

Destin Fire Control District

Agenda

Board of Fire Commissioners
848 Airport Road, Destin, Florida 32541
January 9, 2018, at 5:30 p.m.

This meeting is open to the public

- 1. Meeting called to order by the Chairman**
- 2. Public Comments**
- 3. Election of Officers (Chairperson, Co-Chairperson, Secretary/Treasurer)**
- 4. Appointment of Employee Relations Commissioner**
- 5. Presentation of September 30, 2017 Audit Report**
 - a. Carr, Riggs & Ingram
- 6. Review of minutes:**
 - a. Regular meeting – December 12, 2017
- 7. Review of Financial Report:**
 - a. December 31, 2017
- 8. Old Business:**
 - a. West End of District Station
 - b. Appointee to Firefighters' Retirement Trust Fund
- 9. Chief Reports:**
 - a. Beach Safety Update
 - b. Training Report
 - c. Inspection Report
 - d. Response Change Report
 - e. Overtime Report
- 10. New Business:**
 - a. Request for Proposals to purchase Beach Safety ATVs/UTV/Waverunner
 - b. Participation Agreement with Preferred Governmental Insurance Trust
- 11. Next Meeting:** Regular Meeting: February 13, 2018 at 5:30pm
- 12. Adjournment**

DESTIN FIRE CONTROL DISTRICT
Regular Meeting of the Board of Fire Commissioners
Main Station
848 Airport Road
Destin, Florida 32541

December 12, 2017

Minutes

Commissioners present: Rick Moore, Tommy Green, Jack Wilson, Mike Buckingham, and Bob Wagner

Staff present: Chief Kevin Sasser, Division Chiefs Joe D'Agostino, Matt Taylor and Kathryn Wagner; Marie Wilbur

Present: Attorney Dawn Stuntz

The meeting was called to order by Chairman Moore at 5:30 p.m.

Public Comments:

None

Review of Minutes:

The minutes for the regular meeting of November 14, 2017 were presented. Commissioner Wilson asked for amendment of an error under Chief's Reports on Page 2, Item 4, Line 2, correcting "a **go** job" to "a **good** job". Commissioner Wagner made a motion to approve the minutes for the Regular Meeting of November 14, 2017 as amended. Commissioner Wagner seconded the motion. There was no further discussion. The motion passed unanimously.

Review of Financial Reports:

Division Chief Wagner presented the financial report as of November 30, 2017. She stated payables are high due to the timing of five invoices and expenses for training are over budget due to more firefighters signing up for the Fire Boat Operation class than expected. Discussion occurred regarding the number of fire boat operators actually needed. Division Chief Wagner also pointed out that a change was made to the presentation of the financial report to move non-budgeted transfers to the bottom of the report.

A motion was made by Commissioner Wagner to approve the financial report for the period ended November 30, 2017. Commissioner Green seconded the motion. With no further discussion, the motion was passed unanimously

Old Business:

1. West End of District Station – Commissioner Buckingham stated he met several times with Captain Charlie Nix and the Okaloosa County Sheriff's Department in regard to the use of the old fire station on Stahlman Avenue. He stated the Sheriff's Department was interested in

sharing their space with us. Commissioner Buckingham stated they also discussed building a steel storage building for the Sheriff's Department on the back of the property and stated it was estimated to cost \$10,000 to begin the process of developing plans for the entire project.

Commissioner Buckingham stated he had talks with City of Destin officials who did not think the Calhoun Avenue park property was a good idea, in that the property was purchased with public funds for use as a park. He also discussed a location on the bay for another fire boat lift which could be in addition to the lift currently being used in the harbor.

Discussion occurred regarding the old fire station on Stahlman Avenue.

Commissioner Wagner requested that Commissioner Buckingham and Chief Sasser would go to the City of Destin to get a definite answer from them in regards to the Calhoun Avenue park property.

2. Beach Safety Agreement with County – Chief Sasser reported that he, Chairman Moore and Division Chiefs D'Agostino and Wagner attended a meeting with the new TDC Director, Jennifer Adams. He stated Attorney Stuntz and the TDCs attorney added language to the agreement in regards to capital items and all parties were in agreement.

Commissioner Wagner made a motion to approve the Beach Safety Agreement. Commissioner Buckingham seconded the motion. With no further discussion the motion passed unanimously. The Board thanked Chief Sasser, Division Chiefs D'Agostino and Wagner and Attorney Stuntz for their work.

