

Arthur J. Gallagher Risk Management Services, Inc. - Yulee
City of Lake City
WC2FL1 0122002 25-01

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the quote for:
City of Lake City

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

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 If written request to bind is not received within the described time frame, the quote is no longer valid and the file will be closed.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

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

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

Quote Number: WC2FL1 0122002 25-01 01

Effective Date: 10/01/2025

Quote Expiration Date: 10/01/2025

QUOTE FOR

City of Lake City

501 Riverside Avenue, Suite 1000, Lake City, FL, 32055-3918

Presented by Public Risk Underwriters for:

Arthur J. Gallagher Risk Management Services, Inc. - Yulee

501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202

9/25/2025 2:57:14 PM

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Service is the heart of what we do

#L055432 PO Box 958455 Lake Mary, FL 32795 |
321.832.1450 | pgit.org

FL License



Insuring Florida's Future

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

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

WHY IS THIS IMPORTANT?

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

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

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

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

Service is the heart of what we do

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



DEDICATED LOSS CONTROL CONSULTANTS PROVIDE:

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

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

Cyber Security Resources

- + Breach health check
- + Customizable Incident Response Plan
- + Unlimited Access to Cybersecurity Experts
- + Immediate crisis management & response
- + Digital Forensic, IR Readiness and Data Review services and consultations available

HR Helpline Services

- + Unlimited access to HR and Employment Law experts

ADA Website Compliance Resources

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

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

PREFERRED VIRTUAL TRAINING ACADEMY

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

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

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

60,000+

Completed Training Courses

\$3,500,000+

in TIPS Grants

74%

Risk Management Resource Center Utilization

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Your Member Services & Loss Control Team



Kevin Meehan oversees Trust Services. He is responsible for implementing service initiatives for Preferred members and agents. He develops and improves educational training programs, member service platforms, and member safety incentive programs. He is ultimately responsible for increasing member engagement to improve member loss experience and reduce out of pocket costs.



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



Pam Hancock leads the Loss Control team. She has been in the insurance industry for more than 25 years and has worked primarily with governmental entities during her career. She provides safety training, program/policy development, safety committee oversight, performs claims reviews, trending analysis and inspections. With an emphasis on education and a deep understanding of the claims process, Pam has become a valuable resource to Preferred members. Pam is a Certified ADA Coordinator.



Mike Marinan has a degree in Industrial Safety Engineering and more than 35 years experience in the safety and risk management field. Mike's primary objectives include safety and loss control initiatives, reconciling issues between Preferred members and third party claims administrators, and developing opportunities for the Trust's participants to gather knowledge, skills, and information to effectively govern and manage insurance costs. Mike is a member of ASSE, was appointed by the Governor to the Task Force on Workplace Safety and has provided multiple trainings to state agencies.



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

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Personalized Top-Tier Claims Service



