Application and Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES FOLLOW ON NEXT PAGE]*

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

1. The Vendor, as also defined to include principals and officers authorized to legally bind and obligate the Vendor for purposes set forth herein, does hereby certify under penalty of law that this Vendor Application and Agreement and all attachments provided are correct and were prepared under Vendor direction or supervision. Furthermore, Vendor is legally authorized to sign this Vendor Application and Agreement and by such execution does hereby approve and accept all of the terms and conditions contained herein.
2. The Vendor does hereby certify that Vendor has read and understands the Vendor Application and Agreement and Purchasing General Terms and Conditions contained herein.
3. The Vendor does hereby certify that no person (or concern) in connection with the Vendor, so far as is known, is disqualified from public contracting or purchasing from any agency of the federal government, State of Florida or City of Port Orange. Vendor further certifies that Vendor will notify the City of Port Orange should any person (or concern) in connection with the Vendor, so far as is known, becomes disqualified while Vendor contracts with the City of Port Orange.
4. Vendor acknowledges and agrees to be bound by the terms and conditions set forth in the Current Vendor Application form approved by the City Finance Director, posted on the City's website, www.port-orange.org, as of the date of issuance on the face of the PO and as otherwise referenced herein. Furthermore, it shall be the Vendor's responsibility to maintain a current Vendor Application, as defined in Section 16 of this Vendor Application and Agreement, on file with the City. **Vendor agrees that the City is not required to make payment until the current Vendor Application is filed.**

Name of Vendor: Oracle Elevator Company

Signature: Kelly Pence

Printed Name: Kelly Pence

Title: Credit & Collections Manager

Date: 6/26/18

Please return the completed Vendor Application and Agreement along with the required documentation to:

City of Port Orange
Attn: Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Or email: PurchDiv@port-orange.org

Any questions, please call the Purchasing Division at (386) 506-5718.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Oracle Elevator Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8800 Grand Oak Circle Suite 550

6 City, state, and ZIP code

Tampa FL 33637

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

5 9 - 2 2 3 9 7 6 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

5/31/18.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
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- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2019

6/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 725 S. Figueroa Street, 35th fl. Los Angeles CA 90017 213-689-0065	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Everest National Insurance Company</td> <td style="text-align: center;">10120</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : The Continental Insurance Company	35289	INSURER C : Continental Casualty Company	20443	INSURER D :		INSURER E :		INSURER F :	
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INSURED 1429777 Oracle Elevator Company c/o Oracle Elevator Holdco, Inc. 8800 Hidden River Pkwy., Ste. 550 Tampa FL 33637																					

COVERAGES ORAEL01 **CERTIFICATE NUMBER:** 15444563 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Proj Gen Agg \$10M ☒ SIR: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	N	CF1GL00190181	7/1/2018	7/1/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 3,000,000																				
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B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ OTHER:	N	N	6050346640	1/1/2018	1/1/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td></td><td style="text-align: right;">\$ XXXXXXXX</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$ XXXXXXXX	BODILY INJURY (Per accident)	\$ XXXXXXXX	PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX		\$ XXXXXXXX				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	N	N	XC1EX00124181	7/1/2018	7/1/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$ XXXXXXXX</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$ XXXXXXXX								
EACH OCCURRENCE	\$ 10,000,000																				
AGGREGATE	\$ 10,000,000																				
	\$ XXXXXXXX																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	650407419	1/1/2018	1/1/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
☒ PER STATUTE	☐ OTH-ER																				
E.L. EACH ACCIDENT		\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
C	Installation Property	N	N	6050434104	1/1/2018	1/1/2019	Limit: \$2,058,681														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Elevator Maintenance and Service, 7101 Presidents Drive, Suite 265, Orlando, FL 32809. City of Port Orange is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER

15444563
 City of Port Orange
 Attn: Purchasing Division
 1000 City Center Circle
 Port Orange, FL 32129

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: CF1GL00190181

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Locations Of Covered Operations
Any person or organization that entered into a written contract with the Named Insured requiring such person(s) or organization(s) to be named as an additional insured with respect to the Named Insured performance of operations at any location on behalf of such person(s) or organization(s).	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for 'bodily injury', 'property damage' or 'personal and advertising injury' caused, in whole or in part, by:

1. Your acts or omissions
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above,

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply;

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement the most we will pay on behalf of the additional insured is the amount of insurance:

3. Required by the contract or agreement or

4. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: CF1GL00190181

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that entered into a written contract with the Named Insured requiring such person(s) or organization(s) to be named as an additional insured	Any location for which the Named Insured's work was performed for such person(s) or organization(s) for any completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury" or "property damage" caused, in whole or in part, by your work at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contractor agreement; or
 2. Available under applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Workers Compensation And Employers Liability Insurance Policy Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below

Form No: WC 00 03 13 (04-1984)

Policy No: 650407419

Endorsement Effective Date:

Endorsement Expiration Date:

Policy Effective Date: 1/1/2018 Endorsement No: 7; Page: 1 of 1

Policy Page: 74 of 119

Underwriting Company: Continental Casualty Company, 333 S Wabash Ave, Chicago, IL 60604.



CONTRACT ASSIGNMENT

This Contract Assignment ("Assignment") is entered into this ____ day of _____, 2018, by and between **TAKA ELEVATOR COMPANY, LLC**, a Florida limited liability company whose principal address is 6130 Edgewater Drive, Suite D, Orlando, Florida 32810 ("Assignor" or "Taka"), Oracle Elevator Company a Florida corporation whose principal address is 43 Daycoeton Place, Torrington, Connecticut 06790 ("Assignee" or "Oracle"), and **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City").

WHEREAS, the Assignor and the City entered into a Standard Contract for Services on May 11, 2015 ("Contract") for elevator preventative maintenance service for a Hydro unit with two (2) landings and services more specifically described in Exhibit "1" of the Contract; and

WHEREAS, the Assignor desires to assign its rights and contractual obligations pursuant to the Contract, to the Assignee; and

WHEREAS, the Assignee desires to assume the rights and contractual obligations pursuant to the Contract; and

WHEREAS, and the City approves of the Assignment; and

NOW, THEREFORE, notwithstanding the date of execution, effective May 1, 2018, all rights, title and interest in the Contract between the Assignor and the City is hereby assigned and transferred to Assignee. The Assignee accepts said assignment and agrees to perform the remaining contractual obligations of Assignor under the Contract. All other terms and conditions shall remain in full force and effect.

This Assignment supersedes all previous negotiations, commitments, or any other Contract with respect to the matter hereof.

Each person signing this Assignment warrants that he or she is duly authorized to do so and to bind the respective party to the Assignment.

City of Port Orange

By: _____

Name: M.H. Johansson, City Manager

Date: _____

Taka Elevator Company, LLC

By: _____

Name: Mary Lalchandani, Managing Member

Date: _____

Oracle Elevator Company

By: _____

Name: Jeffrey M. Farrero, President

Date: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: Yes

SUBJECT: (B8) Approval of Concurrency and Fair-Share Agreement for Arby's Restaurant Site Plan - 1058 Dunlawton Avenue

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Concurrency and Fair-Share Agreement for Arby's Site Plan.

SUMMARY: The Arby's restaurant is proposed to be located at 1058 Dunlawton Avenue, on the south side of Dunlawton Avenue, west of South Swallow Tail Drive. The development site is currently occupied with the former SunTrust Bank building which will be demolished to make way for the proposed Arby's restaurant. The proposed Concurrency Fair-Share Agreement has been prepared in conjunction with the site plan for the development of +/- 3,003 square-foot restaurant on approximately 1.58 acres, along with associated on-site and off-site improvements.

The Trip Generation and Distribution Study completed by Traffic Planning and Design, Inc., projects impact to the Williamson/Taylor intersection and Taylor Road between Summer Trees Road and Crane Lakes Boulevard upon completion of the development. Based on the study prepared, the owner is required to make a \$5,364.00 fair-share mitigation payment for the additional 15 PM peak hour trips generated per day from the redeveloping the site from a bank to a fast food restaurant. The Concurrency and Fair-Share Agreement is to document the number of vested trips being used by the proposed facility and to mitigate the impact of the new traffic generated from the development. The fair-share mitigation payment will be credited towards the Yorktowne Boulevard Extension and Summer Trees Road projects. The Concurrency and Fair-Share Agreement has been executed by the property owner and is attached for review.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Concurrency & Fair Share Agreement with exhibits	Concurrency & Fair Share Arby's 8-8-18.pdf
----	--	--

Melanie Schmotzer
Tim Burman
Shannon Balmer

Created/Initiated - 07/30/2018
Approved - 07/30/2018
Approved - 08/08/2018

Jake Johansson
Robin Fenwick

Approved - 08/08/2018
Final Approval - 08/08/2018

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2018, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **Hill/Gray Seven, LLC**, a Florida limited liability company whose address is 1350 City View Center, Oviedo, FL 32765 (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described as Project Data on the attached **Exhibits "A-1" and "A-2"** and Developer desires to permit, develop and, if appropriate, plat the real property for the Project(s); and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a site with a restaurant on approximately One and five-tenths acres (1.5) acres of real property more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference (Arby's), which will generate an additional 15 P.M. Peak Hour Trips over and above the previous drive-in a bank development which generated 34 P.M. Peak Hour Trips;

WHEREAS, the transportation improvements ("Concurrency Improvements") described in the attached Exhibits are required in order for the Project(s) to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s) or, in the alternative,

said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project; and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, the City has constructed or anticipates construction of Concurrency Improvements as set forth in the attached Exhibits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** The City agrees to construct, or to have constructed, the "Concurrency Improvements." Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapter 4 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration shown on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.
3. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.
4. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Concurrency Improvements, Developer shall pay to the City a fair share assessment, hereinafter the "Fair Share Payment." The "Fair Share Payment" shall be an amount determined by multiplying: A) the City's share of the total construction costs for

the Concurrency Improvements; by B) the "Developer's Fair Share Percentage." The "Developer's Fair Share Percentage" shall be a percentage determined by a fraction, the numerator of which shall be the number of peak hour directional trips allocated to the Project(s), and the denominator of which shall be the total peak hour directional trips provided by the Concurrency Improvements. This percentage shall then be multiplied by the City's cost of construction of the required Concurrency Improvements. The City's total construction cost shall include the actual expenses associated with the design, permitting, right-of-way acquisition, administration, and construction of the Concurrency Improvements, plus interest, if any, incurred by the City for funding the Developer's Fair Share Percentage of the Concurrency Improvements.

5. **Developer Payment.** The Developer herewith agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as set forth in Development **Exhibit "A-2."** Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.
- A. To guarantee payment of its fair share, the Developer herewith agrees to pay to the City of Port Orange the amount equal to the actual cost plus the carrying cost for debt service, if any, of the Fair Share Payment, pursuant to Chapter 21 of the Port Orange Land Development Code. Upon Developer's deposit of any payment with the City, the funds shall become the property of the City. This payment must be deposited with the City prior to the issuance of a Development Order for the Project.
- B. The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant." In the event that a Project Participant reduces the amount of its proposed participation resulting in a funding shortfall for the cost of the Concurrency Improvement, then the Developer shall be responsible for the increased construction cost to the extent of the Developer's percentage share of the Concurrency Improvement. The dollar amounts reflected on the attached Project **Exhibit "A-2"** do not include the anticipated financial contributions by a Project Participant. Any adjustment will be reflected in the final accounting described in subparagraph (d) below.
- C. The City shall have the right to make one or more adjustments to the amount of the deposit based upon increased construction costs and all associated costs of the Concurrency Improvements, hereinafter referred to as the "Adjusted Payment". In the event an Adjusted Payment is required by the City, the City shall notify Developer in writing and within twenty (20) days thereafter, the Developer shall deposit the Adjusted Payment with the City.

- D. Upon completion of the construction, the City shall notify the Developer in writing of the total project cost. In the event the Developer's Payment exceeds the Developer's percentage share of the final construction costs upon completion of the Concurrency Improvements, then the Developer may file a written claim with the City within ninety (90) calendar days after completion of construction for the refund of the overpayment. In the event that the Developer fails to timely claim a refund, then any overpayment shall become the property of the City. All payments less than or equal to the amount of the final construction costs shall be nonrefundable.
6. **Vested Rights in Traffic Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.
7. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.
8. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
9. **Miscellaneous.**
- A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
- B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.

- C. Waiver. The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
- D. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
- E. Construction of Contract. The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.
- F. Expiration. This Agreement shall expire after Developer's payment of the Adjusted Payment, if required, based upon the final completed construction cost.
- G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.
- i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2017), as amended from time to time.
 - iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.
 - v. All notices shall specify a place where a copy of the proposed amendment can be obtained.

- H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
- J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."
- K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Printed Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Donald O. Burnette, Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Robin L. Fenwick, City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Hill/Gray Seven, LLC
a Florida limited liability company
“Developer”

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ in his representative capacity as _____ of, a **Hill/Gray Seven**, a Florida limited liability company, on behalf of said company. He is ☐ personally known to me, or ☐ have produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission & expiration of commission term



Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	Arby's Site Plan
Site Address:	1058 Dunlawton Avenue
City Case No.	18-80000002
Zoning District	PUD – Planned Unit Development – Countryside
TIA Report Date	July 11, 2018
TIA Prepared by:	Traffic Planning and Design, Inc
Est. Date of Impact	2018

Developer:

Corporate Entity	Z Development Services
Contact Person	Robert Ziengenfuss
Mailing Address:	708 E. Colonial Drive, Suite 100

Land Owner:

Corporate Entity	Hill/Gray Seven LLC
Contact Person	Robert Ziengenfuss
Mailing Address:	708 E. Colonial Drive, Suite 100

Real Property

Total Acreage:	+/- 1.58 acres
Parcel Number(s):	6309-11-00-0030
Legal Description	Legible real property legal description attached as EXHIBIT B-1

Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Traffic Impact Analysis

Development Name:	Arby's Site Plan
City Case No.:	18-80000002
TIA Report Date:	July 11, 2018
TIA Prepared by (Firm):	Traffic Planning and Design, Inc
Estimated Date of Impact:	2018

Contribution Calculations: Adjusted July 30, 2018

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted [3]	Contribution with Multiplier* [3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	1/860	0.12%	\$3,783.53	\$3,784
Yorktowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1. Mitigation – Williamson Boulevard a. Caribbean Pine Way to Madeline Ave.	\$6,313,922	N/A	N/A	N/A	N/A	N/A	N/A
b. Madeline Ave to Willow Run Blvd.	\$3,165,457	N/A	N/A	N/A	N/A	N/A	N/A
c. Willow Run Blvd. to 4L Terminus N of PO Pavilion	\$7,097,618	N/A	N/A	N/A	N/A	N/A	N/A
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	\$2,953,201	N/A	N/A	1/1,870	0.05%	\$1,579.25	\$1,580

*Financial Guarantee Multiplier	1.1	1.1	1.0
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Total Fair-Share Contribution

\$5,364

Fair Share Projects Dunlawton/Taylor at I-95(PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRCE 5709/4736) are completed or fully funded.

- [1] City Project Participant - *Eligible for City trans. impact fee credits*
- [2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Boulevard and Taylor Road as indicated in the TIA. The impacts resulting from the Westport Reserve Phase 4 subdivision will be resolved through a mitigation payment to the Yorktowne Boulevard Extension Fair-Share project. .
- [3] Rounded up to nearest whole dollar

Agreement 11/04/2005-Amended 3/01/2006*, 7/11/06[4], May, 2007, October 2007, November 2009
 Finance Updated Project Cost - 5/30/07, as updated, 8/12/08, 12/22/08, 11/19/09, 1/13/2010, 2/3/2010,
 1/20/2011, 2/9/2012, 4/8/2013, 12/7/2017, and 7/30/2018
 Transportation Concurrency and Fair Share -

Planning Review:

Date

[Signature] 08/07/2018

Finance Review:

Date

[Signature] 08/02/2018

EXHIBIT "B-1"

PARCEL I:

Lot 3, HOWELL PLACE AT COUNTRYSIDE, as per map recorded in Plat Book 40, Page 12, of the Public Records of Volusia County, Florida.

PARCEL II:

A portion of Parcel "A", according to the plat of HOWELL PLACE AT COUNTRYSIDE as recorded in Plat Book 4C, on Page 12, among the Public Records of Volusia County, being in the City of Port Orange, Volusia County, Florida, and being more particularly described as follows:

From the Point of Beginning being the Northeast corner of said Parcel "A"; thence South $33^{\circ}58'19''$ East along the Easterly line of said Parcel "A", a distance of 330.57 feet to a point in the Northerly right-of-way line of Butterfly Boulevard (a 50 foot wide right-of-way); thence South $56^{\circ}02'38''$ West along said Northerly right-of-way line of Butterfly Boulevard, a distance of 10.00 feet; thence North $33^{\circ}58'49''$ West departing said Northerly right-of-way line of Butterfly Boulevard, a distance of 330.57 feet to a point in the Southerly right-of-way line of Dunlawton Boulevard (a 200 foot wide right-of-way also known as State Road 421); thence North $56^{\circ}01'11''$ East along said Southerly right-of-way line of Dunlawton Boulevard, a distance of 10.00 feet to the Point of Beginning.

PARCEL NO. 6309-11-00-0030



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: Yes

SUBJECT: (B9) Resolution No. 18-25 - Celebrating 50 Years of Home Rule

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-25.

SUMMARY: A Resolution to approve the City of Port Orange honoring 50 years of municipal home rule in the Florida Constitution and committing to an educational initiative to help Floridians understand this beneficial right.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-25	Reso. No. 18-25.pdf
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Christine Martindale
Jake Johansson
Margaret Roberts
Robin Fenwick

Created/Initiated - 07/23/2018
Approved - 07/25/2018
Approved - 08/08/2018
Final Approval - 08/09/2018

RESOLUTION NO. 18-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; HONORING FIFTY YEARS OF MUNICIPAL HOME RULE IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida's voters placed municipal Home Rule powers into the Florida Constitution on November 5, 1968, during the regular elections as an amendment to Article VIII; and

WHEREAS, this power has enabled each city, town and village across the Sunshine State to consider, adopt, revise or remove its own laws without the need to seek legislative permission from the state and has further served as the foundation upon which every municipality builds its governmental structure; and

WHEREAS, the political climate within the Florida Legislature has recently included many attacks on these powers; and

WHEREAS, grassroots measures calling such actions wrong and declaring that local decisions be made at the local level by local officials must continue so that all legislators clearly understand Florida's Home Rule as a constitutional power and one upheld in state statutes; and

WHEREAS, a 50th anniversary is a fitting time for all municipalities to engage their respective citizens to educate them about the Florida Constitution and local laws, so that all Floridians may continue to receive the many benefits of Home Rule.

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

Section 1. That this anniversary presents a tremendous opportunity to educate all citizens about Florida's Constitution, municipal government and Home Rule authority, and that all necessary resources shall be provided for such public information.

Section 2. That the City of Port Orange will actively challenge all efforts to reduce or erode this cherished right and will further employ all efforts to ensure state and federal government partners understand that a one-size-fits-all approach to governance is not in the interests of Florida citizens.

Section 3. That the tradition of local decision-making in Florida is essential to protect; that local decision-making provides each municipality the ability to preserve and enhance the myriad of characteristics that make each municipality uniquely special; and that local decision-making enables each municipality to maintain its quality of life.

Section 4. That the City of Port Orange will include this information on its website, as a regular agenda item for public discussion and within the City of Port Orange services in as many outreach venues as possible.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the _____ day of _____, 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: Yes

SUBJECT: (B10) Resolution No. 18-26 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-26.

SUMMARY: *\$5,770 Tree Mitigation Revenue

*\$388,246 Fire Insurance Premium Tax (pass-through)

*\$444,090 Police Insurance Premium Tax (pass through)

*\$22,000 Additonal External Legal Services

*\$337,104 Pre-Order 12 model year 2019 Police Ford Interceptor SUV's (2 from 001 General Fund and 10 from 505 Lease & Replacement Fund)

*Repayment of Loan Pool Loans by the 103 Tax Increment Fund and the 503 Vehicle Maintenance Fund

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-26	f Bud Reso 18-26 - Misc - CC Mtg 08-21-18.pdf
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Lisa Pallante

Tracey Riehm

Margaret Roberts

Jake Johansson

Robin Fenwick

Created/Initiated - 08/09/2018

Approved - 08/10/2018

Approved - 08/10/2018

Approved - 08/14/2018

Final Approval - 08/15/2018

RESOLUTION NO. 18-26

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING, AND CAPITAL FUNDS TO BUDGET
FOR FUNDS RECEIVED FOR TREE MITIGATION; TO
BUDGET FOR ADDITIONAL EXTERNAL LEGAL
SERVICES; TO BUDGET FOR POLICE AND FIRE
INSURANCE PREMIUM TAX REVENUE AND
EXPENSE; TO APPROPRIATE EQUITY IN THE
GENERAL FUND FOR THE EXPEDITED PURCHASE
OF TWO NEW POLICE VEHICLES, PLANNED FOR IN
FY19, DUE TO PRODUCTION CHANGES BY THE
SUPPLIER; TO BUDGET FOR THE REPAYMENT OF
TWO TEMPORARY LOANS TO THE LOAN POOL,
AND TO APPROPRIATE EQUITY IN THE LEASE AND
REPLACEMENT FUND FOR THE EXPEDITED
PURCHASE OF TEN REPLACEMENT POLICE
VEHICLES, PLANNED FOR IN FY19, DUE TO
PRODUCTION CHANGES BY THE SUPPLIER,
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for the funds received for Tree Mitigation (City Projects ZCV002) through July 2018; and

WHEREAS, the City Council desires to fund additional legal services for a new administrative hearing, new and ongoing arbitration cases and legal services; and

WHEREAS, the City Council desires to budget revenue and expense for Police and Fire Insurance Premium Tax; and

WHEREAS, the City Council desires to appropriate fund balance in the General Fund 001 to advance the purchase of two (2) new Police Interceptor SUV's, planned for in FY19, due to production changes by the supplier; and

WHEREAS, the City Council desires to repay temporary loans to the Loan Pool from the Town Center Tax Increment Fund 103 and the Vehicle Maintenance Fund 503; and

WHEREAS, the City Council desires to appropriate fund balance in the Lease and Replacement Fund 505 to advance the purchase of ten (10) replacement Police Interceptor SUV's, planned for in FY19, due to production changes by the supplier; and

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital items, and to set forth, appropriate and change appropriations of certain revenues and expense.

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

Section 1. The funds for the City operating and capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2017 through September 30, 2018.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

FY2018 **General Fund 001**
Prepared: **August 2, 2018**
Finance: **Finance Staff**

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Miscellaneous Revenue - Tree Mitigation	\$ 5,770
Insurance Premium Tax - Fire (pass-through)	388,246
Insurance Premium Tax - Police (pass-through)	444,090
Appropriated Equity	22,000
Appropriated Equity	56,184
Total Revenues:	\$ 916,290

Expenditures:

Non-Departmental	\$ 5,770
Fire Services (pass-through)	388,246
Police (pass-through)	444,090
City Attorney	22,000
Police	56,184
Total Expenditures:	\$ 916,290

*To budget for funds received for Tree Mitigation (City Project ZCV002) through July 2018.

*To budget for Police and Fire Insurance Premium Tax. (pass through)

*To budget for additional legal services for a new administrative hearing, new and ongoing arbitration cases and legal services.

*To appropriate equity for the advanced purchase of two (2) new Ford Interceptor SUV's planned in FY19 . FORD is going to stop production of the vehicles and the purchase order needs to be placed prior to September 1st, 2018. Once the FY19 Budget is adopted, a reversing resolution will be brought forward for Council's consideration.

FY2018 Tax Increment Town Center Fund 103
Prepared: August 2, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	260,000
Total Revenues:	<u><u>\$ 260,000</u></u>

<u>Expenditures:</u>	
Non-Departmental - Principal	260,000
Total Expenditures:	<u><u>\$ 260,000</u></u>

*Repayment of temporary loan from the Loan Pool in the amount of \$260,000. This was a FY17 loan, established with Budget Resolution #17-61.

FY2018 Vehicle Maintenance Services Fund 503
Prepared: August 2, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	60,000
Total Revenues:	<u><u>\$ 60,000</u></u>

<u>Expenditures:</u>	
Non-Departmental - Principal	60,000
Total Expenditures:	<u><u>\$ 60,000</u></u>

*Repayment of temporary loan from the Loan Pool in the amount of \$60,000. This was a FY17 loan, established with Budget Resolution #17-61.

FY2018 **Lease and Replacement Fund 505**
Prepared: **August 2, 2018**
Finance: **Finance Staff**

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	\$ 280,920
Total Revenues:	<u>\$ 280,920</u>

Expenditures:

Non-Departmental - General Government Service	280,920
Total Expenditures:	<u>\$ 280,920</u>

*To budget for the expedited purchase of ten (10) replacement Ford Interceptor SUV's, planned in FY19 . FORD is going to stop production of the vehicles and the purchase order needs to be placed prior to September 1st, 2018. Once the FY19 Budget is adopted, a reversing resolution will be brought forward for Council's consideration.

FY2018 Loan Pool Loan Fund 508
Prepared: August 2, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Payment from 103 Town Center Fund	260,000
Payment from 503 Vehicle Maint. Fund	60,000
Appropriated Equity	(320,000)
Total Revenues:	<u><u>\$ -</u></u>

<u>Expenditures:</u>	
	-
Total Expenditures:	<u><u>\$ -</u></u>

*Repayment of two (2) temporary loans from the Loan Pool to the Town Center Tax Increment Fund 103 - \$260,000 and the Vehicle Maintenance Service Fund 503 - \$60,000. The loans were established with Budget Resolution #17-61 in FY17.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: Yes

SUBJECT: (B11) Resolution No 18-27 - Support of Revised Volusia County & Municipal Floodplain Management Plan

DEPARTMENT: Finance

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No 18-27-Support of Revised Volusia County Municipal Floodplain Management Plan.

SUMMARY: A Resolution in support of the planning process for the development of the revised Volusia County & Municipal Floodplain Management Plan. The Floodplain Management Plan must be updated every five years to maintain compliance and will be updated this summer by the East Central Florida Regional Planning Council.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-27	Reso. No. 18-27.pdf
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Amanda Lasecki
Tim Burman
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 07/31/2018
Approved - 08/06/2018
Approved - 08/08/2018
Approved - 08/10/2018
Final Approval - 08/10/2018

RESOLUTION NO. 18-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; SUPPORTING THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED “VOLUSIA COUNTY & MUNICIPAL FLOODPLAIN MANAGEMENT PLAN”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities; and,

WHEREAS, The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, The Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirement; and

WHEREAS, In an effort to reduce the potential for personal/property losses in flood-prone areas and to ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with CRS guidelines; and

WHEREAS, The East Central Florida Regional Planning Council is also required to integrate the floodplain management plan into the local mitigation strategy; and

WHEREAS, The floodplain management plan will be revised in 2018.

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

Section 1. The City of Port Orange considers the floodplain management plan to be of utmost importance to Volusia County and the City of Port Orange and supports the floodplain management plan planning process.

Section 2. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the _____ day of _____, 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: No

SUBJECT: (G18) First Reading - Ordinance No. 2018-23 – Rezoning/6225 S. Williamson Boulevard (Case No. 18-60000003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-23, to rezone ±5.85 acres from Planned Commercial Development (PCD) to Community Commercial (CC).

SUMMARY: Planning Commission Action (7/26/18): Recommended Approval

A proposal by the applicant to rezone the subject property from Planned Commercial Development (PCD) to Community Commercial (CC). The property is currently zoned PCD but does not have an active Master Development Agreement (MDA). The rezoning request is a shift from the negotiated PCD zoning district to a conventional commercial zoning district that uses the Land Development Code (LDC) to provide specific development regulations.

The applicant believes that following the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient and transparent process to develop the site. The CC zoning district permits typical community scale commercial uses commonly found in shopping centers and outparcels of this type such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, child care centers, convenience store/gas station, banks, and similar uses.

According to the applicant, the property owner intends to develop the subject site with a child care facility, offices and retail space. The applicant does not anticipate deviating from the requirements in the LDC, therefore, the applicant selected to use a conventional zoning district and meet the requirements in the LDC. If the rezoning is approved, the applicant will have to submit development plans for staff review and proposed development will be reviewed to meet all architectural, landscape buffers, infrastructure, traffic/transportation, and site development requirements of the City's Land Development Code (LDC).

The staff report is attached for more details.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-23 with	Ord. No. 2018-23 Rezoning 6225 S. Williamson
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	exhibits	Blvd..pdf
2.	Staff Report	Staff Report.pdf

Briana Conlan-King	Created/Initiated - 07/30/2018
Tim Burman	Approved - 07/30/2018
Shannon Balmer	Approved - 08/08/2018
Jake Johansson	Approved - 08/08/2018
Robin Fenwick	Final Approval - 08/09/2018

ORDINANCE NO. 2018-23

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING +5.85 ACRES
LOCATED AT 6225 SOUTH WILLIAMSON BOULEVARD
FROM PLANNED COMMUNITY DEVELOPMENT (PCD) TO
COMMUNITY COMMERCIAL (CC); AUTHORIZING
REVISION OF THE OFFICIAL ZONING ATLAS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of +5.85 acres at located 6225 South Williamson Boulevard from Planned Community Development (PCD) to Community Commercial (CC); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Planned Community Development (PCD) Community Commercial (CC).

Section 2. The property rezoned consists of +5.85 acres at located 6225 South Williamson Boulevard more particularly described on **Exhibit "1"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

VESTING DEED - LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Volusia, State of Florida, and is described as follows:

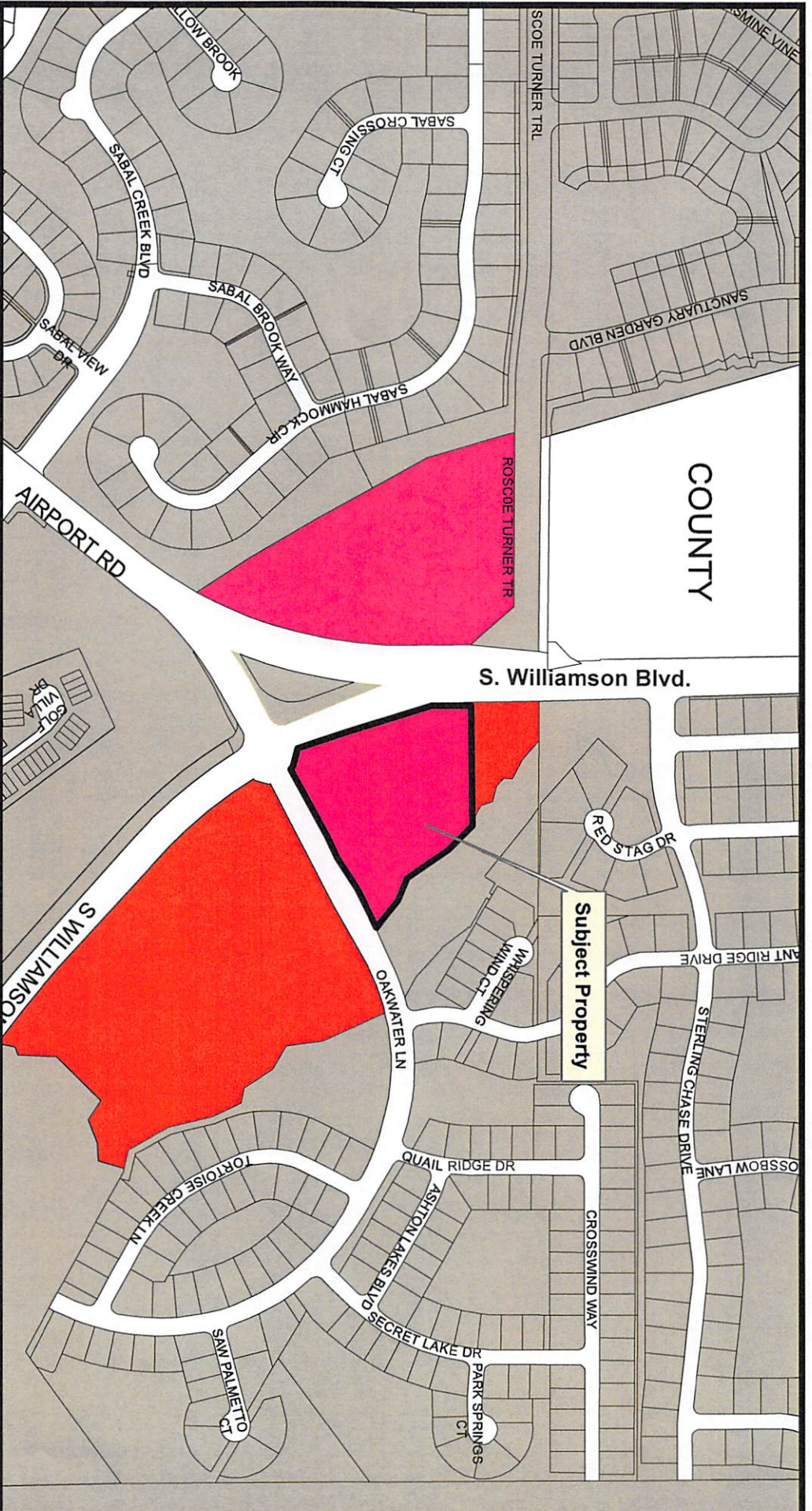
A PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32, RUN THENCE SOUTH 89 Degrees 53'38" EAST ALONG THE NORTH LINE OF SAID SECTION 32 FOR A DISTANCE OF 80.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF WILLIAMSON BLVD. AS SHOWN ON THE MAP OF CYPRESS HEAD PHASE 1A, AS RECORDED IN MAP BOOK 44, PAGE 37, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE LEAVING SAID SECTION LINE RUN SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 01 Degrees 08'16" EAST A DISTANCE OF 247.18' TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE LEAVING SAID RIGHT-OF-WAY BEAR NORTH 89 Degrees 00'56" EAST A DISTANCE OF 405.34'; THENCE SOUTH 50 Degrees 03'52" EAST A DISTANCE OF 5.35'; THENCE SOUTH 50 Degrees 32'36" EAST A DISTANCE OF 80.60'; THENCE SOUTH 33 Degrees 59'41" EAST A DISTANCE OF 34.67'; THENCE SOUTH 38 Degrees 25'31" EAST A DISTANCE OF 131.19'; THENCE SOUTH 67 Degrees 24'15" EAST A DISTANCE OF 83.01'; THENCE SOUTH 53 Degrees 42'04" EAST A DISTANCE OF 77.85'; THENCE SOUTH 53 Degrees 53'09" EAST A DISTANCE OF 51.70' TO THE NORTHERLY RIGHT-OF-WAY LINE OF OAKWATER LANE AS SHOWN ON SUBDIVISION PLAT OF ASHTON LAKES PHASE 1, AS RECORDED IN MAP BOOK 48, PAGES 2 THROUGH

4, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SUBDIVISION THE FOLLOWING CALLS: SOUTH 65 Degrees 08'00" WEST A DISTANCE OF 135.65'; THENCE SOUTH 62 Degrees 37'29" WEST A DISTANCE OF 460.60'; THENCE NORTH 27 Degrees 22'31" WEST A DISTANCE OF 5.00'; THENCE NORTH 70 Degrees 35'53" WEST DISTANCE OF 50.56'; THENCE SOUTH 66 Degrees 23'58" WEST A DISTANCE OF 5.00' TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF SAID WILLIAMSON BLVD., SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND TO THE RIGHT HAVING A RADIUS OF 1400.00', A CENTRAL ANGLE OF 01 Degrees 11'58", A CHORD BEARING OF NORTH 23 Degrees 00'02" WEST, A CHORD DISTANCE OF 29.31; THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE AN ARC DISTANCE OF 29.31' TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 22 Degrees 24'03" WEST A DISTANCE OF 260.83' TO A POINT OF CURVATURE CONCAVE EAST AND TO THE RIGHT HAVING A RADIUS OF 745.00', A CENTRAL ANGLE OF 21 Degrees 15'47", A CHORD BEARING OF NORTH 11 Degrees 46'10" W, A CHORD DISTANCE OF 274.90'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 276.48' TO THE POINT OF BEGINNING.