Chief's Reports:

1. Beach Safety Report – Division Chief D'Agostino reported that all beach vehicles in the replacement cycle were auctioned off and that approximately \$20,000 was collected.
2. Training Report – Chief Sasser presented the Training Report for the month of November which reflected 28 hours of training per shift. To meet ISO requirements of performing drills at recognized training facilities, several hours were in conjunction with two other local departments at Hurlburt Field where they trained in debris field and aircraft fire techniques. He also extended thanks to Firehouse Subs for their donation of not one, but two sets of vehicle extrication over the past couple of years.
3. Inspection Report – Division Chief Taylor presented the Inspection Report for November 2017. Commissioner Moore stated he had heard good things from the public in regards to the new Fire Inspector, John Brinkerhoff.
4. Response Change Report – Chief Sasser presented the Response Change Report for November 2017. Discussion was held regarding the changes the County has made in the EMS system in the last few months. Commissioner Wilson stated we feel this is a major step backwards, it's a major exploitation of the Destin Firefighters, and it's all being done for the wrong reason. Chief Sasser stated he would attend the Medical Director/Chiefs Meeting on

Thursday to address the County's new "Pilot Program" for emergency responses and the concerns he and the department have in regard to its effectiveness.

5. Overtime Report – Chief Sasser presented the Overtime Report for November 2017 reflecting only one hour of duty overtime for the month.

New Business:

1. Appointee to Firefighters' Retirement Trust Fund - Chief Sasser stated that he has been meeting with interested individuals to serve on the Retirement Fund Board and should have names to put before the Board at next month's meeting. The Board appoints one individual and the Retirement Fund Board appoints one individual.
2. Retirement Board Meeting Review – Division Chief Wagner presented the Summary of the Retirement Trust Fund's Actuarial Report as of October 1, 2017. She reviewed funding requirements for the current fiscal year and reviewed the activity for the fiscal year ending September 30, 2017. Division Chief Wagner explained the impact of the State's Supplemental Education program and the effect it has had on the funds received from the State and why this payout may disappear completely in the next year or two. She stated that the District has contributed well in excess of required contributions, noting that in 2008 the fund was 36% funded and currently, in 2017, is 67% funded.
3. Recognition of Firefighter Years of Service – Chief Sasser presented a 20 Years of Service Recognition plaque to Captain Jefferey Anderson and stated this was a new program being instituted and the District will continue recognizing employees moving forward. He stated there are currently four other firefighters on staff who have achieved 20 years of service – Tray Harrison and James Taylor in 2010, Bronson Coleman in 2012 and Mark Hutchinson in 2016. The Commissioners thanked the firefighters for their years of service and dedication.
4. Proposed Meeting Dates for 2018 - Division Chief Wagner presented the list of proposed meeting dates for 2018 and reviewed the scheduling of the budget meetings and hearings. She noted that March 13 was a municipal election day and asked if they wished to change that date, but the Board agreed to leave the list as presented.

Next Meeting:

Chairman Moore reminded the Board that the next regular meeting is scheduled for January 9, 2018 at 5:30 p.m. He wished everyone a Merry Christmas and Happy New Year.

Adjournment:

With no additional business to be discussed, the meeting adjourned at 6:48 p.m.

Destin Fire Control District**Balance Sheet**

As of December 31, 2017

	<u>December 2017</u>
ASSETS	
Current Assets	
Checking/Savings	
Petty cash	\$ 100
Trustmark - checking	987,044
Trustmark - impact fee	1,100,432
FLGIT - Day to Day Fund	8,870
FLGIT - Short Term Bond Fund	3,849,102
Total Checking/Savings	<u>5,945,548</u>
Accounts Receivable	
Accounts Receivable	2,672
Total Accounts Receivable	<u>2,672</u>
Other Current Assets	
Ed supplement receivable	3,450
Total Other Current Assets	<u>3,450</u>
Total Current Assets	<u>5,951,670</u>
Fixed Assets	
Land	278,555
Building	1,328,209
Building Improvements	1,412,763
Equipment - firefighting	330,262
Equipment - other	1,000,980
Equipment - station	346,435
Vehicles	2,683,632
Accumulated depreciation	(4,153,666)
Total Fixed Assets	<u>3,227,170</u>
Other Assets	
Prepaid expenses	167,362
Total Other Assets	<u>167,362</u>
Deferred outflows of resources from Pension Fund	<u>1,767,282</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	<u><u>\$ 11,113,484</u></u>

