



CITY COUNCIL MEETING

City of Indian Harbour Beach, Florida

Thursday, September 3, 2026, at 7:00 PM

City Hall Council Chamber | 2055 South Patrick Drive

AGENDA

Mayor and City Council

Scott Nickle, Mayor

Adam Dyer, Deputy Mayor

Susan Ruimy, Council Member

David Nutt, Council Member

Neil Yorio, Council Member

Administration

John W. Coffey, ICMA-CM -City Manager

Karl Bohne — City Attorney

Nikki Gold — City Clerk

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION**
- 3. ROLL CALL**
- 4. EXCUSAL OF COUNCIL MEMBERS**
- 5. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA, IF ANY**
- 6. PRESENTATIONS/PROCLAMATIONS/INTRODUCTIONS**
 - a. National Suicide Prevention Month
 - b. Patriot Day Proclamation
- 7. APPROVAL OF MINUTES**
 - a. Regular City Council Meeting: August 25, 2026
- 8. REPORTS**
 - a. City Manager Report
 - b. City Attorney's Report
 - c. Council Comments
 - d. Public Comments (Non-Public Hearing Agenda Item Only)
- 9. UNFINISHED BUSINESS**

10. NEW BUSINESS

- a. **First public hearing on Ordinance No. 2026-11 for the operating millage rate of Fiscal Year 2026-2027 (action item)**
- b. **First public hearing on Ordinance No. 2026-12, adopting the Fiscal Year 2026-2027 Annual Budget (action item)**
- c. **Renewal of liability, property, workers' compensation, public safety life, and executive travel insurance policies for FY27 (action item)**
- d. **Resolution No. 26-07: FY27 Employee pay and classification plan (action item)**
- e. **Truck traffic on Pine Tree Drive and Banana River Drive**

11. PUBLIC FORUM**12. ADJOURN**

ALL PERSONS WISHING TO BE HEARD SHOULD APPEAR IN PERSON AT THESE HEARINGS OR SEND WRITTEN COMMENTS TO THE CITY CLERK. ALL PERSONS AND PARTIES ARE HEREBY ADVISED THAT IF THEY SHOULD DECIDE TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THE PUBLIC MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FSS 286.0105. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), ANYONE WHO NEEDS SPECIAL ACCOMMODATION FOR THIS MEETING SHOULD CONTACT THE CITY CLERK AT 321-773-3181 AT LEAST 48 HOURS IN ADVANCE OF THIS MEETING.

City of Indian Harbour Beach PROCLAMATION

WHEREAS, September is designated as National Suicide Prevention Month, as recognized by the National Association of Mental Illness; and

WHEREAS, many health officials and community leaders locally, state, and nationally, understand that mental illness is a significant issue of concern, particularly among our youth; and

WHEREAS, we realize that addressing mental health issues requires more open and honest discussions about mental health; and

WHEREAS, one major hurdle is removing the stigma attached to mental health treatment and discussion; and

WHEREAS, individuals, businesses, organizations, public officials, and many others recognize the importance of emotional health; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Indian Harbour Beach supports efforts on the Space Coast to provide education and resources for mental health problems, and

BE IT FURTHER RESOLVED, that the City will encourage a positive effort to encourage those with mental health issues to seek the help of a family member, friend, colleague, and/or licensed mental health professional to assist them in times of need.

ADOPTED by the Mayor and City Council Members of the City of Indian Harbour Beach, this 3rd day of September, 2026.

X

Scott Nickle
Mayor

X

Adam Dyer
Deputy Mayor

X

Susan Ruimy
Council Member

X

David Nutt
Council Member

X

Neil Yorio
Council Member

City of Indian Harbour Beach PROCLAMATION

WHEREAS, 25 years ago on September 11, 2001, the United States of America endured unprecedented terrorist attacks, resulting in the tragic loss of nearly 3,000 innocent lives at the World Trade Center in New York City, the Pentagon in Arlington, Virginia, and Shanksville, Pennsylvania; and

WHEREAS, these attacks were not only an assault on the people of the United States but also an attack on the ideals of freedom, liberty, and democracy, affecting individuals from many nations and backgrounds; and

WHEREAS, in the aftermath of these heinous attacks, the men and women of the United States Armed Forces, first responders, and countless civilians selflessly answered the call to defend our nation, support those in need, and ensure such acts of terror would never again be committed against our country; and

WHEREAS, Operation Enduring Freedom in Afghanistan and Operation Iraqi Freedom, as well as other military operations around the world, were initiated in response to the September 11th attacks, leading to the valiant service and extraordinary sacrifice of our service members, many of whom have lost their lives, sustained injuries, or endured profound personal sacrifice in defense of our freedoms; and

WHEREAS, countless civilian federal employees and contractors have contributed tirelessly to these conflicts, working side-by-side with our military, placing themselves in harm's way; and

WHEREAS, of the over 2,000,000 American service members and civilians who served in Afghanistan and Iraq, 6,786 died, over 52,000 were physically wounded, and countless individuals carry hidden wounds from their service; and

WHEREAS, the suicide rate of veterans is double that of the non-veteran population, often stemming from the emotional toils of war; and

WHEREAS, the City of Indian Harbour Beach honors the resilience, unity, and patriotism displayed by the people of this great nation in the wake of 9/11 and recognizes the profound cost of these events, not only in the immediate aftermath but in the decades of conflict that followed; and

WHEREAS, it is fitting and proper to honor the memory of the lives lost on September 11, 2001, as well as the service and sacrifices of all military personnel, first responders, and civilians involved in the wars and military operations that resulted from these attacks;

NOW, THEREFORE, we, Mayor and City Council Members of the City of Indian Harbour Beach, do hereby proclaim
September 11, 2026, as

Patriot Day

as a Day of Remembrance and Patriotism in the City of Indian Harbour Beach, Florida, and encourage all citizens to reflect upon the sacrifices made by so many for the cause of freedom, to honor the memory of those lost on that tragic day, and to express our continued gratitude for the men and women who have served and continue to serve this great nation.

Witness my hand and the seal of the City of Indian Harbour Beach, this 3rd day of September 2026.

X

Scott Nickle
Mayor

X

Adam Dyer
Deputy Mayor

X

Susan Ruimy
Council Member

X

David Nutt
Council Member

X

Neil Yorio
Council Member



CITY COUNCIL MEETING

City of Indian Harbour Beach, Florida

Tuesday, August 25, 2026, at 7:00 PM

City Hall Council Chamber | 2055 South Patrick Drive

MEETING MINUTES

Mayor and City Council

Scott Nickle, Mayor

Adam Dyer, Deputy Mayor

Susan Ruimy, Council Member

David Nutt, Council Member

Neil Yorio, Council Member

Administration

John W. Coffey, ICMA-CM — City Manager

Karl Bohne — City Attorney

Nikki Gold — City Clerk

1. CALL TO ORDER

Mayor Nickle called the meeting order at 7:00 pm.

2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION

3. ROLL CALL

City Clerk Gold called the roll. The Mayor and all City Council Members were present. Also, in attendance was City Manager John W. Coffey. City Attorney Bohne participated by phone.

4. EXCUSAL OF COUNCIL MEMBERS

N/A

5. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA, IF ANY

None.