Said tract or parcel of land containing 254,924 square feet or 5.852 acres, more or less.



CC Community Commercial PUD Planned Unit Development PCD Planned Commercial Development

6225 S. Williamson Blvd.



DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT
CASE NO. 18-60000003
REZONING/6225 S. Williamson Boulevard

REQUEST: Rezone +/- 5.85 acres from Planned Commercial Development (PCD) to Community Commercial (CC)

OWNER: REO Funding Solutions III, LLC.

APPLICANT: Miguel De Arcos

LOCATION: 6225 S. Williamson Boulevard (see Figure 1 – Location Map)

STAFF RECOMMENDATION: Approval

**PLANNING COMMISSION
RECOMMENDATION:** **Approval**

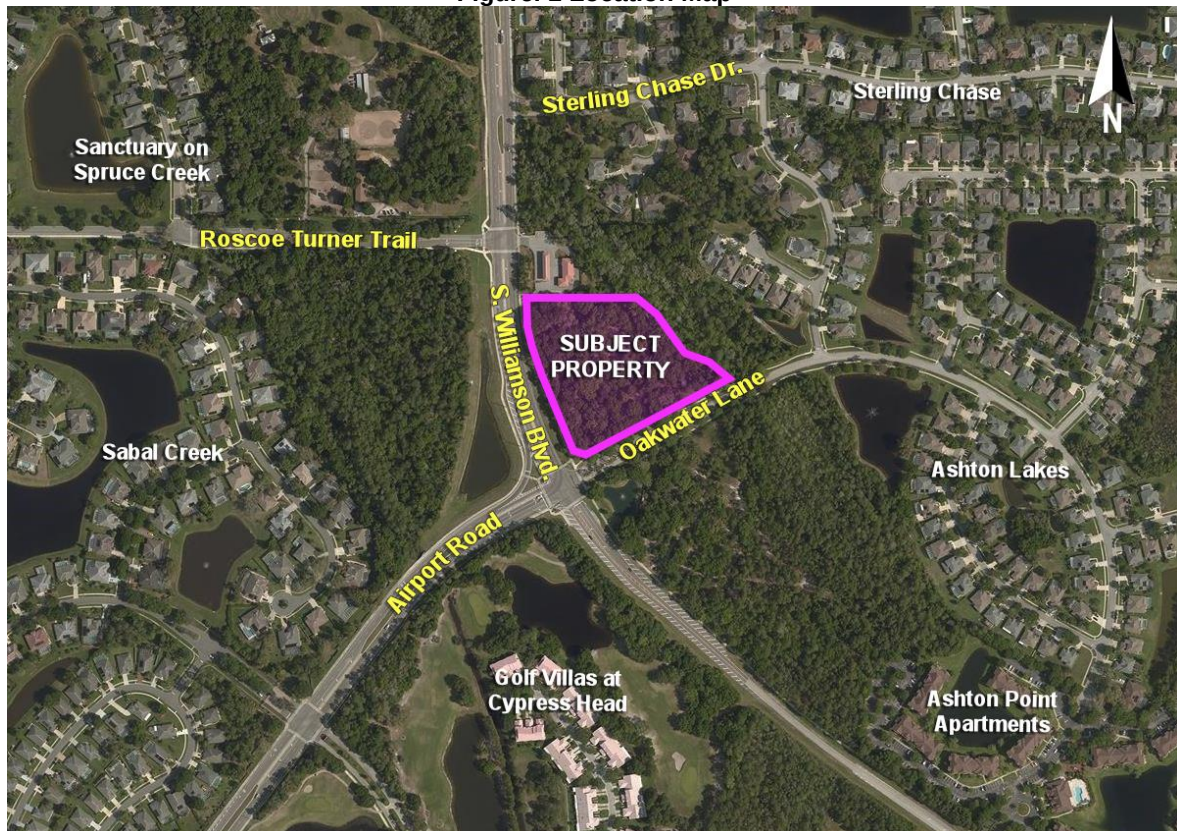
STAFF CONTACT: Briana Conlan-King, Planner (386) 506-5676

CITY COUNCIL DATE: August 21, 2018

DISCUSSION:

The property is currently zoned Planned Commercial Development (PCD) but does not have an active Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The applicant proposes to rezone the subject property from PCD to Community Commercial (CC). The rezoning request is a shift from the negotiated PCD zoning district to a conventional commercial zoning district that uses the Land Development Code (LDC) to provide specific development regulations.

Figure. 1 Location Map



Since 1991, the subject property has been a part of a 15.79-acre area designated as commercial within the Cypress Head Planned Unit Development (PUD). The Cypress Head MDA states that those 15.79 acres should be shown as PCD on the official zoning map at the time the PUD was adopted, but that each individual property would need to establish their own PCD at the time of development. In 2007, the Oakwater Plaza MDA was adopted and allowed for the development of child care facility, personal services, banks, restaurants, retail sales and services, health/exercise clubs, medical offices and professional offices. In 2013, the Oakwater Plaza MDA expired and currently the subject property does not have an active MDA to provide permitted uses and dimensional and developmental regulations for the subject property.

According to the applicant, the property owner's request to rezone the subject property to CC is to assist in the development of the subject site. The property owner intends to develop the subject site with a child care facility, offices and retail space. The applicant does not anticipate deviating from the requirements in the LDC, therefore, the applicant selected to use a standard zoning district and meet the requirements in the LDC. According to the applicant, it is difficult to predict future development options on the subject property and if the property remains PCD, it is possible that ongoing amendments to the MDA could be necessary. The applicant believes that following the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient and transparent process to develop the site. The CC zoning district permits typical community scale commercial uses commonly found in shopping centers and outparcels of this type such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, child care centers, convenience store/gas station, banks, and similar uses (see Exhibit A).

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and consistency with the surrounding land uses and zoning.

The proposed rezoning will not change the existing cross access easements with the adjacent Airport Oaks gas station. Access to the property is available from Oakwater Lane and from S. Williamson Boulevard through the shared access with the Airport Oaks gas station. Any proposed additional access drive off S. Williamson Boulevard must be reviewed and approved by Volusia County during the site plan review process. Water and sewer is available to serve the property. As part of any future site development, the applicant will be required to submit a site plan for staff review, to meet all architecture, landscaping, traffic generation, site development and infrastructure requirements of the City's LDC.

Compatibility with Surrounding Uses and Zoning

The proposed CC zoning district is appropriate for this location and is compatible with the surrounding properties. The table on Page 3 summarizes the land use and zoning of the adjacent properties and the Future Land Use and zoning maps are attached (Exhibit B and Exhibit C).

Surrounding Land Use & Zoning

Direction	Land Use	Zoning District
North	Commercial (Citgo Gas Station)/ Residential (Sterling Chase)	Planned Commercial Development (PCD)/ Planned Unit Development (PUD)
South	Commercial (Cypress Head Commercial - Vacant)/ Oakwater Lane right-of-way	Planned Commercial Development (PCD)
East	Ashton Lakes Subdivision Conservation Easement	Planned Unit Development (PUD)
West	S. Williamson Blvd. right-of-way, Commercial (Acorn Mini Storage)	Community Commercial (CC)

The PCD zoning district is intended to provide a flexible approach for unique and innovative land development proposals, which would otherwise not be permitted by this code. Because the property owner intends to develop the site in compliance with the LDC and does not anticipate deviating from the requirements in the LDC, the property owner selected to use a standard zoning district and meet the requirements in the LDC. All future development plans (site plan or subdivision) submitted will require a detailed technical review by the Development Review Committee (DRC) to determine all requirements in the LDC are met.

Consistency with Comprehensive Plan

The proposed CC zoning district is consistent with the *Commercial* Future Land Use (FLU) designation. The *Commercial* FLU designation is generally characterized by uses that provide for the retail sale of items and services to the general public. The subject property is designated *Commercial* on the City's Future Land Use (FLU) map. The proposed CC zoning district is consistent with the *Commercial* FLU designation. The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Community Commercial node located around the intersection of S. Williamson Boulevard and Oakwater Lane/Airport Road. Community Commercial Nodes are intended to support the City with a mix of general and specialized shopping needs of the general population within a +/- 2-mile radius. This type of node typically consists of shopping centers, retail stores, restaurants, automobile service facilities, offices, and similar uses. Based on compatibility with adjacent uses and availability of infrastructure, the requested zoning is appropriate for this location and it is consistent with existing FLU designation.

Recommendation:

Staff recommends approval of the request to rezone +/- 5.85 acres located at the northeast corner of S. Williamson Boulevard and Oakwater Lane from Planned Community Development (PCD) to Community Commercial (CC).

ATTACHMENTS:

1. Exhibit A – List of Uses in CC district
2. Exhibit B – Future Land Use Map
3. Exhibit C – Current and Proposed Zoning Map

EXHIBIT A

Community Commercial – CC	
Permitted Uses:	• Adult/vocational education • Antennas • Appliance/electronic repair shops • Banks • Business services • Camouflaged and monopole communication towers • Clubs, lodges, and fraternal organizations. • Convenience stores with or without fuel operations • Financial services • Fleet-based services • Funeral homes • Furniture and appliance stores • Health/exercise clubs • Medical offices/clinics • Motor vehicle service stations • Office supplies • Offices • Personal services • Restaurants • Retail home building materials • Retail nurseries and garden supplies • Retail sales and services • Veterinary clinics
Permitted uses with special development requirements (chapter 18, section 4):	• Athletic/sports facilities • Brewery • Child Care Centers • Craft food and beverage producer • Community gardens • Microbrewery • Theaters
Special exception uses (chapter 18, section 3):	• Bars, lounges, and night clubs • Fortune tellers, astrologers, and palm readers • Game/recreation facilities • Guyed and lattice communication towers • Marina, recreational • Mini-warehouses • Motor vehicle and boat storage facilities

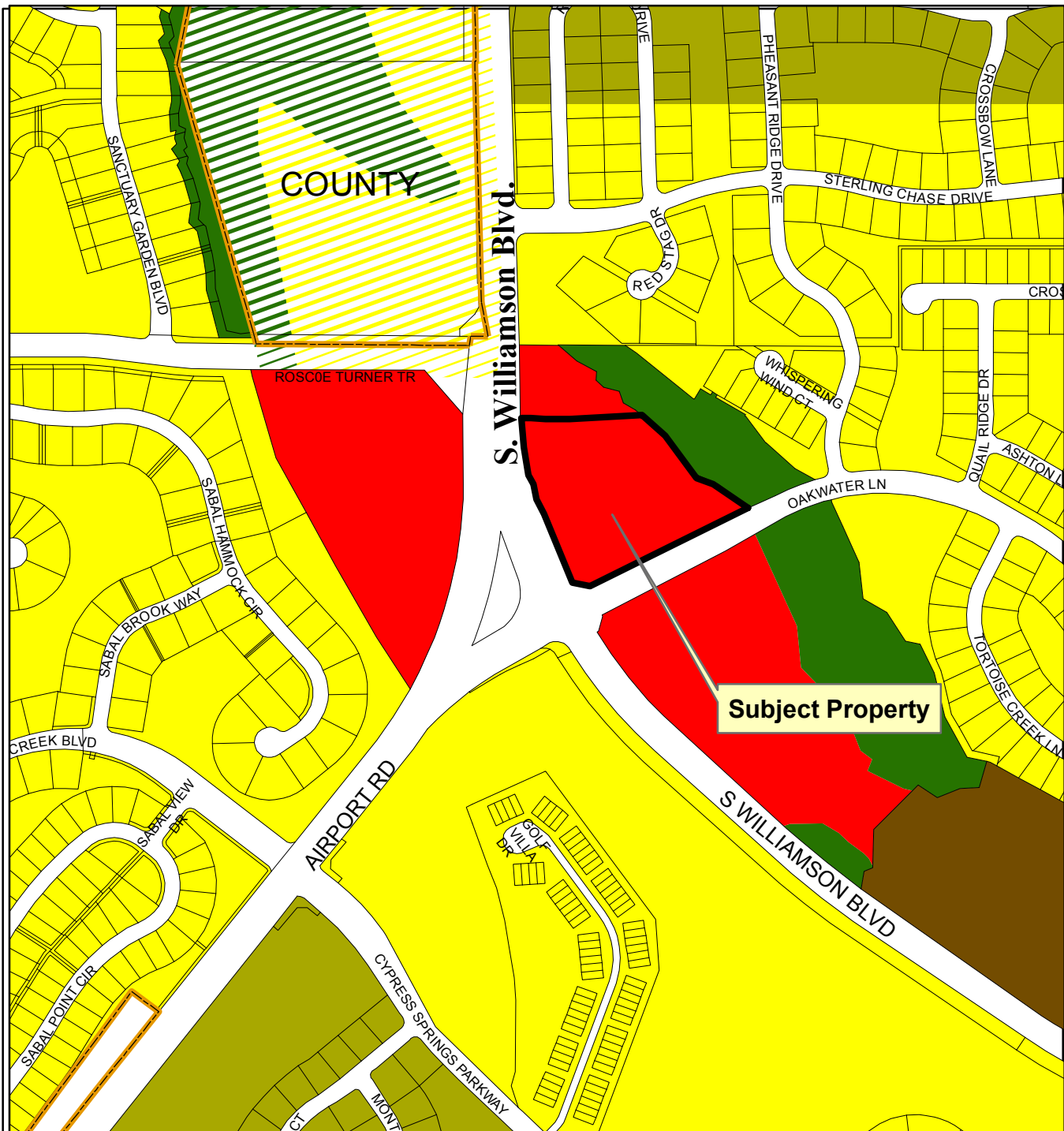


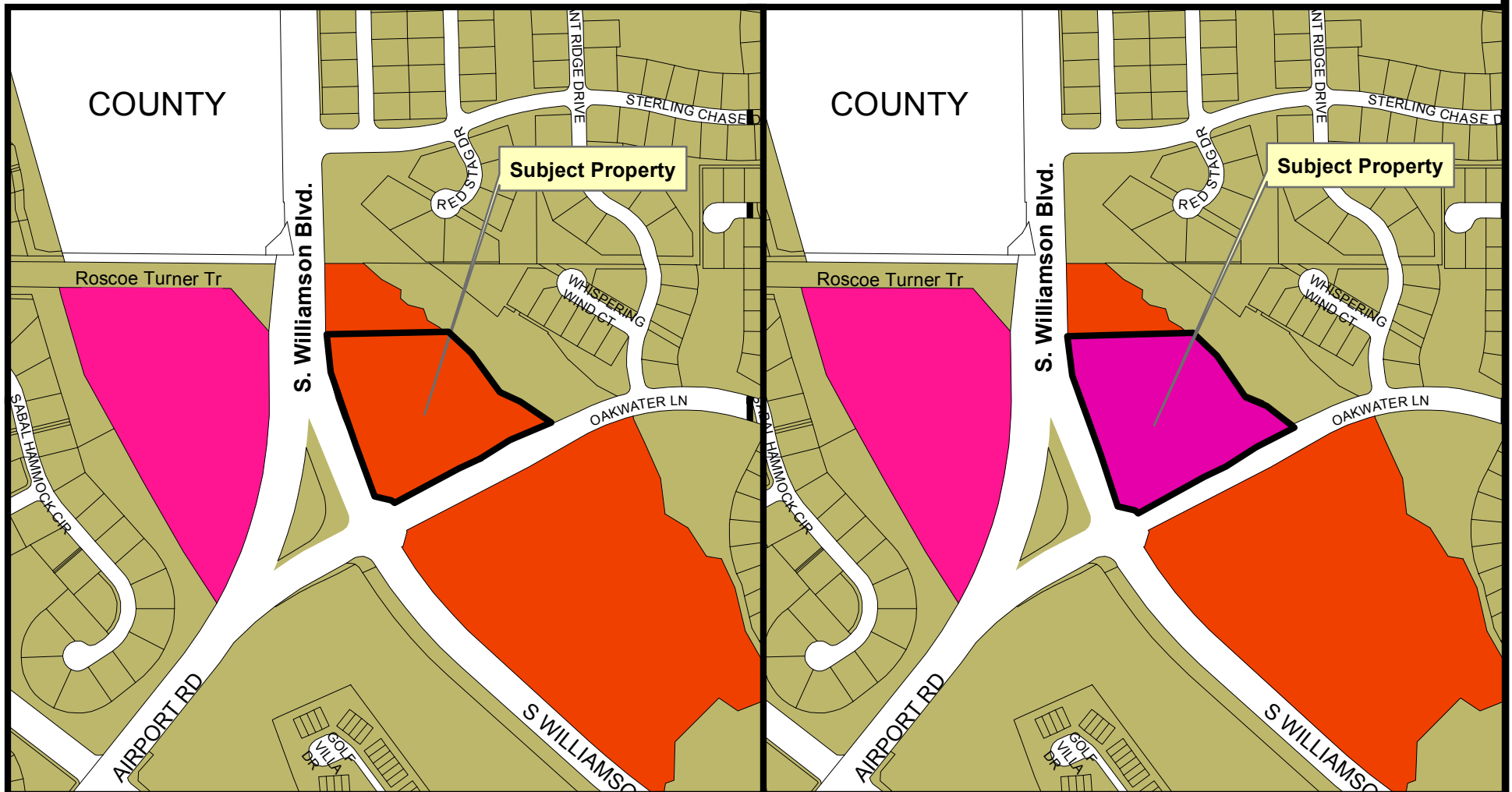
Exhibit B - Future Land Use

- | | |
|---------------------------------------|--|
| Conservation | Urban High Density Residential (8-16 Units/Acre) |
| Rural Transition (0-2 Units/Acre) | Commercial |
| Suburban Residential (2-4 Units/Acre) | Volusia County Urban Low Intensity |
| | Volusia County Environmental Systems Corridor |



CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





Current Zoning

Proposed Zoning

 CC Community Commercial

 PUD Planned Unit Development

 PCD Planned Commercial Development



Exhibit C - Current and Proposed Zoning

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: No

SUBJECT: (G19) Change of Use for a Communications Tower at 651 Taylor Road
(Case No. 18-32000001)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: No motion is needed.

SUMMARY: AT&T, the applicant for the property owner (Port Orange United Church of Christ) is proposing to construct a 125-foot tall monopole communications tower at 651 Taylor Road. Currently, the subject property is developed with a house of worship (Port Orange United Church of Christ). The subject property is zoned Government/Public Use (GPU) and according to Chapter 17, Section 26 and Chapter 16, Section 9 of the Land Development Code (LDC), a monopole communications tower is a permitted use in the GPU zoning district. The subject property was rezoned from Planned Unit Development (PUD) to GPU in 1994 and in 1997 the LDC was amended and the monopole communications tower use was added to the list of a permitted use in the GPU zoning district.

Although a monopole communications tower is listed as a permitted use in the GPU zoning district, the LDC requires any listed permitted use being added to a property zoned GPU to be presented to the Planning Commission and City Council. The GPU zoning district is the only Port Orange zoning district that requires a permitted use to be presented to the Planning Commission and City Council as part of the development process.

According to AT&T, an official site plan and building permit application will be submitted to construct a 125-foot tall monopole communication tower within a 60' X 60' area on the west side of the subject property. AT&T intends to install one antenna on the monopole communication tower and lease the two additional antenna spaces to other network providers. At this time an official site plan for the monopole communication tower has not been submitted to the City. At the time a site plan and building permit are submitted, the applications will be reviewed for compliance with the Code of Ordinances, LDC, and Florida Building Code.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report_Change of Use_651 Taylor Rd_Cell Tower.pdf
2.	Exhibit E Memorandum in Opposition from Residents	Exhibit E Memorandum in Opposition from Residents.pdf

Penelope Cruz	Created/Initiated - 07/30/2018
Tim Burman	Approved - 07/30/2018
Shannon Balmer	Approved - 08/07/2018
Matthew Jones	Approved - 08/08/2018
Jake Johansson	Approved - 08/10/2018
Robin Fenwick	Final Approval - 08/10/2018



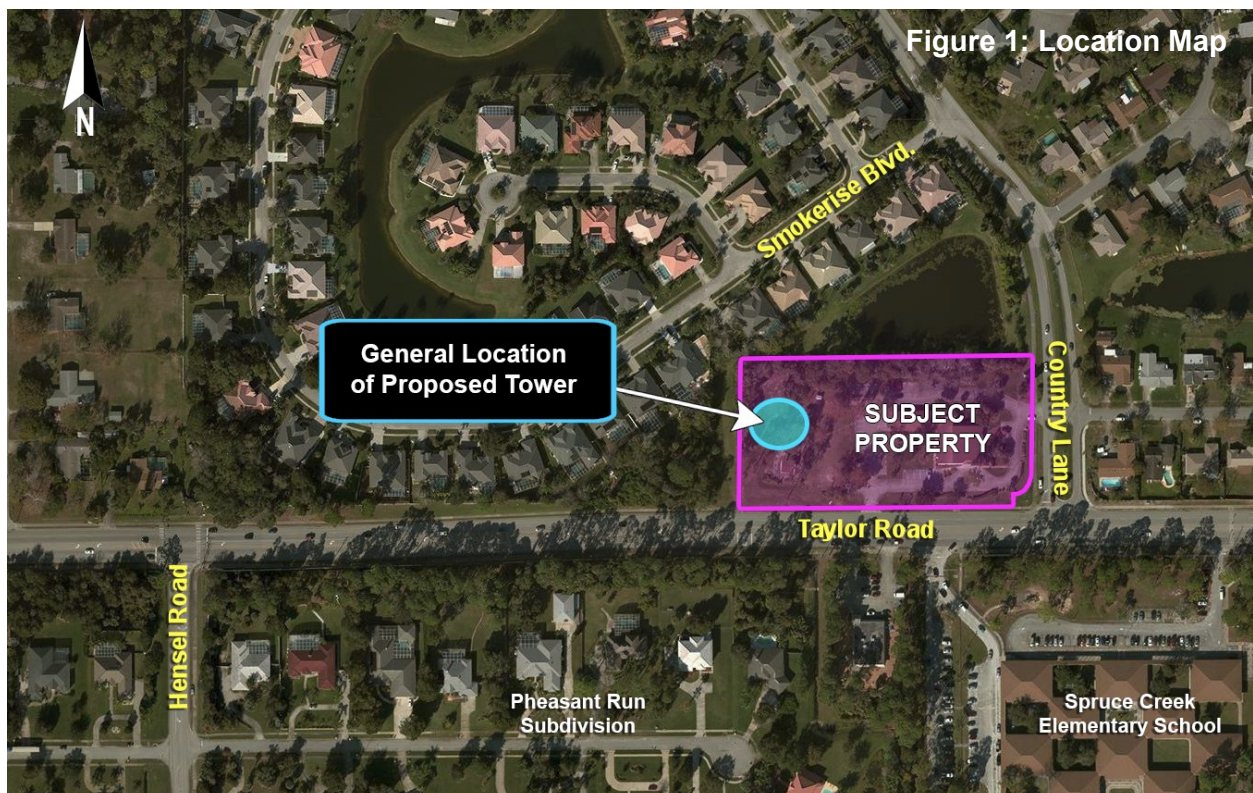
STAFF REPORT

Change of Use to Acknowledge a Monopole
Communication Tower is a Permitted Use in the GPU
Zoning District
CASE NO. 18-32000001

REQUEST:	Acknowledge a Monopole Communication Tower is a Permitted Use in the GPU Zoning District
PROPERTY OWNER:	Port Orange United Church of Christ
APPLICANT:	AT&T Mobility
LOCATION:	651 Taylor Road (Figure 1)
STAFF CONTACT:	Penelope Cruz, Interim Planning Manager (386)506-5671
PLANNING COMMISSION:	July 26, 2018
CITY COUNCIL:	August 21, 2018

INTRODUCTION

A request is being made by the applicant, AT&T, to add an additional use to the subject property (651 Taylor Road). Currently, the site is as a house of worship (Port Orange United Church of Christ). The applicant is proposing to install a 125-foot tall monopole communications tower along with required site improvements on the west side of the property. A site plan application has not been submitted at this time for staff to review for compliance with the Land Development Code (LDC).



BACKGROUND

Land Development Code (LDC), Chapter 17, Section 26, and Chapter 16, Section 9(b)(9), includes monopole communication towers as a permitted use within the Government/Public Use (GPU) Zoning District (Exhibit A).

Although the tower is a permitted use, the LDC requires all proposed uses of land within the GPU zoning district be processed as a "Change of Use". According to the LDC, a "Change of Use" request is to be processed similar to a standard rezoning. Therefore, this item must be presented to the Planning Commission and City Council.

Monopole communication towers are listed as a permitted use in all the City's non-residential zoning districts. The GPU zoning district is the only zoning district that requires all of its permitted uses to be presented to the Planning Commission and City Council whenever there is a change.

AT&T is proposing to construct a 125-foot tall monopole communications tower on the west side of the subject property within a 60' x 60' lease area. AT&T intends to install one antenna on the monopole and lease the two additional spaces to other network providers.

DISCUSSION

The applicant is not required to meet specific criteria for a proposed Change of Use within the GPU zoning district that is a permitted use. However, similar to any use listed as permitted within the GPU zoning district, the proposed monopole communications tower will be required to go through the standard Development Review Process, including submitting a site plan that meets all of the site development regulations within the LDC and building permits to meet the Florida Building Code.

In the past ten years, staff has processed two Change of Use requests in the GPU zoning district. In 2008, the First United Methodist Church added a child care center, and in 2005, Our Savior's Lutheran Church added a child care center. Consistent with this request, those requests were brought before the Planning Commission and City Council. However, in the child care center cases, there were special development requirements listed in the code for staff to evaluate (size of the site, location on an arterial road, buffers, and playground size). In the case of a monopole communications tower in the GPU Zoning District, there are no special development criteria listed in the LDC.

According to the applicant's letter (Exhibit B), AT&T has selected this site to meet their capacity and coverage objectives. Towers are limited as to the number of frequencies they can transmit. When a tower reaches that frequency cap, another tower needs to be constructed to handle the additional frequencies within the area. According to the applicant, in today's highly technological market with more people switching from land lines to cellular phones, and using not only phones but other wireless devices (e.g. iPads, GPS, Bluetooth and Wi-Fi technologies, satellite television), the frequency capacity of a cellular tower can become strained leading to slower connection times and decreased coverage areas.

The communications tower is expected to have a minimal traffic impact as only periodic maintenance is necessary for this use. There will be no water or sewer impacts because those utilities are not needed for the tower. There will be a visual impact because the

tower will be 125 feet tall. The closest residential property lines are approximately 140 feet away from the proposed pole location. There are existing mature trees surrounding the subject property, which will aid in screening the tower and associated equipment. There will also be a 40'-wide landscape buffer and fence required around the proposed communications tower site.

The proposed monopole and site will be required to comply with the following LDC requirements when a site plan and building permit are submitted:

- The monopole must be set back a minimum of 100 feet from Taylor Road and Country Lane. (The subject tower is proposed to be set back 125' from Taylor Road and 495' feet from Country Lane.)
- The monopole cannot exceed 300 feet in height. (The proposed tower is 125' tall.)
- The monopole will be required to either maintain a galvanized steel finish or be painted a neutral color, so as to reduce visual obtrusiveness.
- Any antennas attached to the monopole will also be required to be steel or otherwise match the tower.
- The monopole will not be lighted unless required by the FAA.
- The tower and equipment must be enclosed by a wall or fence not less than six feet in height. (An 8'-tall fence is proposed.)
- Required landscaping includes a row of shade trees spaced at ten feet on center and a continuous hedge around the perimeter of fence, as well as a 40' wide buffer to consist of 7 shade trees, 8 understory trees, and 60 shrubs per 100 lineal foot.
- A comprehensive inventory of those communications towers in its ownership/operation, which are located within the City and within one-quarter mile of the City limits.
- A report from a registered structural or civil engineer which shall indicate the proposed tower's height, design, total anticipated capacity of structure (e.g. potential number/types of antennas which could be accommodated); the proposed method of constructing the tower; a list of antennas proposed for installation (including types and owners); and the proposed tower's proximity to the nearest residential uses and districts.
- Documentation that the communication tower is warranted and the need cannot be met by co-locating the subject antenna(s) on existing communication towers or by installing the subject antennas on alternative support structures. The evidence must address one or more of the following factors: a) Insufficient structural capacity of existing communication towers; b) Unavailability of suitable locations; c) Radio frequency interference or other signal interference problems at existing communication towers; d) The fees, costs, or contractual provisions required by the owner to share an existing communication tower or to adapt an existing communication tower are unreasonable.

Staff acknowledges that a monopole communication tower is a permitted use at 651 Taylor Road based on the monopole communication tower use being listed as a permitted use in the Government/Public Use (GPU) Zoning District in the Land Development Code.

ATTACHMENTS

Exhibit A – Land Development Code, Chapter 17, Section 26 - Government/Public Use Zoning District;
and Chapter 16, Section 9(b)(9) - Personal wireless communication by zoning district

Exhibit B – AT&T Letter

Exhibit C – AT&T Photo Simulation

Exhibit D – Communication from Residents

Exhibit E – Memorandum in Opposition from Residents

- (a) *Purpose and intent.* The government/public use (GPU) district is intended to provide for public and quasi-public uses in a setting which recognizes the special character and location requirements of such facilities.
- (b) *Permitted uses.* All uses proposed by any governmental entity or agency thereof shall be permitted in this district. In addition, the following quasi-public uses shall be permitted in this district:
 - (1) Adult/vocational education.
 - (2) Antennas.
 - (3) Camouflaged and monopole communication towers.
 - (4) Cemeteries.
 - (5) Charitable organization offices.
 - (6) Hospitals.
 - (7) Houses of worship.
 - (8) Nursing homes.
 - (9) Private schools.
 - (10) Public utility stations/plants.

All proposed uses of land within the GPU district shall be advertised for public hearing at the time of rezoning, or prior to a change of use.

- (bb) *Permitted uses with special development requirements (chapter 18, section 4).*

- (1) Child care centers (subsection 4).
- (2) Community gardens (subsection 5.1).

- (c) *Special exception uses (chapter 18, section 3).*

- (1) Guyed and lattice communication towers.
- (2) Marina, recreational (subsection 9.6).

- (d) *Violation of terms or conditions.* It is a violation of this code for any person to violate or to refuse or fail to comply with any term or condition of a rezoning or a change of use in the GPU district. Violations may be prosecuted or enforced as provided by law for prosecution or enforcement of municipal ordinances.

(Ord. No. 1991-20, 8-27-91; Ord. No. 1992-29, 11-3-92; Ord. No. 1993-58, 1-18-94; Ord. No. 1995-45, § 52, 12-19-95; Ord. No. 1997-23, §§ 34, 35, 4-29-97; Ord. No. 1998-69, §§ 40, 41, 10-20-98; Ord. No. 2000-53, § 8, 2-20-01; Ord. No. 2004-21, § 1, 9-21-04; Ord. No. 2010-17, § 3, 7-20-10)

- (9) *Personal wireless communication by zoning district.* The following table lists the zoning districts in which antennas and various types of communication towers shall be permitted as permitted or special exception uses.

Exhibit A

LDC, Ch. 16, Sec. 9(b)(9)

Communication Tower Type	Residential Districts *	Light Industrial (LI)	All Other Districts
Camouflaged	PU	PU	PU
Guyed	SE	PU	SE
Lattice	SE	PU	SE
Monopole	SE	PU	PU
Antennas mounted on communication towers or alternative support structures	PU	PU	PU

Note: Self-supporting lattice and guyed communication towers shall only be permitted as a special exception use in residential districts under unique circumstances. For additional information refer to subsection 3(b) of [chapter 18](#) of this code.

* Includes: A, AP, RR, RMH, R-2D, R-7SF, R-8SF, R-10SF, R-20SF, R-3L, R-3M, R-3H, NP, and PUD.

PU = Permitted Use

SE = Special Exception Use



April 20th, 2018

City of Port Orange
Community Development
1000 City Center Circle
Port Orange, FL 32129

To Whom it may concern,

I respectfully submit this letter as an explanation of our need for a new telecommunications site in the City of Port Orange. As the system design engineer for AT&T Mobility responsible for this area, I have performed a thorough analysis of the desired Capacity need in area and the interaction of the AT&T sites within the larger Volusia County coverage area. The search area was based on the proposed site's location relative to the current surrounding sites and capacity enhancements needed within the city of Port Orange. After running numerous propagation modeling, the location and design height was selected as optimal to provide maximum outdoor/Indoor coverage and handoff capabilities between the surrounding AT&T sites, based on their location and antenna centerlines.

My study included field visits and computer analysis with sophisticated RF modeling that takes into account the following variables: (A) The physical characteristics of the frequencies allotted by the FCC to AT&T; (B) The allowable power outputs of those frequencies; (C) The AT&T Mobility equipment specifications; (D) The location of existing AT&T Mobility and other facilities; (E) The topography and building density of the area; (F) The optimum coverage using the minimum use of new tower sites. After this review, it was determined that there are no existing structures within the area to meet AT&T Mobility's engineering objectives. These factors were quantified, and values extrapolated using RF modeling software to arrive at a design location and minimum requirement for antenna height. The site candidate, located at 651 Taylor Rd, Port Orange FL, identified as AT&T Mobility's South Port Orange site, and is required to meet the Capacity objective.

As design Engineer, we also considered site location at Spruce Creek High School (lat: 29.1127400, long: -81.0151110), but High School location is close to AT&T existing site, so in conclusion High school location won't meet AT&T objectives.

The frequency plan for this site is also in accordance with FCC requirements and will not interfere with the Public Safety bands assigned by the FCC. AT&T is licensed by the FCC to use the Cellular A&B Bands, PCS E band, 700 B, C&D Bands, AWS-3 J Band & WCS A, B, C, and D Bands in Volusia County.

In summary, it is my professional opinion as a radio frequency design engineer there are no other facilities, in the proper location and at the required height, which will provide the Capacity to meet our requirement of providing excellent wireless services to your citizens in this area.

Sincerely,

A handwritten signature in dark ink, appearing to read "Yuvrajsinh Varachhia", with a long horizontal line extending to the right.