Destin Fire Control District**Balance Sheet**

As of December 31, 2017

	<u>December 2017</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts payable	\$ 6,045
Other Current Liabilities	
Accrued wages payable	89,120
Prepaid Legal Services	515
Compensated absences-in 1 yr	87,013
Total Other Current Liabilities	<u>176,648</u>
Total Current Liabilities	182,693
Long Term Liabilities	
Compensated absences-more 1 yr	137,511
OPEB Liability	148,971
Retirement Trust Fund	10,297,735
Total Long Term Liabilities	<u>10,584,217</u>
Total Liabilities	<u>10,766,910</u>
Equity	
Nonspendable Fund	
Nonspendable - Investment General Fixed Assets Fund	3,227,170
Nonspendable - Prepaid Insurance Fund	167,362
Total Nonspendable Fund	<u>3,394,532</u>
Restricted Fund	
Restricted - Impact Fee Fund	1,103,209
Total Restricted Fund	<u>1,103,209</u>
Committed Fund	
Committed - Compensation Fund	50,000
Committed - Unemployment Fund	19,873
Total Committed Fund	<u>69,873</u>
Assigned Fund	
Assigned - Asset Fund	3,226,669
Assigned - Jr. Lifeguard Program Fund	2,278
Total Assigned Fund	<u>3,228,947</u>
Unassigned Fund	
Unassigned Fund	2,761,509
Provided for Retirement Trust Fund	(10,297,735)
Net Revenue over Expenditures	86,239
Total Unassigned Fund	<u>(7,449,987)</u>
Total Equity	<u>346,574</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 11,113,484</u></u>

Destin Fire Control District
Revenue over Expenditures vs Budget
for the 2017 - 2018 Fiscal Year

	Through 12/31/2017	Budget	Budget Remaining (Over)	% Remaining (Over)
Revenue				
Advalorem Tax				
Advalorem taxes	\$ 1,459,671	\$ 5,619,167	4,159,496	74.02%
Discounts (3.5%)	(58,822)	(196,671)	(137,849)	70.09%
Uncollected tax (1.5%)	-	(84,288)	(84,288)	100.00%
Advalorem taxes prior years	347	-	(347)	-100.00%
Advalorem tax interest	21	-	(21)	-100.00%
Advalorem prior years penalty	45	-	(45)	-100.00%
Refund to tax payer	(216)	-	216	-100.00%
Tax collector	(28,016)	(112,383)	(84,367)	75.07%
Total Advalorem Tax	<u>1,373,030</u>	<u>5,225,825</u>	<u>3,852,795</u>	<u>73.73%</u>
Fee Revenue				
Credit card convience fees	6	-	(6)	-100.00%
Impact fee	2,971	75,000	72,029	96.04%
Plan review fee	946	14,750	13,804	93.59%
Alarm System Malfunction fees	300	800	500	62.50%
Re-Inspection fees	250	500	250	50.00%
Total Fee Revenue	<u>4,473</u>	<u>91,050</u>	<u>86,577</u>	<u>95.09%</u>
Interest from Investments	314	6,000	5,686	94.77%
Unrealized gain (loss) on investments	(5,967)	25,000	30,967	123.87%
Gain (loss) on sale of assets - BS	20,000	16,000	(4,000)	-25.00%
Gain (loss) on sale of assets	4,175	-	(4,175)	0.00%
Beach Safety Patrol				
BSP - City of Destin	-	100,000	100,000	100.00%
BSP - Okaloosa County	-	779,000	779,000	100.00%
BSP - Junior Lifeguard Program Fees	-	49,355	49,355	100.00%
BSP - Junior Lifeguard Program Late Fees	-	1,400	1,400	100.00%
Total Beach Safety Patrol	<u>-</u>	<u>929,755</u>	<u>929,755</u>	<u>100.00%</u>
Pension Fund Contributions	-	300,000	300,000	100.00%
Miscellaneous revenue	-	-	-	-100.00%
Medical - Training Revenue (CPR)	<u>225</u>	<u>6,795</u>	<u>6,570</u>	<u>96.69%</u>
TOTAL REVENUE	<u>1,396,250</u>	<u>6,600,425</u>	<u>5,204,175</u>	<u>78.85%</u>

Destin Fire Control District
Revenue over Expenditures vs Budget
for the 2017 - 2018 Fiscal Year

	Through 12/31/2017	Budget	Budget Remaining (Over)	% Remaining (Over)
Expenditures				
Personnel Services				
Employee medical				
Drug test	-	700	700	100.00%
Physicals	378	10,000	9,622	96.22%
Shots	-	1,000	1,000	100.00%
Total Employee medical	378	11,700	11,322	96.77%
Insurance				
Elimination recourse	-	200	200	100.00%
Employee	149,599	641,000	491,401	76.66%
Employee AD&D	173	600	427	71.17%
Workers compensation	29,599	116,500	86,901	74.59%
Total Insurance	179,371	758,300	578,929	76.35%
Retirement plan				
District - 175 plan	245,176	2,091,000	1,845,824	88.27%
State Premium Tax Contr.	-	300,000	300,000	100.00%
District - 457 plan	9,288	36,000	26,712	74.20%
Total Retirement plan	254,464	2,427,000	2,172,536	89.52%
Taxes - payroll	43,466	170,000	126,534	74.43%
Wage incentives				
Paramedic	16,154	65,000	48,846	75.15%
Fire Boat Operator	1,938	16,800	14,862	88.46%
Open Water Rescuer	2,261	8,400	6,139	73.08%
Hazardous Materials Technician	3,392	18,000	14,608	81.16%
Total Wage incentives	23,745	108,200	84,455	78.05%
Wages				
Wages	531,906	2,046,000	1,514,094	74.00%
Mandatory overtime	10,987	40,000	29,013	72.53%
Duty overtime	1,599	27,000	25,401	94.08%
Holiday pay	9,099	22,000	12,901	58.64%
Commissioners	3,000	30,000	27,000	90.00%
Sick leave and vacation payout	-	14,000	14,000	100.00%
Total Wages	556,591	2,179,000	1,622,409	74.46%
Total Personnel Services	1,058,015	5,654,200	4,596,185	81.29%