6. PRESENTATIONS/PROCLAMATIONS/INTRODUCTIONS

a. Hayes' Picture Unveiling

Mayor Nickle read a speech giving a background on Ltc Norman and Marilyn Hayes. Two of their children, Steve and Ed Hayes, spoke about their parents and their love of the City. The Mayor and daughter, Mary Hayes, unveiled the photo of the couple that will remain in the Council Chamber as a memento.

b. Years of Service Recognition

Chris Holley, II, from the Florida League of Cities, presented Mayor Nickle with a Resolution for his 20 years of elected service in the State of Florida.

7. APPROVAL OF MINUTES

- a. Budget Workshop Meeting: August 11, 2026

Minutes approved by acclamation.

- b. Regular City Council Meeting: August 11, 2026

Minutes approved by acclamation.

8. REPORTS

- a. City Manager Report

ACTION ITEM: Property Tax Reform Workshop

Consensus to hold workshop on October 13, 2026, at 6:00 pm.

INFORMATIONAL ITEMS:

- Algonquin Sports Complex update: FPL to begin pulling wires the first week of September, install of parking lot lights, pathway construction, playground installation, and restroom building to begin early September.
- Property, Liability, and Workers Compensation Insurance renewal update: Met with broker to go over FY27 renewal quote, which is 4.83% lower than current costs.
- July Revenue & Expenditure Report.
- Employee/Volunteer Recognition: Fire Department Staff.

- b. City Attorney's Report

City Attorney Bohne asked City Council to consider making some changes to the accessory structure code. The Council reached a consensus to allow staff to proceed with developing a draft ordinance.

- c. Council Comments

Dyer: None

Ruimy: Congrats to the Mayor on his years of service. Attended FLC conference with City Manager Coffey where property tax reform was a huge topic. Attended neighborhood meeting at the Fire Station alongside Council member Nutt.

Yorio: Commended Public Works Director Scaldo and Grounds Supervisor Smith for their continued efforts at Gleason Park and for the more detailed information provided regarding the planting at Algonquin Sports Complex.

Nutt: Congrats to the Mayor on his years of service. Attended the neighborhood meeting at the Fire Department. Complimented Chief Lewis and his staff for all of their hard work.

Mayor: None

d. Public Comments (Non-Public Hearing Agenda Item Only)

None.

9. UNFINISHED BUSINESS

None

10. NEW BUSINESS

a. **FY27 Employee Insurance Renewal Award of Contract (Action Item)**

Health insurance:

Motion by Deputy Mayor Dyer to renew the three Florida Blue plans, paying 100% for employee-only coverage (base plan), 50% of the dependent portion of coverage, and providing a \$250-a-month opt out payment estimated at \$863,811, seconded by Council Member Nutt, carried 5-0.

Dental insurance:

Motion by Deputy Mayor Dyer to renew dental insurance coverage through Delta Dental for their Deluxe 300 PPO and continue to pay 100% for employee-only coverage and 75% of dependent coverage at an estimated cost of \$38,736, seconded by Council Member Ruimy, carried 5-0.

Vision insurance:

Motion made by Deputy Mayor Dyer to renew vision insurance coverage through Delta Vision for their Deluxe plan and continue to pay 100% for employee-only coverage and 50% for dependent coverage at an estimated cost of \$8,347, seconded by Council Member Ruimy, carried 5-0.

Flexible Spending Account (FSA):

Motion by Council Member Ruimy to approve increasing the optional FSA maximum to \$3,400 per the Internal Revenue Service, seconded by Deputy Mayor Dyer, carried 5-0.

Life Insurance:

Motion by Council Member Ruimy to renew basic life and AD&D coverage through New York Life and continue to pay 100% for employee and City Council coverage at an estimated cost of \$31,894, seconded by Deputy Mayor Dyer, carried 5-0.

b. **Request for Qualifications No. 2026-01: Ranking of firms (action item)**

Motion made by Deputy Mayor Dyer confirming the ranking order and authorizing staff to negotiate a contract for design services, starting with the top-ranked firm, HR Green, Inc., seconded by Council Member Nutt, carried 5-0.

c. **Re-appointment of Planning and Zoning Board Members (Action Item)**

Motion by Deputy Mayor Dyer to re-appoint Mr. Fuenmayor and Mr. Green as voting members for three-year terms expiring on September 30, 2029, and Ms. Jimeian as an alternate member for a one-year term expiring on September 30, 2027, seconded by Council Member Nutt, carried 5-0.

d. **Disposal of Fixed Assets (action item)**

Motion by Council Member Ruimy, finding the continued use of the filing cabinets to be uneconomical, inefficient, and serving no useful function, and that the City Council declare the said fixed assets as surplus and authorize their disposal, seconded by Council Member Yorio, carried 5-0.

11. PUBLIC FORUM

None.

12. ADJOURN

Motion made by Council Member Nutt to adjourn the meeting at 7:59 pm, seconded by Deputy Mayor Dyer, carried 5-0.

X _____
Scott Nickle
Mayor

ATTEST:

X _____
Nicole "Nikki" Gold
City Clerk

CITY MANAGER'S REPORT: September 3, 2026

A. ACTION ITEMS

1. N/A

B. INFORMATIONAL ITEMS

2. Employee/Volunteer Recognition

A. Public Works Department Maintenance Specialists Godden and Daye

Public Works Director Scaldo and I received the attached email from a resident thanking Maintenance Specialists Matthew Godden & Richard Daye, who stopped to help her husband as he was walking their two children home from school and a bicycle with a broken chain. She was very impressed with their kindness.

C. Tentative Agenda Items for the Next Regular City Council Meeting

3. The following items are currently planned for the September 15th City Council Meeting: (items requested by a Council Member are indicated in parentheses)
 - A. U.S. Constitution proclamation
 - B. FY27 Millage rate public hearing and 2nd reading
 - C. FY27 Budget public hearing and 2nd reading
 - D. Pool equipment cover replacement award of contract
 - E. 2027 Legislative priorities

D. Upcoming Events

4. Labor Day Holiday
Monday, September 7th
 - Offices closed
 - USA flag display in Gleason Park
5. Patriot Day (9/11 remembrance)
Friday, September 11th
 - USA flag display in Gleason Park
 - 9/11 remembrance service
5:30 p.m., Recreation Center
6. Free Shredding Event
10:00 a.m. - Noon, Saturday, September 12th
Police Department parking lot
7. City Council Meeting
7:00 p.m., Tuesday, September 15th (special date)
Council Chamber

8. Tree Preservation Board Meeting
7:00 p.m., Wednesday, September 16th
Council Chamber
9. POW/MIA Remembrance Day
Saturday, September 19th
USA flag display in Gleason Park
10. National Night Out
4:30. p.m., Wednesday, October 7th
Gleason Park
11. Planning and Zoning Meeting
7:00 p.m., Wednesday, October 7th
Council Chamber
12. Columbus Day
Monday, October 12th
USA flag display in Gleason Park
13. Tax reform City Council workshop
6:00 p.m., Tuesday, October 13th
Council Chamber
14. City Council Meeting
7:00 p.m., Tuesday, October 13th
Council Chamber
15. Tree Preservation Board Meeting
7:00 p.m., Wednesday, October 21st
Council Chamber
16. Trunk or Treat
Friday, October 23rd
Gleason Park
17. City Hall Baffle Box Ribbon-cutting Ceremony
6:30 p.m., Tuesday, October 27th
18. City Council Meeting
7:00 p.m., Tuesday, October 27th
Council Chamber
(Chief Butler will be the Acting City Manager at the meeting)

John Coffey

From: [REDACTED]@gmail.com>
Sent: Tuesday, August 25, 2026 9:45 PM
To: Todd Scaldo; John Coffey
Subject: Thank you to the public works team

Hello,

I wanted to send a big thank you to two members of the Public Works team who stopped to help my husband and our two kids today.