Yuvrajsinh Varachhia
Senior RAN Engineer-AT&T Mobility

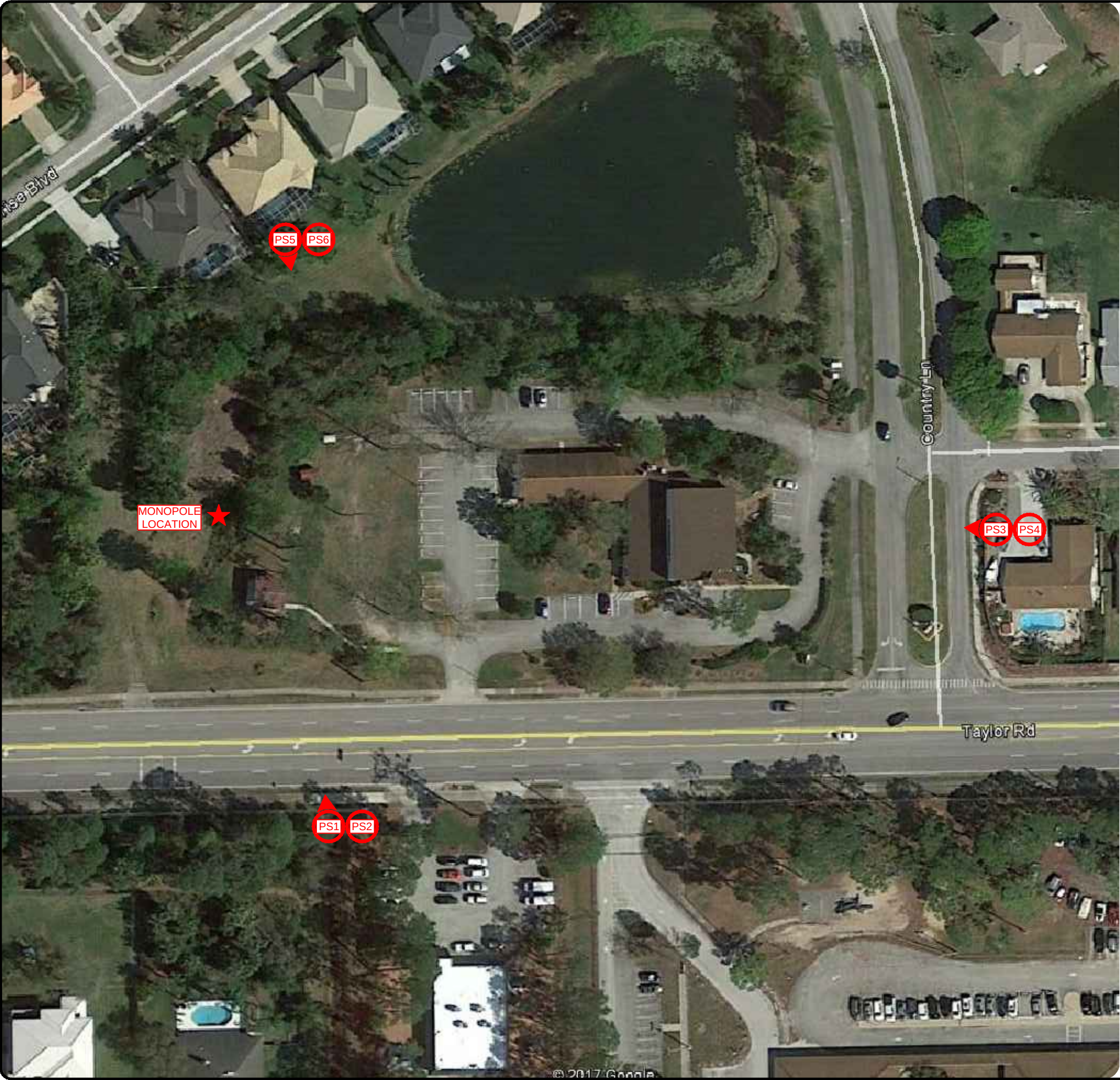


Exhibit C

PS1 & PS2 LOCATION

APPROXIMATELY 230 FEET SOUTH OF
MONOPOLE LOCATION

PS3 & PS4 LOCATION

APPROXIMATELY 570 FEET EAST OF
MONOPOLE LOCATION

PS5 & PS6 LOCATION

APPROXIMATELY 220 FEET NORTH OF
MONOPOLE LOCATION

REFERENCE:

2017 IMAGERY
2017 GOOGLE EARTH

REV	DATE	DESCRIPTION
0	8/8/17	FOR REVIEW
PROJECT NO.:		17-0134.07
DRAWN BY:		CHECKED BY:
W. CORTEZ		M. ABBEY

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3400 LAKESIDE DRIVE, SUITE 525
MIRAMAR, FL 33027

CERTIFICATE OF AUTHORIZATION 31948



SOUTH PORT ORANGE

651 TAYLOR ROAD
PORT ORANGE, FL 32127

SHEET NAME

PHOTOSIMULATION
PHOTO LOCATIONS

SHEET NUMBER

PS0



REV	DATE	DESCRIPTION
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PROJECT NO.:		17-0134.07
DRAWN BY:		CHECKED BY:
W. CORTEZ		M. ABBEY

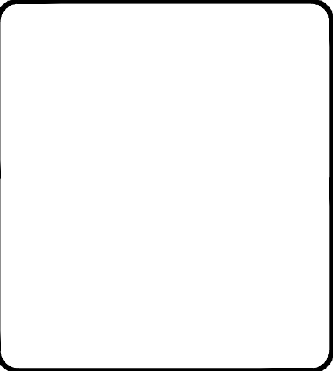
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MIRAMAR, FL 33027

CERTIFICATE OF AUTHORIZATION 31948





SOUTH PORT ORANGE

651 TAYLOR ROAD
PORT ORANGE, FL 32127

SHEET NAME

EXISTING STREETScape
FACING NORTH

SHEET NUMBER

PS1



PROPOSED AT&T
125' MONOPOLE

REV	DATE	DESCRIPTION
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PROJECT NO.:		17-0134.07
DRAWN BY:		CHECKED BY:
W. CORTEZ		M. ABBEY

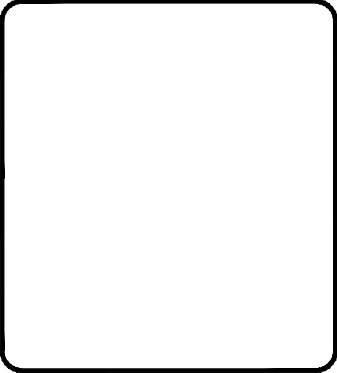
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MIRAMAR, FL 33027

CERTIFICATE OF AUTHORIZATION 31948





SOUTH PORT ORANGE

651 TAYLOR ROAD
PORT ORANGE, FL 32127

SHEET NAME

PROPOSED STREETScape
FACING NORTH

SHEET NUMBER

PS2



REV	DATE	DESCRIPTION
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PROJECT NO.:		17-0134.07
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W. CORTEZ		M. ABBEY

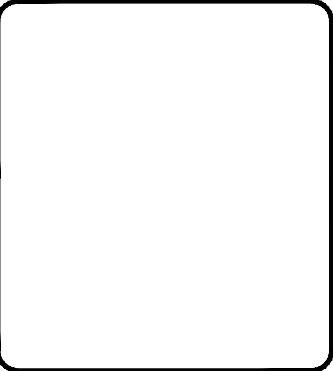
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3400 LAKESIDE DRIVE, SUITE 525
MIRAMAR, FL 33027

CERTIFICATE OF AUTHORIZATION 31948





SOUTH PORT ORANGE

651 TAYLOR ROAD
PORT ORANGE, FL 32127

SHEET NAME

EXISTING STREETScape
FACING WEST

SHEET NUMBER

PS3



PROPOSED AT&T
125' MONOPOLE

REV	DATE	DESCRIPTION
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PROJECT NO.:		17-0134.07
DRAWN BY:		CHECKED BY:
W. CORTEZ		M. ABBEY

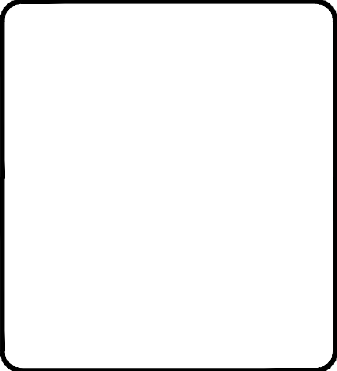
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MIRAMAR, FL 33027

CERTIFICATE OF AUTHORIZATION 31948





SOUTH PORT ORANGE

651 TAYLOR ROAD
PORT ORANGE, FL 32127

SHEET NAME

PROPOSED STREETScape
FACING WEST

SHEET NUMBER

PS4



REV	DATE	DESCRIPTION
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PROJECT NO.:		17-0134.07
DRAWN BY:		CHECKED BY:
W. CORTEZ		M. ABBEY

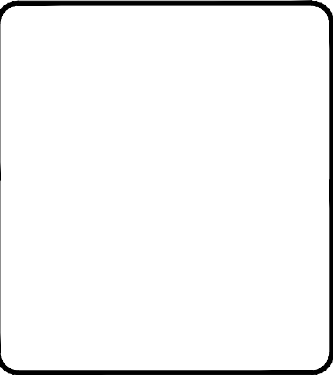
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3400 LAKESIDE DRIVE, SUITE 525
MIRAMAR, FL 33027

CERTIFICATE OF AUTHORIZATION 31948





SOUTH PORT ORANGE

651 TAYLOR ROAD
PORT ORANGE, FL 32127

SHEET NAME

EXISTING STREETScape
FACING SOUTH

SHEET NUMBER

PS5



PROPOSED AT&T
125' MONOPOLE

REV	DATE	DESCRIPTION
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PROJECT NO.:		17-0134.07
DRAWN BY:		CHECKED BY:
W. CORTEZ		M. ABBEY

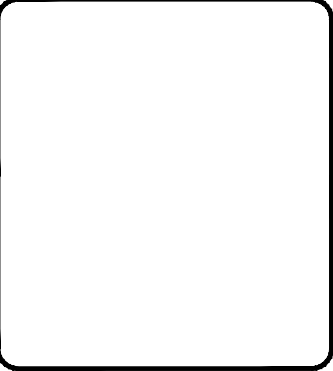
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3400 LAKESIDE DRIVE, SUITE 525
MIRAMAR, FL 33027

CERTIFICATE OF AUTHORIZATION 31948





SOUTH PORT ORANGE

651 TAYLOR ROAD
PORT ORANGE, FL 32127

SHEET NAME

PROPOSED STREETScape
FACING SOUTH

SHEET NUMBER

PS6

Exhibit D

Communication from Residents

Cruz, Penelope

From: fla32127@aol.com
Sent: Thursday, May 17, 2018 4:35 PM
To: Cruz, Penelope
Cc: tanishealey@hotmail.com
Subject: 651 Taylor Road Communication Tower 'change of use' application.

Hello Penelope,

I am writing as the homeowner of the property at 997 Smokerise Blvd in Port Orange, FL.

Apparently, AT&T has submitted a 'change of use' application to allow them to build a 125'(!!!) cell tower on the west end of the church property located at 651 Taylor Road.

I am writing in strong and absolute opposition to this plan. For one reason, it will most CERTAINLY ruin the property value of my home. I have invested tens of thousands of dollars in this property since taking ownership. The eye-sore monstrosity of a cell tower will immediately and irreversibly damage the equity I've built in my property. I intend to hold the City and the members of the Planning Commission joint and severally responsible for any and all losses I incur as a result of their actions.

Secondly, there is ongoing research to suggest that RF wave exposure is hazardous to humans. It is known without doubt that RF energy heats up biological organisms. The short and long term effects of this exposure are still being studied. It is NOT good politics OR good science to expose citizens to potentially hazardous conditions.

A much more palatable solution is to locate this cell tower in a less populated area. REMEMBER, there is an elementary school DIRECTLY across the street from this proposed cell tower location!!

Anecdotally, I must also state that, as an AT&T cell subscriber, the coverage at my house is fine and we don't NEED a cell tower at this location. As an AT&T shareholder, I will also make certain that whoever is personally responsible for this idea will be exposed at the corporate level.

In sum, this is a horrible idea that puts a potentially small incremental gain to AT&T's service first and foremost ahead of the health concerns of your residents and elementary school students AND will destroy the equity that I and so many of my neighbors have sought to build. I believe it would be a horrible travesty to allow AT&T to steamroll the city and pressure them to allow this non-conforming use.

With best wishes,
Paul Kern
997 Smokerise Blvd.
Port Orange, FL 32127

Cruz, Penelope

From: alfredo <aorza@att.net>
Sent: Friday, May 18, 2018 10:36 AM
To: Cruz, Penelope
Cc: Tanis Healey
Subject: AT&T Tower

Dear Ms Cruz,

It has come to my attention, that AT&T is planning to erect a reception or satellite tower, adjacent to the church of Taylor Rd. and Village Trail, in Port Orange. I would like to point out very strongly, that such a monstrosity, belongs in isolated fields, not in the midst of an upscale subdivision. Can you imagine how would that effect the market price of our properties. We all, paid top dollar for this subdivision, and we do NOT intend that a tax free concern, that was created with the ideal of charity, should benefit from a business income. Any Lease, is viewed as a business. Therefore, we cannot allow a non taxable, to profit at the expenses of others. I shall make sure that most of our community shall be informed of this project. I feel sure that the rest of us shall share my point of view. I also feel, knowing Port Orange Community Development, that they will give a serious consideration, especially if they consider their own title "Community". Hence, I trust that a good and beneficial consideration shall be given to the subject in question. Thank You

Always Sincerely

Alfredo Orza
985 Smokerise Blvd,
999 Smokerise Blvd,
990 Smokerise Blvd

Port Orange Planning Commission,

I am writing as the homeowner of the property at 989 Smokerise Blvd, Countryside in Port Orange, FL. It has come to my attention that The Port Orange Church of Christ located at 651 Taylor Road and AT&T have submitted a 'change of use' application to The City of Port Orange to allow for a 125 ft tall communication tower be constructed on church property.

I am writing to express my complete opposition to this proposed change for many reasons. First, it will decrease the value and desirability of my property, and others, to future buyers. Research indicates that over 90% of home buyers and renters are less interested in properties near cell towers *and* expect to pay less for a property in close vicinity to cellular antennas. Multiple surveys and published articles have shown a sales price drop of up to 20%.

<https://ehtrust.org/cell-phone-towers-lower-property-values-documentation-research/>

<http://realtormag.realtor.org/daily-news/2014/07/25/cell-towers-antennas-problematic-for-buyers>

One of the reasons I purchased my home was the beautiful park like setting the residential community of Countryside has to offer. This tower will definitely change how people look at our community and likely deter them from purchasing a home in a community where they constantly have to view this massive 125 ft tall tower in their backyards. I have invested tens of thousands of dollars and hundreds of hours of time into this property to make it beautiful and increase the future value of the home. I have been a responsible home owner following all City Codes, Countryside HOA by-laws as well as Steeplechase HOA rules requiring me to keep my property looking good so home values my community, and in Port Orange, continue to rise. I expect the City of Port Orange will not allow this tower to be built at the proposed location because it will indeed devalue hundreds of properties in the community and hurt the equity that residents of Countryside and other surrounding communities currently have in their homes and this location is simply too close to homes.

The second reason I'm opposed to this tower is lack of a justified need for an additional tower to provide supplemental coverage in this area. As a cell phone user, I fully understand the need for towers to provide customers with service. I currently have AT&T cell phone service and I have great service at my home. Other residents with AT&T that I spoke to regarding this matter agreed that this community already has great coverage. In fact, the AT&T wireless data map of coverage shows our area completely covered with no dead zones. After doing research, I have found that there are eleven (11) multi-use towers over 100 feet tall within 3 miles of the proposed tower location. Four (4) of those towers are extremely close, within 1.5 miles, of the proposed location. The City of Port Orange should be working to co-locate communication equipment on existing towers first and when deemed absolutely necessary, locate new towers in commercial locations to reduce impact to its residents.

Another issue with using this location is the environmental noise from the communication support equipment located at the base of the tower. This tower will require a small building to house power, cooling equipment, and a generator. One of the biggest complaints of residents that live in close proximity to a communication tower is the significant environmental noise generated by the support equipment. The generator must run functional self checks regularly to ensure it is working condition in the event of power outage. With adjacent properties being so close to the proposed tower (less than 100 feet) it is inevitable that we will hear this equipment running. Aside from being a nuisance, this will indeed deter potential buyers and reduce the property values of the properties that are in such close proximity.

Finally, there is ongoing research that RF wave exposure is hazardous to humans and especially children. Brain cancer, leukemia, and breast cancer are a few health effects that have been reported from prolonged exposure to RF. It is important to note that cell phone antennas emit constant microwave radiation and may act as a chronic stressor with neurological side effects at low exposure levels. With such conflicting scientific data, the City of Port Orange is at increased liability risk in the future for being complicit in causing severe health problems to the surrounding

residents, children at Spruce Creek Elementary school, and toddlers at La Petite daycare (both of which are located directly across the street from the proposed location). If the City of Port Orange approves this proposed change of use and authorizes the erection of the tower in such close proximity to residences, an elementary school, and a daycare, the City, and AT&T, will be liable if a definite link is made between RF exposure and any health issues. The City of Port Orange needs to acknowledge this increased risk acceptance as part of its approval process so that it is appropriately characterized and documented.

In closing, I want to again express my complete opposition to this proposal for the reasons stated herein. Please do not approve the proposed 'change of use' application that would only serve AT&T's interests and the financial gains of Port Orange Church of Christ over that of the citizens of Port Orange that actually live and serve this community.

Sincerely,
Tanis and Eugene Healey
989 Smokerise Blvd.
Port Orange, FL 32127

July 19, 2018

Mr. Paul Kern
997 Smokerise Blvd.
Port Orange, FL 32127

RE: Letter of Adverse Impact

Dear Mr. Kern,

I'm in receipt of your letter dated June 29, 2018, concerning the proposal of a 125 foot cell tower to be built at 651 Taylor Rd.

My name is James Steck, and I own the property at 709 Hensel Hill Rd. East. I'm writing because I am in fact opposed to the construction of a cell tower at that location, which is within 1000 feet of my residence. I'm also opposed to the fact that this is even being considered as an option.

My family has been here for over 27 years and our neighborhood and property has remained a clean, safe and a well sought after area to reside. My wife and I decided to continue to live here with our two daughters, both of whom attend Spruce Creek High School (also within a close radius of the proposed tower) because of those reasons. Any cell tower, that would be located that close to our neighborhood, would cause us concern for our health.

In addition to our health concern is the fact that the proposed tower would have an extreme negative impact on our property value and could change the look of our beautiful neighborhood. We have invested a lot of money over the years to increase the value of our home and keep with the standards of our community, a looming cell tower would ruin a lot of hard work and effort.

I am unable to attend the planning commission meeting on the 26th but would like my feelings known. I would hope that our elected community leaders understand that they are there to represent their constituents' best interests and that a proposed cell tower located in the middle of nice, established neighborhoods is not in our best interests. There are several other areas this tower could be located within Port Orange that would not ruin its neighborhoods.

Sincerely,



James J. Steck



CITY OF PORT ORANGE
STATE OF FLORIDA

-----X

In the Matter of the Application of

AT & T Mobility

Change of Use Application

Premises: 651 Taylor Road
Port Orange, FL 32127
Parcel ID# 6316-00-00-0063

**MEMORANDUM
IN OPPOSITION**

-----X

MEMORANDUM IN OPPOSITION

Respectfully Submitted,

John Watts & Gwendolyn Watts, 989 Mori Ct., Port Orange, FL 32127
Harvinder & Ishita Chadda, 991 Mori Ct., Port Orange, FL 32127
Dave & Nancy Hallman, 993 Mori Ct., Port Orange, FL 32127
John Fallon, 994 Mori Ct., Port Orange, FL 32127
John & Sheila McClellan, 995 Mori Ct., Port Orange, FL 32127
Tom & Esther Deluca, 996 Mori Ct., Port Orange, FL 32127
Howard & Georgeanne Tipton, 997 Mori Ct., Port Orange, FL 32127
Mary Ann Parent, 998 Mori Ct., Port Orange, FL 32127
Peter and Rose Delonibus, 999 Mori Ct., Port Orange, FL 32127
Natavaral & Varsha Patel, 1000 Mori Ct., Port Orange, FL 32127
James Kreutz, 1001 Mori Ct., Port Orange, FL 32127
Rhonda Abbot & Ada Landers, 1002 Mori Ct., Port Orange, FL 32127
Paul Kern, 997 Smokerise Blvd., Port Orange, FL 32127
Kathleen & Garret Garry, 995 Smokerise Blvd., Port Orange, FL 32127
Gary & Tatiana Llewellyn, 991 Smokerise Blvd., Port Orange, FL 32127
Tanis & Eugene Healey, 989 Smokerise Blvd., Port Orange, FL 32127
Alfredo Orza, 985 Smokerise Blvd., Port Orange, FL 32127
Lori Koester, 984 Smokerise Blvd., Port Orange, FL 32127
Tracey Copeland, 982 Smokerise Blvd., Port Orange, FL 32127
Stephen Crass, 868 Pine Forest Trail W., Port Orange, FL 32127
Megan and Channing Stacy, 858 Pine Forest Trail W., Port Orange, FL 32127
Greg and Barbie Marland, 708 Pine Forest Trail E., Port Orange, FL 32127
Barbara & Bruce Watts, 5706 Pendlebury Ct., Port Orange, FL 32127
Joyce & David Mead, 5776 Pendlebury Ct., Port Orange, FL 32127

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Preliminary Statement

This memorandum is being submitted by, and on behalf of, multiple homeowners whose homes are situated in close proximity to the tower installation proposed for construction at 651 Taylor Road, Port Orange, Florida 32127.

The applicant, *AT&T Mobility*, (hereinafter “*AT&T*”), has filed a change of use application, seeking to install a roughly one hundred thirty (130) foot cell tower (*See* footnote 1 below)¹ in close proximity to one hundred fourteen (114) homes, in a residential neighborhood where no existing structure currently stands taller than two (2) stories in height.

As the evidence submitted herewith makes indisputable, the current application should be denied because: (a) the tower is wholly unnecessary for the applicant (*AT&T*) to provide personal wireless services within the City, (b) the granting of the application would violate the Land Development Code of the City of Port Orange, and (c) the installation of a thirteen (13) story tower in the heart of a residential neighborhood would inflict upon the surrounding homes and community the precise adverse impacts which the relevant provisions of the Land Development Code were specifically enacted to prevent.

As such, the residential homeowners, on whose behalf this Memorandum is submitted, respectfully submit that the application should be denied, and they seek to ensure that it is denied in a manner which does not violate with the Telecommunications Act of 1996.

¹ While *AT&T*'s application states that the height of the proposed tower will be 125 feet in height, its drawings depict that the actual height of the tower will be *at least* 128 feet, because the drawings show that the *upper half* of the transmitters (which are typically 8 feet in length) will be mounted *above* the actual monopole structure. *See* Sheet Z4 within *AT&T*'s Application Submission. Moreover, under the Middle Class Tax Relief and Job Creation Act of 2012, once the tower is built, *AT&T* will be able to increase the height of the tower by an additional 28 feet and the federal Act would prohibit the City of Port Orange from preventing same. *See* 47 U.S.C. § 1455(a) and 47 C.F.R. § 1.40001(b)(7).

POINT I

AT&T's Application Must be Denied Pursuant to Land Development Code Chapter 16, Section 9, Because AT&T Has Failed To Establish Both a Need for the Tower, and a Lack of Alternative, Less Intrusive, Locations

As the Land Development Code of the City of Port Orange (hereinafter “the Land Development Code”) makes crystal clear, “a proposed communication tower shall not be approved” unless the applicant demonstrates both: (a) that there is a *need* for the communication tower, and (b) that such “need” cannot be met by co-locating on an existing tower, or by installing antennas on alternative structures or alternative locations. *See* Land Development Code Chapter 16, Section 9, subparagraph (d)(3).

Contemporaneously, and in direct parallel, under the federal Telecommunications Act of 1996 (hereinafter “the TCA”), a local government cannot deny an application for the installation of a cell tower, if an applicant such as *AT&T* proves both: (a) that it suffers from “a significant gap” in its personal wireless services, and (b) that the proposed installation is the “least intrusive means” of remedying such gap, meaning that there are no less intrusive alternative locations *See T-Mobile Central LLC v. Charter Township of West Bloomfield*, 691 F3d 794 (6th Cir. 2012).

As set forth below, *AT&T's* application cannot properly be granted under the Land Development Code, and the City is not compelled to grant it under the TCA, because: (a) *AT&T* has wholly failed to establish that there is a “need” for the tower, such that it would warrant inflicting substantial adverse impacts upon the residential community and 114 homes nearby, and (b) because *AT&T* has additionally failed to establish that it cannot satisfy whatever need it claims to possess by installing a wireless facility at an alternative, *less intrusive*, location.

A. AT&T Has Not Established an Actual
or Current Need For The Proposed Tower

There are essentially two types of cell tower applications currently being filed across the United States.

The first type are those where an applicant seeks approval for a cell tower because they have an *actual need* to build that tower to remedy an ***actual coverage gap*** in their personal wireless services. The existence of such a gap is the basis for a “need” to build a new tower to “close the gap” and thereby prevent its customers from suffering dropped calls.

The second type of application involves cases within which an applicant *does not* suffer from any gap in its personal wireless service and does not have any actual current need for a proposed tower, but pursues construction of a new tower as a future investment.

This investment is both for its own future use (*i.e., to meet “future capacity” needs*), and also, to be the first to build at a specific location so that it can thereafter compel its competitors to co-locate on their tower, and thereby force their competitors to pay them rent indefinitely.

Co-tenants, who are forced to lease space on their competitor’s towers, typically pay amounts between \$2,500.00 and \$3,500.00 per month, for each such installation, indefinitely.

Applicants Who Suffer From Gaps In Coverage

As has been defined by the Courts, a coverage gap exists when a remote user of wireless services is unable to either connect with the land-based national telephone network or to maintain a connection capable of supporting a reasonably uninterrupted communication.

When a coverage gap exists, customers cannot receive and send wireless calls, and when they pass through the coverage gap their calls are disconnected.

When an applicant is compelled to seek a new cell tower because they suffer from an actual coverage gap, they typically file direct proof of their actual gap in wireless services.

Such direct evidence often consists of computer generated records of the number of actual dropped calls the applicant's customers have suffered during a finite period of time, and within a specific geographic location, the latter of which dictates why a specific location was chosen for a new proposed cell tower. Alternatively, applicants will perform signal strength testing and will produce the results of those tests as direct proof that there is a specific geographic area within which the strength of their wireless signal is simply too weak for their customers to initiate, maintain and conclude wireless communications.

As is reflected in the record of this case, *AT&T* has provided neither of these forms of evidence in support of its application.

Applicants Who ***Do Not*** Suffer From Gaps In Coverage

In cases where the applicant *does not* have a gap in coverage and *no actual current need* for a proposed tower, they simply cannot show any direct proof of an actual need for a tower.

So instead, they provide a report from an RF engineer who performs "computer modeling" and states, in purely hollow fashion, that the proposed tower is "needed" to meet some unspecified and undefined "coverage objectives" which the applicant purports to possess.

This is precisely what *AT&T* has provided in the instant case. A true copy of *AT&T*'s RF engineer's letter is annexed hereto as Exhibit "A," wherein *AT&T*'s engineer does not state that the tower is needed because *AT&T* suffers from any actual current gap in its wireless service.

Instead, the RF engineer describes AT&T's "*desired* Capacity need in the area", which simply means that AT&T does not have a current need for the tower to provide wireless service, but instead desires the additional tower for potential future capacity needs, and, of course, to stake ownership of a new tower, after the construction of which AT&T will be able to effectively force its competitors to "co-locate" on its tower (by virtue of the Land Development Code's co-location requirements), thereby forcing them to pay AT&T rent indefinitely. *See* Exhibit "A".

As reflected below, a simple review of *AT&T*'s own coverage maps, and records of actual call testing employing *AT&T*'s wireless services, clearly establishes that *AT&T* has not established, and cannot establish, a need for its proposed tower, as would be affirmatively required under Land Development Code Chapter 16, Section 9, before *AT&T*'s application could be granted.

B. Actual Calling Testing Has Confirmed That
 AT&T Does Not Suffer From a Gap in Service

A coverage gap exists when a wireless provider's customers cannot receive and send calls, and when customers pass through a coverage gap, their calls are disconnected.

A coverage gap or a "*need*" for a proposed site is found to be *substantial* by the Courts where, *inter alia*, the coverage needed by a carrier is not limited to a small number of houses in a rural area or merely the interior of buildings in a sparsely populated area." New York SMSA Limited Partnership v. Town of Oyster Bay Zoning Board of Appeal, 2010 WL 3937277 (E.D.NY 2010).

The most accurate means of determining whether a gap exists, and concomitantly whether a proposed tower is actually needed, is call testing.

Simply stated, a test is conducted whereby calls, texts, and e-mails are both sent and received using the applicant's service, on telephones situated within the precise geographic area in which the applicant claims the proposed tower is "needed" to provide coverage.

If persons are able to both make and receive telephone calls, texts and e-mails, and they are able to initiate, maintain and conclude such calls without failure, then it is simply beyond argument that the provider does not suffer from a "significant gap" in its personal wireless service, and does not "need" a tower to remedy a gap which does not exist.

Call Testing Results

To establish that *AT&T* does not possess a current and actual need for the one hundred thirty (130) foot tall cell tower it proposes, residents conducted actual call testing employing *AT&T's* wireless services and recorded call logs to document the result of such tests. Their call logs, which document the testing that was conducted, are collectively annexed hereto as Exhibit "B."

Exhibit "B" collectively includes the verified call logs of Paul Kern, Bruce Watts, Tanis Healey, Eugene Healey, John Watts and N. David Mead, each of which is verified by the respective individual who personally performed the testing described in each respective log, and recorded the results thereof.

As evidenced by Exhibit "B," the persons conducting the tests collectively initiated and received a total of five hundred sixty-one (561) wireless communications, employing *AT&T's* wireless services, in the precise geographic area which *AT&T* purports its proposed tower is needed to service.

The testing was performed by various homeowners who live in close proximity to the proposed tower using *AT&T's* wireless services. Such testing encompassed both sending and receiving, voice calls, texts, and e-mails in the subject area.

The homeowners made and received voice calls, text messages, and e-mails, and contemporaneously recorded the date and time of each respective wireless communication, the specific geographic location at which the respective communication was made or received, whether the communication was a voice call, text or e-mail, and whether or not they were able to successfully initiate, maintain and complete each such wireless communication without communication failure, interruption or loss of wireless services.

As recorded in the call logs, those tests revealed that those conducting the tests were able to initiate, maintain and conclude a total of five hundred sixty-one (561) wireless communications using *AT&T's* services, which included both sending and receiving voice calls, text messages and e-mails without communication failure, (*i.e., dropped calls or text transmission failures*) interruption, difficulty or loss of service.

As reflected within these logs, the homeowners were able to send and receive and to initiate, maintain and conclude a total of five hundred sixty-one (561) telephone calls, text messages, and e-mails, without failure or interruption. This means that out of five hundred sixty-one (561) attempted communications through the sending and receipt of both voice calls and text messages (*See Exhibit "B"*), the rate of success employing *AT&T's* wireless services was one hundred (100%) percent.

C. *AT&T's* Coverage Maps for
651 Taylor Road, Port Orange, FL

Significantly, the call testing results described herein above are entirely consistent with *AT&T's* own coverage maps, which *AT&T* has openly maintained and published on it's website, www.att.com.

On its website, *AT&T* has published coverage maps for its personal wireless service coverage at 651 Taylor Road, Port Orange FL 32127, including its voice services, 3G services, 4G services and 4G LTE services.

Through those self-published coverage maps, *AT&T* has confirmed that consistent with the results of the call testing conducted by the residents, *AT&T* has no actual gaps in its Voice, 3G, 4G or 4G LTE coverage in the precise area which is described within *AT&T*'s application pending before the City. *See* Exhibits "C" (*AT&T* Voice Coverage), "D" (*AT&T* 3G Coverage), "E" (*AT&T* 4G Coverage) and "F" (*AT&T* 4G LTE Coverage), all of which are *AT&T*'s current coverage maps that were downloaded from att.com on July 13, 2018.

Each of *AT&T*'s current coverage maps (Exhibits "C" "D" "E" and "F") affirmatively depict 651 Taylor Road, Port Orange FL 32127, and the entire area surrounding it, as having no gaps in wireless coverage for Voice, 3G, 4G or 4G LTE coverage.

As such, it is beyond argument that *AT&T* cannot claim that it suffers from a "significant gap" in its wireless services, or that it possesses an actual "*need*" for the proposed tower, because the evidence submitted herewith as Exhibits "B," "C," "D," "E," and "F" "" proves that *AT&T* does not have any gaps, much less any "significant gaps", in its wireless services.

Point II

AT&T's Application Must be Denied, Because the Proposed Tower Would Inflict Upon the Residential Neighborhood the Very Impacts Which the Relevant Provisions of the Land Development Code Were Specifically Intended to Prevent

Within the Land Development Code, personal wireless communications facilities are regulated under Chapter 16, Section 9.

As is explicitly set forth within such Chapter and Section, the very purpose for which Chapter 9 was enacted was to protect abutting property owners and residential communities “from the potential adverse impacts associated with cell sites”² and to “minimize the adverse visual impacts associated with cell sites.”³

Those “purpose and intent” provisions set forth within Section 9 are entirely consistent with the “purpose and intent” provision set forth within Chapter 1, Section 3 of the Code, which proclaims that the very purpose for which the entire Code was enacted was “for the purpose of protecting the health, safety and general welfare of the citizens of the city” and “to enhance the appearance and livability of the city.”⁴

As set forth below, the approval of the proposed application would violate the explicit intent of the Land Development Code, because the construction of a thirteen (13) story tower in a residential neighborhood would inflict upon the one hundred fourteen (114) nearby homes the precise adverse impacts which the Land Development Code, and Chapter 16 thereof, were specifically enacted to prevent.

² See Land Development Code Chapter 16, Section 9, subparagraph (a)(1).

³ See Land Development Code Chapter 16, Section 9, subparagraph (a)(3).

⁴ See Land Development Code Chapter 1, Section 3.

(i) The Proposed Installation Will Inflict a Dramatic and Wholly Unnecessary Adverse Impact Upon the Aesthetics and Character of The Area

As logic would dictate, the construction of a thirteen (13) story tower in the heart of a residential neighborhood where no other structures exceed two (2) stories in height would not merely “*stick out like a sore thumb*,” but it would dominate the skyline, be wholly inconsistent with the residential character of the neighborhood and would inflict severe adverse aesthetic impacts upon virtually all of the homes in close proximity.

Recognizing this likely impact, which such an irresponsibly placed cell tower would inflict upon homes and residential communities, the City of Port Orange enacted Chapter 16, Section 9 for the explicitly stated purpose of, among other things, “*minimizing the adverse visual impacts associated with cell sites*.” See Chapter 16, Section 9, subparagraph (a)(3).

As federal Courts have ruled, where a local government is entertaining a cell tower application, it should accept, as direct evidence of the adverse aesthetic impacts which a proposed cell tower would inflict upon nearby homes, statements and letters from the actual homeowners, because they are in the best position to know and understand the actual extent of the impact they stand to suffer. See e.g. Omnipoint Communications Inc. v. The City of White Plains, 430 F2d 529 (2nd Cir. 2005). Moreover, Federal Courts have consistently held that adverse aesthetic impacts are a valid basis on which to deny applications for proposed telecommunications towers. See Omnipoint Communications Inc. v. The City of White Plains, 430 F2d 529 (2nd Cir. 2005).

Annexed hereto collectively as Exhibit “G” herewith, are letters from homeowners whose homes are in close proximity to the site upon which AT&T proposes to install its thirteen (13) story tower.

Within each of those letters, the homeowners personally detail the adverse aesthetic and other impacts that the proposed installation would inflict upon their respective homes.

Each of the neighboring property owners have provided detailed and compelling explanations of the dramatic adverse impacts their properties would suffer if the proposed installation is permitted to proceed.

Such installation would dominate the skyline, tower over their homes and destroy the views from all areas of their properties and from both inside and outside of their homes.