Destin Fire Control District
Revenue over Expenditures vs Budget
for the 2017 - 2018 Fiscal Year

	Through 12/31/2017	Budget	Budget Remaining (Over)	% Remaining (Over)
Operating Expenditures				
Advertising	776	4,500	3,724	82.76%
Bond expense				
Election	-	200	200	100.00%
Employee	140	200	60	30.00%
Total Bond expense:	140	400	260	65.00%
Contracts				
Radio Communications Access Fee	864	3,800	2,936	77.26%
Traffic control-interlocal agmt	-	1,700	1,700	100.00%
Total Contracts	864	5,500	4,636	84.29%
Dues/subscriptions/fees				
County medical director	4,000	4,000	-	0.00%
Dispatch	-	500	500	100.00%
Dues/subscriptions/fees - Other	3,819	10,500	6,681	63.63%
Total Dues/subscriptions/fees	7,819	15,000	7,181	47.87%
Equipment	157	15,000	14,843	98.95%
Equipment - Hoses	-	5,000	5,000	100.00%
Haz-mat	8,867	15,000	6,133	40.89%
Inspections - ladder	-	1,750	1,750	100.00%
Insurance - general liability	18,083	76,000	57,917	76.21%
Lease - copier	491	3,500	3,009	85.97%
Office expense	1,807	8,500	6,693	78.74%
Promotion activities	158	1,500	1,342	89.47%
Professional fees				
Audit	8,000	15,500	7,500	48.39%
Legal	5,411	35,000	29,589	84.54%
Other Professional Services	1,875	7,500	5,625	75.00%
Total Professional fees	15,286	58,000	42,714	73.64%
Property appraiser	18,039	89,500	71,461	79.84%
Repairs and maintenance				
Boat	5,281	6,000	719	11.98%
Building	1,094	18,000	16,906	93.92%
Computers - Hardware/Software/Upg.	4,752	17,500	12,748	72.85%
Equipment	2,896	10,000	7,104	71.04%
Office	4,426	22,500	18,074	80.33%
Vehicle	5,531	60,000	54,469	90.78%
Total Repairs and maintenance	23,980	134,000	110,020	82.10%

Destin Fire Control District
Revenue over Expenditures vs Budget
for the 2017 - 2018 Fiscal Year

	Through 12/31/2017	Budget	Budget Remaining (Over)	% Remaining (Over)
Operating Expenditures (continued)				
Supplies				
Fire prevention	-	5,125	5,125	100.00%
Paramedic equipment	-	5,000	5,000	100.00%
Station	2,898	10,000	7,102	71.02%
Total Supplies	2,898	20,125	17,227	85.60%
Telephone				
Local	1,660	7,500	5,840	77.87%
Cellular	1,083	5,500	4,417	80.31%
Total Telephone	2,743	13,000	10,257	78.90%
Training and per diem	15,370	15,000	(370)	-2.47%
Transfer to Asset Fund Reserve	147,353	589,411	442,058	75.00%
Uniforms - Duty	5,945	19,000	13,055	68.71%
Vehicle				
Fuel - fireboat	209	4,500	4,291	95.36%
Fuel - vehicles	5,070	22,000	16,930	76.95%
Total Vehicle	5,279	26,500	21,221	80.08%
Utilities				
Cable	957	3,900	2,943	75.46%
Electricity	5,343	27,000	21,657	80.21%
Gas	625	3,300	2,675	81.06%
Water	1,014	3,750	2,736	72.96%
Total Utilities	7,939	37,950	30,011	79.08%
Total Operating Expenditures	283,994	1,154,136	870,142	75.39%
Capital Expenditures				
Building	-	848,000	848,000	100.00%
Building - equip./furnishings	-	87,000	87,000	100.00%
Building Improvements	8,292	89,702	81,410	90.76%
Bunker Gear	-	122,500	122,500	100.00%
Computers	11,825	18,880	7,055	37.37%
Equipment - other	12,011	31,500	19,489	61.87%
Equipment - station	-	9,000	9,000	100.00%
Furniture	-	16,500	16,500	100.00%
Vehicles	-	130,000	130,000	100.00%
Total Capital Expenditures	32,128	1,353,082	1,320,954	97.63%