After school, my 7 year old's bike chain broke, and my husband was left walking home with both kids and their bikes. Two of your team members near Algonquin saw them and took the time to stop and help.

I wish we had gotten their names, but I wanted to make sure they knew how much we appreciated their kindness. It truly meant a lot to our family.

This is one of the things that makes living in IHB so wonderful... the people who take the time to help one another.

Please pass along our heartfelt thanks to them!

Thank you,
[REDACTED]



CITY COUNCIL

City of Indian Harbour Beach, Florida

Thursday, September 3, 2026

AGENDA ITEM

First public hearing on Ordinance No. 2026-11 for the operating millage rate of Fiscal Year 2026-2027 (action item)

Cost: N/A

Attachments: Attachment FY27 Millage Rate presentation
FY27 Millage Comparisons - 03Sep26
Ord. 2026-11 FY26 Millage rate 03Sep26

Staff Recommendation:

Consider conducting the first public hearing on the operating millage rate for Fiscal Year 2026-2027 and approving Ordinance No. 2026-11 on first reading.

Readers should note that the City Council shall conduct the public hearing and first reading of Ordinance No. 2026-11, adopting the FY 2026-2027 millage rate, prior to the public hearing and first reading of Ordinance No. 2026-12, which will adopt the FY 2026-2027 Annual Budget.

Background Information:

Two public hearings are required by state law for taxing authorities to adopt a millage rate and budget. The first public hearing (tentative hearing) was advertised on the Notice of Proposed Property Taxes (TRIM Notice) mailed by the Property Appraiser and in the Florida Today newspaper. These notices listed that the first public hearing would be held on Thursday, September 3, 2026.

Two ordinances are on this agenda for first reading regarding the adoption of the proposed FY 2026-2027 budget: one adopting the tentative millage rate for the City's operations, and one adopting the tentative budget.

The proposed operating millage rate, 5.5077, is 0.1458, or 2.72%, above the rolled-back rate (revenue-neutral) of 5.3618 mills. This proposed tentative operating millage rate yields \$247,831 in additional net property tax revenue to fund the following recurring expenses.

- \$162,412 employee increases (wages and payroll taxes)
- \$39,726 increased employee health insurance premiums
- \$142,836 increased Police pension contributions

The proposed tentative millage rate is 0.0022 or 0.04% less than the FY 2025-2026 rate of 5.5099.

The second and final public hearing on these budget-related ordinances will be on Tuesday, September 15, 2026, at 7:00 p.m.

Of note, per State Statutes, the proposed FY27 millage rate of 5.5077 requires a two-thirds vote by the City Council for approval.

Staff recommends the City Council approve on first reading Ordinance No. 2026-11 establishing the millage rate for FY 2026-2027 at 5.5077.

AG



FY 2026-2027 (FY27) PROPOSED MILLAGE RATE (PROPERTY TAX) OVERVIEW

September 03, 2026 – First Public Hearing
September 15, 2026 – Second Public Hearing

8/27/2026

September 03, 2026, City Council Meeting

1

FY27 BUDGET PROCESS RECAP

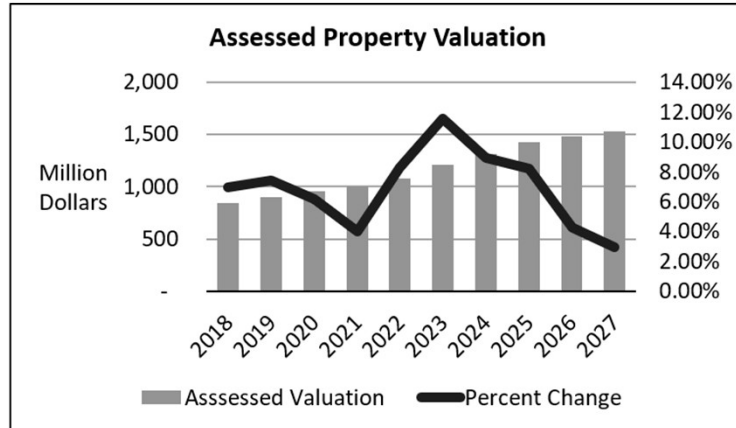
- Jan. 13, 2026: City Council adopts FY27 Budget Preparation Calendar
- Feb. 24, 2026: City Council FY27 Budget Preparation Kickoff Workshop
- April 28, 2026: City Council FY27-31 Five-year Financial Model and
Capital Improvement Plan Workshop
- July 28, 2026: City Council adopts Tentative Millage Rate of 5.5077,
which is included in TRIM Notices mailed to property
owners
- July 30, 2026: City Manager submits FY27 Proposed Budget to the City
Council and was posted on the City's website
- Aug. 11, 2026: City Council FY27 Proposed Budget Workshop

8/27/2026

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FY27 PROPERTY VALUATION

Preliminary property valuation numbers obtained from the Brevard County Property Appraiser's Office indicate a 2.76% increase in existing property valuations coupled with \$2,933,672 in new construction for a total of \$1,526,851,593 in assessed valuation. Combined, FY27 will see a 2.96% increase in valuations



8/27/2026

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FY27 MILLAGE (PROPERTY TAX) RATE

The FY27 General Fund Budget is presented balanced at \$20,150,138 and is \$6,762,042, or 45.55% higher than the FY26 Adopted Budget.

,When the one-time use of fund balance and grant funding (Fire Annex and muck removal projects) in both years are removed, the increase is \$320,868 or 2.62%.

Ad Valorem Taxes

- The millage rate is proposed at 5.5077, which is 0.0022 less than the FY26 rate of 5.5099. (fifth straight year of lower rates)
 - The proposed rate is 0.1459 or 2.72% higher than the FY27 roll-back revenue-neutral rate of 5.3618.
 - A net \$8,113,868 in receipts is projected for FY27 which is \$247,831 or 3.15% higher than the FY26 Budget.

8/27/2026

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FY27 MILLAGE RATE (CONT.)

Use of additional tax receipts

- \$162,412 employee pay increases and payroll taxes
- \$142,836 increase in Police Pension contributions
- \$39,726 increase employee health insurance premiums

8/27/2026

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FY27 MILLAGE RATE (CONT.)

- Millage rate of 5.5077 (Cont.)
 - Homesteaded property owners will only experience a 2.96% increase in their IHB tax bill.
 - A homeowner with a taxable assessment of \$546,364 would pay an additional \$86.48 a year.