Such detailed descriptions of the adverse impacts that their respective homes would sustain, and which the City should properly consider, are collectively submitted herewith as Exhibit “G” from: Tatiana and Gary Llewellyn, of 991 Smokerise Blvd., Port Orange, Dr. Christopher Linge, 1003 Smokerise Blvd., Port Orange, N. David Mead, 5766 Pendlebury Court, Port Orange, John and Gwendolyn Watts, 989 Mori Court, Port Orange, Paul Kern, 997 Smokerise Blvd., Port Orange, Tanis and Eugene Healey, 989 Smokerise Blvd., Port Orange, Garret Garry, 995 Smokerise Blvd., Port Orange, and Alfredo Orza, 985 Smokerise Blvd., Port Orange.

Once again, all of the adverse aesthetic impacts that the proposed cell tower would inflict upon their respective homes is entirely unnecessary, because *AT&T* does not need the proposed one hundred thirty (130) foot cell tower to provide wireless services within the City.

*AT&T's Photo Submission is Inherently
Defective and Should be Disregarded Entirely*

When entertaining cell tower applications, local zoning boards often request, and applicants often provide, photographic depictions of how the proposed cell tower will look if the respective application is granted. As common sense would dictate, the whole purpose of requesting such photo simulations and/or depictions is to provide the appropriate board with a visual understanding of the actual aesthetic impact that a proposed installation is likely to inflict upon the nearby homes and residential community.

Not surprisingly, applicants often seek to disingenuously minimize the visual impact depictions, by deliberately omitting from the visual impact studies, simulations or images, any images taken from the perspective of those nearby homes that would sustain the most severe adverse aesthetic impacts.

Such is precisely the case here. Within its submission, *AT&T* has proffered photographic images and/or simulations which are identified within its submission as PS1, PS2, PS3, PS4, PS5, and PS6.

Not a single one of those submissions depict images taken from the perspective of the nearby homes which will sustain the most severe adverse aesthetic impact from installation of a thirteen (13) story tower so close to their homes. Moreover, they depict nothing atop the tower other than a sole antenna mount when, in reality, *AT&T* fully intends to affix *multiple* full size mounts and a plethora of various equipment which would inflict a far more dramatic adverse aesthetic impact upon the community than the skeleton installation depicted in *AT&T's* submissions.

In Omnipoint Communications Inc. v. The City of White Plains, 430 F2d 529 (2nd Cir. 2005), a federal court explicitly ruled that where, as here, a proponent of a cell tower presents visual impact depictions or studies wherein they “omit” any images from the perspectives of homeowners whose homes are in close proximity to the proposed installation, such presentations are inherently defective, and should be properly disregarded by the respective government entity that received it.

As was explicitly stated by the federal court, “the Board was free to discount Omnipoint’s study because it was conducted in a defective manner. . . because the study was conducted without notice to the Board or the community, the observation points were limited to locations accessible to the public roads, and no observations were made from the residents’ backyards much less from their second story windows” *Id.*

Not surprisingly, the images presented by *AT&T* do not include any images taken from vantage points showing the most severe adverse aesthetic impacts on the properties of nearby homeowners.

As such, in accord with the federal court’s holding in Omnipoint, the applicant’s photo submissions should be disregarded in their entirety.

- (ii) The Proposed Installation Will Inflict a Substantial and Wholly Unnecessary Loss in the Values of the Adjacent and Nearby Residential Properties

In addition to the adverse impacts upon the aesthetics and residential character of the area at issue, the construction of such a massive tower at the proposed location would contemporaneously inflict an adverse impact upon the actual value of the residential properties

situated in close proximity to the proposed tower.

Across the entire United States, both real estate appraisers⁵ and real estate brokers have rendered professional opinions which simply support what common sense dictates.

When large cell towers are installed unnecessarily close to residential homes, such homes suffer material losses in value which typically range anywhere from 5% to 20%.⁶

In the worst cases, towers built near existing homes have caused the homes to be rendered wholly unsaleable.⁷

As has been recognized by federal Courts, it is perfectly proper for a local zoning authority to consider, as direct evidence of the reduction of property values which an irresponsibly placed tower would inflict upon nearby homes, the professional opinions of licensed real estate brokers, (as opposed to appraisers) who could provide their professional opinions as to the adverse impact upon property values that would be caused by the installation of the proposed cell tower. *See Omnipoint Communications Inc. v. The City of White Plains,*

⁵ See e.g. a February 22, 2012 article discussing a NJ appraiser's analysis wherein he concluded that the installation of a tower in close proximity to a home had reduced the value of the home by more than 10%, go to <http://bridgewater.patch.com/articles/appraiser-t-mobile-cell-tower-will-affect-property-values>.

⁶ In a series of three professional studies conducted between 1984 and 2004, one set of experts determined that the installation of a cell tower in close proximity to a residential home reduced the value of the home by anywhere from 1% to 20%. These studies were as follows:

The Bond and Hue - *Proximate Impact Study* - The Bond and Hue study conducted in 2004 involved the analysis of 9,514 residential home sales in 10 suburbs. The study reflected that close proximity to a Cell Tower reduced price by 15% on average.

The Bond and Wang - *Transaction Based Market Study*
The Bond and Wang study involved the analysis of 4,283 residential home sales in 4 suburbs between 1984 and 2002. The study reflected that close proximity to a Cell Tower reduced the price between 20.7% and 21%.

The Bond and Beamish - *Opinion Survey Study*
The Bond and Beamish study involved surveying whether people who lived within 100' of a tower would have to reduce the sales price of their home. 38% said they would reduce the price by more than 20%, 38% said they would reduce the price by only 1%-9%, and 24% said they would reduce their sale price by 10%-19%.

⁷ Under FHA regulations, no FHA (federally guaranteed) loan can be approved for the purchase of any home which is situated within the fall zone of a cell tower. See HUD FHA HOC Reference Guide Chapter 1 - hazards and nuisances. As a result, there are cases across the country within which: (a) a homeowner purchased a home, (b) a cell tower was thereafter built in close proximity to it, and (c) as a result of same, the homeowners could not sell their home, because any buyer who sought to buy it could not obtain an FHA guaranteed loan. See, e.g. October 2, 2012 Article “. . .Cell Tower is Real Estate Roadblock” at <http://www.wfaa.com/news/consumer/Ellis-County-Couple--Cell-tower-making-it-impossible-to-sell-home--172366931.html>.

430 F2d 529 (2nd Cir. 2005), and this is especially true when they are possessed of years of real estate sales experience within the community and specific geographic area at issue.

As evidence of the adverse impact that the proposed tower would have upon the property values of the homes that would be in close proximity to the tower, annexed hereto as Exhibit “H” are letters setting forth the professional opinions of licensed real estate professionals.

Within each of these letters, the real estate professionals set out their credentials and personally submit their professional opinions that the installation of the proposed tower would cause severe reductions in property values and make those homes more difficult to sell at even reduced prices.

Such detailed descriptions of the reduction in property values that homes in close proximity to the cell tower would suffer, and which the City should properly consider, are collectively submitted herewith as Exhibit “H” and include the following: (1) a professional opinion letter from Laura Powderly, who has been a Licensed Real Estate professional in Port Orange for over 16 years, and who submits her professional opinion that the proposed installation will reduce nearby property values by as much as 20%; (2) a professional opinion letter from Eric Zimmerman, who has been a Licensed Real Estate Broker in Port Orange for 14 years, and who submits his professional opinion that the proposed installation will reduce nearby property values by as much as 20%; (3) a professional opinion letter from Cindy Lumpkin, a real estate broker since 1995, who submits her professional opinion that the proposed installation will reduce nearby property values by an average of 20%; (4) a professional opinion letter from Mark Straka, a Licensed Real Estate Agent in Port Orange for over 5 years who submits his professional opinion that the proposed installation will reduce nearby property values by at least 20%; (5) a professional opinion letter from Fred Jones, a

Licensed Real Estate professional in Port Orange for over 8 years, who submits his professional opinion that the proposed installation will reduce nearby property values by 5% to 10%; (6) a professional opinion letter from Karen Rearden, a Licensed Real Estate Broker in Port Orange for 14 years, who submits her professional opinion that the proposed installation will reduce nearby property values, and (7) a professional opinion letter from Melody Hughes Pitts, a State Certified Appraiser for more than 40 years, who submits her professional opinion that the proposed installation would adversely affect the market values of the nearby homes.

Given the reduction in property values which the nearby homes would sustain, the granting of *AT&T's* application would inflict upon the residential neighborhood the very impacts which the Land Development Code was specifically intended to prevent. Accordingly, its application must be denied.

POINT III

The Proposed Installation Would Create a Public Danger in That it Would Fail to Provide Any Meaningful Fall Zone or Safe Zone

As enacted, the Land Development Code mandates the denial of any application for a proposed change of use where the physical means of implementing such use would be hazardous to, or in conflict with, existing pedestrian and vehicular traffic in the neighborhood.

Given the remarkably poor placement chosen for the proposed installation, it is beyond argument that such installation would unnecessarily expose both pedestrian and vehicular traffic to the types of hazards for which applications of this type are being denied across the entire country.

As proposed by *AT&T*, its thirteen (13) story steel tower would be constructed well within striking distance of at least one public roadway and a pedestrian sidewalk.

As such, the proposed installation would present a clear public danger, in that it would not provide or afford a sufficient fall zone or safety zone to protect those who would commonly travel or walk upon that sidewalk or road.

There are three (3) principal dangers which have induced local governments to adopt specific setback requirements for cell towers, and which serve as the reason why required setback distances are invariable tied directly to the height of respective towers. Two of those dangers are structural failures and debris fall.

The multiple dangers of structural failures of all types of cell towers, from lattice structures to monopoles, wherein a component of an installation fails, causing an element or part of the structure to hurdle to the ground, or in some cases, the entire tower to collapse⁸ or to burst into flames and fall over,⁹ are well-documented.

⁸ To see dramatic images of a 165-foot tower having collapsed at a firehouse, crushing the Fire Chief's vehicle, go to www.firehouse.com/news/10530195/oswego-new-york-cellular-tower-crushes-chiefs-vehicle, or go to Google and search for "Oswego cell tower collapse."

⁹ To see videos of modern towers bursting into flames and/or burning to the ground, go to <http://www.youtube.com/watch?v=0cT5cXuyiYY&NR=1> or http://www.youtube.com/watch?v=y__NKVWrazg, or simply go to *Google*, and search for "cell tower burns."

Some of the most common elements and areas of failure that result in the collapse of cell towers are baseplates,¹⁰ flanges, joints, bolts and guy wires.¹¹

Simultaneously, there is the danger of falling debris, and more specifically, items dropped or caused to fall during routine maintenance activities, which must be performed upon such towers on a regular basis.

To afford adequate protections against these very real dangers, local governments have imposed setback requirements to afford sufficiently sized buffer/safety areas to ensure the safety of both their citizens and the public at large.

These buffer or safety zones consist of an area surrounding a tower that is restricted from public or personal access, and which is large enough to ensure that if a tower were to fail or collapse, or debris were to hurdle downward from the top of it, nobody would be close enough to be injured or killed by same.

A sample of a typical local government zoning regulation that actually describes such concerns is the Town of Huntington, NY Code Section §113, which provides as follows:

“It shall be demonstrated to the satisfaction of the Town Board that the proposed facility is set back adequately to prevent damage or injury resulting from ice fall or debris resulting from the failure of a wireless telecommunications facility, or any part thereof and to avoid and minimize all other impacts upon adjoining properties.”

Huntington Town Code §113-58.1(F)

¹⁰ To see images of monopole baseplate failures, go to:
<http://residentsact.blogspot.com/2007/11/just-how-safe-are-monopole-cell-towers.html>

¹¹ To see multiple images of telecommunications towers which have collapsed, go to google, type in a search for “radio tower collapse”, and then choose “images” from the search results.

As a rule of thumb, to ensure that a buffer/safety zone of sufficient size is maintained, knowledgeable local governments across the Country have enacted ordinances that generally require minimum setbacks ranging from 100% to 200% of the height of a respective communications tower.¹²

Remarkably, as proposed by *AT&T*, its tower would be irresponsibly placed so that that the pedestrian sideway on Taylor Road would be well within the fall zone of the Tower, as would the residential property situated at 991 Smokerise Blvd. *See* Exhibits “I” and “J” respectively annexed hereto.

Even worse, if *AT&T* were to ultimately choose to extend the height of the tower to one hundred fifty feet, which the City would be powerless to prevent (*See* Point IV below), such an extension would then place Taylor Road well within the strike zone of the tower. *See* Exhibit “I.”

¹² *See e.g. City of Murray, KY* Ordinance 2005-1375 Section 156 “Setbacks for all structures constructed in connection with guyed or lattice cellular antenna towers, except fences and/or guy wires, shall be a minimum distance from the property line or lease line equal to at least the height of the tower.”; *City of Harrah, OK* Ordinance 2010-10 - “For cell towers ranging in height from one hundred thirty-one (131) feet up to one hundred eighty (180) feet, including antenna, the cell tower, buildings and power equipment, including the perimeter fence, must be located a distance of five hundred (500) feet minimum from any abutting property line and no closer than three hundred (300) feet to a residence or structure.”

Orlando, FL Ordinance 58.840 Setbacks, Required “All uses in R-1AA, R-1A, R-1, R-1N, R-2A, R-2B and H, and single-family uses in R-3A. 200 feet or 300% height of tower, whichever is greater.”

Town of Limington, ME Zoning Ordinance 8.19 “New Personal wireless service facilities shall be set back: 1. at least one (1) times the height, plus 50 feet from all boundaries of the site on which the facility is located and 2. at least 750 feet horizontally from any existing dwelling units.”

Caldwell County, NC Section 90G.20 “Fall zones, setback and buffers” “The minimum setback measured from the property line shall be equal to 100% of the telecommunication tower height.”

Town of Edgewood, NM Ordinance 2003-11 “All proposed Towers and any other proposed Wireless Telecommunications Facility structures shall be set back from abutting parcels, recorded rights-of-way and road and street lines by the greater of the following distances: A distance equal to the height of the proposed Tower or Wireless Telecommunications Facility structure plus ten percent (10%) of the height of the Tower or structure, or the existing setback requirement of the underlying zoning district, whichever is greater.”

While the rest of the Country is actively enacting and enforcing ordinances to protect their citizens and the public from the well-documented dangers of structural failures and debris fall by requiring applicants to create *safe-zones* around their towers, it would be wholly irresponsible of the Planning Commission to grant *AT&T* permission to build its thirteen (13) story tower in a location that would virtually guarantee that the public, adults and children alike, would be routinely passing through the fall zone and debris zone of the tower.

Such a danger, in and of itself, should compel the denial of *AT&T's* application for a change of use because it would unnecessarily expose the public to the very types of hazards which the Land Development Code was specifically enacted to prevent.

Point IV

AT&T's Application Should be Denied Because § 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 Would Allow AT&T to Increase the Size of the Proposed Cell Tower Without Prior Zoning Approval

As substantial as the adverse impacts upon the nearby 114 homes will be if the tower is built at thirteen (13) stories, the fact is that once the tower is built, *AT&T* would thereafter be permitted to increase the height of the tower to the “*standard*” height of fifteen (15) stories,¹³ or 150 feet, and the City would be legally prohibited from stopping *AT&T*, due to the constraints of the Middle Class Tax Relief and Job Creation Act of 2012.

§ 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 provides that "notwithstanding section 704 of the Telecommunications Act of 1996 or any other provision of law, a State or local government may not deny, and shall approve, any eligible request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." *See* 47 U.S.C. § 1455(a).

Under the FCC's reading and interpretation of § 6409(a) of the Act, local governments are prohibited from denying modifications to cell towers unless the modification will "substantially change" the physical dimensions of the tower.

The FCC defines "substantial change" to include any modification that would increase the height of the tower by more than ten (10%) percent or by more than "the height of one additional antenna with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater."

¹³ By far, the most common height for cell towers across the entire United States is 150 feet, which is considered the standard height most desired, and most often built by site developers and wireless companies, irrespective of whether they apply for approvals for towers 150 feet in height, or they apply for shorter towers, and thereafter simply “extend” the height to 150 feet after the tower is initially built.

Typical telecommunication antennas are usually eight (8) feet tall, so this provision would allow an increase in the proposed cell tower's height by approximately twenty-eight (28) feet, and this height increase could not be challenged or prevented by the City.

Simply stated, under the FCC's regulation, once this proposed one hundred thirty (130) foot cell tower is put in place, *AT&T*, at any time, could increase the height of the tower by as much as an additional twenty-eight (28) feet, and there would be no way for the City of Port Orange to prevent such an occurrence.

Considering the even more extreme adverse impacts which increasing the height of the tower to the standard 150 feet would inflict upon the 114 homes nearby, *AT&T's* application should be denied, especially since, as set forth above, *AT&T* doesn't actually *need* the proposed tower in the first place.

Point V

To Comply With the TCA, *AT&T's* Application Should Be Denied in a Written Decision Which Cites the Evidence Provided Herewith

The Telecommunications Act of 1996 (TCA) requires that any decision denying an application to install a cell tower: (a) be made in writing, and (b) be made based upon substantial evidence, which is discussed in the written decision. *See* 47 U.S.C.A. §332(c)(7)(B)(iii).

(i) The Written Decision Requirement

To satisfy the requirement that the decision be in writing, a local government must issue a written denial which is separate from the written record of the proceeding, and the denial must contain a sufficient explanation of the reasons for the denial to allow a reviewing Court to evaluate the evidence in the record supporting those reasons. *See e.g. MetroPCS v. City and County of San Francisco*, 400 F.3d 715(2005).

(ii) The Substantial Evidence Requirement

To satisfy the requirement that the decision be based upon substantial evidence, the decision must be based upon such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. "Substantial evidence" means "less than a preponderance, but more than a scintilla." Review under this standard is essentially deferential, such that Courts may neither engage in their own fact finding nor supplant a local zoning board's reasonable determinations. *See e.g. American Towers, Inc. v. Wilson County*, Slip Copy 59 Communications Reg. P & F 878 (U.S.D.C. M.D. Tennessee January 2, 2014)[3:10-CV-1196]

To ensure that the Planning Commission's decision cannot be challenged under the Telecommunications Act of 1996, it is respectfully requested that the Planning Commission deny *AT&T's* application in a separate written decision, wherein the Planning Commission cites the evidence based upon which it made its determination.

Conclusion

In view of the forgoing, it is respectfully submitted that *AT&T's* application should be denied in its entirety.

Respectfully Submitted,

EXHIBIT A



April 20th, 2018

City of Port Orange
Community Development
1000 City Center Circle
Port Orange, FL 32129

To Whom it may concern,

I respectfully submit this letter as an explanation of our need for a new telecommunications site in the City of Port Orange. As the system design engineer for AT&T Mobility responsible for this area, I have performed a thorough analysis of the desired Capacity need in area and the interaction of the AT&T sites within the larger Volusia County coverage area. The search area was based on the proposed site's location relative to the current surrounding sites and capacity enhancements needed within the city of Port Orange. After running numerous propagation modeling, the location and design height was selected as optimal to provide maximum outdoor/Indoor coverage and handoff capabilities between the surrounding AT&T sites, based on their location and antenna centerlines.

My study included field visits and computer analysis with sophisticated RF modeling that takes into account the following variables: (A) The physical characteristics of the frequencies allotted by the FCC to AT&T; (B) The allowable power outputs of those frequencies; (C) The AT&T Mobility equipment specifications; (D) The location of existing AT&T Mobility and other facilities; (E) The topography and building density of the area; (F) The optimum coverage using the minimum use of new tower sites. After this review, it was determined that there are no existing structures within the area to meet AT&T Mobility's engineering objectives. These factors were quantified, and values extrapolated using RF modeling software to arrive at a design location and minimum requirement for antenna height. The site candidate, located at 651 Taylor Rd, Port Orange FL, identified as AT&T Mobility's South Port Orange site, and is required to meet the Capacity objective.

As design Engineer, we also considered site location at Spruce Creek High School (lat: 29.1127400, long: -81.0151110), but High School location is close to AT&T existing site, so in conclusion High school location won't meet AT&T objectives.

The frequency plan for this site is also in accordance with FCC requirements and will not interfere with the Public Safety bands assigned by the FCC. AT&T is licensed by the FCC to use the Cellular A&B Bands, PCS E band, 700 B, C&D Bands, AWS-3 J Band & WCS A, B, C, and D Bands in Volusia County.

In summary, it is my professional opinion as a radio frequency design engineer there are no other facilities, in the proper location and at the required height, which will provide the Capacity to meet our requirement of providing excellent wireless services to your citizens in this area.

Sincerely,

A handwritten signature in dark ink, appearing to read "Yuvrajsinh Varachhia", with a long horizontal line extending to the right.

Yuvrajsinh Varachhia
Senior RAN Engineer-AT&T Mobility

EXHIBIT B

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	6/22/18	7:57 AM	997 Smokewise Blvd. (Indoors)	Text	Sent	Yes
2	6/22/18	7:57 AM	997 Smokewise Blvd. (Indoors)	Text	Sent	Yes
3	6/22/18	7:57 AM	997 Smokewise Blvd (Indoors)	Text	Sent	Yes
4	6/22/18	7:57 AM	997 Smokewise Blvd (Indoors)	Email	Sent	Yes
5	6/22/18	7:58 AM	997 Smokewise Blvd (Indoors)	Email	Sent	Yes
6	6/22/18	7:58 AM	997 Smokewise Blvd (Indoors)	Email	Sent	Yes
7	6/22/18	8:01 AM	997 Smokewise Blvd (Indoors)	Call	Sent	Yes
8	6/22/18	8:02 AM	997 Smokewise Blvd (Indoors)	Call	Sent	Yes
9	6/22/18	8:03 AM	997 Smokewise Blvd (Indoors)	Call	Sent	Yes
10	6/22/18	11:51 AM	997 Smokewise Blvd (Indoors)	Text	Sent	Yes
11	6/22/18	11:52 AM	997 Smokewise Blvd (Indoors)	Text	Sent	Yes
12	6/22/18	11:54 AM	997 Smokewise Blvd (Indoors)	Text	Sent	Yes
13	6/22/18	1:28 AM	997 Smokewise Blvd (Indoors)	Call	Received	Yes
14	6/26/18	11:39 AM	997 Smokewise Blvd (Indoors)	Call	Sent	Yes
15	6/26/18	11:44 AM	997 Smokewise Blvd.	Call	Sent	Yes
16	6/26/18	11:46 AM	993 Smokewise Blvd.	Text	Sent	Yes
17	6/26/18	11:47 AM	991 Smokewise Blvd.	Call	Received	Yes
18	6/26/18	11:52 AM	987 Smokewise Blvd.	Text	Sent	Yes
19	6/26/18	11:53 AM	983 Smokewise Blvd.	Text	Sent	Yes
20	6/26/18	11:54 AM	982 Smokewise Blvd.	Text	Sent	Yes
21	6/26/18	11:55 AM	984 Smokewise Blvd.	Call	Received	Yes
22	6/26/18	11:55 AM	984 Smokewise Blvd.	Text	Sent	Yes
23	6/26/18	11:58 AM	990 Smokewise Blvd.	Email	Sent	Yes
24	6/26/18	12:00 PM	996 Mori Ct.	Call	Sent	Yes
25	6/26/18	12:02 PM	998 Mori Ct.	Call	Received	Yes

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	6/26/18	12:05pm	997 Smokehouse Blvd (Indoors)	Call	Received	Yes
2	6/26/18	12:13pm	997 Smokehouse Blvd (Indoors)	Text	Sent	Yes
3	6/26/18	12:44pm	997 Smokehouse Blvd (Indoors)	Text	Received	Yes
4	6/26/18	1:26pm	997 Smokehouse Blvd (Indoors)	Text	Received	Yes
5	6/26/18	1:26pm	997 Smokehouse Blvd (Indoors)	Text	Sent	Yes
6	6/26/18	1:38pm	651 Taylor Rd. (Proposed four site)	Call	Received	Yes
7	6/26/18	1:53pm	711 Taylor Rd.	Text	Sent	Yes
8	6/26/18	1:55pm	723 Taylor Rd.	Call	Received	Yes
9	6/26/18	1:57pm	747 Taylor Rd.	Email	Sent	Yes
10	6/26/18	2:03pm	800 Pleasant Run Ct.	Email	Sent	Yes
11	6/26/18	2:03pm	800 Pleasant Run Ct.	Text	Sent	Yes
12	6/26/18	2:05pm	796 Pleasant Run Ct.	Call	Sent	Yes
13	6/26/18	2:05pm	796 Pleasant Run Ct.	Call	Received	Yes
14	6/26/18	2:09pm	786 Pleasant Run Ct.	Call	Received	Yes
15	6/26/18	2:10pm	786 Pleasant Run Ct.	Text	Sent	Yes
16	6/26/18	2:11pm	790 Pleasant Run Ct.	Text	Received	Yes
17	6/26/18	2:12pm	790 Pleasant Run Ct.	Text	Sent	Yes
18	6/26/18	2:12pm	790 Pleasant Run Ct.	Text	Received	Yes
19	6/26/18	2:16pm	810 Pleasant Run Ct.	Text	Sent	Yes
20	6/26/18	2:17pm	810 Pleasant Run Ct.	Text	Received	Yes
21	6/26/18	2:17pm	810 Pleasant Run Ct.	Text	Received	Yes
22	6/26/18	2:17pm	810 Pleasant Run Ct.	Text	Sent	Yes
23	6/26/18	2:19pm	812 Pleasant Run Ct.	Text	Received	Yes
24	6/26/18	2:21pm	816 Pleasant Run Ct.	Text	Sent	Yes
25	6/26/18	2:21pm	816 Pleasant Run Ct.	Text	Received	Yes

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	6/26/18	2:21PM	818 Phessant Run Ct.	Text	Received	Yes
2	6/26/18	2:24PM	824 Phessant Run Ct. (3 bars!)	Call	Sent	Yes
3	6/26/18	2:25PM	824 Phessant Run Ct.	Call	Received	Yes
4	6/26/18	2:28PM	821 Phessant Run Ct.	Call	Sent	Yes
5	6/26/18	2:29PM	817 Phessant Run Ct.	Text	Sent	Yes
6	6/26/18	2:36PM	701 Hensel Hill E.	Text	Sent	Yes
7	6/26/18	2:37PM	705 Hensel Hill E.	Text	Sent	Yes
8	6/26/18	2:39PM	709 Hensel Hill E.	Text	Sent	Yes
9	6/26/18	2:40PM	712 Hensel Hill E.	Text	Sent	Yes
10	6/26/18	2:41PM	712 Hensel Hill E.	Text	Received	Yes
11	6/26/18	2:41PM	712 Hensel Hill E.	Email	Sent	Yes
12	6/30/18	3:53PM	997 Smoke-Bld (Indoors)	Text	Sent	Yes
13	6/30/18	4:02PM	813 Hensel Hill W. (5 bars!)	Call	Sent	Yes
14	6/30/18	4:03PM	806 Hensel Hill W.	Text	Sent	Yes
15	6/30/18	4:04PM	802 Hensel Hill W.	Email	Sent	Yes
16	6/30/18	4:05PM	800 Hensel Hill W.	Call	Sent	Yes
17	6/30/18	4:08PM	807 Bayridge Lane	Call	Sent	Yes
18	6/30/18	4:09PM	811 Bayridge Lane	Call	Received	Yes
19	6/30/18	4:11PM	812 Bayridge Lane	Text	Sent	Yes
20	6/30/18	4:13PM	702 Vista View Circle	Call	Received	Yes
21	6/30/18	4:14PM	701 Vista View Circle	Text	Sent	Yes
22	6/30/18	4:16PM	646 Hills Blvd.	Text	Sent	Yes
23	6/30/18	4:17PM	642 Hills Blvd.	Call	Received	Yes
24	6/30/18	4:18PM	5953 Pegasus Barrows Dr.	Call	Sent	Yes
25	6/30/18	4:20PM	5957 Pegasus Barrows Dr.	Text	Received	Yes

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	6/30/18	4:23pm	741 Burrows Dairy Rd.	Text	Received	Yes
2	6/30/18	4:24pm	747 Burrows Dairy Rd.	Call	Received	Yes
3	6/30/18	4:27pm	5930 Broken Bow Lane	Text	Received	Yes
4	6/30/18	4:28pm	5944 Broken Bow Lane	Call	Sent	Yes
5	6/30/18	4:30pm	5997 Seminole Woods	Call	Sent	Yes
6	6/30/18	4:31pm	712 Central Park Blvd.	Text	Received	Yes
7	6/30/18	4:32pm	5955 Broken Bow Lane	Text	Received	Yes
8	6/30/18	4:34pm	5975 Broken Bow Lane	Text	Sent	Yes
9	6/30/18	4:40pm	1169 Bayview Lane	Call	Sent	Yes
10	6/30/18	4:42pm	1216 Windsor Dr.	Call	Received	Yes
11	6/30/18	4:42pm	1216 Windsor Dr.	Call	Sent	Yes
12	6/30/18	4:45pm	469 Windsor Dr.	Text	Received	Yes
13	6/30/18	4:47pm	411 Leslie Dr.	Text	Received	Yes
14	6/30/18	4:52pm	41 Elda Lane	Text	Sent	Yes
15	6/30/18	4:53pm	41 Elda Lane	Text	Received	Yes
16	6/30/18	4:54pm	41 Elda Lane	Email	Received	Yes
17	6/30/18	4:55pm	41 Elda Lane	Email	Sent	Yes
18	6/30/18	4:55pm	41 Elda Lane	Call	Sent	Yes
19	6/30/18	4:57pm	415 Palm Castle Dr.	Text	Sent	Yes
20	6/30/18	4:57pm	415 Palm Castle Dr.	Text	Received	Yes
21	6/30/18	4:58pm	415 Palm Castle Dr.	Email	Sent	Yes
22	6/30/18	4:59pm	415 Palm Castle Dr.	Email	Received	Yes
23	6/30/18	5:00pm	415 Palm Castle Dr.	Call	Sent	Yes
24	6/30/18	5:01pm	415 Palm Castle Dr.	Call	Received	Yes
25	6/30/18	5:02pm	398 Palm Castle Dr.	Text	Received	Yes

Off Spruce Creek Rd.
Side Roads



Shrine
Creek area

North of Taylor Rd.
Side Roads

West South of
Taylor Rd.

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	6/30/18	5:02pm	398 Palm Castle Drive	Text	Sent	Yes
2	6/30/18	5:07pm	538 S. Greenway Dr.	Text	Received	Yes
3	6/30/18	5:09pm	538 S. Greenway Dr.	Sent Text	Sent	Yes
4	6/30/18	5:10pm	538 S. Greenway Dr.	Call	Sent	Yes
5	6/30/18	5:10pm	538 S. Greenway Dr.	Text	Received	Yes
6	6/30/18	5:11pm	538 S. Greenway Dr.	Call	Received	Yes
7	6/30/18	5:12pm	538 S. Greenway Dr.	Text	Sent	Yes
8	6/30/18	5:14pm	538 S. Greenway Dr.	Email	Sent	Yes
9	6/30/18	5:15pm	538 S. Greenway Dr.	Text	Received	Yes
10	6/30/18	5:15pm	538 S. Greenway Dr.	Call	Received	Yes
11	6/30/18	5:16pm	538 S. Greenway Dr.	Email	Sent	Yes
12	6/30/18	5:20pm	620 Touchstone Circle	Text	Received	Yes
13	6/30/18	5:21pm	620 Touchstone Circle	Text	Sent	Yes
14	6/30/18	5:21pm	620 Touchstone Circle	Call	Sent	Yes
15	6/30/18	5:21pm	620 Touchstone Circle	Call	Received	Yes
16	6/30/18	5:23pm	620 Touchstone Circle	Email	Received	Yes
17	6/30/18	5:23pm	620 Touchstone Circle	Email	Sent	Yes
18	6/30/18	5:27pm	568 Touchstone Circle	Text	Sent	Yes
19	6/30/18	5:27pm	568 Touchstone Circle	Text	Received	Yes
20	6/30/18	5:30pm	5820 Southport Dr.	Text	Received	Yes
21	6/30/18	5:32pm	5820 Southport Dr.	Text	Sent	Yes
22	6/30/18	5:33pm	5834 Westport Dr.	Text	Sent	Yes
23	6/30/18	5:34pm	5834 Westport Dr.	Text	Received	Yes
24	6/30/18	5:35pm	5802 Westport Dr.	Call	Sent	Yes
25	6/30/18	5:36pm	5802 Westport Dr.	Call	Received	Yes

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	7/1/18	4:21 AM	997 Smokehouse Blvd (indoors)	Call	Received	Yes
2	7/1/18	4:21 AM	997 Smokehouse Blvd (indoors)	Call	Sent	Yes
3	7/1/18	4:22 AM	997 Smokehouse Blvd (indoors)	Text	Received	Yes
4	7/1/18	4:23 AM	997 Smokehouse Blvd (indoors)	Text	Sent	Yes
5	7/1/18	4:24 AM	997 Smokehouse Blvd (indoors)	Email	Received	Yes
6	7/1/18	4:25 AM	997 Smokehouse Blvd (indoors)	Email	Sent	Yes
7	7/1/18	8:41 PM	997 Smokehouse Blvd (indoors)	Email	Sent	Yes
8	7/5/18	8:27 PM	997 Smokehouse Blvd (indoors)	Call	Received	Yes
9	7/5/18	8:28 PM	997 Smokehouse Blvd (indoors)	Call	Sent	Yes
10	7/5/18	8:28 PM	997 Smokehouse Blvd (indoors)	Text	Received	Yes
11	7/5/18	8:29 PM	997 Smokehouse Blvd (indoors)	Text	Sent	Yes
12	7/5/18	8:30 PM	997 Smokehouse Blvd (indoors)	Email	Sent	Yes
13	7/5/18	8:31 PM	997 Smokehouse Blvd (indoors)	Email	Received	Yes
14	7/5/18	8:36 PM	5773 Pendlebury Ct.	Call	Received	Yes
15	7/5/16	8:36 PM	5773 Pendlebury Ct.	Call	Sent	Yes
16	7/5/16	8:37 PM	5772 Pendlebury Ct.	Text	Sent	Yes
17	7/5/16	8:38 PM	5772 Pendlebury Ct.	Text	Received	Yes
18	7/5/16	8:39 PM	5770 Pendlebury Ct.	Email	Sent	Yes
19	7/5/16	8:40 PM	5771 Pendlebury Ct.	Email	Received	Yes
20	7/5/16	8:45 PM	842 Pine Forest Tr. W.	Email	Sent	Yes
21	7/5/16	8:46 PM	842 Pine Forest Tr. W.	Email	Received	Yes
22	7/5/16	8:47 PM	842 Pine Forest Tr. W.	Text	Sent	Yes
23	7/5/16	8:47 PM	842 Pine Forest Tr. W.	Text	Received	Yes
24	7/5/16	8:48 PM	842 Pine Forest Tr. W.	Call	Received	Yes
25	7/5/16	8:48 PM	842 Pine Forest Tr. W.	Call	Sent	Yes