Destin Fire Control District
Revenue over Expenditures vs Budget
for the 2017 - 2018 Fiscal Year

Through 12/31/2017	Budget	Budget Remaining (Over)	% Remaining (Over)
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Other Uses of Funds

Beach Safety Lifeguard Program

Communication Devices	725	7,000	6,275	89.64%
Drug and Background tests	-	8,342	8,342	100.00%
Dues, Fees	4,000	23,200	19,200	82.76%
Equipment - capital	9,200	90,580	81,380	89.84%
Fuel	713	7,500	6,787	90.49%
Insurance - WC/Liability	7,427	53,136	45,709	86.02%
Office expense	2,448	3,000	552	18.40%
Payroll benefits	16,067	64,062	47,995	74.92%
Repairs and maintenance	2,991	21,500	18,509	86.09%
Supplies	927	19,937	19,010	95.35%
Taxes - payroll	3,849	40,653	36,804	90.53%
Training	2,589	2,000	(589)	-29.45%
Unemployment Compensation	-	5,000	5,000	0.00%
Uniforms	7,868	15,680	7,812	49.82%
Utilities	150	2,000	1,850	92.50%
Wages	50,862	531,410	480,548	90.43%
Total Beach Safety Lifeguard Program	109,816	895,000	785,184	87.73%

Beach Safety Junior Lifeguard Program

Advertising and Marketing	773	1,400	627	44.79%
Cell Phone	18	100	82	82.00%
Ceremony and Prizes	-	2,500	2,500	100.00%
Drug and Background Tests	-	650	650	100.00%
Field Trips and Competitions	-	8,500	8,500	100.00%
Hardship	-	550	550	100.00%
Insurance (G/L & Accident Policies)	1,200	6,000	4,800	80.00%
Insurance (Workers Compensation)	-	1,000	1,000	100.00%
Office Expense	-	50	50	100.00%
Payroll Taxes	-	1,405	1,405	100.00%
Rental Fees	350	800	450	56.25%
Repair and Maintenance	-	150	150	100.00%
Scholarships	-	3,000	3,000	100.00%
Supplies	-	1,150	1,150	100.00%
Uniforms	-	6,000	6,000	100.00%
Wages	-	17,500	17,500	100.00%
Total Beach Safety Junior Lifeguard Program	2,341	50,755	48,414	95.39%

Total Beach Safety Program

112,157	945,755	833,598	88.14%
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Destin Fire Control District
Revenue over Expenditures vs Budget
for the 2017 - 2018 Fiscal Year

	Through 12/31/2017	Budget	Budget Remaining (Over)	% Remaining (Over)
Other Uses of Funds (continued)				
CPR Program				
Training Supplies	110	800	690	86.25%
Payroll Taxes	8	-	(8)	0.00%
Wages - CPR Instructor	109	2,500	2,391	95.64%
Total CPR Program	227	3,300	3,073	93.12%
Total Other Uses of Funds	112,384	949,055	836,671	88.16%
Total Expenditures	1,486,521	9,110,473	7,623,952	83.68%
Net Revenue over Expenditures (per budget)	\$ (90,271)	\$ (2,510,048)		
Non-General Fund items:				
Use of Restricted Funds	\$ -	\$ 860,000		
Use of Assigned Funds	\$ 32,128	\$ 418,082		
Use of Unassigned Funds	\$ -	\$ 1,231,966		
	(58,143)	-		
Other Fund or Non-Budget Items:				
Transfer Revenue to Restricted Fund - Impact Fees	(2,971)			
Transfer to Assigned Fund - Asset Fund	147,353			
Depreciation	-			
Depreciation - Beach Safety	-			
Depreciation - Jr. Lifeguard Program	-			
Net Revenue over Expenditures	86,239	-		

William J. Posey Jr.

Cell Phone: (850) 687-7912 **Email:** wposey@cox.net
Address: 1126 Bay Court, Destin, FL 32541

Professional Summary:

Retired career firefighter with an extensive background in fire science, safety and risk management, and leadership with an interest to serve as a trustee for the Destin Fire Control District Retirement Fund.