8/27/2026

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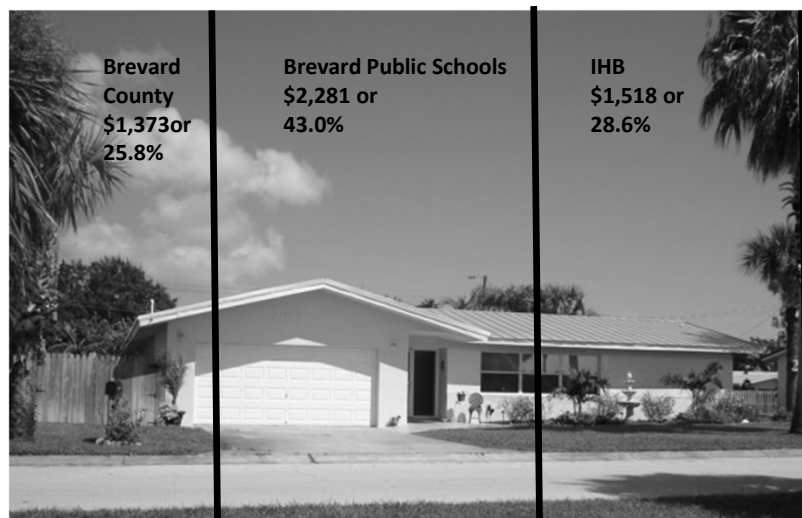
FY27 TAXES ON A MEDIAN VALUE SINGLE-FAMILY HOME IN IHB

- \$516,000 median sale price in July 2026 (Realtor.com)
- Example of taxes on homesteaded property (estimated value of \$633,787) purchased in 2020 for \$410,000
 - \$475,340 Market Value (Property Appraiser's Office)
 - \$308,719 Taxable Value (non-school)
 - \$335,130 Taxable Value (school)
 - \$1,700 IHB Taxes (excl. Stormwater Assess.) (\$47 increase)
 - \$5,132 Total Tax bill (excl. non-ad valorem assess.) (\$207 inc.)

8/27/2026

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FY27 TAXES ON A MEDIAN VALUE SINGLE FAMILY HOME IN IHB



8/27/2026

8

NEXT STEP

- The second public hearing and adoption of the FY27 Millage rate and Budget are to be held on September 15, 2026.

8/27/2026

FY2027 Comparative Proposed City Millage Rates

FY2027 PROPOSED

FY2026 ADOPTED

City	Current	Rollback	Proposed	Population	Ad Valorem Taxes	Emp. Inc.	Population *	Ad Valorem Taxes
Brevard County	4.4909	4.4753	4.7492	667,900	\$ 236,406,228	3.00%	640,773	\$ 197,160,515
Satellite Beach	7.9000	7.6565	7.9000	11,493	\$ 13,345,719	3.00%	11,389	\$ 12,373,849
Cocoa	6.9532	6.8648	6.9532	21,518	\$ 13,603,811	7.00%	20,225	\$ 12,904,672
Melbourne	7.0112	6.8781	6.8781	88,499	\$ 59,935,397	3% - non-union	87,662	\$ 52,224,159
Palm Bay	6.7000	6.6015	6.6015	146,929	\$ 70,479,634	5% - non-union	133,459	\$ 57,843,164
Titusville	6.3000	6.0812	6.2000	51,076	\$ 24,130,545	3.50%	50,462	\$ 22,211,989
Indialantic	6.2388	5.8728	6.1959	3,009	\$ 4,438,083	4.00%	3,005	\$ 3,923,920
Cocoa Beach	6.0000	5.9988	6.1644	11,349	\$ 19,786,729	4.00%	11,356	\$ 18,779,527
Indian Harbour Bch.	5.5099	5.3618	5.5077	8,998	\$ 8,171,003	3.25%	8,984	\$ 7,838,157
Rockledge	5.3500	5.1106	5.2335	30,554	\$ 14,701,955	10.00%	29,134	\$ 14,226,834
Melbourne Beach	4.6000	4.3987	4.6000	3,250	\$ 3,512,717	4.25%	3,248	\$ 2,830,233
Cape Canaveral	3.1429	3.2956	TBD	9,987	TBD	2.00%	10,001	\$ 6,384,249
West Melbourne	1.8151	1.7724	1.7842	32,372	\$ 6,498,700	4.00%	29,739	\$ 5,754,777
Grant - Valkaria	1.3038	1.2587	1.2587	5,859	\$ 1,125,283	5.00%	5,441	\$ 1,073,428

*All FY2027 Proposed municipality populations taken from Office of Economic & Demographic Research: Update June 17, 2026 County and Municipality Estimates

ORDINANCE NO. 2026-11

AN ORDINANCE ADOPTING A MILLAGE RATE FOR THE CITY OF INDIAN HARBOUR BEACH, FLORIDA FOR THE FISCAL YEAR 2026 – 2027; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Indian Harbour Beach, Brevard County, Florida, that:

SECTION 1. There is hereby levied upon all real and tangible property in the City of Indian Harbour Beach, Florida, a general fund millage in the amount of 5.5077 mills, per \$1,000 assessed valued for the year 2026 which is an 2.72% percent increase over the current year rolled-back rate of 5.3618 and is 0.0022 or 0.04% lower than the FY 2025-2026 rate of 5.5099.

SECTION 2. 5.3618 mills represent the current year rolled-back rate.

SECTION 3. This tax is subject to all the limitations, exemptions, regulations and requirements as set forth in the Charter and Ordinances of the City of Indian Harbour Beach, Florida, and the laws of the State of Florida.

SECTION 4. Said budget (Ordinance No. 2026-12) will enable the net receipt of \$8,113,868 to be deposited into the City treasury for the general fund from ad valorem tax on real and tangible property in the City of Indian Harbour Beach, Florida.

SECTION 5. In the event a court of competent jurisdiction shall hold or determine that any part of this ordinance is invalid or unconstitutional, the remainder shall not be affected, and it shall be presumed that the City Council of the City of Indian Harbour Beach did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this ordinance without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

SECTION 6. This ordinance shall become effective immediately upon its adoption after second reading and public hearing.

PASSED AND ADOPTED at a meeting of the City Council of the City of Indian Harbour Beach, Florida, held on 15^h day of September 2026.

X

Scott Nickle
Mayor

ATTEST:

X

Nicole Gold
City Clerk

Prepared by: John W. Coffey, ICMA-CM, City Manager

Public Hearing First Reading:	September 03, 2026
Public Hearing Second Reading:	September 15, 2026



CITY COUNCIL

City of Indian Harbour Beach, Florida

Thursday, September 3, 2026

AGENDA ITEM

First public hearing on Ordinance No. 2026-12, adopting the Fiscal Year 2026-2027 Annual Budget (action item)

Cost: \$21,165,068

Attachments: Attachment FY27 Budget overview presentation
Ord No 2026-12 - FY27 Budget adoption

Staff Recommendation:

Consider conducting the first public hearing on the Annual Operating and Capital Budget for Fiscal Year 2026-2027 and approving Ordinance No. 2026-12 on first reading.

Readers should note that the City Council shall conduct the public hearing and first reading of Ordinance No. 2026-11, adopting the FY 2026-2027 millage rate, prior to the public hearing and first reading of Ordinance No. 2026-12, which will adopt the FY 2026-2027 Annual Budget.

Background Information:

State law requires two public hearings for taxing authorities to adopt a millage rate and budget. The first public hearing (tentative hearing) was advertised on the Notice of Proposed Property Taxes (TRIM Notice) mailed by the Property Appraiser and in the Florida Today newspaper. These notices reflect the first public hearing, which will be held on Thursday, September 03, 2026.

The second and final public hearing on these budget-related ordinances will be on Tuesday, September 15, 2026, at 7:00 p.m.