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	7/6/18	1:48pm	997 Smokeke Blvd (Indoor running)	Call	Sent	Yes
2	7/6/18	1:56pm	997 Smokeke Blvd (Indoor w/ Thunderstorm)	Text	Received	Yes
3	7/7/18	11:07am	997 Smokeke Blvd (Indoor)	Call	Sent	Yes
4	7/7/18	12:51pm	997 Smokeke Blvd (Indoor)	Call	Sent	Yes
5	7/7/18	2:07pm	997 Smokeke Blvd (Indoor)	Call	Sent	Yes
6	7/9/18	8:14am	989 Smokeke Blvd	Text	Received	Yes
7	7/9/18	8:19am	991 Smokeke Blvd	Text	Sent	Yes
8	7/9/18	8:19am	993 Smokeke Blvd.	Text	Sent	Yes
9	7/9/18	8:20am	995 Smokeke Blvd	Text	Sent	Yes
10	7/10/18	5:53pm	1000 Mon' Ct.	Call	Sent	Yes
11	7/10/18	5:54pm	1000 Mon' Ct	Call	Received	Yes
12	7/10/18	5:55pm	993 Mon' Ct	Call	Received	Yes
13	7/10/18	5:56pm	992 Mon' Ct.	Call	Sent	Yes
14	7/10/18	5:59pm	5821 Southport Rd.	Email	Sent	Yes
15	7/10/18	6:00pm	5831 Westport Dr.	Email	Received	Yes
16	7/10/18	6:01pm	5831 Westport Dr.	Call	Sent	Yes
17	7/10/18	6:02pm	5831 Westport Dr.	Call	Received	Yes
18	7/10/18	6:02pm	5831 Westport Dr.	Text	Received	Yes
19	7/10/18	6:03pm	5831 Westport Dr.	Text	Sent	Yes
20	7/10/18	6:04pm	5804 Westport Dr.	Text	Sent	Yes
21	7/10/18	6:05pm	5804 Westport Dr.	Text	Received	Yes
22	7/10/18	6:06pm	5803 Southport Dr.	Call	Sent	Yes
23	7/10/18	6:06pm	5803 Southport Dr.	Call	Received	Yes
24	7/10/18	6:07pm	5801 Southport Dr.	Email	Sent	Yes
25	7/10/18	6:07pm	5801 Southport Dr.	Email	Received	Yes

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	7/12/18	7:44AM	997 Smokehouse Blvd (Indoors)	Text	Received	Yes
2	7/12/18	7:46AM	997 Smokehouse Blvd (Indoors)	Text	Sent	Yes
3	7/12/18	7:46AM	997 Smokehouse Blvd (Indoors)	Text	Received	Yes
4	7/12/18	7:47AM	997 Smokehouse Blvd (Indoors)	Text	Sent	Yes
5	7/12/18	7:47AM	997 Smokehouse Blvd (Indoors)	Text	Received	Yes
6	7/12/18	7:47AM	997 Smokehouse Blvd (Indoors)	Text	Sent	Yes
7	7/12/18	7:48AM	997 Smokehouse Blvd (Indoors)	Text	Received	Yes
8	7/12/18	7:48AM	997 Smokehouse Blvd (Indoors)	Text	Sent	Yes
9	7/12/18	7:48AM	997 Smokehouse Blvd (Indoors)	Text	Received	Yes
10	7/12/18	7:55AM	997 Smokehouse Blvd (Indoors)	Call	Received	Yes
11	7/12/18	7:55AM	997 Smokehouse Blvd (Indoors)	Call	Sent	Yes
12	7/12/18	8:01AM	997 Smokehouse Blvd (Indoors)	Call	Sent	Yes
13	7/12/18	8:03AM	997 Smokehouse Blvd (Indoors)	Call	Received	Yes
14	7/12/18	8:06AM	997 Smokehouse Blvd (Indoors)	Call	Sent	Yes
15	7/12/18	8:07AM	997 Smokehouse Blvd (Indoors)	Call	Received	Yes
16	7/12/18	8:10AM	997 Smokehouse Blvd (Indoors)	Call	Sent	Yes
17	7/12/18	8:10AM	997 Smokehouse Blvd (Indoors)	Call	Received	Yes
18	7/12/18	8:11AM	997 Smokehouse Blvd (Indoors)	Email	Received	Yes
19	7/12/18	8:12AM	997 Smokehouse Blvd (Indoors)	Email	Sent	Yes
20	7/12/18	8:13AM	997 Smokehouse Blvd (Indoors)	Email	Received	Yes
21	7/12/18	8:14AM	997 Smokehouse Blvd (Indoors)	Email	Sent	Yes
22	7/12/18	8:14AM	997 Smokehouse Blvd (Indoors)	Email	Received	Yes
23	7/12/18	8:15AM	997 Smokehouse Blvd (Indoors)	Email	Sent	Yes
24	7/12/18	8:15AM	997 Smokehouse Blvd (Indoors)	Email	Received	Yes
25	7/12/18	8:16AM	997 Smokehouse Blvd (Indoors)	Email	Sent	Yes

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	7/12/18	8:21am	997 Smokehouse Blvd (Indoors)	Email	Received	Yes
2	7/12/18	11:17am	995 Mori Ct.	Text	Sent	Yes
3	7/12/18	11:17am	995 Mori Ct.	Text	Received	Yes
4	7/12/18	11:18am	993 Mori Ct.	Text	Received	Yes
5	7/12/18	11:19am	993 Mori Ct.	Text	Sent	Yes
6	7/12/18	11:19am	993 Mori Ct.	Email	Sent	Yes
7	7/12/18	11:20am	993 Mori Ct.	Email	Received	Yes
8	7/12/18	11:21am	993 Mori Ct.	Email	Received	Yes
9	7/12/18	11:21am	993 Mori Ct.	Email	Sent	Yes
10	7/12/18	11:22am	1000 Mori Ct.	Email	Sent	Yes
11	7/12/18	11:23am	1000 Mori Ct.	Email	Received	Yes
12	7/12/18	11:24am	1000 Mori Ct.	Text	Sent	Yes
13	7/12/18	11:24am	1000 Mori Ct.	Text	Received	Yes
14	7/12/18	11:25am	1000 Mori Ct.	Text	Sent	Yes
15	7/12/18	11:25am	1000 Mori Ct.	Text	Received	Yes
16	7/12/18	11:26am	1000 Mori Ct.	Call	Received	Yes
17	7/12/18	11:34am	997 Smokehouse (Indoors)	Call	Sent	Yes
18	7/12/18	11:40am	998 Mori Ct.	Call	Received	Yes
19	7/12/18	11:40am	998 Mori Ct.	Call	Sent	Yes
20	7/12/18	11:40am	998 Mori Ct.	Text	Sent	Yes
21	7/12/18	11:41am	998 Mori Ct.	Text	Received	Yes
22	7/12/18	11:42am	998 Mori Ct.	Email	Sent	Yes
23	7/12/18	11:42am	998 Mori Ct.	Email	Received	Yes
24	7/12/18	11:43am	998 Mori Ct.	Call	Sent Received	Yes
25	7/12/18	11:44am	998 Mori Ct.	Call	Sent	Yes

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	7/12/18	3:26 PM	798 Pleasant Run	Text	Sent	Yes
2	7/12/18	3:26 PM	798 Pleasant Run	Text	Received	Yes
3	7/12/18	3:27 PM	798 Pleasant Run	Call	Sent	Yes
4	7/12/18	3:27 PM	798 Pleasant Run	Call	Received	Yes
5	7/12/18	3:28 PM	798 Pleasant Run	Email	Sent	Yes
6	7/12/18	3:29 PM	798 Pleasant Run	Email	Received	Yes
7	7/12/18	3:30 PM	786 Pleasant Run	Text	Sent	Yes
8	7/12/18	3:31 PM	786 Pleasant Run	Text	Received	Yes
9	7/12/18	3:31 PM	786 Pleasant Run	Call	Sent	Yes
10	7/12/18	3:32 PM	786 Pleasant Run	Call	Received	Yes
11	7/12/18	3:32 PM	786 Pleasant Run	Email	Sent	Yes
12	7/12/18	3:33 PM	786 Pleasant Run	Email	Received	Yes
13	7/12/18	3:36 PM	5806 Alstrum Drive	Text	Sent	Yes
14	7/12/18	3:36 PM	5806 Alstrum Drive	Text	Received	Yes
15	7/12/18	3:36 PM	5806 Alstrum Drive	Call	Sent	Yes
16	7/12/18	3:37 PM	5806 Alstrum Drive	Call	Received	Yes
17	7/12/18	3:38 PM	5806 Alstrum Drive	Email	Received	Yes
18	7/12/18	3:39 PM	5806 Alstrum Drive	Email	Sent	Yes
19	7/12/18	3:40 PM	5818 Alstrum Drive	Text	Sent	Yes
20	7/12/18	3:41 PM	5818 Alstrum Drive	Text	Received	Yes
21	7/12/18	3:41 PM	5818 Alstrum Drive	Call	Sent	Yes
22	7/12/18	3:41 PM	5818 Alstrum Drive	Call	Received	Yes
23	7/12/18	3:42 PM	5818 Alstrum Drive	Email	Sent	Yes
24	7/12/18	3:43 PM	5818 Alstrum Drive	Email	Received	Yes
25	7/12/18	3:43 PM	5818 Alstrum Drive	Call	Sent	Yes

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	7/12/18	11:45am	997 Smokehouse Blvd (Indoor)	Call	Sent	Yes
2	7/12/18	11:54am	997 Smokehouse Blvd (Indoor)	Call	Sent	Yes
3	7/12/18	11:57am	952 Vanessa Ct. Unit C.	Call	Received	Yes
4	7/12/18	3:08pm	700 Hensel Hill E.	Call	Received	Yes
5	7/12/18	3:09pm	702 Hensel Hill E.	Call	Sent	Yes
6	7/12/18	3:09pm	702 Hensel Hill E.	Text	Received	Yes
7	7/12/18	3:10pm	702 Hensel Hill E.	Text	Sent	Yes
8	7/12/18	3:10pm	702 Hensel Hill E.	Text	Sent	Yes
9	7/12/18	3:11pm	702 Hensel Hill E.	Text	Received	Yes
10	7/12/18	3:12pm	700 Hensel Hill E.	Email	Sent	Yes
11	7/12/18	3:12pm	700 Hensel Hill E.	Email	Received	Yes
12	7/12/18	3:13pm	702 Hensel Hill E.	Email	Sent	Yes
13	7/12/18	3:13pm	702 Hensel Hill E.	Email	Received	Yes
14	7/12/18	3:15pm	709 Hensel Hill E.	Call	Received	Yes
15	7/12/18	3:16pm	709 Hensel Hill E.	Call	Sent	Yes
16	7/12/18	3:17pm	709 Hensel Hill E.	Text	Sent	Yes
17	7/12/18	3:17pm	709 Hensel Hill E.	Text	Received	Yes
18	7/12/18	3:18pm	709 Hensel Hill E.	Email	Sent	Yes
19	7/12/18	3:19pm	709 Hensel Hill E.	Email	Received	Yes
20	7/12/18	3:20pm	701 Hensel Hill E.	Call	Sent	Yes
21	7/12/18	3:21pm	701 Hensel Hill E.	Call	Received	Yes
22	7/12/18	3:22pm	701 Hensel Hill E.	Text	Sent	Yes
23	7/12/18	3:22pm	701 Hensel Hill E.	Text	Received	Yes
24	7/12/18	3:23pm	701 Hensel Hill E.	Text	Sent	Yes
25	7/12/18	3:24pm	701 Hensel Hill E.	Text	Received	Yes

I hereby verify that I personally conducted these communications and that this record is a true and complete record of the communications I conducted and the end result of same. I made these communications using AT&T's wireless services.



Paul Kern

AT&T Call Log Name Bruce Watts Tel No 386 295 2503

	DATE	TIME	LOCATION	CALL	TEXT	EMAIL	SENT	REC'D	SUCCESSFUL	
									YES	NO
51	7/6/18	1:02 PM	5770 Kendallway St			✓		✓	✓	
		1:02 PM				✓		✓	✓	
		2:06 PM				✓		✓	✓	
		2:27 PM				✓		✓	✓	
		3:02 PM				✓		✓	✓	
		4:20 PM				✓		✓	✓	
		8:01 PM				✓		✓	✓	
60	7/7	2:05 PM				✓		✓	✓	
		7:10 AM				✓		✓	✓	
		8:00 AM				✓		✓	✓	
		9:00 AM				✓		✓	✓	
		11:00 AM				✓		✓	✓	
		1:31 PM				✓		✓	✓	
		1:02 PM				✓		✓	✓	
		5:30 PM				✓		✓	✓	
		5:30 PM				✓		✓	✓	
	7/7	10:12 PM				✓		✓	✓	
		10:13 PM				✓		✓	✓	
		11:52 AM				✓		✓	✓	
70	7/8	8:56 AM				✓		✓	✓	
		8:57 AM				✓		✓	✓	
		7:48 PM				✓		✓	✓	
	7/10	4:20 PM				✓		✓	✓	
		6:39 PM				✓		✓	✓	
		6:39 PM				✓		✓	✓	
	7/14	2:47 PM				✓		✓	✓	
		2:48 PM				✓		✓	✓	
	7/13	11:07 PM				✓		✓	✓	
	7/10	8:48 PM				✓		✓	✓	
80	7/26	1:28 PM				✓		✓	✓	
	2/10	2:13 PM				✓		✓	✓	
		11:56 AM				✓		✓	✓	
	7/10	11:32 AM				✓		✓	✓	
		11:35 PM				✓		✓	✓	
		11:12 AM				✓		✓	✓	
	7/10	9:15 AM				✓		✓	✓	
		7:06 AM				✓		✓	✓	
		2:08 PM				✓		✓	✓	
90	7/9	12:07 PM				✓		✓	✓	
		2:05 PM				✓		✓	✓	
		2:20 PM				✓		✓	✓	
		1:31 PM				✓		✓	✓	
		10:31 AM				✓		✓	✓	
		8:50 AM				✓		✓	✓	
		8:01 AM				✓		✓	✓	
		7:22 AM				✓		✓	✓	
		7:06 AM				✓		✓	✓	
100	7/8	7:05 AM				✓		✓	✓	
		8:06 AM				✓		✓	✓	
		5:25 PM				✓		✓	✓	
		1:31 PM				✓		✓	✓	
		12:16 PM				✓		✓	✓	
		11:18 AM				✓		✓	✓	

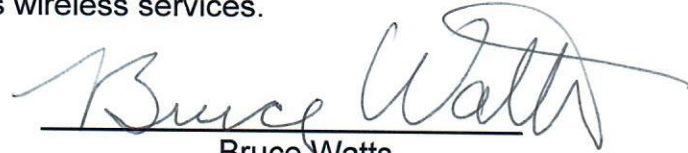
110 call logged in - no problems

Email Test

1
10
20
30
40
50

DATE	TIME	LOCATION	CALL	TEXT	EMAIL	SENT	SUCCESSFUL		
							REC'D	YES	NO
7/1/18	1:39 PM	5770 Remd/ebury Ct		✓			✓	✓	
	1:32			✓			✓	✓	
7/2/18	5:58 AM			✓			✓	✓	
	7:05 AM			✓			✓	✓	
	7:44 AM			✓			✓	✓	
	8:02 AM			✓			✓	✓	
7/1/18	4:57 PM			✓		✓	✓	✓	
7/2/18	1:31 PM			✓			✓	✓	
	5:25 PM			✓			✓	✓	
	5:16 PM			✓			✓	✓	
	3:01 PM			✓			✓	✓	
7/3	12:42 AM			✓			✓	✓	
	7:05 AM			✓			✓	✓	
	7:47 AM			✓			✓	✓	
	7:01 AM			✓			✓	✓	
	10:07 AM			✓			✓	✓	
	1:33 AM			✓			✓	✓	
	12:17 PM			✓			✓	✓	
	5:04 PM			✓			✓	✓	
	4:01 PM			✓			✓	✓	
	4:05 PM			✓			✓	✓	
	6:01 PM			✓			✓	✓	
	8:12 PM			✓			✓	✓	
	5:43 AM			✓			✓	✓	
	12:53 PM			✓			✓	✓	
	12:53 PM			✓			✓	✓	
	9:00 PM			✓			✓	✓	
	9:02 PM			✓			✓	✓	
	9:04 PM			✓			✓	✓	
7/4	7:06 AM			✓			✓	✓	
	8:19			✓			✓	✓	
	8:13			✓			✓	✓	
	8:00 PM			✓			✓	✓	
	3:24 PM			✓			✓	✓	
7/5	12:05 PM			✓			✓	✓	
	7:19			✓			✓	✓	
	7:07 AM			✓			✓	✓	
	10:16 AM			✓			✓	✓	
	11:02 AM			✓			✓	✓	
	12:32 PM			✓			✓	✓	
	12:05 PM			✓			✓	✓	
	2:01 PM			✓			✓	✓	
	2:24 PM			✓			✓	✓	
	3:30 PM			✓			✓	✓	
	3:03 PM			✓			✓	✓	
	6:21 PM			✓			✓	✓	
7/6	7:04 AM			✓			✓	✓	
	8:00 AM			✓			✓	✓	
	8:15 AM			✓			✓	✓	
	9:01 AM			✓			✓	✓	
	9:16 AM			✓			✓	✓	
	11:24 AM			✓			✓	✓	
	12:1 PM			✓			✓	✓	

I hereby verify that I personally conducted these communications and that this record is a true and complete record of the communications I conducted and the end result of same. I made these communications using AT&T's wireless services.


Bruce Watts

(386) 212-4873

All calls 985 Smoke Rise Blvd

	Date;	Time;	Location;	Call, text or email;	Sent or Received;	Successful? Yes or No
1	6/22/18	8:00 AM	From WILLIAMSON BLVD TO SMOKE RISE BLVD	CALL	Received	YES
2	6/24/18	8:01	Called from Smoke Rise to Williamson	call	Received	YES
3	6/22/18	8:15	call from Watledge	Call	Received	YES
4	6/22/18	9:20	Call from INFINITY ENERGY	CALL	Received	YES
5	6/22/18	9:23	Smoke Rise Post Office	TEXT	SENT	YES
6	6/22/18	9:25	WILLIAMSON P.O. TO SMOKE RISE	CALL	Received	YES
7	6/22/18	9:19	GAINVILLE - Post Office	CALL	Received	YES
8	6/22/18	10:57	GAINVILLE - " "	CALL	Received	YES
9	6/22/18	12:20	P.O. TO P.O.	CALL	Received	YES
10	6/22/18	12:56	Gabbie	call	Received	YES
11	6/22/18	12:26	Solicher	call	Received	YES
12	6/22/18	2:19	Gabbie	call	Received	YES
13	6/22/18	2:44	Rue + Ziffa	call	Received	YES
14	6/22/18	2:48	Mike	call	Received	YES
15	6/22/18	12:14	885 222 0102	CALL	Received	YES
16	6/22/18	12:15	" "	" "	" "	YES
17	6/22/18	2:32 PM	ITAC4	TEXT	" "	YES
18	6/22/18	10:17	WASHINGTON - Post Office	TEXT	" "	YES
19	6/23/18	3:55	Post Of. TO Post Of.	CALL	" "	YES
20	6/23/18	3:20	WASHINGTON - Post Office	TEXT	" "	YES
21	6/22/18	10:17 AM	WASHINGTON DC - P.O.	TEXT	" "	YES
22	6/23/18	2:42 PM	Post Of. - Post Office	CALL	" "	YES
23	6/24/18	3:41 PM	DESPERADO BOX 4 FL - Post Office	CALL	" "	YES
24	6/22/18	12:45	Post Office - Post Office	CALL	" "	YES
25	6/23/18	12:47	Town	call	" "	YES
26	6/24/18	12:55	Adrian P.O.	CALL	" "	YES

Call Log (386) 235-6400

Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1 6/26/18	12:19pm	712 Pine Forest Trail East	email	Sent	yes
2 6/26/18	12:32pm	5812 Westport Rd	Call	received	yes
3 6/26/18	12:24pm	5837 Westport Rd	text	received	yes
4 6/26/18	9:47am	801 Pheasant Run Ct	Call	Sent	yes
5 6/26/18	4:09pm	650 Taylor Rd	Call	Received	yes
6 6/26/18	4:02pm	223 Brittany Ave	text	Sent	yes
7 6/27/18	8:05pm	989 Smokese Blvd	Call	received	yes
8 6/28/18	8:44am	989 Smokese Blvd	Call	Sent	yes
9 6/28/18	1:30pm	244 Brittany Ave	email	Sent	yes
10 6/28/18	1:34pm	211 Devon St	text	received	yes
11 6/29/18	8:07am	5806 Alstrom Dr	text	Sent	yes
12 6/29/18	8:08am	5806 Alstrom Dr	call	Sent	yes
13 7/1/18	8:28am	989 Smokese Blvd	text	Sent	yes
14 7/1/18	8:35am	807 Bayridge Ln	text	Sent	yes
15 7/1/18	8:35am	807 Bayridge Ln	call	Sent	yes
16 7/1/18	8:35am	807 Bayridge Ln	text	recd	yes
17 7/2/18	7:38pm	394 Trafalgar Ave	email	Sent	yes
18 7/2/18	7:38am	394 Trafalgar Ave	email	recd	yes
19 7/2/18	7:41am	111 Wimbeldon Ct	text	Sent	yes
20 7/2/18	7:41am	111 Wimbeldon Ct	text	recd	yes
21 7/2/18	8:39pm	217 Devon St	Call	recd	yes
22 7/5/18	11:54am	817 Whisperwill Dr	text	recd	yes
23 7/5/18	11:54am	817 Whisperwill Dr	text	Sent	yes
24 7/6/18	2:15pm	608 English Oaks Dr	Call	Sent	yes
25 7/6/18	2:16pm	608 English Oaks Dr	Call	recd	yes

0 0 0 0 0 0 0 1 0 0 0 0 0 0

Call Log

Eugene Healey
(321) 289-0022

	Date:	Time:	Location:	Call, text or email:	Sent or Received:	Successful? Yes or No
1	6/23/18	5:52pm	989 Smokerise Blvd	text	Sent	yes
2	6/23/18	5:56pm	989 Smokerise Blvd	text	Received	yes
3	6/29/18	7:26AM	989 SMOKERISE BLVD.	CALL	SENT	YES
4	6/29/18	8:07AM	989 SMOKERISE BLVD.	CALL	RECEIVED	YES
5	6/29/18	10:10AM	989 SMOKERISE BLVD.	CALL	SENT	YES
6	7/1/18	8:35am	807 Bay Ridge Ln	text	rec'd	yes
7	7/1/18	8:35am	807 Bayridge Ln	text	sent	yes
8	7/1/18	8:35am	807 Bayridge Ln	call	rec'd	yes
9	7/2/18	8:38pm	217 Devon St	text	Sent	yes
10	7/2/18	8:39pm	217 Devon St	text	rec'd	yes
11	7/2/18	8:39pm	217 Devon St	email	Sent	yes
12	7/2/18	8:40pm	217 Devon St	Call	Sent	yes
13	7/5/18	5:28 PM.	194 PHEASANT RUN CT.	TEXT	SENT	YES
14	7/5/18	5:30 PM.	651 TAYLOR RD.	CALL	RECEIVED	YES
15	7/5/18	5:31 PM.	651 TAYLOR RD.	TEXT	SENT	YES
16	7/5/18	5:33 PM	651 TAYLOR RD.	TEXT	RECEIVED	YES
17	7/5/18	5:35	723 PINE FORREST TRAIL EAST	TEXT	SENT	YES
18	7/5/18	5:35	723 PINE FORREST TRAIL EAST	TEXT	RECEIVED	YES
19	7/5/18	5:37	723 PINE FORREST TRAIL EAST	E-MAIL	SENT	YES
20	7/8/18	3:02	838 WILDWOOD CIRCLE	TEXT	SENT	YES
21	7/8/18	3:03	838 WILDWOOD CIRCLE	TEXT	RECEIVED	YES
22	7/8/18	3:06	826 PINE FORREST TRAIL WEST	E-MAIL	SENT	YES
23	7/8/18	3:11	5834 WESTPORT DR.	CALL	RECEIVED	YES
24	7/8/18	3:13	5812 ALSTRUM DR.	CALL	SENT	YES
25	7/8/18	3:15	31 TIMBER TR.	TEXT	SENT	YES
26	7/8/18	3:17	15 RAIN TREE DR.	TEXT	SENT	YES
27	7/8/18	3:20	592 TOUCHSTONE CIR.	E-MAIL	SENT	YES
28	7/8/18	3:23	5745 DEVON ST.	CALL	SENT	YES

I hereby verify that we personally conducted these communications and that this record is a true and complete record of the communications we conducted and the end result of same. We made these communications using AT&T's wireless services.



Tanis Healey



Eugene Healey

AT&T Call Log Name

JOHN WATTS

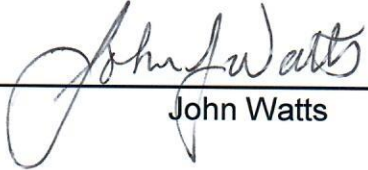
Tel No

386-843-0253

DATE	TIME	LOCATION	CALL	TEXT	EMAIL	SENT	REC'D	SUCCESSFUL	
								YES	NO
7-2-78	4:52 P	489 MORI 32127		✓			✓	✓	
7-2	4:52 P	"		✓		✓		✓	
7-2	3:07 P	"		✓				✓	
7-2	1:18 P	724 Big Tree 32119		✓			✓	✓	
7-2	11:51 A	"		✓			✓	✓	
6-30	6:10 P	989 MORI		✓			✓	✓	
6-29	12:16 P	"		✓		✓	✓	✓	
6-29	11:47 A	"		✓			✓	✓	
6-28	11:50 A	"		✓		✓	✓	✓	
6-28	11:12 A	"		✓		✓	✓	✓	
6-25	2:38 P	"		✓			✓	✓	
6-25	2:05 P	"		✓			✓	✓	
6-25	2:05 P	"		✓		✓	✓	✓	
6-25	1:35 P	"		✓		✓	✓	✓	
6-25	8:47 A	"		✓		✓	✓	✓	
6-24	11:54 P	"		✓			✓	✓	
6-24	9:59 A	"		✓			✓	✓	
7-2	2:31 P	"		✓		✓	✓	✓	
7-2	8:21 P	"		✓			✓	✓	
7-2	2:12 P	724 BIG TREE	✓	✓		✓	✓	✓	
7-2	2:13 P	"	✓				✓	✓	
7-2	5:14 P	"	✓				✓	✓	
7-2	5:14 P	"	✓			✓	✓	✓	
7-2	11:12	"	✓				✓	✓	
6-30	5:51 P	989 MORI	✓			✓	✓	✓	
6-30	5:57 P	"	✓				✓	✓	
6-22	4:15 P	"	✓				✓	✓	
6-22	12:44 P	"	✓				✓	✓	
6-22	3:11 P	"	✓				✓	✓	
6-23	3:02 P	"		✓		✓	✓	✓	
6-22	9:17 P	"		✓			✓	✓	
6-21	9:40	"	✓				✓	✓	
6-21	9:45	"	✓			✓	✓	✓	
6-21	9:59	"	✓				✓	✓	
6-21	8:30 P	"	✓				✓	✓	
6-21	5:15 P	"	✓			✓	✓	✓	
6-21	8:12 A	"	✓				✓	✓	
6-21	11:56	"	✓			✓	✓	✓	
6-21	9:00	"	✓				✓	✓	
7-24	1:24 P	"	✓			✓	✓	✓	
7-23	6:15 P	"	✓			✓	✓	✓	
7-23	1:04 P	"	✓				✓	✓	
7-23	11:45 A	"	✓				✓	✓	
7-22	2:41 P	"	✓			✓	✓	✓	
6-30	5:51	"	✓				✓	✓	
6-30	5:58	"	✓			✓	✓	✓	
6-26	11:30	"	✓				✓	✓	
6-27	9:45	"	✓				✓	✓	
6-26	12:20 P	"	✓			✓	✓	✓	
6-25	2:06 P	"	✓			✓	✓	✓	
6-25	2:45	"	✓				✓	✓	
6-25	8:40	"	✓				✓	✓	

DATE	TIME	LOCATION	CALL	TEXT	EMAIL	SENT	REC'D	SUCCESSFUL	
								YES	NO
7-6	10:39	989 MORI CT		✓			✓	✓	
7-4	6:25P	"		✓			✓	✓	
7-2	9:01P	"		✓		✓		✓	
7-2	7:14P	"		✓			✓	✓	
7-4	8:51P	"		✓			✓	✓	
7-2	7:17P	"		✓		✓		✓	
7-2	6:14P	"		✓			✓	✓	
7-3	4:10P	"		✓		✓		✓	
7-3	3:55P	"		✓			✓	✓	
7-3	3:52P	"		✓			✓	✓	
7-3	3:59P	"		✓		✓		✓	
7-2	1:16P	"		✓		✓		✓	
7-2	10:12P	"		✓			✓	✓	
6-28	8:45P	"		✓			✓	✓	
6-28	4:07P	"		✓			✓	✓	
6-28	9:54	"		✓		✓		✓	
7-4	6:18P	Dunham Sq - ES		✓			✓	✓	
7-3	10:48	Publix to 989 MOR -	✓				✓	✓	
7-4	6:18P	"	✓			✓		✓	
7-4	11:52	989 MOR	✓				✓	✓	
7-4	11:39	"	✓				✓	✓	
7-4	11:36	"	✓				✓	✓	
7-6	4:03P	724 BIG TREE	✓			✓		✓	
7-8	5:36P	MORI CT	✓			✓		✓	
7-8	5:39P	"		✓			✓	✓	
7-8	5:44	"		✓			✓	✓	
7-8	5:46	"		✓		✓		✓	
7-9	11:14A	"		✓			✓	✓	
7-9	11:16A	"		✓		✓		✓	
7-9	12:46	"		✓			✓	✓	
7-9	7:27P	"		✓			✓	✓	
7-9	9:38A	"		✓		✓		✓	
7-9	10:15	"		✓			✓	✓	
7-10	8:03P	"		✓			✓	✓	
7-11	2:57P	"		✓			✓	✓	

I hereby verify that I personally conducted these communications and that this record is a true and complete record of the communications I conducted and the end result of same. I made these communications using AT&T's wireless services.



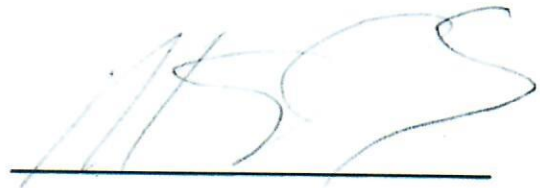
John Watts

	Date:	Time:	Location:	Call, text or email:	Sent or Received	Successful? Yes or No
1	7/11	5:30PM	Port Orange	+xt	Received	Y
2	7/11	2:15PM	Abingdon, MD	+xt	Sent	Y
3	7/11	3:17PM	Abingdon, MD	+xt	Received	Y
4	7/12	10:08A	Port Orange	call	received	Y
5	7/12	9:09A	Port Orange	call	Sent	Y
6	7/12	8:46	Abingdon, MD	call	Received	Y
7	7/11	5:42P	St Petersburg	call	Received	Y
8	7/11	3:57	Boston, MA	call	Sent	Y
9	7/11	12:33	Port Orange	call	Received	Y
10	7/11		Italy	Email	Received	Y
11						
12						
13						
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25						

July 13, 2018

To Whom It May Concern:

I hereby verify that I personally conducted these communications and that this record is a true and complete record of the communications I conducted and the end result of same. I made these communications using AT&T's wireless services.

A handwritten signature in blue ink, appearing to read "N. David Mead", is written over a horizontal line.

N David Mead

EXHIBIT C

Map of 651 Taylor Road, Port Orange, FL

[< Back to search results](#)

Coverage by Device Type: AT&T HD Voice

Domestic Wireless Voice Coverage

This map shows an approximation of wireless voice coverage in the United States, Puerto Rico, and the U.S. Virgin Islands.



Legend



Your search

AT&T HD Voice

Voice

3rd Party Coverage

EXHIBIT D

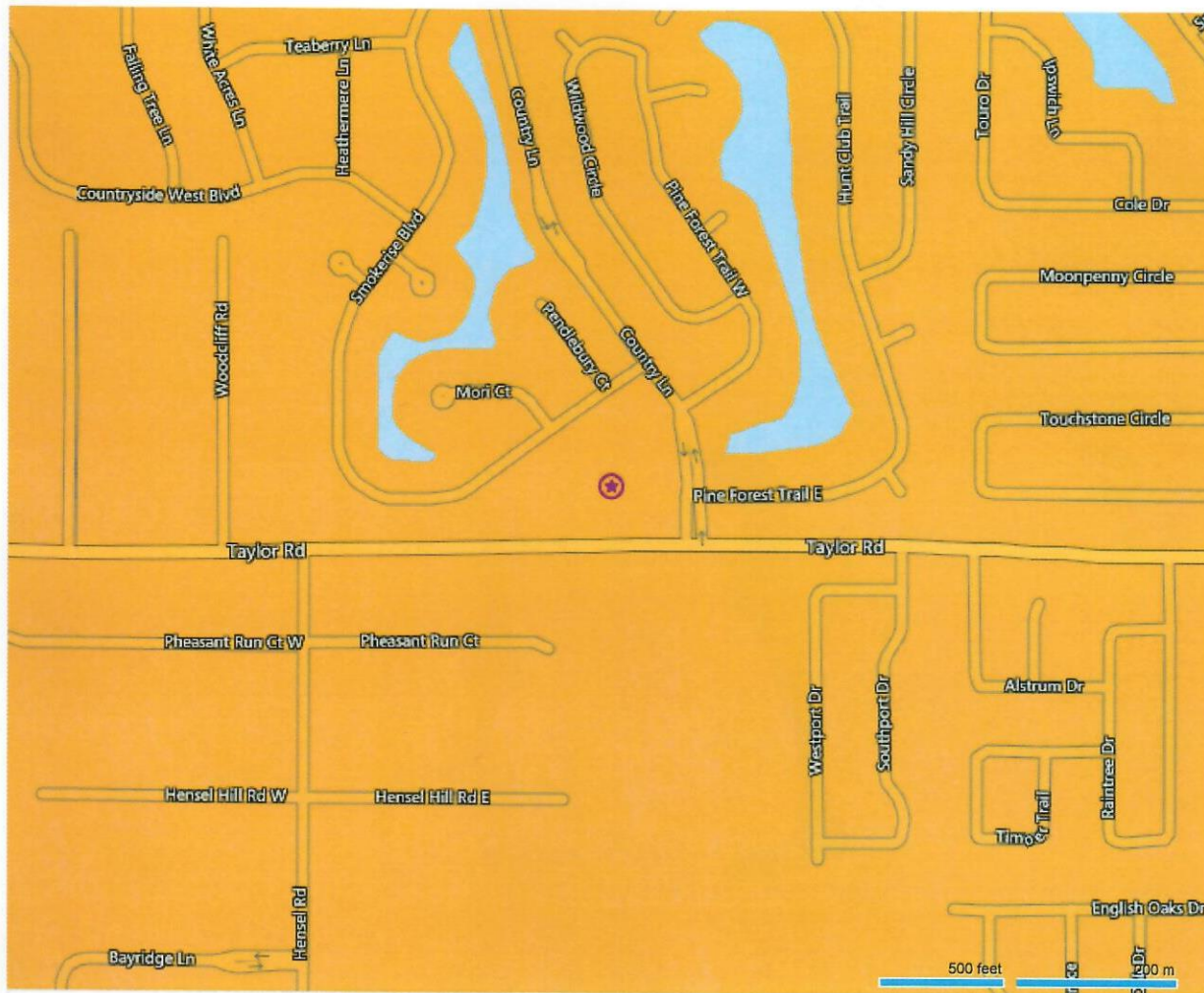
Map of 651 Taylor Road, Port Orange, FL

[< Back to search results](#)

Coverage by Device Type: 3G

Domestic Wireless Data Coverage

This map shows an approximation of wireless data coverage in the United States, Puerto Rico, and the U.S. Virgin Islands.