Work History:

Fire Protection Superintendent

December 1985 – December 2012

- Chief Master Sergeant
- Ensured all structural training, aircraft crash training, hazardous materials training, and specialized rescue training was completed safely and in a timely manner
- Scheduled and organized deployments of personnel
- Provided support system for overall well-being of personnel

Education:

Community College of the Air Force

- Degree in Fire Science Technology

Skills:

Command Fire Functional Manager (2008, 2010, and 2012)

- Hand-picked to backfill at Headquarters Air Force Special Operation Command, Hurlburt Field
- Provided critical oversight to war fighters

Department of Defense Certifications:

- Airport Firefighter
- Driver/Operator ARFF
- Driver/Operator Mobile Water Supply
- Driver/Operator Pumper
- Firefighter I-II
- Fire Inspector I-II
- Fire Instructor I-II
- Fire Officer I-IV
- Hazardous Materials Awareness
- Hazardous Materials Incident Commander
- Hazardous Materials Operations
- Incident Command System 300
- Incident Command System 400
- Public Telecommunicator I/II

Fractile Response Times
Emergency Responses
For the Year 2017

Transports vs. No Transports
For the Year 2017

				Destin Fire			Okaloosa County EMS			Okaloosa County EMS	
				<u>7:59 Level</u>	<u>90% Level</u>	<u>Mean</u>	<u>7:59 Level</u>	<u>90% Level</u>	<u>Mean</u>	<u>Transports</u>	<u>No Transports</u>
January	72%	0:09:05	0:06:12					not available		not available	
February	84%	0:08:27	0:05:39					not available		not available	
March	80%	0:09:22	0:06:06					not available		not available	
April	85%	0:08:57	0:05:56				57%	0:18:54	0:10:39	not available	
May	84%	0:09:20	0:05:52				47%	0:22:51	0:11:40	not available	
June	87%	0:08:51	0:05:24				48%	0:25:36	0:14:13	not available	
July	74%	0:09:42	0:05:47				68%	0:21:40	0:13:28	not available	
August	78%	0:08:55	0:05:49				50%	0:24:55	0:11:54	not available	
September	80%	0:09:37	0:05:34				48%	0:20:50	0:11:58	not available	
October	77%	0:09:01	0:05:32				50%	0:25:44	0:14:25	not available	
November	81%	0:09:30	0:06:31				47%	0:23:26	0:12:36	not available	
December	83%	0:08:54	0:05:38				45%	0:24:56	0:13:27	not available	
Year to Date	80%	0:09:08	0:05:50				51%	0:23:12	0:12:42	not available	

Hot Zones

For the Year 2017

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>	<u>Zone 5</u>	<u>Zone 6</u>	<u>Zone 7</u>	<u>Zone 8</u>	<u>Zone 9</u>	<u>2017</u> <u>Total</u>	<u>2016</u> <u>Total</u>	<u>2015</u> <u>Total</u>	<u>2014</u> <u>Total</u>	<u>2013</u> <u>Total</u>	<u>2012</u> <u>Totals</u>
January	29	13	46	11	26	18	16	20	6	185	181	164	283	226	184
February	39	21	43	17	29	22	12	16	5	204	194	187	192	216	204
March	54	28	50	27	38	24	29	25	6	281	250	216	280	272	253
April	51	27	35	17	41	32	21	18	8	250	210	245	257	236	270
May	62	19	46	23	43	14	21	22	11	261	251	287	333	312	323
June	74	30	67	40	53	28	21	28	8	349	335	330	324	350	326
July	95	36	73	48	60	37	42	46	15	452	421	386	392	405	382
August	58	25	56	18	36	22	22	31	8	276	310	302	325	278	302
September	46	21	49	13	25	25	27	24	8	238	255	230	259	216	254
October	50	23	44	22	35	20	23	26	7	250	220	226	208	234	206
November	23	25	36	17	31	27	15	14	4	192	216	174	184	203	192
December	41	32	33	13	28	18	16	21	4	206	193	219	160	198	195
Year to Date	622	300	578	266	445	287	265	291	90	3144	3036	2966	3197	3146	3091

(A) Zone 1 - Destin Bridge to Benning Drive

(B) Zone 2 - Benning Drive to Main Street

(C) Zone 3 - Main Street to Airport Road

(D) Zone 4 - Holiday Isle, Hwy 98 (#802 - #1050) South side

(E) Zone 5 - Airport Road to Henderson Beach Road

(F) Zone 6 - Henderson Beach Park/Rd to Hwy 293/Hutchinson

(G) Zone 7 - Hwy 293 (N side ECP) to Walton County

(H) Zone 8 - Hutchinson to Walton County (southside ECP)

(Z) Zone 9 - Out of District

Call Breakdown

For the Year 2017

	Station 9 Number	Station 9 Percentage	Station 10 Number	Station 10 Percentage	Total	EMS	Fire	Total EMS	Multi Threat
January	122	66%	63	34%	185	61%	39%	113	not available
February	139	68%	65	32%	204	71%	29%	145	not available
March	181	64%	100	36%	281	76%	24%	213	not available
April	160	64%	90	36%	250	73%	27%	182	not available
May	186	71%	75	29%	261	74%	26%	194	not available
June	243	70%	106	30%	349	68%	32%	239	not available
July	298	66%	154	34%	452	70%	30%	315	not available
August	188	68%	88	32%	276	75%	25%	208	not available
September	153	64%	85	36%	238	70%	30%	167	not available
October	169	68%	81	32%	250	65%	35%	162	not available
November	124	65%	68	35%	192	67%	33%	129	not available
December	148	72%	58	28%	206	76%	24%	157	not available
Year to Date	2111	67%	1033	33%	3144	71%	29%	2,224	not available