A summary of the FY 2026-2027 All Funds Budget is provided as follows:

FY27 All Funds

		FY26				
	FY25	Approved	FY26	FY27	FY26-FY27 Budg	
	Actual	Budget	YE Est	Budget	Dollars	Percent
General	12,694,532	13,388,096	14,027,089	20,150,138	6,762,042	50.51
Impound	-	2,196	-	2,196	-	N/A
Police Training	942	450	1,140	850	400	88.89
Stormwater Utility	322,948	413,884	408,671	1,011,884	598,000	144.48
Total Revenues	13,018,422	13,804,626	14,436,900	21,165,068	7,360,442	53.32
Expenditures						
General	11,192,379	13,388,096	15,681,297	20,150,138	6,762,042	50.51
Impound	-	2,196	-	2,196	-	0.00
Police Training	-	450	400	850	400	88.89
Stormwater Utility	339,067	413,884	981,132	1,011,884	598,000	144.48
ARPA	835,149	-	1,493,945	-	-	N/A
Total Expenditures	12,366,595	13,804,626	18,156,774	21,165,068	7,360,442	53.32

Staff recommends that the City Council approve the first reading of Ordinance No. 2026-12, which establishes the annual operating budget for FY 2026-2027 at \$21,165,068.



FY27 (2026-2027) BUDGET OVERVIEW

**SEPTEMBER 03, 2026
CITY COUNCIL MEETING**

8/27/2026

1

BASIS OF FY27 BUDGET

- Continuation of “pay as you go” funding of capital projects thereby preserving the City’s debt-free status
- Property tax millage rate of 5.5077, a decrease of 0.0022 or 0.04%, resulting in \$247,831 net additional tax receipts from increased valuations
- No increase in the Stormwater Utility Assessment fee
- \$6,346,174 in Save Our Indian River Lagoon grant funding for 1st year of the muck removal project
- \$537,500 in State funding for the Fire Station Annex project
- \$812,500 use of reserves for the Fire Station Annex project

8/27/2026

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BASIS OF FY27 BUDGET (CONT.)

- Continuation of inter-agency funding for a full-time School Resource Officer at Ocean Breeze Elementary School
- Continuation of the shared Police Department Victim Advocate position with the City of Satellite Beach
- 6.98% increase in employee health insurance premiums paid by the City
- 4.83% decrease in liability, property, and workers' compensation insurance premiums

8/27/2026

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BASIS OF FY27 BUDGET (CONT.)

Payroll increases due to

- 0.25% cost-of-living adjustment (COLA) for all employees
- 3.00% step or progression increase for all employees which will move them through their respective pay grades
- No new employees (detailed later in slide deck)

8/27/2026

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BASIS OF FY27 BUDGET (CONT.)

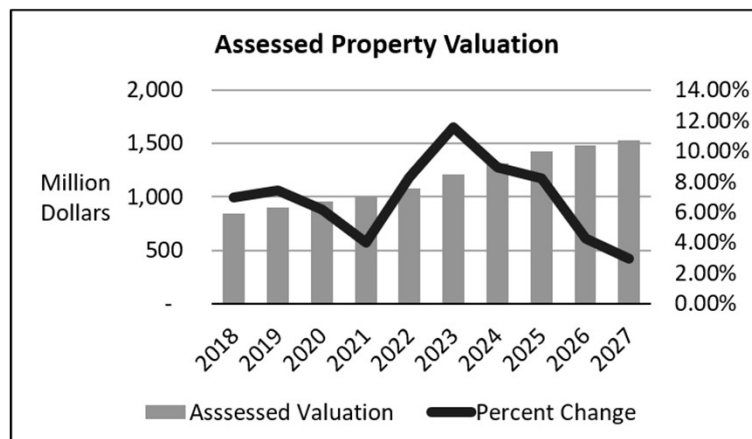
- Florida Retirement System employer contribution rates
 - Regular class from 14.03% to 13.59%
 - Senior Management service class from 33.24% to 32.60%
 - Special Risk class from 35.19% to 37.74%
 - Deferred Retirement Option Plan from 22.02% to 22.12%
- Increased Police Pension contributions from 36.90% to 42.80% (FY27 costs offset by \$75,313 pre-paid contributions)

8/27/2026

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FY27 PROPERTY VALUATION

Preliminary property valuation numbers obtained from the Brevard County Property Appraiser's Office indicate a 2.76% increase in existing property valuations coupled with \$2,933,672 in new construction for a total of \$1,526,851,593 in assessed valuation. Combined, FY27 will see a 2.96% increase in valuations



8/27/2026

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FY27 G.F. REVENUES SUMMARY

The FY27 General Fund Budget is presented balanced at \$20,150,138 and is \$6,762,042 or 45.55% higher than the FY26 Adopted Budget. When the one-time use of fund balance and grants in both years is removed, the increase is \$320,868 or 2.62%.

Ad Valorem Taxes

- The millage rate is proposed at 5.5077, which is 0.0022 less than the FY26 rate of 5.5099. (fifth straight year of lower rates)
 - The proposed rate is 0.1459 or 2.72% higher than the FY27 roll-back revenue-neutral rate of 5.3618.
 - A net \$8,113,868 in receipts is projected for FY27 which is \$247,831 or 3.15% higher than the FY26 Budget.

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REVENUES OVERVIEW

FY27 All Funds

	FY26					
	FY25 Actual	Approved Budget	FY26 YE Est	FY27 Budget	FY26-FY27 Budget	
					Dollars	Percent
General	12,694,532	13,388,096	14,027,089	20,150,138	6,762,042	50.51%
Impound	-	2,196	-	2,196	-	N/A
Police Training	942	450	1,140	850	400	88.89%
Stormwater Utility	322,948	413,884	408,671	1,011,884	598,000	144.48%
Total Revenues	13,018,422	13,804,626	14,436,900	21,165,068	7,360,442	53.32%

8/27/2026

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EXPENDITURES OVERVIEW

FY27 All Funds

	FY25 Actual	FY26 Approved Budget	FY26 YE Est	FY27 Budget	FY26-FY27 Budget	
					Dollars	Percent
General	11,192,379	13,388,096	15,681,297	20,150,138	6,762,042	50.51%
Impound	-	2,196	-	2,196	-	0.00%
Police Training	-	450	400	850	400	88.89%
Stormwater Utility	339,067	413,884	981,132	1,011,884	598,000	144.48%
ARPA	835,149	-	1,493,945	-	-	N/A
Total Expenditures	12,366,595	13,804,626	18,156,774	21,165,068	7,360,442	53.32%

8/27/2026

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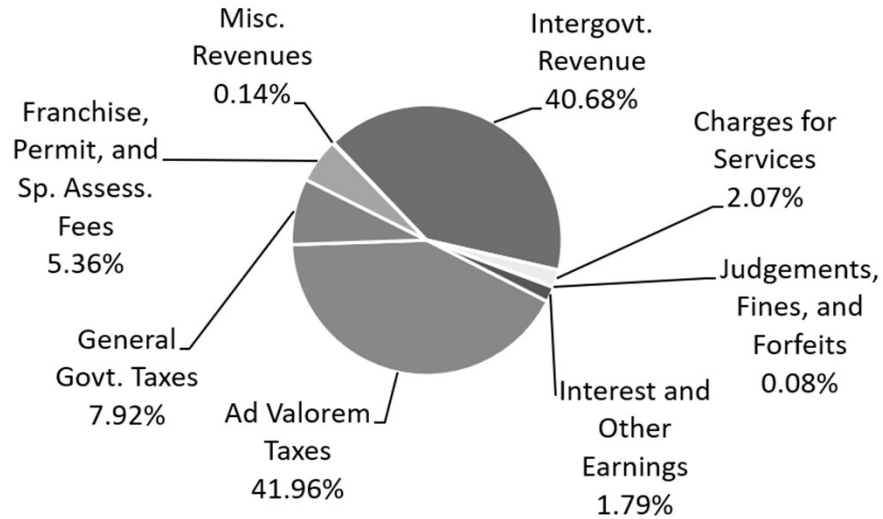
GEN. FUND REVENUES OVERVIEW