Legend

★ Your search

4G LTE*

4G*

3G*

3rd Party Coverage

EXHIBIT E

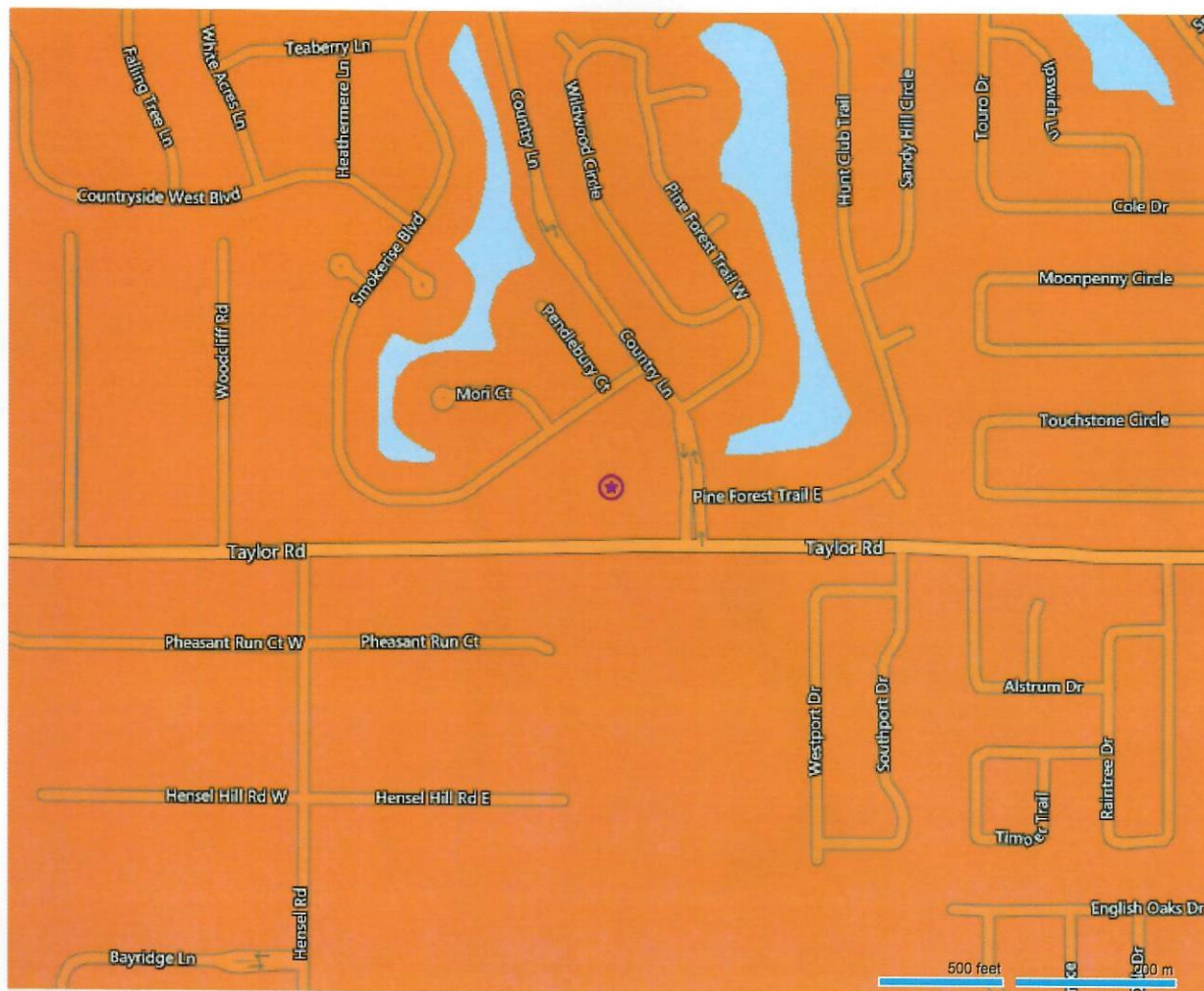
Map of 651 Taylor Road, Port Orange, FL

[< Back to search results](#)

Coverage by Device Type: 4G

Domestic Wireless Data Coverage

This map shows an approximation of wireless data coverage in the United States, Puerto Rico, and the U.S. Virgin Islands.



Legend

Your search

4G LTE*

4G*

3G*

3rd Party Coverage

EXHIBIT F

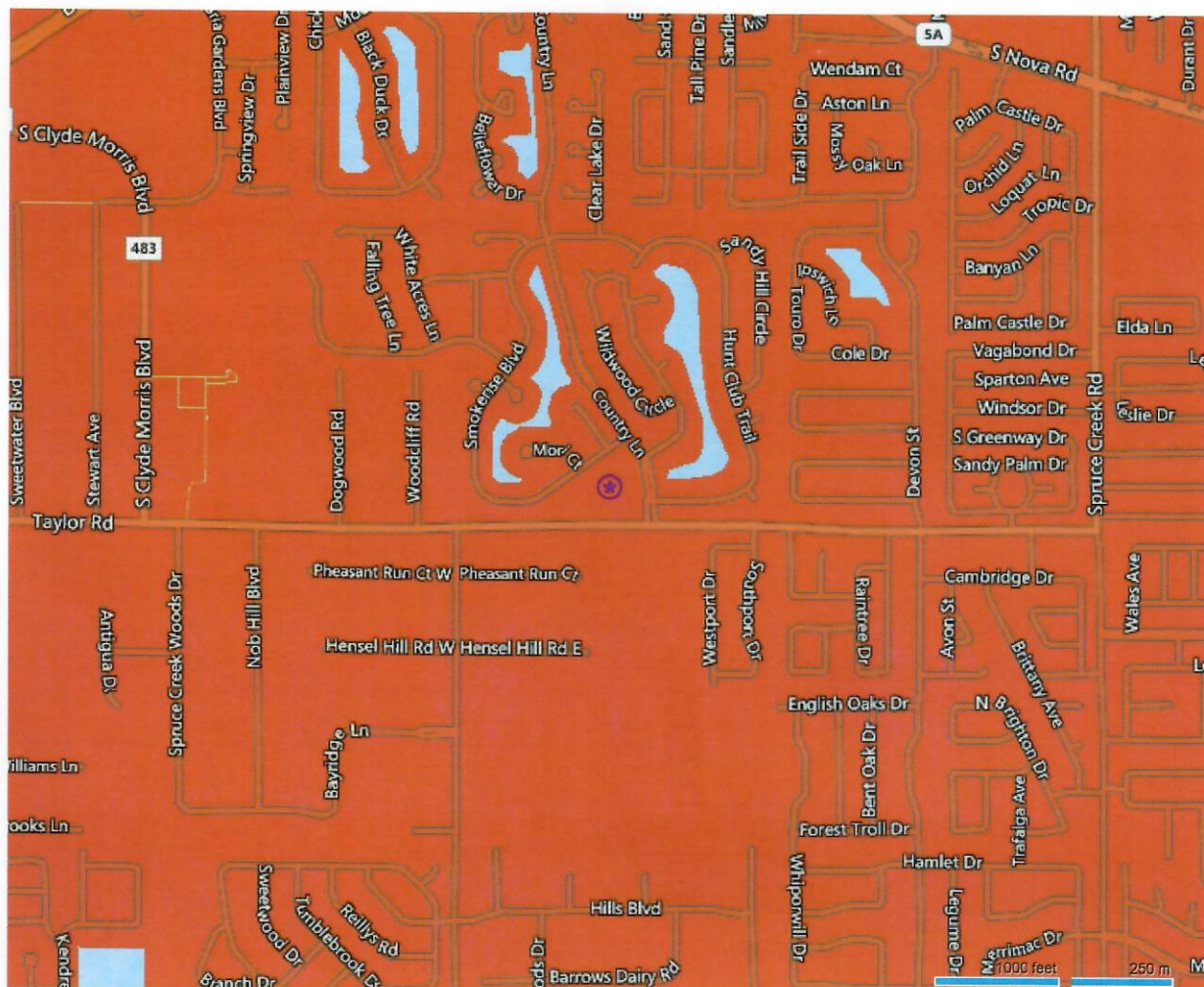
Map of 651 Taylor Road, Port Orange, FL

[< Back to search results](#)

Coverage by Device Type: 4G LTE*

Domestic Wireless Data Coverage

This map shows an approximation of wireless data coverage in the United States, Puerto Rico, and the U.S. Virgin Islands.



Legend

Your search

4G LTE*

4G*

3G*

3rd Party Coverage

EXHIBIT G

June 30, 2018

Tatiana and Gary Llewellyn

991 Smokerise Blvd

Port Orange, FL 32127

Dear City of Port Orange,

A few years ago, we planned to buy a bigger house, a nice place to live in with our growing family. We planned on buying the house in 2018, but by 2016 we were already checking sales on internet just for curiosity. When we saw the 991 Smokerise Blvd house, we called the realtor and went there just to take a look. Immediately we fell in love! We decided not to see any other house. We knew we could not wait two years and take the risk of losing that one, that was definitely our dream house! So, by then we had to make all the needed sacrifices due to buy it in 2016.

This house has all the amenities, decor, size, everything we wanted. We never saw any other house in the same price range the exactly way we expected as this one. Our back yard has privacy, entertainment for all ages (swimming pool, playground, basketball half court), many palm trees, tiki bar, it's our "mini-jungle" paradise! There is no one, between our friends and relatives, who does not like our place, it is perfect for us and our close ones to visit and have fun, mostly in our patio/backyard.

Our house is the closest one in the planned area of the tower. A big cell tower there would change completely the feeling we have, and the reason why we bought it! Our indoor main area is basically open concept with many windows and glass doors. We would see this big tower from everywhere all day long, giving us the feeling it stands inside our property, since it is extremely close. Our family room has big over 10ft high windows that face

exactly in the direction of the "supposed tower". This tower would impact our view from almost all rooms, including living room, family room, breakfast court, kitchen, all the four bedrooms, all the areas we spend more time daily. We love the feeling of privacy in the middle of this nature environment this house has. The outdoor area would be ruined with this tower looming over our entire house, almost attached by the corner of our property, with that bad view from everywhere (pool, bar, patio, basket court, playground), seeming to stand up in between our palm trees. Instead "jungle view" around our tiki bar, there would be this ugly big tower. We have nice views from inside and outside, full of privacy (all fenced), nice landscaping with expensive tropical trees around the whole property, giving us a beautiful daily view of sky and nature. If this tower is built even the view of sky will be compromised by the proximity to this tower.

We want our future baby having the opportunity of being raised in the same environment feeling we have now in there. When we purchased the house, we checked the surroundings of it and since it seemed never changing, we loved. But now all our dreams could fall apart?! It is sad and disappointing. We are definitely against this tower that would depreciate our home's value, destroy the lovely aesthetic look and intimidate our feelings.

Very Respectfully,

Tatiana and Gary Llewellyn

7-1-2018

City of Port Orange

To whom it may concern,

I reside on Smokerise Blvd, directly behind the church at 651 Taylor Road involved in the proposed erection of the 125' cell tower. I want to express my complete opposition to this monstrosity that would not only worry my health but completely destroy the aesthetic value of my back yard and view from nearly every room in my house. I purchased this home in a beautiful residential neighborhood with a pristine skyline. This is what I pay property taxes for. Additionally, I have zero problems with wi-fi or phone communications. Why is this even needed? Why allow commercial use to come in and devalue my home, my sanctity, my peace? I beg you to not allow this gross erection and give the families of Port Orange the right to live in peace and beauty, not the big business' that only cares about the dollar.

sincerely,

Dr. Christopher Linge
1003 Smokerise Blvd.
Port Orange, Fl.
386-898-4557

July 6, 2018

To Whom It May Concern:

My name is N David Mead and my wife and I reside at 5766 Pendlebury Ct, Port Orange NY. We have lived at this address since May, 1999. We bought this home because of its extensive landscape which gives us privacy in our back yard. We like to see only the roots of surrounding properties and the sky. If this cell tower is installed we will be seeing it above the landscape every day. That is not the view we anticipated when we bought this house nor is it one we want to see from our backyard. It would definitely be an eyesore.

Sincerely,

N David Mead

5766 Pendlebury Ct

Port Orange, FL 32127-7960

Cell : 386.334.2553

Email : joydavemead@gmail.com

July 5, 2018

TO: City of Port Orange
1000 City Center Circle
Port Orange FL, 32129

From : John & Gwendolyn Watts
989 Mori Court
Port Orange, FL 32127

Re: Cell Tower Application for 651 Taylor Rd.

Twenty two years we moved to the beautiful community of Steeplechase in Country Side. The community has maintained its desirable location due to our HOA and the Residential Architectural Review Committee (RARC) with active involvement and enforcement of the covenants that we expect all residents to abide by. Key to this accomplishment is the requirement we do not do any exterior work on your property unless prior approval by our RARC community board. This means we control how we want our homes to look as a commitment to our choice of a homestead. Country Side, a beautiful community by design and management. Port Orange, planned by choice, not chance.

It has come to our attention that AT&T has applied for an application for a 125 foot communication tower to be located on Port Orange United Church Of Christ, 651 Taylor Rd. property. The site abuts the Steeplechase residential area, an elementary school and day care center are directly located across from the church property. A beautiful residential setting and we want to commercialize it with an steel monopole and a lots of cans attached now and a lot more to come later on. This is not progress. All of Country Side utilities are underground. We plan and pay dearly to place utilities under ground and then turn around and add an eye sore smack in the middle of a beautiful residential community.

As Chairman of the Country Side RARC, I know approval would not be given by our RARC if this application was on Country side property. Being that the proposed AT&T Tower Site joins our residential home owners properties, it strengthens our decision not to erect a commercial bill board that will be view by all our residents. Every day as our residents leave and return to their homes they will be greeted by our needs to communicate to others how reprehensible our south entrance view is. In the homes of many residents they will see constant undesirable views of the tower in lieu of the landscape and horizon they have observed for years.

Moving on to my residence, I will find it very difficult to leave by the front since we are located 400 feet from the monopole. Yes, three house and a street from the proposed site. Sitting on our front porch, I will steam instead of looking at the flowers and grass growing. This was home sweet home, but now upgraded by a recycled metal pole and tin cans attached. When I back out my driveway and turn to leave my home, the steel monster is just several hundred feet in front of me, enough to raise my blood pressure and make my beautiful day.

Being this close to a communication tower is not what I planned when I retired from the Bell System. A great profession for 37 years, but I do not need this reminder in my front yard to live the rest of my life. Our desire to live in a nice area, give back to our community and our city is

what we have done for twenty years. We don't want this to change.

Our community's future is in the hands of our elected official and the planning manager. Progress over common sense needs to be review with this application for a communication tower. Simply put, we have zoned commercial land with in four blocks that is available and could serve to meet the needs of AT&T. Locating a tower in a fully developed residential community is incomprehensible, if not criminal.

Your disapproval of this change of use is strongly recommended by our community residents.

Thank you for your consideration and affirmative action on this pending hearing.

Enclosed is a tower view from our front porch, please don't make this happen.

Sincerely,

John Watts &
Gwendolyn Watts

PROPOSED -



Now

July 10, 2018

Regarding my property at 997 Smokerise Blvd., Port Orange, FL 32127

To Whom It May Concern:

I am writing to you about the terrible adverse impact that approving AT&T's Change of Use application for a cell tower at 651 Taylor Road, Port Orange, FL would have on my property.

First, I want to say that I fell in love with the Countryside HOA many years ago. I first moved to a small condominium unit and fell so in love with this area that I subsequently bought a house here. I still own both properties.

The reason I fell in love with Countryside is its natural beauty. In fact, I originally put an offer in on an identical ICI built home in Countryside. But later, I ended up paying \$110,000 more for my identical model because I wanted to be located on a lake surrounded by trees and plants. The first property I looked at didn't have the natural appeal of the house I ended up buying. And that's what the huge appeal of this area is - its pristine environment and natural beauty. So, I paid much more for that value.

That beauty and its value is, unfortunately, under direct attack. We have a small lake and a grassy field behind our house on Smokerise Blvd. Right next to the grassy field - LITERALLY 'right next' to it - is where the 125' tower is proposed to be. Honestly, my first reaction was 'this is insane!'. How can you try to shoehorn an Industrial monolith into a Residential area? This tower is going to be three-fourths the height of the Ponce Inlet Lighthouse (which is the tallest lighthouse in Florida)!

Let me please also address the visual aspects of this tower. This thing is HUGE. Again, three-fourths the height of the Ponce Inlet Lighthouse and two-thirds the height of Spaceship Earth at EPCOT. It's twelve and a half stories tall in an area with nothing taller than two stories. It is absolutely incompatible with the surrounding environment and it will be absolutely unavoidably visible from my property. Additionally, AT&T could raise the tower's height to 145 feet without involving the City of Port Orange in that decision at all - that's fourteen and a half stories tall!

First, let's talk about my living room. When I sit on my couch with my coffee on the coffee table in front of me facing my television, the tower will be completely visible in the eight foot window I have to the right of my TV. It will be visible from nearly every inch of my living room. Furthermore, I will be unable to avoid being slapped in the face with a blinking white light while I'm trying to relax and watch TV. It will make my living room unusable for the purpose of sitting and relaxing to watch a show. Additionally, the view that I once enjoyed of an open field and trees will now be of a HUGE industrial monolith that absolutely dominates the landscape. I have furniture specifically purchased for use in that room. Including a 'zero gravity' chair. I will not be able to use and enjoy this room any longer.

Second, let's talk about my guest bedroom. The window in that room would look DIRECTLY at the cell tower about 200 feet away. While currently, I have a beautiful landscape in front of that window (including a lake view), the new view would be completely dominated by the metal tower. Is that the view you want your visiting guests to enjoy? Absolutely not.

The guest bathroom also will have its view destroyed by the tower. While now, the high windows in the bathroom afford a beautiful sky view, if built, the tower will dominate this view. To make it worse, the view will be of the top of the tower and the flashing light upon the top. NOT the "nightlight" I want my guests to be guided by. It will turn a pleasant room into an ugly one.

Even turning my car into my driveway will force me to come face-to-face with the tower. It will loom dramatically over my property, and it will turn my pristine property into a property with all the charm of an Industrial ghetto.

Let's also talk about my pool area. This is where I frequently barbecue and entertain. Imagine floating on your raft in your own pool and opening your eyes to the sight of this gigantic cell tower looming over you. My house and pool would - literally - be in the shadow of it! During the Fourth of July, I had friends over for a barbecue. Everyone agreed that they would not be back if the cell tower was built. They didn't want to take the unnecessary risk of being that near it for hours on end. And visually, who would want to have this tower as their view? No one. My friends are unanimous in the feeling that the tower would destroy the park-like feel of my backyard. And one even said 'no one wants to go to a party where the food is barbecued and the people are microwaved'. That's a valid and important perspective. Plus, my pristine lake view would be upstaged by a 3600 square foot enclosure made of chain link and barbed wire that would be housing a twelve and a half story Industrial monolith. Who wants to visit with such eyesores looming next door and overhead?

There's another part of my pool lanai that would be impacted. The deck of that area is painted white and, on clear nights, that white surface reflects the moonlight and creates a soft, serene light in that area. If the tower is built, the pool deck would instead be reflecting the red or blinking white light of the cell tower. Again, trading 'beauty' for 'ugly'. A very real visual detriment and one that completely changes the tenor and use of that area.

And last, and most important, is how the tower would impact my Master Bedroom. My Master Bedroom has a sliding glass door to the pool lanai which is in direct line to where the tower would be built. A direct line! Not only would this ruin leaving the curtains open to enjoy the view, it would completely destroy my view! Instead of opening my curtains during the day to enjoy the pool deck, trees and the bird of paradise plants I've placed to enhance my view, I'd instead be looking directly at the base of the tower only a couple of hundred feet away. And to add to it, the lights from the tower would be reflected back up at me by my pool's water at night. It would be as though you picked up my house and moved it RIGHT next to the base station of this tower. And that tower is planned to be more than three times the height of the tallest mature trees surrounding it! It would also be an incredible disruption of my ability to sleep at night! Can you imagine the continual flashing of a strobe light lighting up your bedroom all night long? Remember the old movies when they indicated an apartment was in the seedy side of town by having a neon sign flashing outside the apartment's window? This is EXACTLY what you would condemn me to if you allowed this tower. An endless flashing of light. In addition to the unpredictable cacophony of diesel generator sounds. Would you be able to relax and enjoy your sleep in such a setting? I can tell you unequivocally that I will not be able to. You will cost me sleep. You will hurt my health. Or you will force me to incur the expense of moving.

I'd like to also talk about my pride of ownership in my house. I bought it from the original owner after shopping houses for nearly nine months. I ended up buying it because it was on the lake and surrounded by the natural environment. I loved it so much, that I contacted ICI builders for the original paint codes for the house. And then I spent thousands of dollars completely repainting the inside of the house. Then re-stuccoing and repainting the outside of the house. Then re-padding and re-carpeting the entire house. Then, re-insulating the entire attic area. I have spent well in excess of \$20,000 on home improvements. If you allow this tower to be built, my loss in property value will make all my improvements meaningless. I will have a home that will have its value crushed and I will have a home that no one will want to buy since I will have an Industrial tower in my backyard. That's not simply my opinion - it is the verified opinion of Real Estate professionals who have worked in the Port Orange area for years. Why would you do this to a citizen of your town? To appease a business instead? AT&T has a market capitalization of \$240 billion. They can find a suitable, non-invasive, non-destructive place for a tower. However, I can't afford to move and improve another house. This was where I expected to retire (I'm in my 60s). I simply don't have the time, energy or money to make another house my nest again.

I know I wanted to talk about the visual destruction of my property this tower would have. But I also want to talk some common sense issues for a page or two.

Honesty, how can you seriously consider a proposition that would have an industrial 50 Kilowatt diesel generators only TWENTY FIVE feet from Residential properties to the West (and only 90 feet to the North)? Volusia County looks for at least a 1000 foot setback for cell towers. Twenty five feet is literally less than one-third the width of our front yards! And, according to Generac (the generator manufacturer), a 50 Kilowatt diesel generator (as proposed in this case) produces 65-70 decibels of sound or 'higher depending on installation parameters'. I refer you to the Port Orange, FL - Code of Ordinances, Article 4, Section 42-80b. This Code defines General Restrictions and specifically states "Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected." In this case, the noise is being projected into a Residential district (on EVERY side of the proposed tower site). The Residential noise limits are 60 decibels from 7:00 AM to 10:00 PM and only 50 decibels from 10:00 PM to 7:00 AM! Meaning the diesel generators will exceed Code by 16% to 40%! And worse, the AT&T generators will be 'self-testing', which means they will be going on and off at random hours throughout the day and night without consistency or warning. Do we not deserve the same right to quiet enjoyment of our properties as everyone else in Port Orange? Do we not deserve the right to proper sleep in our own homes?

I want to point out one other thing about the sound. We have no barriers between the tower property and our own homes. North of the tower site is an empty grass field and a lake. Both of which allow sound to travel unmuffled and unabated along their surfaces. To compound things, the back of our homes are concave and stucco, which focuses and amplifies sound. Are you really condemning us to sleepless nights of diesel generators going on and off unexpectedly? Don't you think that completely violates our rights as citizens to quiet enjoyment of our properties? Our homes won't only be decimated in value, they will become uninhabitable. If this is the City's intent, then I suggest it pay us fair prices for Eminent Domain actions and compensate us properly for the losses you'd force upon us.

I've added a page to further illustrate my issues with the sound pollution this tower would cause, and how it would be in violation of Residential noise ordinances in Port Orange.

I am also including a page on what is, to me, a very frightening aspect of this tower. Notably, that it is not equipped to handle the levels of weather we receive here. The City of Port Orange would quite literally be gambling our lives that a tower with specifications far below our actual wind levels wouldn't tear apart and expose us to metal projectiles that would destroy our homes or our lives. Even just one loose nut falling from this tower would have deadly consequences if it were to come off the tower. If a worker dropped a tool, it would similarly become a deadly projectile. And this tower IS close enough for deadly consequences to occur - there is no 1000 foot setback proposed here. This isn't an empty field in Montana. This is a proposed tower directly adjacent to Residential properties on ALL FOUR SIDES.

I reluctantly include here a report from Ryan Menezes - a cell tower climber. If you are a sensitive reader, please skip to the next page. From Ryan's perspective as a climber, I imagine it's a humorous anecdote. But for people living on Residential properties at the base of a tower, it would not be. Mr. Menezes writes about one of his co-workers:

"I pee off the tower daily," says Roland. "We are up there for six to eight hours and drink lots of energy drinks and water. It's pretty cool to see how far you can make it go." And the real novelty in watching the pee drop is that it won't stay in a steady stream -- not when it falls that long a distance. Instead, it sort of dissipates, like water blown out of a mister fan. Roland recalls one typical day when the man atop the tower let loose without warning. "By the time it got to us," he says, smiling at the memory of that golden spray, "it had a good 15 foot of coverage." It fell on everyone gathered there, including the safety inspector from OSHA and his gleaming white truck."

Is it really in your Citizen's interests to have ourselves, our houses, our patios and our pools urinated upon? Because only a slight wind would easily carry such a discharge 25 to 90 feet onto our properties. It's a disgusting possibility because, again, our properties are way, way too close to the proposed tower.

I'd like to address the FCC **requirement** that AT&T show a 'need' for this tower. If they cannot, then the tower must be denied. I'd like to say that I've lived at 997 Smokerise Blvd for over five years. I've NEVER experienced trouble with the reception here for emails, calls or texts. In fact, the coverage here is better than the coverage I had when I lived in California. Even AT&T's OWN 'Applicant Statement' submitted to Port Orange states the tower at 651 Taylor Road "will provide additional coverage to the surrounding Countryside and Pheasant Run residential communities" There is nothing new here! There is no 'need' here that's not already addressed, so, there is absolutely no need for this tower at 651 Taylor Road - by AT&T's own admission!

You might be asking "what does 'need' mean?" A quick check of some of the posts on NextDoor.com about AT&T provide plenty of examples. Please note: **NONE of these comments are from an area AT&T would serve with a tower at 651 Taylor Road** - they are ALL west of I-95. I am including them as examples of what 'need' is in reference to the FCC rules.

What real 'need' looks like (Again, these are from *other* areas of Port Orange - not served by this proposed tower):

 Denise Aubry, Port Orange Plantation

AT&T

I have AT&T as my cell phone provider. In the last few months I've been having trouble with dropped calls & poor reception. I've complained. AT&T rep replaced my SIM card & did some other things (I'm not very tech savvy). At home I get 1 or sometimes 2 bars, while every place else I get 3 or all 4 bars. Rep checked my area to see if there was any problems in the PO Plantation area & no there wasn't. Anyone else having a similar problem? Any solutions out there?

28 Jun · 45 neighborhoods in Recommendations



Susan Blythe, Coquina Cove · 28 Jun

I switched from T-Mobile to AT&T because of spotty service here and it's just as bad. Friends with Verizon have better reception here I'll be switching soon



Ashley Ginther, Port Orange Plantation · 28 Jun

I'm with Lisa. I have to get right up in my window or go outside.



Stefanie Gracia, Sunrise Oaks · 1 Jul

Same issues. On and off. Not consistently.



Don Kean, Port Orange Plantation · 28 Jun

Denise,

I also have AT&T and horrible signal strength in the house. I use a "micro cell" from AT&T. Its basically a cell repeater and i get 5 bars with it operating



Sharon Morrill, Hawks Preserve · 30 Jun

We have AT&T service. Our two phones are set to wi-fi calling. It works very well. Before we did that, we had to go outside to talk. The only time you really have to take it off wi-fi is if you set your phone to use someone else's wi-fi. Then it doesn't work well. But being out and about, in stores, etc., we never change it and it works fine. We live in Hawks Preserve.

You don't find any such posts on NextDoor.com about the Countryside, Pheasant Run or Foxboro areas needing cell coverage because we ALREADY HAVE coverage - just as AT&T says in their Applicant Statement. Even if you look at the coverage maps that AT&T provided to the City of Port Orange, AT&T already SHOWS strong coverage in this area! The purpose of AT&T's proposed tower at 651 Taylor Road is NOT to address a 'need' (because, in fact, there isn't one). It's to be the first cell provider to place a new tower so that they can rent antenna space to other providers. There's no need for a cell tower in this area. It is a bald-faced money grab by AT&T to be the first to place a tower there so that they can make a profit leasing antenna space to other cell providers. Otherwise, AT&T has to lease space from them. Please don't sell your citizens out so that a \$240 billion corporation can make what is to them a miniscule amount of extra profit.

I've mentioned the adverse impact on the visual beauty of my property this tower would have. It would destroy the aesthetics of my home. The monumental impact it would have cannot be overstated. I've also mentioned that the tower's generators would cause noise pollution well above the City of Port Orange's code and it would do so at unpredictable times (and often late into the night). And I've mentioned that this tower is WAY too close to Residential properties on all four sides and that this fact creates very serious potential health issues, concerns about the hazard of falling objects and most threatening - the possibility of tower failure bringing it down onto our properties. I've mentioned that the FCC requires there be a need for a new cell tower (instead of co-locating on an existing tower) and I've shown that AT&T has - by its own statement - no such need here. In closing, I'd like to cover one other aspect, and that aspect is the lost real estate values this tower would cause.

There are 114 Residential properties within 1000 feet of the proposed AT&T cell tower site. One hundred and fourteen Residential properties! Realtors with decades of experience in Port Orange, FL have told us that we can expect property value losses at 20% or more (many estimates are higher than 20%). Using the County of Volusia Property Appraiser's 'just value' of those properties, the loss in value to those 114 properties would be \$5,908,305. That's the very low end 'base' of what those properties would lose. To get a more accurate estimate, we used the June 19, 2018 Zillow.com values of those properties. ***The loss of value - JUST to the 114 properties within 1000 feet of the proposed cell tower site - would be \$7,534,469.*** That would be real loss perpetrated upon us by the City of Port Orange. And that DOESN'T include all the other properties within Countryside, Pheasant Run and Foxboro that would have property damage claims - the \$7.5 million dollar value is, again, ONLY those properties within 1000 feet of the cell tower site. \$7.5 million is the starting point for property damage claims, with the potential end number being many, many times higher.

Please take a moment to think of that impact on a personal level. Think of the value of your home and the equity you've built up over the years by improvements. Think of your Pride of Ownership. Then, think of the possibility that 20% or more of the value you've built could be ripped away by one horrible decision. It's very, very scary for us homeowners. And we hope that the Planning Commission will make a decision based on what's best for Port Orange residents, and not what's best for a huge, anonymous corporation that is apparently fine with placing profits before people.

Sincere thanks for your time and attention to this matter.

Best wishes,

Paul Kern

997 Smokerise Blvd.

Port Orange, FL 32127

June 20, 2018

Tanis and Eugene Healey

989 Smokerise Blvd

Port Orange, FL 32127

Dear City of Port Orange,

We purchased our home in Countryside in 2009. We loved the look and feel of this community. Driving through Countryside there is a park like setting and is a wonderful community right in Downtown Port Orange. If the city allows for AT&T to construct the proposed 125' tall cell phone tower at 651 Taylor Road, there will be extreme negative visual impact to our home!

Looking at my house from the street, this massive tower will look like it is protruding out of my neighbors' house. Each day when leaving our house or come home, pulling in or out of our driveway we will see this tower looming over our house because it will be in the back of our home on adjacent property. We purchased this particular house because of the large windows along the back of the house that all look out to a wooded backyard that meets the pretty blue sky. This view will be decimated by the erection of this tower! Every day when I wake up and open the curtains in my bedroom I will see this tower. As I walk to my kitchen, I will see the tower from my living room and again in my family room where my family spends our time together. Both of my sons will rise in the morning, open their bedroom curtains to see the tower out their windows. In the evening after a long day of work, school and sports, our family likes to grill out, eat out on the patio and have fun family time in the pool. We will see the tower looming over us doing all of this. This tower will completely ruin one of the main reasons why we purchased our home, the beautiful backyard and views out the many windows in this house.

We have invested tens of thousands of dollars into the aesthetics inside and outside of our home. We have upgraded the exterior landscaping, paint, and maintain it with pride. The interior of the house also has undergone extensive upgrades since we purchased it. These aesthetic investments will never be recouped with the erection of this tower due to the property value decrease that we will incur.

In closing, AT&T will cause extreme negative visual impacts to our home. The look and feel of our home will *never* be the same.

Very Respectfully,

Tanis and Eugene Healey



GARRET GARRY
995 SMOKERISE BLVD
PORT ORANGE, FL 32127-7956

Dear City of Port Orange, etc

Re: Cell Tower Proposal for [651 Taylor Road](#)

Our names are Garret & Kathleen Garry & we reside at [995 Smokerise Blvd, Port Orange, FL 32127](#) & we are located directly behind the projected cell tower. Photos are attached.

Kathleen is also a retired licensed realtor of 30 years in the state of Maryland & previously a ReMax office Manager.

Garret is a financial advisor of over 50 years. In preparing a financial plan for homeowners & especially the elderly, the homes value us a key consideration. I am sure you have noticed all of the commercials pertaining to reverse mortgages. For each \$100 loss in value, this results in a \$50 loss in income for the New reverse mortgage applicant & this area is full of senior citizens.

There are so many additional factors that will effect every homeowner in this area.

We have lived at this location for 18 years & purchased this home because of the gorgeous back yard - Photos attached

We do a lot of entertaining & everyone loves our view. We cannot imagine it changing to seeing a cell tower & what surrounds the tower.

Not to mention the impact on our homes value which will probably be reduced by over \$65,000.

This tower will be an eyesore to our community & possibly a health threat. Children play in & walk by this area as it is adjacent to an area of open space & a pond not to mention across the street from an elementary school & a daycare.

Why doesn't AT&T look for a less residential area to locate their tower. We do not use their services here.

The impact of this tower on us specifically & our community is severe & our home will never be the same. As a retired Realtor, I feel that the value will never increase from our purchase price in spite of all the monetary improvements we have made over the years.

Please vote **NO** to this tower!