450

Government Entities
Served by PGCS

20

Average Years of Teammate
Industry Experience

12

Average Years of
Teammate Tenure at
PGCS

3

Decades of Claims Service

24/7

Claims Service



PGCS Leadership Team



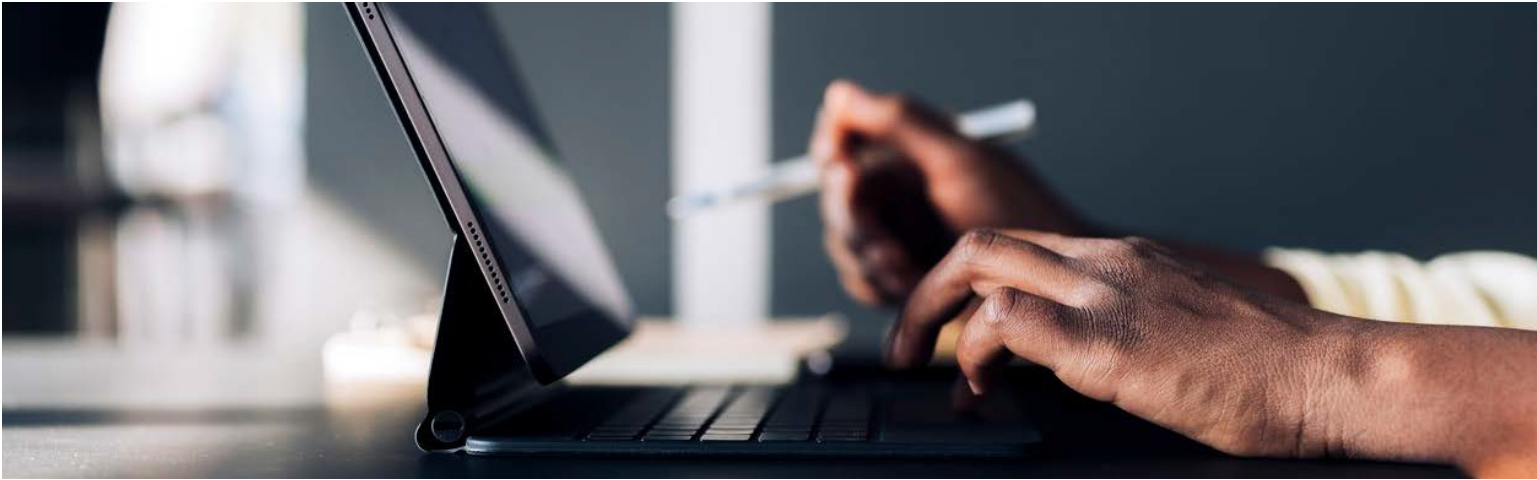
Stacy Hargrove, Vice President of Liability Claims is responsible for the daily operations of the Liability Claims Department at PGCS. Stacy Hargrove has more than 33 years of experience handling all types of liability claims and subrogation matters. She has held various positions within the claims industry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



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

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Innovative Solutions. Accurate Valuations.



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



You receive exclusive access to the AMP platform, which offers an innovative approach for property tracking and valuation management. AMP provides dynamic reporting capabilities and features an intuitive design, which allows your team to get up and running in minutes. Vital property information is maintained in AMP, including a change history for each asset.

Up-to-date property valuations and information are automatically imported into AMP and our experienced team offers personalized training to optimize your use of the system and reporting tools.



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Disaster Preparedness and Response

Preferred Priority is with you every step of the way

Preferred Priority is an enhanced disaster recovery service designed for Preferred members to streamline the disaster recovery process. This customized service starts with preparedness. Our loss control consultants work with members to develop and implement a customized disaster recovery plan that will stand up to the worst of disasters. In advance of a storm, resources like temporary buildings, generators and dry out equipment are deployed to member locations. Members have priority status during a disaster and have access to a 24/7 Emergency Response Center, immediate onsite evaluations of property, complete build and restoration services, FEMA closeout packets and direct payments to vendors. When disaster strikes Preferred Priority is there for you.



Preferred Priority is a member-centric emergency response partnership with BluSky Restoration, ensuring each member receives top-priority service without delays. This partnership is designed to provide immediate access to essential resources and expertise in times of crisis. BluSky Restoration's dedicated team is ready 24/7, including holidays and weekends, to deliver rapid and effective mitigation and property restoration services. Our agreement guarantees that every member benefits from a seamless, efficient response, helping them quickly return to normal operations with minimal disruption.



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

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

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Liability Defense Panel



ROPER, TOWNSEND, SUTPHEN

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

BRIONEZ & BRIONEZ, P.A.

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

CARR ALLISON

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

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

KELLEY KRONENBERG

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

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

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

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

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

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

RUMBERGER, KIRK & CALDWELL P.A.

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

LLOPIZ WIZEL

1451 W Cypress Creek
Rd Suite 300
Fort Lauderdale, FL 33309
(754) 312-7389
www.l-wfirm.com

UNICE, SALZMAN & JENSEN, P.A.

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

WARNER LAW FIRM, P.A.