**Destin Fire Control District
Call History for 2017**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 Totals	2016 Totals
Unknown Problem	12	24	39	38	28	40	49	35	26	21	19	22	353	221
MVA	18	22	30	31	23	32	43	26	22	33	20	28	328	347
Fall	15	17	19	12	22	16	29	22	17	14	14	18	215	256
Unconscious	3	8	17	14	23	28	20	19	15	16	10	15	188	192
Sick Call	12	8	18	17	12	21	24	18	13	11	14	14	182	166
Breathing problem	8	15	12	10	12	17	17	10	14	10	10	7	142	113
Chest pain	10	10	17	9	10	13	10	11	7	9	7	4	117	137
Trauma	1	4	17	10	7	13	25	16	3	7		3	106	77
Seizures	7	5	5	8	8	13	23	6	7	9	1	8	100	106
Assault/Rape	4	5	8	5	13	7	12	3	8	3	4	3	75	89
CVA/Stroke	4	1	3	4	3	3	10	5	1	3	1	10	48	63
Psychiatric	3	1	5	5	4	6		8	1	5	2	5	45	56
Drowning	1	2		3	2	7	5	4	11	6	1		42	39
Cardiac Arrest	2	2	2	3	4	2	6	6	2	4	4	4	41	34
OD/Poisoning	2	2	6	3	4	3	7	2			3	4	36	37
Hemorrhage	3	3		2	4	3	2	1	7	2	5	2	34	35
Abdominal Pain	2	3	2	2	2	3	3	2	2	1	3	4	29	27
Diabetic Emergency	1	1	2		4		4	6	3	1	4	1	27	29
Allergic Reaction		4	1	2	4	7	3		1	2		3	27	24
Heat/Cold Emergency				1		1	12	4		1			19	16
Back Pain		3	2	1	1	1	2	1	5	2	1		19	14
Choking	3	2	3			1	2	1				2	14	7
Heart Problem		1	1	1	1	2	4	2	1				13	24
Other	1	1	1		2		1			1	4		11	9
Stabbing/GSW		1	1		1		1		1		1		6	5
Headache	1		1				1				1		4	10
Childbirth/Labor			1	1									2	10
Eye Injury										1			1	2
Electrical Shock													0	1
Totals	113	145	213	182	194	239	315	208	167	162	129	157	2224	2146

Destin Fire Control District
FYD Duty Overtime
as of December 31, 2017

Name	3) FYD Balance at 11/30/2017		2) November Activity		3) FYD Balance at 12/31/2017	
	Hrs	Amt Paid	Hrs	Amt Paid/Earned	Hrs	Amt Paid
Anderson, Jeff	-	-			-	-
Baugh, Mark	-	-			-	-
Blixt, Justin	-	-			-	-
Buchanan, TJ	-	-			-	-
Christenson, Brian	12.00	438.00			12.00	438.00
Crozier, Dalton	-	-			-	-
Darden, David	-	-			-	-
Flynn, Robert	12.50	227.10			12.50	227.10
Frank, Richie	-	-			-	-
Harrison, Tray	-	-			-	-
Hartley, Ben	12.00	185.64			12.00	185.64
Kocour, Doug	-	-			-	-
Koenig, Robert	12.00	244.80			12.00	244.80
Landis, Mike	-	-			-	-
MacDonald, Kevin	-	-			-	-
Money, Arnold S.	0.50	14.51			0.50	14.51
Myers, Shaun	12.00	257.16			12.00	257.16
Parker, Eli	9.00	124.92	5.00	107.20	14.00	232.12
Rebholz, Tim	-	-			-	-
Romero, Felix	-	-			-	-
Swartz, Reese	-	-			-	-
Turner, Luke	-	-			-	-
Ward, Trey	-	-			-	-
Watson, Donny	-	-			-	-
Weiland, Brian	-	-			-	-
Winkler, Matt	-	-			-	-
Total Duty Overtime	70.00	\$ 1,492.13	5.00	\$ 107.20	75.00	\$ 1,599.33
Less Previous Year Totals	(188.00)	(5,550.98)	(76.50)	(1,907.79)	(264.50)	\$ (7,458.77)
Increase / (Decrease)		\$ (4,058.85)		\$ (1,800.59)		\$ (5,859.44)