Garret & Kathleen Garry
[995 Smokerise Blvd](#)
[Port Orange, FL 32127](#)

[386-304-1200](#)

Photos enclosed

Kathy Garry Sent from iPhone garrykg@aol.com

Subject: Cell
Date: 7/12/2018 11:47:19 AM Eastern Standard Time
From: garrykg@aol.com
To: garrykg@aol.com

Kathy Garry Sent from iPhone garrykg@aol.com

6 Attached Images



* This is our home at 995 Smokerise
Garret & Kathleew Garry



GARRET GARRY
995 SMOKERISE BLVD
PORT ORANGE, FL 32127-7956



CAUTION



On this tower:

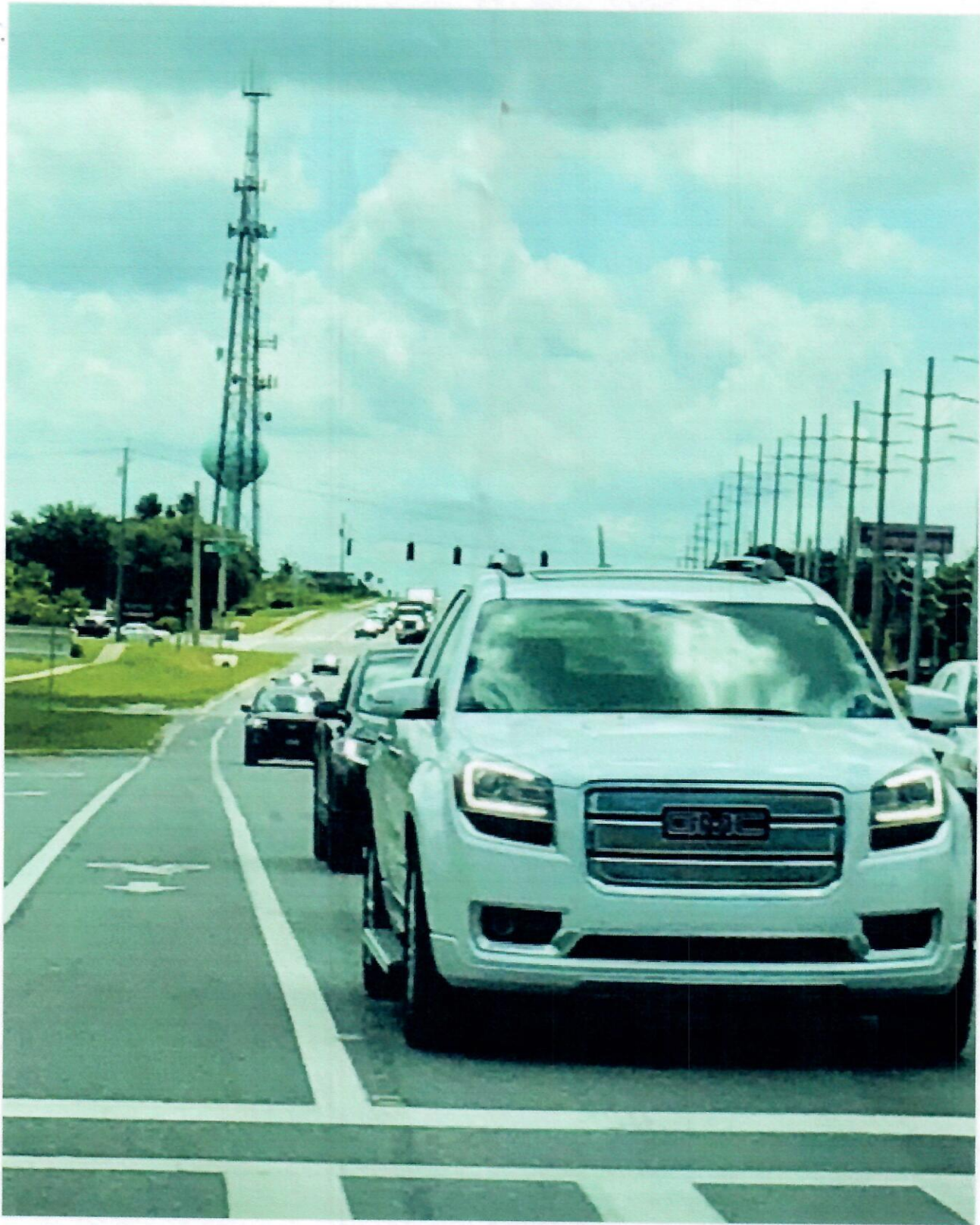
Radio frequency fields near some antennas may exceed FCC rules for human exposure.

Personnel climbing this tower should be trained for working in radio frequency environments and use a personal RF monitor.

This is scary!



GARRET GARRY
995 SMOKERISE BLVD
PORT ORANGE, FL 32127-7956



This is what will be behind us



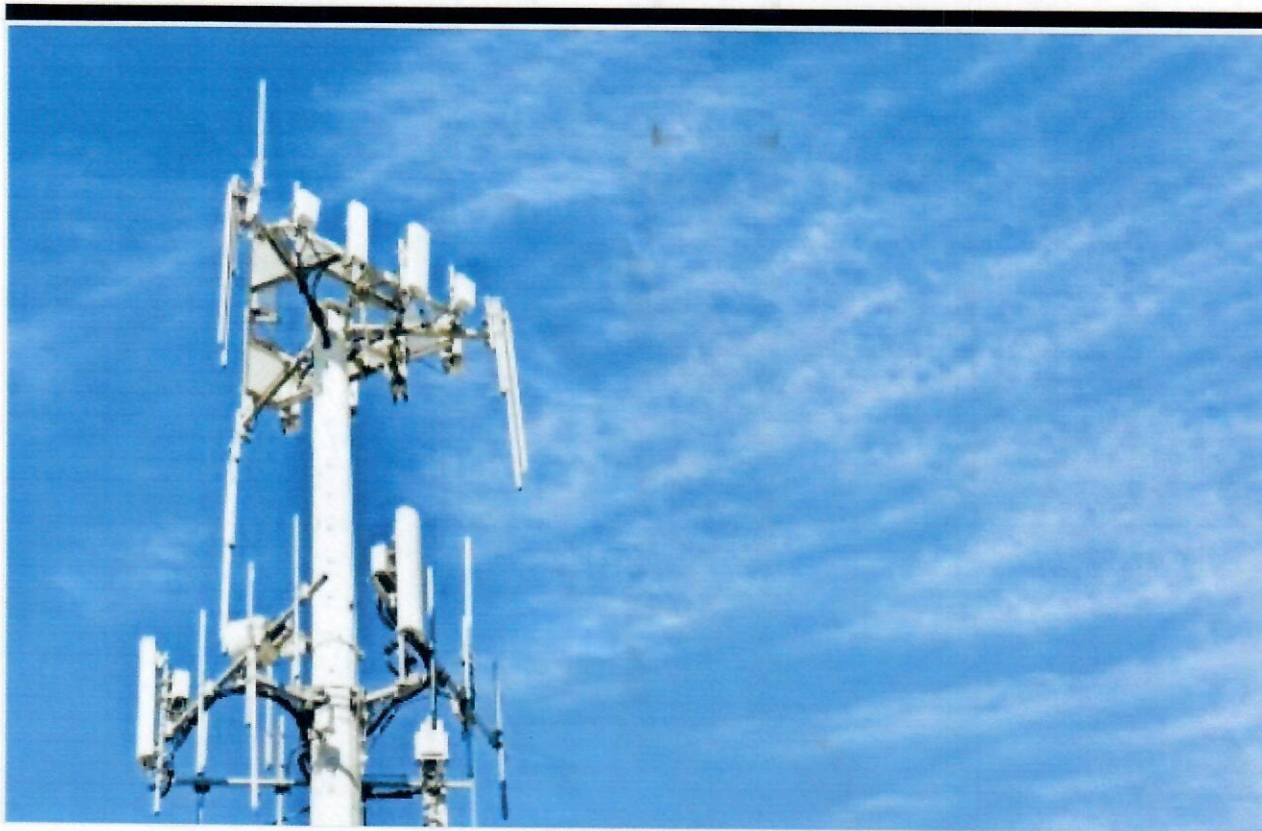
GARRET GARRY
995 SMOKERISE BLVD
PORT ORANGE, FL 32127-7956



This is what we will see at night



GARRET GARRY
995 SMOKERISE BLVD
PORT ORANGE, FL 32127-7956



The view will be this from
our backyard



GARRET GARRY
995 SMOKERISE BLVD
PORT ORANGE, FL 32127-7956




GARRET GARRY
995 SMOKERISE BLVD
PORT ORANGE, FL 32127-7956

Our home - which will look quite different with a tower behind



View of our yard
looking toward the
pond



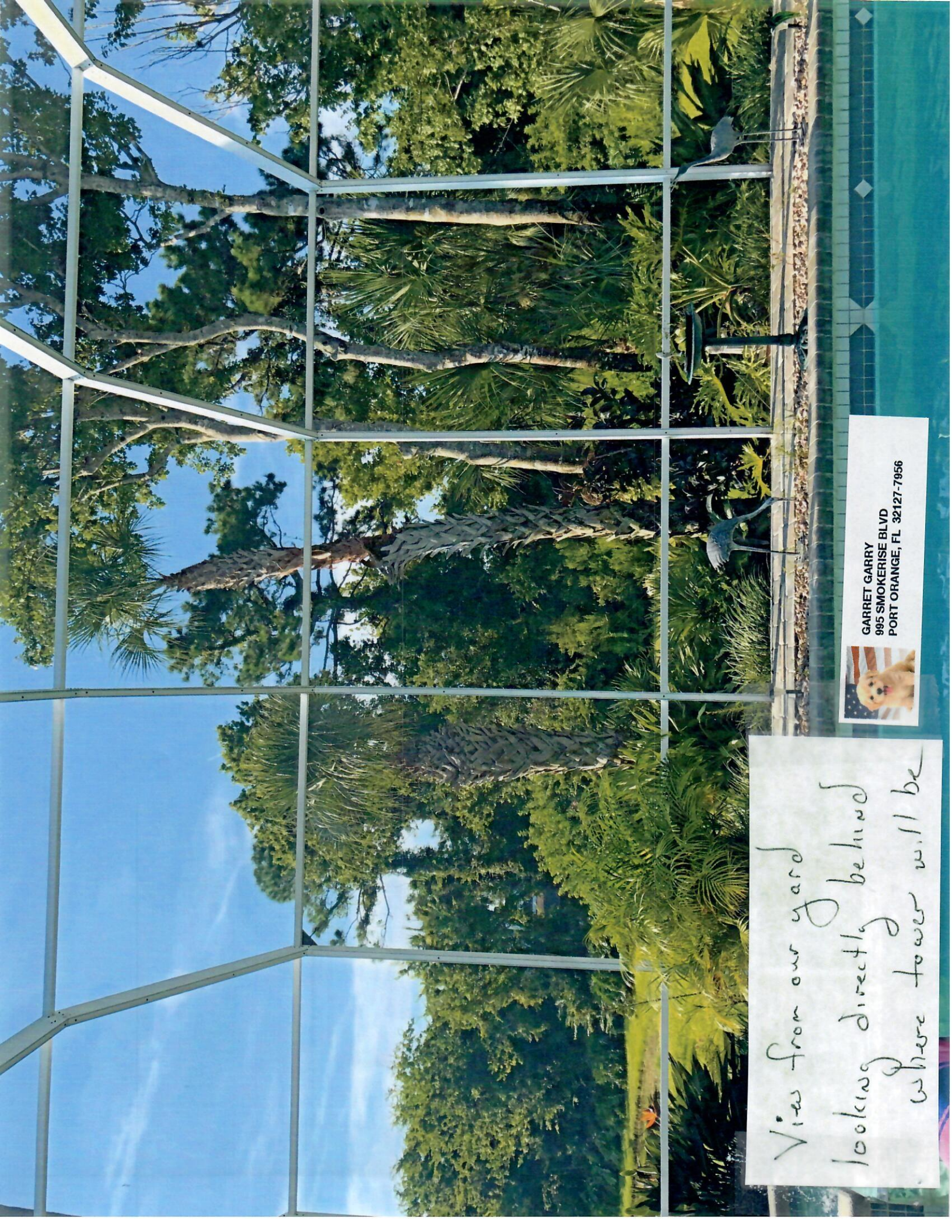
GARRET GARRY
995 SMOKERISE BLVD
PORT ORANGE, FL 32127-7956



View from our yard looking
forward church lot



GARRET GARRY
995 SMOKERISE BLVD
PORT ORANGE, FL 32127-7956



View from our yard
looking directly behind
where tower will be



GARRET GARRY
995 SMOKERISE BLVD
PORT ORANGE, FL 32127-7956

June 24, 2018

Dear Paul,

As I shall not be in the US at the time of the City hearing for the AT&T Tower proposal, I wonder if you or Tanis represent my feelings to the city council, with regards to the tower. I shall not go into the danger that said tower could represent to the safety of the surrounding residents, the people at the church, the kids across from it etc. However, I shall simply point out, that such towers are usually erected in fields away from residential areas. One of the main reason, is the depreciation of the property value.

I paid top dollar for my two premises, and I DO NOT intend to lose money for AT&T benefit. Nor do I intend to wait on the market for it to sell at rock bottom price. Because, that is exactly what would happen, the TOWER will slow down the sell of all the residential area adjacent to the TOWER. Why is AT&T going to guarantee my sell or for that matter the money lost due to the presence of the TOWER?

Does the City realize, that once the OK has been given, there can be no stopping to the height of the Tower? This is NOT just a today decision, this involves the future of STEEPLECHASE. I, for one will NOT give in that easily, I am too proud of my subdivision. Please. I beg of you all, that during my absence you, my neighbors put up a good fight, to stop such ridiculous nonsense. I regret that I shall not be here. However, I trust in the Council good judgement and in the attorney that you chose, for a favorable outcome.

I would like to add, that these thoughts are also shared by my father-in-law Mr. Mario Boffa at 999 Smokerise Blvd. His English is worst than mine.

With warm regards to you and all

Alfredo Orza

985 Smokerise Blvd, 990 Smokerise Blvd. and 999 Smokerise Blvd.

EXHIBIT H



July 12, 2018

To Whom It May Concern:

My name is Laura Powderly, and I have been a licensed Real Estate Sales Associate in the Port Orange area and surrounding communities for over sixteen years. I am also active in the Daytona Beach Association of Realtors, New Smyrna Beach Association of Realtors and the Residential Real Estate Council.

In my professional opinion, installation of a cell phone tower at 651 Taylor Road in Port Orange, Florida will reduce the property value of 989 Smokerise Boulevard, Port Orange, Florida up to 20 percent, based on a study by the National Institute for Science, Law and Public Policy.¹

Further, installation of a cell phone tower at 651 Taylor Road in Port Orange, Florida will make the surrounding homes less sellable even at a reduced price. The same study found that "94% of respondents reported that cell towers and antennas in a neighborhood or on a building would impact interest in a property and the price they would be willing to pay for it. And 79% said under no circumstances would they ever purchase or rent a property within a few blocks of a cell tower or antennas."

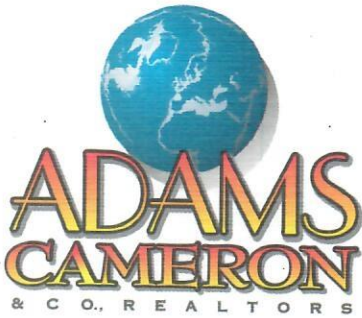
In addition, construction of a cell phone tower could likely create problems for future buyers obtaining a loan. The US Department of Housing and Urban Development (HUD) considers cell towers as "Hazards and Nuisances." HUD requires its certified appraisers to take the presence of nearby cell towers into consideration when determining the value of a single family residential property. Also, HUD prohibits FHA underwriting of mortgages for homes that are within the engineered fall zone of a cell tower.

For the aforementioned reasons, installation of a cell phone tower at 651 Taylor Road is not in the best interest of the current owners, surrounding community or future buyers. As such, installation of the tower should be denied.

Sincerely,

Laura Powderly
RE/MAX Signature
386-453-3057
LauraPowderly@remax.net

¹ *Neighborhood Cell Towers & Antennas—Do They Impact a Property's Desirability?* National Institute for Science, Law and Public Policy, June 2014.



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Bent Palm Condominium
935 Ocean Shore Blvd.
Ormond Beach, FL 32176
Phone: (386) 441-2006

422 S. Woodland Blvd.
DeLand, FL 32720
Phone: (386) 738-1920

**COMMERCIAL-
INVESTMENT
DIVISION:**

600 South Atlantic Ave.
Daytona Beach, FL 32118
Phone: (386) 252-3120

6/8/2015

To Whom it may concern.

My name is Eric Zimmerman a licensed Real Estate Broker and resident in Port Orange area for 14 years. ATT has proposed a 125' cell tower at the western area of the property at 651 Taylor Rd (the Port Orange United Church of Christ). The proposed tower would be over 12 stories tall and visible from many Residential areas. I believe as a real estate professional the construction of the tower would cause a reduction in property values, as well a making current homeowners property less desirable and less salable, even at a reduced price. Research shows that the addition of a cell phone tower can affect the surrounding property values as much as 20%. In my own personal experience may buyers will avoid properties near cell towers due to view and also due to the heath concerns may have with them.

Eric Zimmerman SRES, BROKER ASSOCIATE
License number BK3105735

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Port Orange FL 32127

Cell 386-846-1515

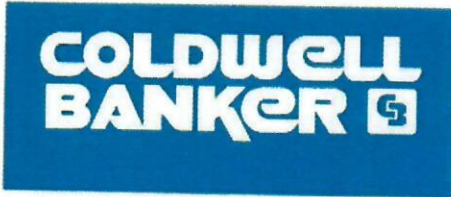
Rebecca Cell 386-871-7949

Fax 386-761-6771

www.RealEstatePortOrange.com



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PREMIER PROPERTIES

July 11, 2018

Via e-mail: Fla32127@aol.com

"Letter of Adverse Impact"

To whom it may concern:

My name is Cindy Lumpkin, and I have been a licensed agent and member of the Daytona Beach Area Association of Realtors since 1995.

I am writing to let you know that I am totally opposed to a cell tower being built in such close proximity to a residential neighborhood, let alone, my neighborhood. When I purchased my home in Countryside (866 Pine Forest Trl W), a Cell Tower was not anything on the radar that would have been something I would be concerned about. I like the quiet, peaceful community I live in., and I want it to stay that way for my family and my neighbors. I want our community to remain as it is.

I personally know that this would cause property values to plummet and average of 20%. I did not sign up for a financial hit like this. I personally also suffer from an auto immune disease and based on research, the cell tower can cause many adverse health concerns. It is not fair or just to all of the families living in our community.

My front yard actually faces the projected site of the said Cell Tower...YUK, not the serene, pristine view I purchased my home for. I did not choose to live in an Industrial Area. The installation would make surrounding homes less sellable even at a reduced price.

I will do whatever I can do to put a halt to this as it will hurt me not only financially, but physically as well.

Respectfully,

A handwritten signature in black ink that reads "Cindy Lumpkin". The signature is written in a cursive, flowing style.

Cindy Lumpkin, SFR, CNAS, CNMS, REALTOR®

Short Sales & Foreclosure Resource (SFR)

Cartus Network Affinity Specialist (CNAS)

Cartus Network Marketing & Referral Specialist (CNMS/CNRS)

Direct Line: (386) 795-3000

Fax Line: (386) 256-4767

Website: www.CindyLumpkin.com

E-Mail: Cindy@CindyLumpkin.com

Coldwell Banker Premier Properties

116 Dunlawton Blvd., Suite 2



Mark Straka
RE/MAX Signature
3340 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

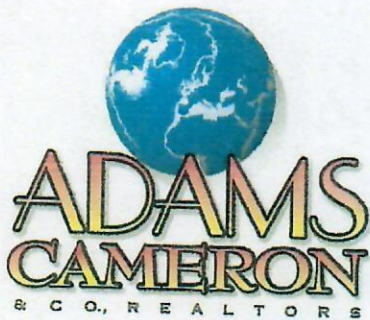
To whom it may concern:

I have been a licensed real estate agent for RE/MAX Signature in Port Orange for over 5 years. In my professional opinion, installation of a tower at 651 Taylor Rd. will reduce property values by at least 20% or more depending how ugly the tower is. Camouflaging it to look like a tree has little to no effect. Furthermore, installation of a cell tower at this location in Port Orange, FL will make surrounding homes less sellable even at a reduced price. Thank you for your time.

Mark Straka

A handwritten signature in black ink, appearing to read 'Mark Straka'.

RE/MAX Signature



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Phone: (386) 673-2333

422 S. Woodland Blvd.
DeLand, FL 32720
Phone: (386) 738-1920

**COMMERCIAL-
INVESTMENT
DIVISION:**

600 South Atlantic Ave.
Daytona Beach, FL 32118
Phone: (386) 252-3120

June 26, 2018

RE: Proposed Cell Tower at 651 Taylor Rd, Port Orange

My name is Fred Jones and I have been a licensed real estate agent in Port Orange, FL for over 8 yrs. and belong to the National Association of REALTORS, the Daytona Beach Area Association of REALTORS as well as the Florida Association of REALTORS.

With regards to the proposed installation of a cell tower at 651 Taylor Rd in Port Orange, FL it is in my opinion that such tower would have a negative impact on the surrounding property values by anywhere from 5-10%.

Furthermore, installation of the proposed cell tower at 651 Taylor Rd in Port Orange, FL in my opinion will make surrounding homes less desirable even at a reduced price.

Fred Jones, REALTOR
Adams Cameron & Co.



THE AREA'S LARGEST REAL ESTATE COMPANY
We Make A World of Difference



June 19, 2018

To whom this may concern,

When I purchased in the neighborhood of Steeple Chase in Countryside there was not any distractions like a cell phone tower. I was also a member of Calvary Christian Center in Ormond Beach when the congregation was in need of income and agreed to have a cell tower installed on the property. This has been an ongoing nightmare for the church and school at Calvary on W. Granada in Ormond Beach. Things are NEVER as they are promised. The church, school and children have suffered from this poor decision. Please take the time to call someone from the church before you make a very costly mistake and install this unsightly cell tower. You may contact Troy McCoy at 386-672-5571 and get more information.

I have had my Real Estate License and am a resident of Steeple Chase in Countryside in Port Orange, Florida for 14 years. I strongly oppose the installation of a cellphone tower at 651 Taylor Road in Port Orange, FL near the Countryside neighborhood. This cell tower will have a negative impact on property values of this pristine neighborhood. Not to mention, if this tower is built, every day I will have to look at it outside my office window. Further, installation of this cell tower at 651 Taylor Road in Port Orange, FL will likely make surrounding homes less sellable even at a reduced price.

I am also concerned with the long term Health and Environmental impacts this cell tower would have on the residents of Countryside. I'm sure you're aware of the countless studies on the Health and Environmental dangers from cell towers.

As a resident of Countryside, I am sure that until these issues are addressed no cell tower will be constructed.

Sincerely,

Karen Rearden
992 Mori Court
Port Orange, Florida 32127

Hughes Pitts and Associates
34336 Mission Valley Dr
Dade City FL 33525

July 11, 2018

To Whom It May Concern,

I have been asked to provide a statement regarding the possible affects of a Cell Tower on the property located to the rear of homes on Smokerise Blvd, Port Orange FL.

As an State Certified Residential Appraiser and Real Estate Appraiser for over 40 years, I have encountered numerous situations where properties back to power lines or Cell Towers.

It has been my professional experience that these properties incur a loss of value due to external obsolescence. This loss can be proven through a paired sales analysis and may vary due to neighborhood, view and proximity to the adverse condition.

Pleased be advised that no formal appraisal has been performed on the properties in this neighborhood, however appraiser is very familiar with the area and has personal knowledge of the view/location. I have spent many days at a friend's home and have personally enjoyed the location on the pond and conservation area.

It is both my professional and personal opinion that the construction of said Cell Tower would not only serve as a negative view factor, but adversely affect the market value. This is a very desirable residential community which has enjoyed strong market appeal in the past. I trust that this market appeal will not be allowed to be diminished due to the irresponsible placement of a Cell Tower on adjacent property.

If you have any further questions regarding this matter, please feel free to contact me at hughespitts@msn.com or 352-523-1066.

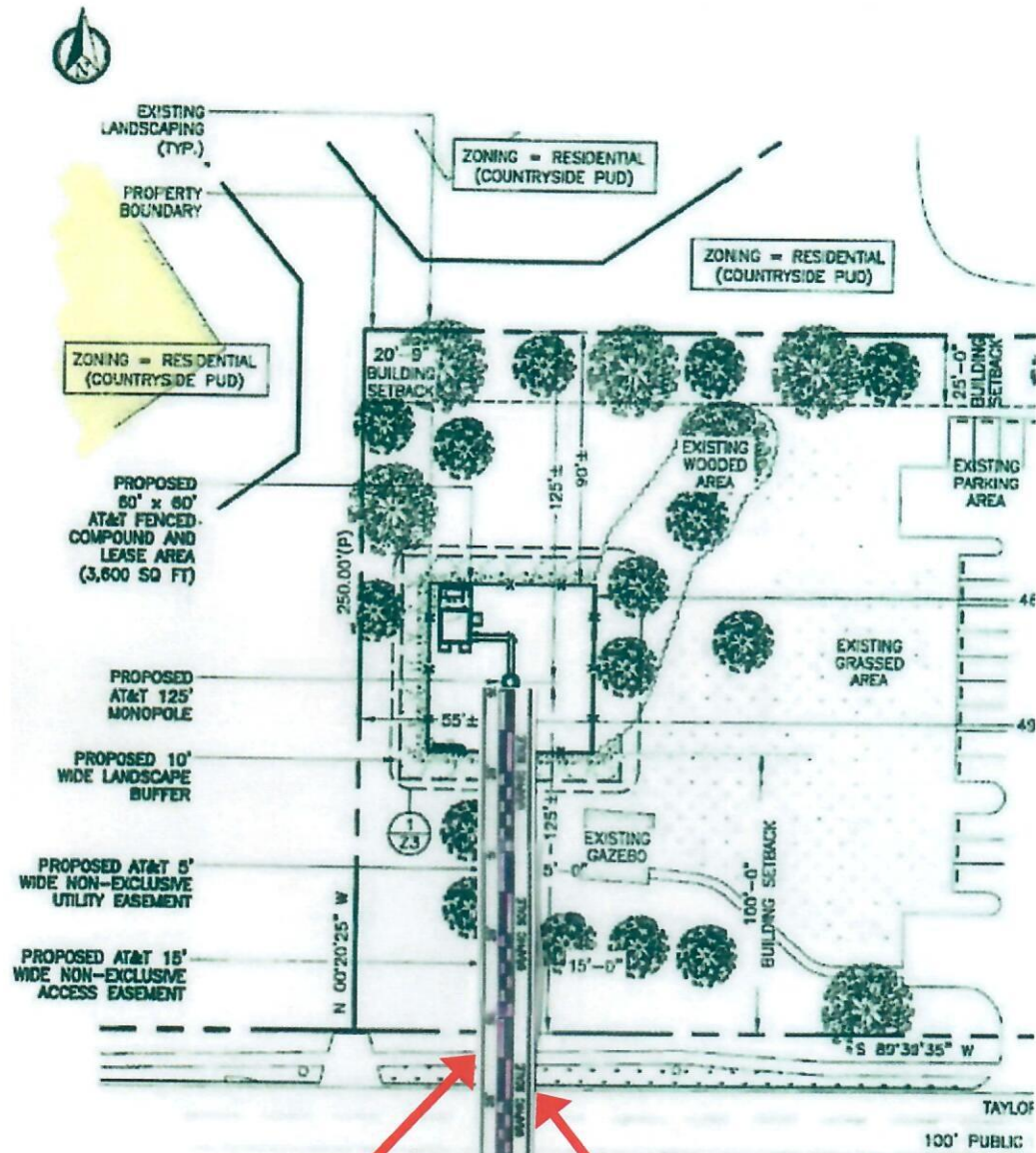
Respectfully submitted,



Melody Hughes Pitts
State Certified Residential Appraiser RD616

EXHIBIT I

Per the site map submitted by AT&T, every 1/8" equals 10 feet.



At 110 feet: Hits students/pedestrians on the sidewalk.

At 125 feet (or a bit less): Falls onto Taylor Road.

At 150 feet: Blocks westbound Taylor Road traffic.

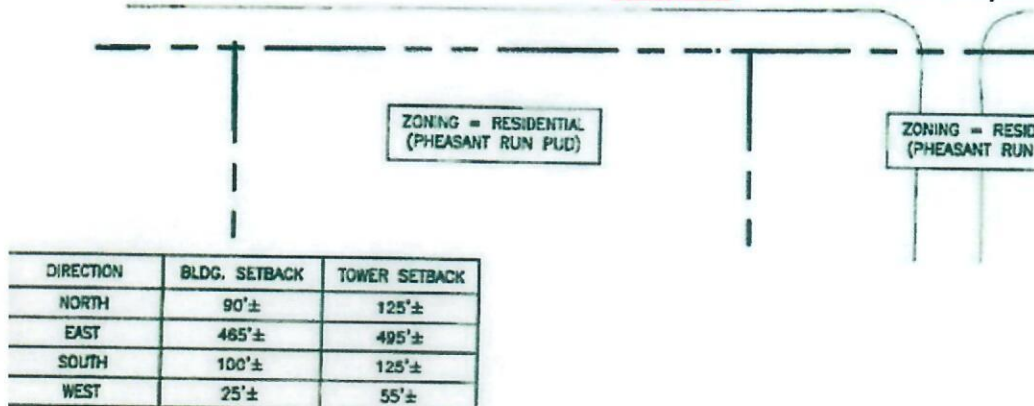
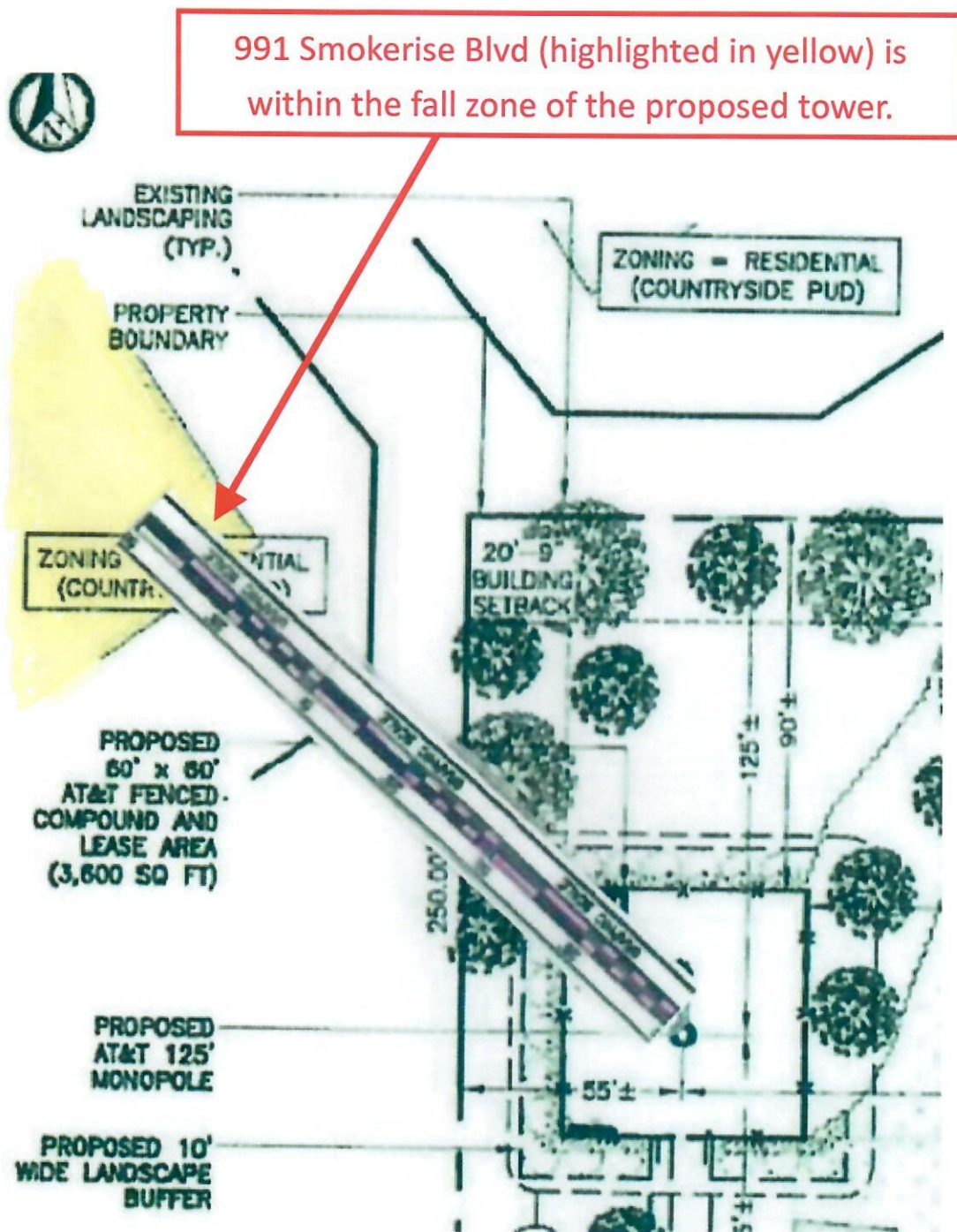


EXHIBIT J



Per AT&T's submitted plans, $5/8'' = 50$ ft., $1\ 1/4'' = 100$ ft., $1\ 9/16'' = 125$ ft., $1\ 7/8'' = 150$ ft.
 Residential property is 135 feet ($1\ 11/16''$) from the tower's base.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: No

SUBJECT: (G20) First Reading - Ordinance No. 2018-21 - LDC Amendment/Chapter 3, 5, 6, 13, 16 and 17 (Case No. 18-25000005)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2018-21, amending Chapter 3, 5, 6, 13, 16 and 17 of the Land Development Code.

SUMMARY: Planning Commission Action (7/2618): Recommended Approval

The proposed amendment includes updates to Chapters 3, 5, 6, 13, 16 and 17 of the Land Development Code (LDC). The proposed amendments are intended to improve the content of the existing Code, as part of this on-going maintenance effort. The proposed amendments include clarifications, procedural and minor changes that are simple clean-up items that make the Code and the development review process more efficient and consistent, or amendments to address problems or issues encountered when applying the Code. The following are the proposed amendments to the LDC. The staff report is attached for more detail.

Summary List of the Proposed Amendments

Chapter 3

- Add text for an inactive development project to be withdrawn from the development review project list when there is no activity.
- Update requirement that computer-aided drafting (CAD) system files submitted to the City as part of the Final Inspection request for a site or subdivision be in State Plane Coordinates NAD83
- Add text that the resubmittal of final as-built drawings for a development project to address comments by staff shall be submitted to the City no later than thirty (30) days after issuance of Certificate of Occupancy and/or final acceptance of improvements.
- Remove the limit restriction for the number of large-scale comprehensive plan amendments submittals the City could submit to the State in a year.

Chapter 5

- Clarify that the developer of a commercial or residential subdivision or site development is required to purchase and install all required street identification and traffic control signs.
- Update the City's requirements for monumentation related to a subdivision plat and comply with the standard State requirements.
- Clarify the submittal quantity and signature requirements for a Subdivision Improvement Agreement and a Site Improvement Agreement. Subdivision Improvement

Agreement and a Site Improvement Agreement The proposed amendment would clarify that one signed copy of the SIA is to be submitted to the City to be signed by the Mayor and attested by the City Clerk and recorded prior to issuance of a Development Order.

Chapter 6

- Modify the signature requirement for an Unity of Title Agreement to be consistent with a Site or Subdivision Improvement Agreement (SIA) The amendment would require the Unity of Title Agreement to be signed by the Mayor and attested by the City Clerk. A Unity of Title Agreement is a standard document between the City and a property owner that binds multiple parcels or lots together for the purpose of meeting site development requirements, allowing the lots or parcels to be treated as a single, unified development site.

Chapter 13

- Make the required size of a replacement shade tree for a single-family and two-family lot consistent throughout the LDC The proposed amendment would require a new or replacement shade tree be at least two and half-inch caliper and ten feet tall.

Chapter 16

- Allow real-estate sales and brokerage offices as a permitted home occupation, subject to all meetings being held off-site; and expand the type of lessons that can be taught at an instructor's home.
- Define a "temporary storage container" and create location and time limitation requirements for placement on a property with residential zoning

Chapter 17

- Remove the individual disclosure notice requirement for lots with a building coverage between 36% and 50% located in the Neighborhood District of the Planned Community-Agriculture (PC-A) zoning district. The building coverage requirement will still be noticed on the recorded subdivision plat and the building coverage notice for the subdivision will also be recorded along with the plat and available during a due diligence review of the public records for a subject property.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-21	Ord. No. 2018-21 .pdf
2.	Ord. No. 2018-21 Exhibit A	Composite Exhibit A - 2018 LDC Amendments.pdf
3.	Staff Report	Final_Staff Report_LDC Amendment_2018 Spring Clean-up (003).pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 07/31/2018
Approved - 08/02/2018
Approved - 08/09/2018
Approved - 08/10/2018
Final Approval - 08/10/2018

ORDINANCE NO. 2018-21

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTERS 3, 5, 6, 13, 16, AND 17
RELATING TO CODE ADMINISTRATION, SUBDIVISION
AND SITE PLAN REGULATIONS, LANDSCAPING AND
BUFFERS, HOME OCCUPATIONS, RESIDENTIAL
OUTDOOR STORAGE AND PC-A INDIVIDUAL ZONING
DISTRICT DISCLOSURE; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the
Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of
the existing Land Development Code ("Code") as part of an ongoing maintenance effort
to make the Code and the development review process more efficient and consistent in
its application.