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

WALTON, LANTAFF, SCHROEDER & CARSON LLP

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

WEISS, SEROTA, HELFMAN, COLE & BIERMAN

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

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Workers' Compensation Defense Panel



BARBAS, NUNEZ, SANDERS, BUTLER & HOVSEPIAN

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

www.barbaslaw.com

ROPER, TOWNSEND, SUTPHEN

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

www.roperpa.com

CHARTWELL LAW OFFICES, LLP

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

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

www.chartwelllaw.com

COLE, STONE & STOUDEMIRE, P.A.

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

HERNANDEZ, HICKS & VALOIS

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

dhernandez@hhdefense.com

KELLEY KRONENBERG

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

www.kellevkronenberg.com

PUBLIC ENTITY LEGAL SOLUTIONS

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ghelm@pelsusa.com

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WALTON, LANTAFF, SCHROEDER & CARSON LLP

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(561) 689-6700

www.waltonlantaff.com

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Coverage Advantages

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

+ **PREFERRED PROPERTY PROGRAM** is a shared limit. The amount of limit purchased is determined annually. In responding to numerous windstorm events for more than 20 years, Preferred's losses have never exceeded the shared limit purchased.



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

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

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Compensation Disclosure

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

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

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

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

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

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

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

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

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

IMPORTANT NOTE

This quote covers two (2) annual twelve month periods, from 10/01/2025 12:01:00 AM to 10/01/2026 12:01:00 AM and from 10/01/2026 12:01:00 AM to 10/01/2027 12:01:00 AM. The following conditions apply in addition to all other conditions of this coverage agreement:

- A. All Aggregate limits reset for the period 10/01/2026 12:01:00 AM to 10/01/2027 12:01:00 AM. Losses applying to the annual period from 10/01/2025 12:01:00 AM to 10/01/2026 12:01:00 AM will erode the Aggregate(s) for the first annual period, but will not erode the Aggregate(s) for the period from 10/01/2026 12:01:00 AM to 10/01/2027 12:01:00 AM.
- B. The premium for the period 10/01/2026 12:01:00 AM to 10/01/2027 12:01:00 AM will be determined based on updated exposure values for this period.
- C. Rates for the period 10/01/2026 12:01:00 AM to 10/01/2027 12:01:00 AM will be identical to those for the period commencing 10/01/2025 12:01:00 AM, with premium subject to the following:
 - 1. Changes to scheduled values for property, inland marine, automobiles, payroll, and number of employees.
 - 2. NCCI Experience modification factors will be applied as promulgated.
- D. In the event of cancellation of any line of business within 90 days after the first day of either annual coverage period, the premium 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.
 - 1. This penalty is earned and payable regardless of when notice of such cancellation is given, or effective date of such cancellation.



Named Covered Party: City of Lake City
Term: 10/01/2025 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC2FL1 0122002 25-01

Workers' Compensation Coverage

Employers' Liability Limits

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Agreement Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

Experience Mod: 1.18

Effective Date: 10/1/2025

Estimated Annual Payroll

<u>Class Code</u>	<u>Description</u>	<u>Payroll</u>	<u>Rate</u>	<u>Premium</u>
5509	Street Or Road Maintenance	\$1,083,719	6.87	\$74,451
7403	Aviation-All Other Employees And Drivers	\$198,732	2.83	\$5,624
7502	Gas Company	\$652,061	1.69	\$11,020
7520	Waterworks Operation and Drivers.	\$1,345,247	1.79	\$24,080
7580	Sewage Disposal Plant Operation and Drivers	\$1,737,606	1.79	\$31,103
7704	Fire Patrol or Protective Corps and Drivers.	\$1,780,791	4.03	\$71,766
7720	Detective or Patrol Agency and Drivers	\$3,200,722	2.83	\$90,580
8380	Air Conditioning Systems—Automobile—Installation, Service or Repair and Drivers	\$147,931	1.72	\$2,544
8810	Clerical Office Employees NOC.	\$3,381,978	0.11	\$3,720
9410	Municipal, Township, County, or State Employee NOC.	\$563,369	2.07	\$11,662
Total		\$14,092,156		\$326,550