	FY25 Actual	FY26 Approved Budget	FY26 YE Est	FY27 Budget	FY26-FY27 Budget	
					Dollars	Percent
Ad Valorem Taxes	7,396,963	7,866,037	7,866,037	8,113,868	247,831	3.15%
General Government Taxes	1,498,539	1,385,497	1,509,292	1,531,827	146,330	10.56%
Franchise, Permit, and Sp. Asses. Fees	1,121,453	981,875	1,058,085	1,035,650	53,775	5.48%
Intergovernmental Revenue	1,785,196	1,129,407	2,764,786	7,867,344	6,737,937	596.59%
Charges for Services	388,870	387,908	374,133	399,377	11,469	2.96%
Judgements, Fines, and Forfeits	17,805	13,700	14,700	14,700	1,000	7.30%
Interest and Other Earnings	429,700	436,000	407,184	347,000	(89,000)	-20.41%
Miscellaneous Revenues	56,006	32,672	32,872	27,872	(4,800)	-14.69%
Other Sources - Non-Operating		1,155,000	-	812,500	(342,500)	-29.65%
Total Revenue	12,694,532	13,388,096	14,027,089	20,150,138	6,762,042	50.51%

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GENERAL FUND REVENUES



8/27/2026

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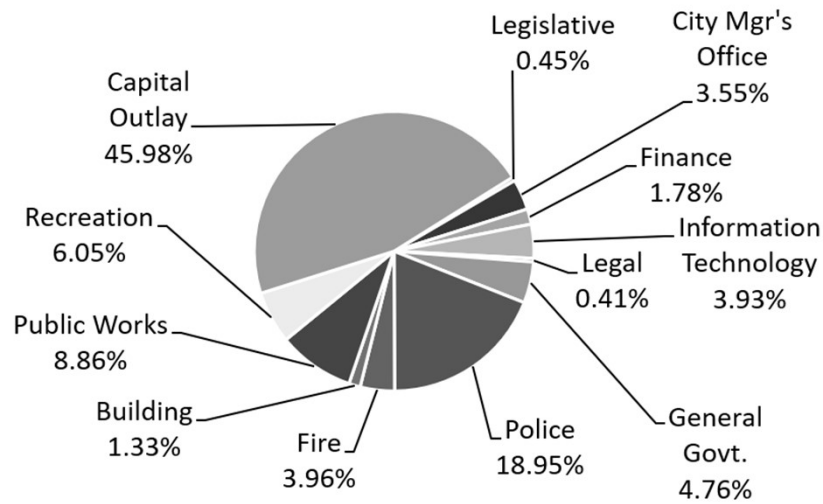
G.F. EXPENDITURES OVERVIEW

	FY25	FY26	FY26	FY27	FY26-FY27 Budget	
	Actual	Approved Budget	YE Est	Budget	Dollars	Percent
Legislative	77,256	92,507	92,325	90,954	(1,553)	-1.68%
City Manager's Office	568,240	668,032	652,541	715,397	47,365	7.09%
Finance	336,272	354,601	344,835	358,542	3,941	1.11%
Information Technology	622,459	585,035	642,613	791,433	206,398	35.28%
Legal	76,212	81,000	81,000	83,000	2,000	2.47%
General Government	651,046	876,508	749,487	958,575	82,067	9.36%
Police	3,441,278	4,095,684	3,575,372	3,818,999	(276,685)	-6.76%
Fire	453,011	774,566	706,887	798,239	23,673	3.06%
Building	300,758	259,116	252,308	267,172	8,056	3.11%
Public Works	1,437,933	1,735,256	1,704,866	1,784,325	49,069	2.83%
Recreation	1,071,921	1,160,151	1,155,105	1,218,476	58,325	5.03%
Capital Outlay	2,155,994	2,705,640	5,723,958	9,265,026	6,559,386	242.43%
General Fund Total Expenditures	11,192,379	13,388,096	15,681,297	20,150,138	6,762,042	50.51%

8/27/2026

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GENERAL FUND EXPENDITURES



8/27/2026

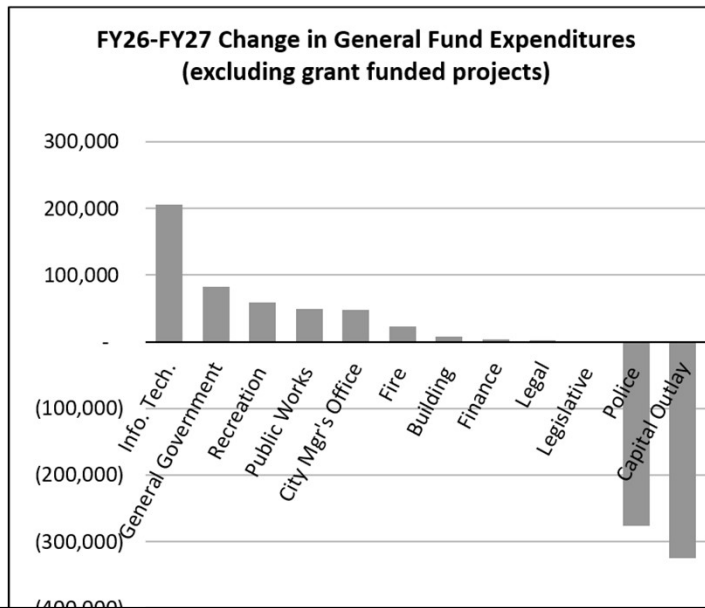
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GEN. FUND EXPENDITURES (CONT.)



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GEN. FUND EXPENDITURES (CONT.)



8/27/2026

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FY27 G.F. PROJECTS

\$9,265,026 in Capital Projects:

6,346,174	Muck removal (\$9.6M in grants) (year 1 of 2 funding)
1,250,000	Fire Station Annex (year 3 of 3-year funding)
300,000	Repl. 75' ladder truck (year 2 of 3-year funding)
242,600	Road milling/repaving
160,000	Repave Gleason Park pathway
101,000	Repl. Police vehicles (two)
100,500	Repl. Fire mobile & portable radios
100,000	Repl. main pavilion at Millennium Beach Park

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FY27 G.F. PROJECTS (CONT.)

Capital Projects:

89,677	Repl. body-worn cameras
75,000	Public Works contingency (new)
65,000	Repl. playground unit in NE part of Gleason Park
64,300	Repl. firefighter gear
55,000	School Road (north of Banana River Drive) east sidewalk (new) - partial TIF funded
54,000	Repl. Police vehicle equipment
30,000	Fire Station renovations
231,775	18 smaller projects

8/27/2026

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STORMWATER UTILITY FUND

Revenues

The FY27 Budget of \$1,011,884 is \$598,000 or 144% higher than the FY26 Adopted Budget. When one-time grant receipts of \$600,000 are removed from the FY27 Budget, the difference is a decrease of \$2,000 or 0.49%.

- No increase in assessment rate of \$90.00 a year per equivalent residential unit (ERU)

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FY27 STORMWATER UTILITY (CONT.)