WHEREAS, for purposes of this ordinance words with underlined (underlined)
type shall constitute additions to the original text and words with strikethrough
(~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends in part
the Land Development Code, City of Port Orange, Florida, Chapter 3 - Administration,
Chapter 5 - Subdivisions, Chapter 6 - Site Development, Chapter 13 - Landscaping and
Buffers, Chapter 16 - Miscellaneous Regulations, and Chapter 17 - Zoning District
Regulations, as attached hereto as **Exhibit "A"**.

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit A

Land Development Code (LDC) Amendments

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA

Chapter 3 - ADMINISTRATION

ARTICLE I: - CODE ADMINISTRATION

[No changes to sections (1) through (2)]

Section 3: - Development plan review process.

[No changes to subsections (a) and (e)]

(f) *Abated application.* An application shall be abated when the applicant fails to resolve pending conditions for the issuance of a development order for six (6) consecutive months from the date of the last official written communication from Community Development to the applicant. The Administrative Official shall issue a Notice of Abated Application to the applicant which shall include reference to the Abandoned application provision, set forth in subsection (g) of this section. Any submittal after the issuance of a Notice of Abated Application shall require applicant to pay a resubmittal fee. Any submittal after the issuance of the Notice of Abated Application shall comply with any amendments to this code or any other applicable federal or state law or regulation subsequent to the last review of the application.

(g) *Abandoned application.* An application shall be considered abandoned when the applicant fails to resolve pending conditions for the issuance of a development order for an additional six (6) consecutive months from the date of the Notice of Abated Application issued by Community Development to the applicant, in accordance with subsection (f) of this section. The Administrative Official shall issue a Notice of Abandoned Application to the applicant. Any submittal after the issuance of the Notice of Abandoned Application shall constitute a new application and shall include the appropriate review fees.

[No changes to section (4)]

Section 6: - Inspections and acceptance.

[No changes to subsections (a) and (b)]

(c) *Request for final inspection.* Final inspection of subdivision or site improvements shall be scheduled no more than five working days after the city's receipt of the following documents, unless a later date is requested by the developer:

- (1) *Certification of completion by the engineer of record and/or landscape architect, as appropriate.* Upon completion of the subdivision or site improvements, the developer's engineer and/or landscape architect, shall submit a signed and sealed certificate stating that the work was constructed under his or her supervision, and has been completed in substantial conformance with the approved development plans in compliance with the requirements of this code.
- (2) *As-built drawings.* Upon approval of the as-built drawings, the developer shall provide an original and the required number of copies of as-built development plans as outlined by the city standard construction detail for paving, drainage, landscaping and utilities, signed and sealed by the engineer of record, landscape architect, and/or surveyor, as appropriate. All

- the as-built construction drawings shall be prepared on an appropriate computer-aided drafting (CAD) system. The developer shall provide one copy of the ~~computer~~CAD files to the city with all external reference files bound to the working file in State Plane Coordinates NAD83, as amended. ~~If the as-built drawings are not available prior to scheduling the final inspection, they shall be submitted prior to scheduling any re-inspection.~~
- (3) *Testing reports.* Copies of all testing reports shall be submitted.

The department shall determine if the submitted documents are complete within two working days of the request for final inspection. Incomplete submittals shall be returned to the engineer of record with the deficiencies explained in writing.

- (d) *Final inspection report.* A final inspection report shall be issued noting any discrepancies for the site construction permit, corrective actions required, and any subdivision or site re-inspection fee required. In addition, the report shall review final documentation required for acceptance of the subdivision or site improvements, and/or issuance of a certificate of occupancy for site development, once any necessary corrections are made.
- (e) *Final as-built drawings.* Final as-built drawings addressing any discrepancies and corrective actions must be provided no later than thirty (30) days after issuance of Certificate of Occupancy and/or final acceptance of improvements, as applicable.

[Renumber subsections (e) through (j) accordingly]

Section 7: - Amendments.

Application to amend the text within this code or the comprehensive plan may be initiated by any person, board or agency. Application to change the future land use under the comprehensive plan or rezone land under this code may be initiated by the landowner(s), department, planning commission, or city council. The requirements of this section are in addition to the requirements of applicable state law and county ordinances.

(a) *Application.* Application for development code or comprehensive plan amendments shall be made on the appropriate forms provided by the department for that purpose, and shall be accompanied by the appropriate review fee.

- (1) Application deadlines for development code amendments and rezonings shall be as specified in the development review and public hearing calendars, which shall be established annually by the city council no later than December 31 of each year.
- (2) Applications for comprehensive plan amendments may be made at any time, ~~but large-scale~~ ~~amendments shall only be considered twice per year.~~ Deadlines shall be as specified in the adopted critical dates calendar.
- (3) Applications for rezonings and future land use plan amendments shall include a legal description of the property, sketch or survey of the property, proof of ownership, and authorization of the owner if represented by an agent or contract purchaser.

[No changes to subsections (b) and (e)]

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 5 - SUBDIVISIONS

No changes to sections (1) through (3)]

Section 4: - Paving and drainage improvements.

The following paving and drainage improvements shall be constructed in all subdivisions, and shall include the complete clearing and grading of all road rights-of-way, unless specifically shown otherwise on the approved plans.

(a) *Roadways and streets.* All subdivisions shall construct a system of roadways and streets to provide access to proposed lots and for the through traffic needs of the project and area. In addition, any unpaved streets which provide access to the subdivision shall be improved as required in this section.

[No Changes to subsections (1) and (2)]

(3) *Construction.* Basic construction requirements for roads are as follows. See standard construction details for detailed specifications.

[No changes to subsections (a) through (e)]

(f) Signs for street identification and traffic control shall be installed by ~~the city~~ the developer, at the developer's expense. Signs shall be based on the requirements of the Federal Highway Administration Manual of Uniform Traffic Control Devices, current edition, and standard city specifications.

[No Changes to subsections (b)]

Section 5: - Utility improvements.

[No changes to subsection (a)]

(b) *Electric.* The developer shall be responsible for installation of electric utility lines, with all lines to be constructed underground unless otherwise permitted in section 8, chapter 11 of this code.

(1) *Street lights and walkway lights.* The developer shall forward approved development plans to the power utility franchisee for street light and walkway light design in compliance with the standard construction details.

(a) Street lights shall be generally provided at all intersections, and at major entry roads into the subdivision as designated by the administrative official. Street lights or walkway lights shall be provided at intervals along each street of between 300 and 400 feet.

(b) The developer shall pay the city a sum established by resolution of the city council for all street lights and walkway lights required to serve the subdivision at buildout and located along public streets.

(c) When street lights or walkway lights are provided by the power utility franchisee for the subdivision, the developer shall arrange for installation and the city shall request energization of street lights and walkway lights at major entry roads into the subdivision and at all intersections before the final plat for the subdivision is recorded. The city will request installation and energization of all other street lights and walkway lights at the

time that 25 percent of the platted lots in the subdivision have been issued certificates of occupancy.

(d) When alternate design for street lights or walkway lights is used, the developer shall arrange for installation and energization of such lights.

(e) Prior to installing any alternate design street lights or walkway lights along public streets, the developer and homeowners' association shall enter into an agreement with the city. The developer or homeowners' association shall pay all costs related to construction and installation of such street lights or walkway lights. In addition, the homeowners' association shall pay all maintenance and operating costs, including repair, replacement and electricity, for such street lights or walkway lights.

(f) Prior to installing any walkway lights along state or county roads, the developer and homeowners' association or adjacent property owner shall enter into an agreement with the city. The developer, homeowners' association or adjacent property owner shall pay all costs related to construction and installation of such walkway lights. In addition, the homeowners' association or adjacent property owner shall pay all maintenance and operating costs, including repair, replacement and electricity, for such walkway lights.

[No changes to subsection (c)]

Section 6: - Plat requirements.

(a) *Survey accuracy.* The allowable angular error of closure and linear error of closure for subdivision surveys shall be in accordance with chapter 61G17-6, Florida Administrative Code, for high risk properties.

(b) *Monumentation.* The developer shall cause a professional land surveyor and mapper to install monuments based on the requirements of F.S. ch. 177, and chapter 61G17-6, Florida Administrative Code. ~~The professional land surveyor and mapper shall establish the elevation in feet above National Vertical Geodetic Datum (N.V.G.D.) for at least two permanent reference monuments in the subdivision, and show such information on the plat.~~

[No changes to subsections (c) and (d)]

Section 7: - Subdivision plat and development plans review.

[No changes to subsection (a)]

(b) *Final document submittal.* The following documents shall be submitted within one week of a planning commission recommendation regarding subdivision plat and plans, in order to be reviewed and approved by the city manager staff prior to being executed by the mayor and attested by the city clerk:

(1) ~~Three copies of an executed~~ Subdivision improvement agreement (SIA) ~~approved by staff.~~

An improvement guarantee shall be required if the plat is recorded prior to the completion of improvements. All agreements and guarantees shall be on forms furnished or currently approved by the city. The guarantee shall be in the amount of 110 percent of an engineer's signed and sealed estimated construction costs or of the sum of the actual construction contracts. The agreement shall provide for a one-year warranty on all required infrastructure public improvements from the time of city acceptance, and shall be submitted prior to acceptance in the amount of ten percent of the actual construction cost.

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 6 - SITE DEVELOPMENT

[No changes to sections (1) through (4)]

Section 5: - Site development plans.

[No changes to subsection (a)]

(b) *Site improvement agreements.* If improvements are to be constructed on public property, or within a public right-of-way or easement, a site improvement agreement (SIA) between the property owner/developer and the city is required to guarantee completion. The agreement shall be approved by staff and on a form furnished or currently approved by the city, ~~and shall be~~ The executed SIA shall be submitted with the site plan resubmittal, in order to be executed by the mayor and attested by the city clerk prior to issuance of a development order. The guarantee, in a form acceptable to the city, shall be in the amount of 110 percent of an engineer's signed and sealed estimated construction costs or of the sum of the actual construction contracts. The agreement shall provide for a one-year warranty on all improvements from the time of city acceptance, to be submitted prior to acceptance, in the amount of ten percent of the actual construction cost.

(c) *Unity-of-title agreement.* A unity-of-title agreement shall be required for developments on properties consisting of multiple parcels or lots, where the improvements required by this code are spread among the multiple parcels or lots and no one parcel or lot can meet the requirements of this code standing on its own. The agreement shall be approved by staff and on a form furnished or currently approved by the city, and shall be executed by the mayor and ~~city manager~~ attested by the city clerk prior to issuance of a development order.

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA

Chapter 13 - LANDSCAPING AND BUFFERS

Section 5.5: - Landscaping for single- and two-family residences.

[No changes to subsection (a)]

(b) Quality, size, species, and location of required trees and shrubs.

(1) *Quality and size.* Shade trees shall be No. 1 Grade or better, shall have a minimum two-inch caliper, and shall be a minimum of ten feet high when planted. Replacement trees for single- and two-family lots subsequent to the issuance of a certificate of occupancy shall be a minimum ~~of one-inch~~ size of two-inch caliper, ~~eight-ten~~ feet high.

(2) *Species.* Approved tree and shrub species are listed in subsection 6(b) of this chapter.

(3) *Location.* At least one-half of the required shade trees and three-quarters of the required shrubs shall be located in the front half of the property, unless the administrative official determines that the required trees and shrubs may be located elsewhere on the property due to the unique shape or characteristics of the lot.

[No changes to subsections (c) through (e)]

Section 6: - Landscape materials.

[No changes to subsection (a)]

(b) Minimum specifications. All landscape material required to satisfy this code shall be Florida No. 1 Grade or better, according to the current Grades and Standards for Nursery Plants, State of Florida Department of Agriculture. In addition, all landscape material shall satisfy the following minimum specifications.

(1) *Shade trees.* Shade tree species shall be a minimum of ~~two-and-one-half-inch~~ caliper and ten feet in height at the time of planting. For purposes of this paragraph, the caliper shall be measured at six inches above the ground for trees up to four inches in diameter at planting and 12 inches above the ground for trees over four inches in diameter at planting. Palms may be used for up to 25 percent of required shade trees when planted in the quantities specified in the chart below. Understory trees may be substituted for up to 25 percent of required shade trees when planted in groups of two or more per required tree. All shade trees shall be staked and guyed at the time of planting in accordance with the details of this section. Below is a list of approved native shade trees and palm tree equivalents.

[No changes to subsections (2) – (8)]

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA

Chapter 16 - MISCELLANEOUS REGULATIONS

Section 1: - Accessory uses and structures.

(e) *Outside storage.* Outside storage of new and used equipment and materials shall be regulated as follows.

(1) *Residential uses.*

(a) Outside storage of materials and equipment shall be restricted to the rear yard area and screened by an opaque fence or hedge so that such materials are not visible from any public right-of-way or adjoining lot.

(b) Materials and equipment such as appliances, unlicensed or inoperable motor vehicles, motor vehicle parts, and equipment and materials used as part of a business conducted off-site shall not be stored outside. This prohibition shall not apply to licensed and operable motor vehicles, boats, recreational vehicles and other such vehicles which are merely being parked on-site. However, such vehicles shall be subject to other provisions of this code, such as those relating to driveways, which may regulate or restrict their location on site.

(c) Unless otherwise stated, temporary storage containers (e.g. PODS) shall be restricted to the driveway for a period not to exceed 72 hours in any continuous 30-day period. However, if said container is placed as permitted and is related to an improvement that has been issued a building permit, said container will be permitted for the duration of the building permit and shall be removed prior to the City's issuance of a Certificate of Occupancy or Completion.

[No changes to subsections (2) through (4)]

Section 2: - Home occupations.

[No changes to subsection (a)]

(b) *Permitted home occupations.*

(1) Office uses: Professional and business office activities that do not involve clients, customers or employees visiting the premises. Examples shall include but not be limited to, administrative offices for off-site commercial or industrial businesses; offices for businesses that provide off-site services to customers, such as bookkeepers or accountants; or professional offices, such as real-estate sales and brokerage, for which meetings or appointments with clients are held off-site.

(2) Off-site sales of customary hobby crafts produced at hobbyist volumes in the home by family members. Such hobby crafts may include, but are not limited to, needlework, woodwork, or visual artwork.

(3) Off-site provision of services to other homeowners that does not involve the use of tools or machinery in size or numbers beyond that customarily found in a residence of that size.

(4) Private instruction of no more than one student per session.

(c) *Prohibited home occupations.*

(1) Motor vehicle and boat repair.

(2) Beauty and barber shops.

(3) Child care center or nursery school (except for those specifically permitted by the State of Florida Department of Health and Rehabilitative Services).

(4) Amplified musical instrument instruction.

~~(5) Dance and nonamplified musical instrument instruction (except private tutoring of no more than one student per session and limited to no more than four sessions per day).~~

~~(56)~~ Photography studio.

(7) Real estate sales and brokerage, for which meetings or appointments with clients are held on-site.

~~(68)~~ Retail sales (except garage sales).

~~(79)~~ Painting of vehicles, trailers or boats.

~~(810)~~ Upholstering.

~~(911)~~ Welding.

~~(1012)~~ Taxidermy.

~~(1113)~~ Tattoo establishment.

~~(1214)~~ Any use not specifically permitted by chapter 16, section 2(b) above.

[No Changes to subsection (d)]

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 17 - ZONING DISTRICT REGULATIONS

[No Changes to sections 1 through 28]

Section 29: - Planned community—Agricultural (PC-A) district.

[No Changes to subsections (a) through (c)]

(d) Neighborhood district

[No Changes to subsections (1) through (11)]

(12) Restriction disclosure notice requirement. The property owner shall disclose the lots eligible for the increased lot coverage restriction on the subdivision plat in the form of a plat note, and in writing to subsequent purchaser(s) of any lot within any subdivision approved for 50 percent lot coverage. The city shall require the property owner to sign, notarize and record a restriction disclosure notice in the Public Records of Volusia County, Florida, instantly after the recording of the plat. ~~The property owner shall obtain the subsequent purchaser's notarized receipt for the notice and record same in the public records prior to transferring any lot in the subdivision. The form of the restriction disclosure notice shall be approved by the city attorney.~~

[No Changes to subsections (e) through (m)]

(n) Community planning incentives.

(3) Building coverage incentives. The maximum building coverage for single-family and duplex lots can be increased up to 50 percent by providing a financial contribution to the City to achieve specific community planning objectives within the PC-A zoning district and by providing storm water management facilities large enough to treat and attenuate the runoff from 50% building coverage when combined with normal & customary homesite and public (or private) right-of-way impervious improvements.

(a) The building coverage increase is applicable in increments of 25 lots. The payment amount is based on each group of 25 lots, regardless of the actual number of lots (one to 25) that take advantage of this provision.

(b) The financial contribution must be paid to the city prior to the first building permit being issued for the lots subject to the increased building coverage.

(c) The building coverage increase provision only applies to vacant residential lots.

(d) The lots eligible for the increased lot coverage restriction shall be placed on the new plat or the replat in the form of a plat note. For purposes of replatting to provide for the increased lot coverage restriction only, the city council hereby delegates its authority for approval of the replat to the administrative official, and said replat shall be executed as required by general law and recorded in the public records. ~~In addition to the plat or replat note, the owner of the platted lots with an increased lot coverage percentage shall, prior to issuance of a building permit, record a separate disclosure document for each legally described lot for which a building permit is requested evidencing that the increased lot coverage restriction is vested for said lot. The seller shall provide to the purchaser said disclosure as a part of the contract for sale and the Purchaser shall~~

~~acknowledge receipt thereon of said disclosure. The disclosure shall be signed by the property owner(s), the purchaser(s) of the single family or duplex home and the city administrative official on the form approved by the city attorney.~~

[No changes to subsection (e)]



STAFF REPORT

CASE NO. 18-25000005

LDC Amendment/Chapter 3, 5, 6, 13, 16 and 17

REQUEST:	To amend the Land Development Code (LDC) Chapter 3, 5, 6, 13, 16 and 17, as part of an effort to update the LDC.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Interim Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (July 26, 2018)
CITY COUNCIL DATE:	August 21, 2018

INTRODUCTION

Staff has been updating the Code in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, fire impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, and others.

SUMMARY OF PROPOSED AMENDMENT

The proposed amendments in this package are intended to improve the content of the existing Code, as part of this on-going maintenance effort. The proposed amendments include clarifications, procedural and minor changes that are simple clean-up items that make the Code and the development review process more efficient and consistent, or amendments to address problems or issues encountered when applying the Code.

Amendments to Chapter 3 – Code Administration

- The proposed amendment would add text for an inactive development project to be withdrawn from the development review project list. Currently, the LDC provides timeframes for development applications to be reviewed, resubmitted, and extensions for resubmittals. Once all of the staff comments have been satisfactorily addressed, a Development Order (DO) can be issued, which allows the developer to move into the construction phase for the project. However, in some cases there have been projects where all comments have been addressed but the issuance of the DO is pending the submittal of an executed document such as an Site Improvement

Agreement (SIA), Subdivision Improvement Agreement (SIA), and Unity of Title Agreement, or payment of a Transportation Fair-Share fee. If these documents or fees are not provided, the project can remain “on hold” for months to years. During the time the project is “on hold”, there could be changes to development requirements, standard construction details, and/or new impacts due to development that has occurred during the period the project was inactive. This was an issue during the recession and staff has noticed this issue occurring with a few recent projects.

The proposed amendment clarifies that a development application shall be deemed “abated” when the applicant fails to resolve pending conditions for the issuance of a development order for six consecutive months, and shall be deemed “abandoned” when the applicant does not resolve pending conditions for the issuance of a development order for an additional six consecutive months from the date of the Notice of Abated Application. The amendment provides for the applicant to receive a notification of the abated application after 6-months without resolving the pending conditions for issuance of a development order. A submittal after issuance of a Notice of Abated Application would pay the required resubmittal fee according to the current fee resolution, and the development plans and associated documents or studies would need to be revised to comply with current LDC or other applicable state regulations. The proposed amendment also states that if the applicant fails to resolve pending conditions for the issuance of a development order for an additional six consecutive months from the date of the Notice of Abated Application, the application would then be deemed abandoned and any subsequent submittal would require a new development application and the appropriate review fee.

- The proposed amendment is to update the current requirement for the computer-aided drafting (CAD) system files that are submitted to the City as part of the Final Inspection request for a site or subdivision. The amendment would require that the as-built CAD files be in State Plane Coordinates NAD83. With the as-built CAD files in the State Plane Coordinates NAD83, it will allow the City’s staff, specifically GIS, to use the as-built CAD files in various mapping applications. The change does not weaken any standards or level of review of as-builts, just update the type of electronic files submitted, so the City can utilize the files with current and future software applications and provide more readily available information to the public.
- The proposed amendment is to add text that the resubmittal of final as-built drawings for a site or subdivision development project to address discrepancies and corrective actions requested by staff shall be submitted to the City no later than thirty (30) days after issuance of Certificate of Occupancy and/or final acceptance of improvements, as applicable. Currently, the Code requires as-built drawings for a development project be provided to the City as part of the Final Inspection process, but there is no process in the LDC for the review or acceptance of the as-built drawings. Currently, staff receives the as-built drawings when a final inspection is

requested for a development project, and City staff will review the as-builts and provide the project engineer with comments to be addressed. All staff comments are to be addressed prior to acceptance of the site work. The proposed amendment would establish the process for as-builts drawings to be reviewed and a provision to allow a Certificate of Occupancy and/or final acceptance of improvements to be issued if there are minor discrepancies and corrective actions needed. The changes would not weaken the standards or level of review for the as-built drawings, just provide standards and timeframes for the review process.

- The proposed amendment would remove the limit restriction for the number of large-scale comprehensive plan amendments submittals the City could process. Prior to 2011, the State of Florida only allowed a City to submit two large-scale comprehensive amendments a year, but this limitation was removed from State law in 2011. The proposed change would not weaken the standards or level of review of a large-scale comprehensive plan, just align the City's standards with the current State submittal requirements for large-scale comprehensive plan amendments.

Amendments to Chapter 5 – Subdivisions (Street Signs and Monumentation)

- The proposed amendment is to clarify that the developer of a commercial or residential development is required to purchase and install all required street identification and traffic control signs for a new subdivision. Currently, the LDC requires the City to install the required street and traffic control signs and then charge the developer. According to Public Works staff, the City stopped making and installing signs for new subdivisions in the 1990's. The proposed amendment would clarify in the LDC that the developer of a subdivision is required to purchase and install all required street identification and traffic control signs as part of a new subdivision.
- The proposed amendment is to reference the requirements of F.S. Chapter 177 and Chapter 61G17-6, Florida Administrative Code, for monumentation purposes related to a subdivision plat. Monumentation is the process of placing markers on a surveyed area of land for the purpose of distinguishing the boundary and elevations identified during the completion of a professionally conducted survey. The proposed amendment would update the City's requirements for monumentation and comply with the standard State requirements for monumentation. The subdivision review process will still require a thorough final plat review by the Staff Development Review Committee (SDRC), Planning Commission, and City Council. The changes would not affect any of the current subdivision design requirements and not weaken the standards or level of review of the plat, just align the City's standards with the State standard requirements.

Amendments to Chapter 5 and 6 - Site and Subdivision Improvement Agreements

- The proposed amendment is to clarify the submittal and signature requirements for a Site or Subdivision Improvement Agreement (SIA). The SIA is an agreement prepared by the City between the City and a property

owner or developer that guarantees completion of public improvements (on-site or off-site) depicted on an approved set of site or subdivision construction plans and requires a one-year warranty on the improvements referenced in the SIA. The SIA is prepared by the City Attorney's office and is given to the developer to sign.

Currently in the LDC, three signed copies of the SIA for a subdivision project are to be submitted to the City after the subdivision item goes before Planning Commission, and the SIA is to be signed by the City Manager and recorded prior to issuance of a Development Order for the subdivision. As for the submittal of an SIA for a site plan project, one signed copy of the SIA is to be submitted to the City and it is to be signed by the Mayor and attested by the City Clerk prior to issuance of a Development Order.

The amendment would make the submittal quantity and signature requirements for a Subdivision Improvement Agreement and a Site Improvement Agreement the same. The proposed amendment would clarify that one signed copy of the SIA is to be submitted to the City to be signed by the Mayor and attested by the City Clerk and recorded prior to issuance of a Development Order. The change would not affect how the SIA is prepared or requirements in the SIA, just provide consistency in who is required to sign the document and the number of copies to be provided to the City by the developer.

Amendment to Chapter 6 – Site Development (Unity of Title Agreements)

- The proposed amendment would modify the signature requirement for an Unity of Title Agreement to be consistent with a Site or Subdivision Improvement Agreement (SIA). A Unity of Title Agreement is a standard document between the City and a property owner that binds multiple parcels or lots together for the purpose of meeting site development requirements, allowing the lots or parcels to be treated as a single, unified development site. Currently, the agreement is prepared by the City Attorney's office and requires the property owner, the Mayor and the City Manager to sign the agreement. The amendment would require the Unity of Title Agreement to be signed by the Mayor and attested by the City Clerk. The changes would not affect how the Unity of Title Agreement is used, just provide consistency to who is required to sign the Unity of Title Agreement.

Amendments to Chapter 13 – Landscaping and Buffers

- The proposed amendment would make the required size of a replacement shade tree for a single-family and two-family lot consistent throughout the LDC and reduce miscommunication between the City and tree removal contactor or property owner regarding the size of a shade tree. A replacement shade tree is required when an existing shade tree is removed from a residential lot that has been issued a Certificate of Occupancy (CO) and does not meet the minimum number of shade trees required by the LDC. As part of the tree removal process, the tree removal contactor or property owner is required to replant replacement tree(s) to meet the minimum shade tree requirement in the LDC.

Currently, there are three size requirements for a shade tree on a single-family and two-family lot. For replacement shade trees, Chapter 9 requires a minimum size of two-inch caliper, ten feet high, and Chapter 13 requires a minimum of one-inch caliper, eight feet high. Also, in Chapter 13, there is a third size requirement for a shade tree being installed on a new residential lot that a Certificate of Occupancy (CO) has not been issued of two and a half-inch caliper, ten feet tall. In researching nurseries in the area, a two and a half-inch caliper is more common in most of ten-foot-tall shade tree species.

The proposed amendment would require a new or replacement shade tree be at least two and half-inch caliper and ten feet tall. The change will not affect the number of shade trees required on a lot, just make the size requirement for a new and replacement shade tree consistent.

Amendments to Chapter 16 – Home Occupations

- The proposed amendment would allow real-estate sales and brokerage offices as a permitted home occupation, subject to all meetings being held off-site; and expand the type of lessons that can be taught at an instructor's home. The current regulations for home occupations allow a resident to work at their home as an accessory use. The intent of the code is to preserve the principal residential use while allowing a greater flexibility for the resident to be employed. In recent years, there have been requests to allow:
 1. Real-estate and brokerage uses as allowable home occupations; and
 2. Expand the type of private lessons that can be taught at a residence to no more than one student per session and to include, but not limited to swimming, education, gymnastic, karate, speech, cooking, etc.

These changes are based on the economy and technological advances that have reduced obstacles in working at home and have led to residents wanting to expand the list of permitted home occupations. The current LDC allows for professional office uses that do not include clients or employees coming to the home, off-site sales of crafts produced at a home, and off-site services for other homeowners (e.g. handyman) but prohibits real-estate and brokerage uses and limits instructional services to just dance and music.

These updates would not affect any of the current restrictions for home occupations in the LDC that minimize impacts associated with home occupations, just update the uses that can be home occupations.

Amendments to Chapter 16 – Residential Outdoor Storage

- The proposed amendment would define a “temporary storage container” and create location and time limitation requirements for placement on a property with residential zoning. According to Code Enforcement staff, complaints regarding temporary storage containers on residential property for extended periods of time have been increasing over the years. However, there are no regulations on the amount of time or location a temporary storage container can be on residential property. The proposed amendment would create requirements for residents utilizing a temporary storage container, and provide requirements for Code Enforcement to cite when a temporary storage container has been located on a residential property for an extended period of time.

The proposed amendment would provide reasonable use of a temporary storage container but ensure surrounding properties are not negatively impacted:

1. A temporary storage container would be allowed on a residential property for a maximum of 30-days in a one-year period;
2. A temporary storage container can be used as part of construction work being done at a residential property during construction, as long as there is an active Building Permit. The temporary storage container is to be removed within 7-days after the last building inspection;
3. A temporary storage container cannot be used to store solid waste, construction debris, recyclable materials, business inventory, commercial goods, or illegal or hazardous materials; and
4. A temporary storage container is to be set back 5 feet from any property line and placed on a driveway or hard surface.

Amendments to Chapter 17 – Planned Community-Agriculture (PC-A) individual zoning district disclosure notice

- The proposed amendment is to remove the individual disclosure notice requirement for lots with a building coverage between 36% and 50% located in the Neighborhood District of the Planned Community-Agriculture (PC-A) zoning district. In 2006, Ordinance 2006-36 was approved to allow a developer to increase the maximum building coverage for a single-family lot from 35% up to 50% if additional subdivision requirements were provided, such as, increased open space, recreational amenities, and entry features. At the request of Council, the 2006 Ordinance included a requirement that an individual disclosure notice be signed by the new lot owner to inform them of the maximum building coverage requirement for their lot. The individual lot disclosure notice is in addition to the standard notices provided through the subdivision plat notes and a separate notice document recorded with the plat.

The proposed amendment would only eliminate the individual lot disclosure notice that is required at the time a Certificate of Occupancy is issued. The building coverage requirement will still be noticed on the recorded subdivision plat and the building coverage notice for the subdivision will also

be recorded along with the plat. Therefore, if the amendment is approved, sufficient recorded notice of the building coverage requirement will remain and be available during a due diligence review of the public records for a subject property. The proposed amendment will alleviate potential title issues for future home owners, eliminate city staff from preparing duplicate documents for recording, and streamline the process for issuing a Certificate of Occupancy for a new home.

RECOMMENDATION

Approval of the amendments to Chapter 3, 5, 6, 13, 16 and 17 of the Land Development Code.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: No

SUBJECT: (H22) Request for Continuance of Resolution No. 18-17 – Partial Drainage Easement Vacation – Lot 86, Foxboro Phase II, 618 Ipswich Lane

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to continue until September 4, 2018.

SUMMARY: This item has been advertised and requires a continuance to September 4, 2018 to permit additional time to finalize the staff report for council's consideration.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick

Created/Initiated - 08/13/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/21/2018

Consent item: No

SUBJECT: (H21) Discussion Item: License Agreement for 3449 Shamrock Drive

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Provide direction

SUMMARY: Staff is requesting feedback from Council on whether the license agreement should be terminated. Some residents in the area recently commented that the license is a benefit only to the applicants and a detriment to residents of Port Orange, specifically those residing in the Halifax Shores neighborhood. At least one resident has threatened legal action against the City if the license is not revoked. The current license agreement does give the City the right to terminate the license agreement to use the property for City purposes. The following options are available:

1. Terminate the license agreement and leave the dock and 4' aluminum fence in place as a public facility. The City may also choose to reimburse the owner of 3449 Shamrock Drive for the cost associated with constructing the dock and 4' aluminum fence. All residents of Port Orange, specifically those residing in the Halifax Shores neighborhood and the owner of 3449 Shamrock Drive, would have the ability to access and use the dock;
2. Terminate the license agreement and require the applicants to remove the dock and 4' aluminum fence and rebuild a 2.5' concrete block wall with a wooden gate as existed in March 2018;
3. Take no action and defend the potential legal challenge brought by neighbor(s).

Background: In September 2017, City Council approved a right-of-way license agreement application for a portion of the Shamrock Drive right-of-way frontage in front of 3449 Shamrock Drive to be used for access and construction of a private dock in an existing canal. The canal is located directly across the Shamrock Drive right-of-way from the applicant's home (3449 Shamrock Drive). The license agreement requires the applicants to maintain the portion of the Shamrock Drive right-of-way which includes the concrete area, landscaping, and sea wall in exchange for the license to enter onto the right-of-way and construct the dock and maintain the barrier along the canal.

In late May 2018, the City became aware of some concerns voiced by residents along Shamrock Drive, Coconut Row, and Venetian Circle regarding the license agreement and construction of a private dock and 4' aluminum rail fence along this portion of the Shamrock Drive right-of-way. According to some of the residents, the public right-of-way area in front of the 3449 Shamrock Drive residence was historically used by residents of the neighborhood, and with the approval of the license agreement, these

residents' customary use of the public property was removed and given to one resident. They have also cited that the dock and 4' aluminum rail fence has prevented the regular use of this area by residents of the neighborhood that typically fished, cast net, and enjoyed the unobstructed view of the Halifax waterway from this portion of the right-of-way.

According to the applicants, when they purchased their home in 1998, a deteriorated dock, a wall along the canal, and landscaping were in the right-of-way across from their home. The dock was removed in the late 1990's by the applicants. The applicants state that they have continued to maintain the palm trees and wall in the right-of-way. Further, the applicants state that they worked with the City in the late 1990's to rebuild the wall along the canal and the existing gate remained for access if the applicants decided to rebuild the dock.

The applicants do not have riparian rights to build a dock in the canal. In a letter dated May 13, 2016, the applicant's attorney, Jim Morris, explained to his clients that Shamrock Drive and the portion of land between Shamrock Drive and the canal bank were dedicated to the public and reserved for public purposes. Although the applicants have been unable to provide conclusive evidence of the ownership of the canal, it's clear that the riparian rights for that portion of canal that abuts the City's right-of-way are held by the City for the benefit of the public and reserved for public purposes. Section 82-2 of the City Code of Ordinances states that "whenever a public street to thoroughfare is laid out or existing in the city abutting or touching a waterway open to public use, the city as trustee for the public has and owns riparian rights at such place where such public street or thoroughfare abuts or touches the waterway. The city shall have the right to regulate the use of the waters adjacent to such place, and to construct docks, public landings, piers or wharves at such places."

In March and April of 2018, the applicants submitted building permits to replace a 2.5' concrete block wall with a 4' aluminum rail fence and to construct a dock along the portion of the Shamrock Drive right-of-way. According to the applicants, the 2.5' concrete wall was replaced with a 4' aluminum rail fence for safety reasons as the concrete wall was deteriorating. The applicants also state that the 4' aluminum rail fence and dock does not prohibit residents of Port Orange, specially the Halifax Shores neighborhood, from using the 3449 Shamrock Drive right-of-way to fish, cast net, and view the Halifax waterway.

At the time of processing the license agreement, the applicants indicated to staff that they have historically maintained the palm trees and 2.5' concrete block wall located in the right-of-way in front of 3449 Shamrock Drive for the neighborhood, and that residents in the area were aware of their request to the City for a license agreement to construct a private dock. However, some residents have indicated the statements made by applicants that there was a deteriorated dock removed in the late 1990's and that they were not able to refute the applicants' statement.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 08/09/2018
Approved - 08/09/2018
Approved - 08/10/2018
Final Approval - 08/10/2018