PARTICIPATION AGREEMENT

Application for Membership in the Preferred Governmental Insurance Trust

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

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

(Name of Local Governmental Entity)

Witness Signature

By: _____
Signature

Printed Name

Printed Name

Witness Signature

Title: _____

Printed Name

-----FOR AUTHORIZED PERSONNEL ONLY-----

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

By: _____
Administrator/Trustee

AMENDED INTERLOCAL AGREEMENT CREATING
THE
PREFERRED GOVERNMENTAL INSURANCE TRUST

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

WITNESSETH:

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

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

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

WHEREAS, Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services

and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

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

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

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

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

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

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

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

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

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

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

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

SECTION I

INCORPORATION OF RECITALS

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

SECTION II
DEFINITIONS

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

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

Insurance Trust. The terms "Fund", "Trust" and "Trust Fund" are used interchangeably and synonymously throughout this Agreement.

- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES. "Local Governmental Entity or Entities" shall mean any "public agency" as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER. "Member" shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE. "Non-Compliance" shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.
- 2.9 PARTICIPATION AGREEMENT. "Participation Agreement" shall mean the application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers' Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.
- 2.10 PREMIUM(S). "Premium(s)" shall mean "Contribution(s)".
- 2.11 PREMIUM CONTRIBUTION(S). "Premium Contribution(s)" shall mean Contribution(s).
- 2.12 THIRD-PARTY CLAIMS MANAGER. "Third-Party Claims Manager" shall mean an individual or organization providing claims management services to the Fund.
- 2.13 TRUST. "Trust" shall mean the "Fund".
- 2.14 TRUSTEES. "Trustees" or "Board of Trustees" shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15 TRUST FUND. "Trust Fund" shall mean the "Fund".

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

- 3.1 **ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2 **LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3 **PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
- (a) Pooling Member's resources to fulfill Members' legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers' Compensation Law;
 - (b) To minimize the cost of providing workers' compensation coverage by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;
 - (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
 - (d) To pay or provide for property coverage to participating Members;
 - (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
 - (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
 - (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;

(h) To pay for or provide to participating Members all or a part of such coverages.

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

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

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

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.
- (b) Collecting premiums from Members for the purpose of paying for or providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.
- (c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.
- (d) Paying for or providing all or a part of such coverages.
- (e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.
- (f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.
- (g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in

connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV ADMINISTRATION OF FUND

- 4.1 MEETINGS. The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting. Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly. The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting. For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present.

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

- 4.2 VOTING. All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.
- 4.3 OFFICE OF THE FUND. The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.
- 4.4 EXECUTION OF DOCUMENTS. A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.
- 4.5 APPOINTMENT OF ADMINISTRATOR. The trustees shall designate and provide compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.
- 4.6 COMPENSATION AND REIMBURSEMENT OF TRUSTEES. The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

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

- 5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.
- 5.2 RESIGNATION AND REMOVAL OF A TRUSTEE. A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take effect immediately upon the election of such successor Trustee. Additionally, oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.

- 5.3 ELECTION OF SUCCESSOR TRUSTEES. Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.
- 5.4 TRUSTEE TITLE. In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.
- 5.5 TRUSTEE OFFICERS. The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.
- 5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:
- (a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.
 - (b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.
 - (c) To borrow funds, issue bonds and other certificates of indebtedness, and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.
 - (d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.
 - (e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with

the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.

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

(g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.

(h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.

(i) To invest and reinvest funds that may come into the possession of the Fund.

(j) To assume the assets and liabilities of the Fund.

(k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.

(l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.

(m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

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

sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

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

Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI

POWERS AND DUTIES OF THE ADMINISTRATOR

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

SECTION VII

MEMBERS

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

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

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

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

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

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

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said agreements, or any other agreement, certificate, document, or other instruments,

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

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

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

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

Member to the Board of Trustees. The notice shall state the date such cancellation shall become effective.

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

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

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

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

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

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement,

certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

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

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

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

SECTION VIII

ACCOUNTING

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

SECTION IX

DURATION

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

SECTION X
AMENDMENT

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

SECTION XI
STATUTES, RULES AND REGULATIONS

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

SECTION XII
MISCELLANEOUS PROVISIONS

- 12.1 PROHIBITION AGAINST ASSIGNMENT. No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.
- 12.2 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT. The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY. If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or

unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

12.5 CONSTRUCTION. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neutral gender in all situations where they would so apply. Whenever any words are used in this Agreement in the singular, they shall be construed as though they were also used in the plural form in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.

12.6 FISCAL YEAR. The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

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

**AMENDMENT "A" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING**

THE PREFERRED GOVERNMENTAL INSURANCE TRUST

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

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

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

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

Effective Date: October 1, 2013