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Term: 10/01/2025 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC2FL1 0122002 25-01

Estimated Billing

Manual Premium	\$326,550.00
AR Adjusted Premium	\$431,046.00
Deductible Credit	(\$0.00)
Safety Program	(\$8,621.00)
Drug-Free Workplace	(\$21,121.00)
Subject Premium	\$401,304.00
Experience Modification	\$473,539.00
Schedule Adjustment	\$344,182.00
Premium Discount	(\$33,583.00)
Expense Constant	\$160
Estimated Premium*	\$310,759

*Premium is subject to audit

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Term: 10/01/2025 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC2FL1 0122002 25-01

	First Year	Second Year
Total Premium Due	\$310,759	\$310,759
Commission	0.00%	
Payment Plan	Annual	

QUOTATION TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
2. Quote subject to review and acceptance by Preferred Board of Trustees.
3. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
4. Down payment is due at inception.
5. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
6. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
7. Quote was prepared using payrolls supplied by your agency.
8. Safety and Drug Free program credits (if applicable) are subject to program requirements.
9. Payrolls are subject to final audit.
10. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
11. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.

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ADDITIONAL TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO

- ☐ Receipt of signed Participation agreement within 30 days of effective date of coverage
- ☐ Receipt of signed Preferred Work Comp application within 30 days of effective date of coverage
- ☐ Receipt of signed Drug Free application within 30 days of effective date of coverage
- ☐ Receipt of signed Safety Program application within 30 days of effective date of coverage
- ☐ Receipt of Employee Concentration form prior to binding
- ☐ Meet with Preferred Loss Control within 60 days of effective date of coverage.
- ☐ Commission will remain the same for the two years of this policy
- ☐ 2 Year Coverage Agreement Option:, All lines of coverage (Package & Worker's Compensation) must be accepted in order to bind coverage with Preferred. Worker's Compensation agreement is conditional upon binding Package coverage. This is an ALL or nothing quote.
- ☐

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EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT APPLICATION

Contact Person: _____

Telephone Number: _____

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

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

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

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

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

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

Employer Name: _____

Date: _____

Officer/Owner Signature*: _____

Title: _____

*Application must be signed by an officer or owner.

DRUG-FREE WORKPLACE PREMIUM CREDIT APPLICATION

Testing:

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

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

Notice of Employer's Drug Testing Policy:

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

Education:

- | |
|--|
| <input type="checkbox"/> Resource file on providers |
| <input type="checkbox"/> Employee Assistance Program |
| <input type="checkbox"/> Education |

Name of Medical Review Officer: _____

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

B. Phone Number: _____

C. Address: _____

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

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

Employer Name

Officer/Owner Signature*

Date

Title

*Application must be signed by an officer or owner.

PARTICIPATION AGREEMENT

Application for Membership in the Preferred Governmental Insurance Trust

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Trust for continuing workers' compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental

Insurance Trust, to become effective 12:01 a.m. 10/01/2025 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

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

(Name of Local Governmental Entity)

Witness Signature

By: _____
Signature

Printed Name

Printed Name

Witness Signature

Title: _____

Printed Name

For Internal Use only

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

By: _____
Administrator/Trustee

AMENDED INTERLOCAL AGREEMENT CREATING THE PREFERRED GOVERNMENTAL INSURANCE TRUST

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

WITNESSETH:

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

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

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

WHEREAS, Section 163.01, Florida Statutes, commonly known as the “Florida Interlocal Cooperation Act of 1969”, provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

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

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

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

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

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

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

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

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

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

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

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

SECTION I

INCORPORATION OF RECITALS

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

SECTION II

DEFINITIONS

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

- 2.1 ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.