Expenditures

10,000	Drainage maintenance:
1,000	Rain barrel rebate program and Waterfront Buffer Matching Grant program
350,000	Capital improvements
650,884	Reserves (to balance the annual budget and fund roll-forward projects)
250,000	To be rolled forward from FY26 for capital projects

8/27/2026

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FY27 PERSONNEL OVERVIEW

FY27 FTEs per Department

Department	Full-time	Part-time/ Seasonal	Total FTEs	Change
City Mgr. Office	5.00	-	5.00	0.50
Finance	2.00	-	2.00	-
Inform. Tech.	2.00	-	2.00	-
Police	25.50	0.81	26.31	(5.00)
Fire	4.00	1.00	5.00	(0.82)
Building	2.00	-	2.00	-
Public Works	16.00	1.25	17.25	-
Recreation	5.00	9.28	14.28	-
Total	61.50	12.34	73.84	(5.32)

8/27/2026

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KEY DATE REMAINING

- The second public hearing and adoption of the FY27 Millage rate and Budget are to be held on September 15, 2026.

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8/27/2026

ORDINANCE NO. 2026-12

AN ORDINANCE TO ESTABLISH AND ADOPT A BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Indian Harbour Beach, Brevard County, Florida, that:

SECTION 1. The following are the anticipated General Fund revenues of the City of Indian Harbour Beach, Florida, and monies available for the fiscal year, October 1, 2026, through September 30, 2027.

Ad Valorem Taxes	
Gross receipts	8,409,441
Discount and misc.	(295,573)
Sub-total:	8,113,868
General Government Taxes	
Local Option Fuel Tax	356,505
Utility Services Taxes	730,322
Communications & Local Business Taxes	316,000
Insurance Premium Tax	129,000
Sub-total:	1,531,827
Franchise, Permit, and Special Assessment Fees	
Franchise Fees	841,000
Vacation Rental & Misc.	41,300
Building Dept. Permit Fees	153,350
Sub-total:	1,035,650
Intergovernmental Revenue	
Grants	443,820
State Shared Revenue	912,450
Local Govt. Revenue	6,387,174
Police Grants & Shared Revenue	123,900
Sub-total:	7,867,344
Charges for Services	
Recreation charges	305,328
Other charges	94,049
Sub-total:	399,377

Judgements, Fines, and Forfeits	14,700
Interest and other earnings	347,000
Miscellaneous revenue	27,872
Prior year income	812,500
Total revenues	20,150,138

SECTION 2. The following are the anticipated General Fund expenditures of the City of Indian Harbour Beach, Florida, for the fiscal year, October 1, 2026, through September 30, 2027, and the amounts set forth are hereby appropriated for the various purposes named.

Legislative	
Personnel	1,554
Operating	89,400
Sub-total:	90,954
City Manager's Office	
Personnel	687,552
Operating	27,845
Sub-total:	715,397
Finance	
Personnel	296,892
Operating	61,650
Sub-total:	358,542
Information Technology	
Personnel	254,447
Operating	536,986
Sub-total:	791,433
Legal	
Operating	83,000
Sub-total:	83,000

General government	
Operating	958,575
Sub-total:	958,575
Police	
Personnel	3,467,459
Operating	351,540
Sub-total:	3,818,999
Fire	
Personnel	534,557
Operating	263,682
Sub-total:	798,239
Building	
Personnel	252,889
Operating	14,283
Sub-total:	267,172
Public Works	
Personnel	1,271,925
Operating	512,400
Sub-total:	1,784,325
Recreation	
Personnel	889,931
Operating	328,545
Sub-total:	1,218,476
Capital	9,265,026
Total expenditures	20,150,138

SECTION 3. The following are the anticipated Special Revenue Funds of the City of Indian Harbour Beach, Florida, for the fiscal year, October 1, 2026, through September 30, 2027, and the amounts set forth are hereby appropriated for the various purposes named.

Impound Fund

Revenues

Judgements, fines, and forfeits	-
Prior year income	2,196
Total revenue:	2,196

Expenditures

Personnel	1,098
Operating	1,098
Total expenditures:	2,196

Police Training Fund

Revenues

Judgements, fines, and forfeits	850
Total revenue:	850

Expenditures

Operating	850
Total expenditures:	850

Stormwater Utility Fund

Revenues

Special Assessment	411,309
Interest and other earnings	575
Grant Proceeds	600,000
Total revenue:	1,011,884

Expenditures

Operating	11,000
Capital	350,000
Reserves	650,884
Total expenditures:	1,011,884

SECTION 4. In the event a court of competent jurisdiction shall hold or determine that any part of this ordinance is invalid or unconstitutional, the remainder shall not be affected and it shall be presumed that the City Council of the City of Indian Harbour Beach did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this ordinance without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

SECTION 5. This ordinance shall become effective immediately upon its adoption after the second reading and public hearing.

PASSED AND ADOPTED at a meeting of the City Council of the City of Indian Harbour Beach, Florida, held on the 15th day of September 2026.

X

Scott Nickle
Mayor

ATTEST:

X

Nicole Gold
City Clerk

Prepared by: John W. Coffey, ICMA-CM, City Manager

Public Hearing First Reading:	September 03, 2026
Public Hearing Second Reading:	September 15, 2026



CITY COUNCIL
City of Indian Harbour Beach, Florida
Thursday, September 3, 2026

AGENDA ITEM

Renewal of liability, property, workers' compensation, public safety life, and executive travel insurance policies for FY27 (action item)

Cost: \$438,862

Attachments: Indian Harbour Proposal 26-27

Staff Recommendation:

Consider authorizing the City Manager to accept the Preferred Government Insurance Trust (PGIT) renewal bid for \$438,862 for FY27's liability, property, workers' compensation, public safety life, and executive travel life insurance coverages.

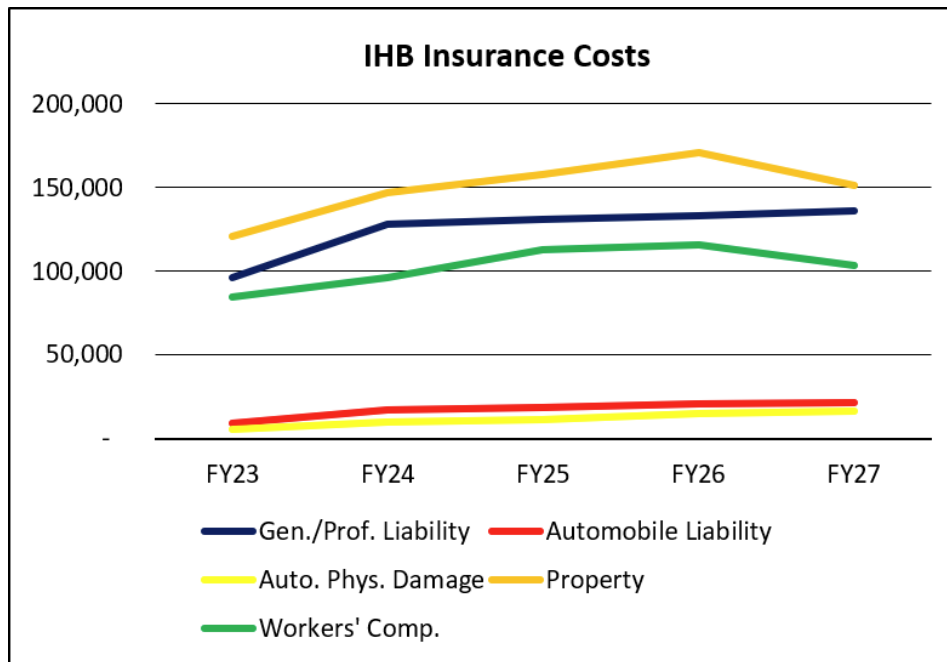
Background Information:

In FY24, the City switched all lines of insurance for property damage, professional and general liability, automobile, and workers' compensation coverage from Florida Municipal Trust (FMIT) to Preferred Government Insurance Trust (PGIT).