- 2.2 CLAIMS MANAGEMENT.** “Claims Management” shall mean the process of identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.
- 2.3 CONTRIBUTION(S).** “Contribution(s)” shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms “Contribution(s)”, “Premium(s)” and “Premium Contribution(s)” are used interchangeably and synonymously throughout this Agreement.
- 2.4 COVERAGE TERMS.** “Coverage Terms” or “Coverage Agreements” shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.
- 2.5 FUND.** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.

- 2.9 PARTICIPATION AGREEMENT.** “Participation Agreement” shall mean the application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers’ Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.
- 2.10 PREMIUM(S).** “Premium(s)” shall mean “Contribution(s)”.
- 2.11 PREMIUM CONTRIBUTION(S).** “Premium Contribution(s)” shall mean Contribution(s).
- 2.12 THIRD-PARTY CLAIMS MANAGER.** “Third-Party Claims Manager” shall mean an individual or organization providing claims management services to the Fund.
- 2.13 TRUST.** “Trust” shall mean the “Fund”.
- 2.14 TRUSTEES.** “Trustees” or “Board of Trustees” shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15 TRUST FUND.** “Trust Fund” shall mean the “Fund”.

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

- 3.1 ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2 LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3 PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
- (a) Pooling Member’s resources to fulfill Members’ legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers’ Compensation Law;

- (b) To minimize the cost of providing workers' compensation coverage by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;
- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

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

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

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

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.

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

SECTION IV

ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting.

Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

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

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present. The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

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

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

4.4 EXECUTION OF DOCUMENTS. A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

- 4.5 APPOINTMENT OF ADMINISTRATOR.** The trustees shall designate and provide compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.
- 4.6 COMPENSATION AND REIMBURSEMENT OF TRUSTEES.** The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

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

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

effect immediately upon the election of such successor Trustee. Additionally, oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.

5.3 ELECTION OF SUCCESSOR TRUSTEES. Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.

5.4 TRUSTEE TITLE. In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.

5.5 TRUSTEE OFFICERS. The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

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

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

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

- (c) To borrow funds, issue bonds and other certificates of indebtedness, and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.
- (d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.
- (e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.
- (f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.
- (g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.
- (h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.
- (i) To invest and reinvest funds that may come into the possession of the Fund.
- (j) To assume the assets and liabilities of the Fund.
- (k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.
- (l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.
- (m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may

participate in the Fund unless such prospective member is a public agency of the state. As used herein, the phrase "public agency" includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

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

suffered by the Board of Trustees or an individual Trustee acting hereunder in good faith and in accordance with the opinion of such counsel.

- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI

POWERS AND DUTIES OF THE ADMINISTRATOR

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

SECTION VII

MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty

(30) days prior to the effective date of such cancellation, suspension or expulsion, and no liability under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

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

Said contributions may be reduced by any discount, participation credit, or other contribution reduction program established by the Board of Trustees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION VIII

ACCOUNTING

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

SECTION IX

DURATION

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

SECTION X
AMENDMENT

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

SECTION XI
STATUTES, RULES AND REGULATIONS

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

SECTION XII
MISCELLANEOUS PROVISIONS

- 12.1 PROHIBITION AGAINST ASSIGNMENT.** No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.
- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as thought 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 from 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

**AMENDMENT “B” 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 Amended 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, due to legislative changes to Florida Statutes over time, it is necessary to amend certain provisions of the Amended Interlocal Agreement to be fully compliant with applicable amended Florida Statutes;

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

1. Sections 3.1 and 3.5 of the Amended Interlocal Agreement, references to Section 768.28(15)(a), are hereby amended and restated to read 768.28(**16**)(a).

2. Section 7.2(u) of the Amended Interlocal Agreement is hereby fully amended and restated as follows:

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 set forth therein as amended from time to time. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

3. Except as expressly modified and amended hereby, the terms and conditions of the Amended Interlocal Agreement are hereby ratified and affirmed and shall remain in full force and effect, and the parties promise to continue to perform all obligations of the Amended Interlocal Agreement.

Effective Date: October 1, 2025