The renewal rates for the next fiscal year (October 1, 2026 - September 30, 2027) total \$438,862. The FY27 renewal quote is a 4.83% decrease from FY26, primarily due to a softening property insurance market and lower payroll. The workers' compensation modifier decreased from 1.02 to 0.99 (from a high of 1.30 in FY21).

Staff is very pleased with the services provided by PGIT, including their annual Member Day Conference, periodic one-day seminars, webinars, and safety consultants' onsite visits.

The chart below illustrates the changes in premiums over the last five years.



Hence, staff recommends the City Council approve the FY27 renewal quote from PGIT in the amount of \$438,862 for FY27's liability, property, workers' compensation, public safety life, and executive travel life insurance coverage.

PUBLIC SECTOR

Insurance Proposal

October 1, 2026 to October 1, 2027

CITY OF INDIAN HARBOUR BEACH



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Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
 - 22 Counties
 - 70 Cities
 - 20 Public Airports
 - 7 Public School Districts
 - State of Florida

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Stephen Scullian, CPCU, ARM Senior Vice President / Insurance Broker	(386) 239-7211	Stephen.Scullian@bbrown.com
Justin Anselmo, CRIS Senior Vice President / Insurance Broker	(386) 239-8821	Justin.Anselmo@bbrown.com
Tiffany Hill, GBDS Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
Kyle Stoekel, ARM-P, CIC, CRM Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Devyn Donley Public Risk Advisor	(386) 239-4070	Devyn.Donley@bbrown.com
Ethan Reedy Insurance Broker	(386) 239-7264	Ethan.Reedy@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

Service Representatives

Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Jessica Conway Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
Megan Feinberg Public Risk Specialist Assistant	(386) 281-6836	Megan.Feinberg@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Mallory Colucci Public Risk & Claims Specialist	(386) 800-1164	Mallory.Colucci@bbrown.com

Certificate Requests: 179.certificates@bbrown.com

Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred's history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

Preferred's Member Types

Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

Preferred's Comprehensive Coverages

Property	Workers' Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators' Legal Liability

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred's* sole focus on government ensures that members' unique needs are met.

Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

***Preferred's* Expert Boards Know Your Business**

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping Preferred as the premier public entity insurer of its kind.

Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

***Preferred* Safety and Risk Management Services**

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a "Best Practice" measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – *Preferred's* Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

Property – Inland Marine

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$20,431,989	Blanket Value Buildings and Contents
Special Property Coverages	
\$5,000,000	Flood
\$5,000,000	Earth Movement
Not Included	TRIA Terrorism
Inland Marine (Per Schedule Provided)	
\$1,000,000	Blanket Unscheduled Inland Marine***
Included in Blanket	Communication Equipment***
\$140,014	Contractor's / Mobile Equipment***
\$50,000	Electronic Data Processing Equipment***
\$50,000	Emergency Portable Service Equipment***
\$50,000	Fine Arts***
\$50,000	Other Inland Marine
\$50,000	Rented, Leased or Borrowed Equipment♦♦
\$50,000	Valuable Papers
\$42,875	Watercraft, Not Including Hull Coverage**

Deductibles: \$5,000 per Occurrence – Buildings and Contents, Earth Movement

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$35,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine.

\$5,000 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$500 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be scheduled.

Property – Inland Marine

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. Property in the open within 1,000 feet of locations described in a. above,**
 - c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current Coverage Agreement period, *Preferred* will not charge an additional premium for **new locations** if the value of a **new location** or total value of all **new locations** at the same physical address that are acquired or newly constructed during the coverage agreement period **is less than \$15,000,000** and if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then premium is due at the time the location is added.
8. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
- 9. *Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect. In addition, trending will be provided every 3 years to ensure adequate Replacement values are insured.**

Property – Inland Marine

Sublimits of Coverage	
Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.	
\$1,000,000	Accounts Receivable, per occurrence
\$1,000,000	Additional Expense
\$40,000	Animals, annual aggregate
\$1,000,000	Business Income
\$500,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
\$1,000,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
\$500,000	Errors and Omissions, per occurrence
\$250,000	Expediting Expense, per occurrence
\$50,000	Fire Department Charges, per occurrence
\$250,000	Fungus Cleanup Expense, annual aggregate
\$1,000,000	Golf Course Tees to Greens
\$50,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
\$4,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
\$250,000	Personal Property of Employees, per occurrence
\$250,000	Pollution Cleanup Expense, annual aggregate
\$500,000	Preservation of Property, per occurrence
\$50,000	Professional Fees, per occurrence
\$250,000	Property at Miscellaneous Unnamed Locations
\$25,000	Recertification, per occurrence
\$250,000	Service Interruption Coverage, per occurrence
\$500,000	Transit, per occurrence
\$1,000,000	Track and Fields

Property – Inland Marine Major Exclusions

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft except scheduled (on the Inland Marine statement of values as part of this Coverage Agreement) Unmanned Aerial Systems (UAS), also referred to as drones, including:
 - A. Aircraft component (airframe)
 - B. Attached or detachable cameras, sensors, and payload equipment
 - C. Ground control stations
 - D. Batteries, chargers, and operating accessoriesProvided such property is owned by the Covered Party and loss is from a **specified peril**; however, we will not pay for loss or damage caused by:
 - A. Illegal or unlicensed operation of the drone
 - B. Operation in violation of FAA or local aviation regulations
 - C. Intentional acts
 - D. Wear and tear, gradual deterioration, or mechanical breakdown (unless resulting in a covered loss)
 - E. Cyber interference or hacking
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. **Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Dune walkovers, unless loss is at a covered location and from a specified peril other than collapse. **No wind coverage is afforded for dune walkovers.**
15. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
16. Personal property of volunteers.

Property – Inland Marine Major Exclusions

Property **Not** Covered includes but not limited to:

17. Underground pipes, unless loss is from a specified peril.
18. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.
19. Loss or damage to any portion of the roof, roof surfacing, awnings, or covered walkways that alters only the appearance of any portion of the roof, roof coverings, awnings or covered walkways (including but not limited to marring, pitting, scratches, or dents) but does not result in damage that allows the penetration of water through the roof covering or result in the failure of the roof covering to perform its intended function to keep out elements over an extended period of time. Roof coverings means shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof, and includes all materials used in securing the roof surface and all materials applied to or used under the roof surface for moisture protection.

Property – Inland Marine Major Exclusions

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Data Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill

“Named Storm” Definition: “...*the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named...*” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Equipment Breakdown

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	\$20,431,989
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,500,000
Utility Interruption (24 Hour Waiting Period)	\$2,000,000
Spoilage Damage	\$500,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,500,000
Data or Media	\$500,000
Fungus, Wet Rot, Dry Rot	\$50,000

Deductibles: Same as Property – Building and Contents
24 Hours – Utility Interruption

Crime

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	\$500,000	\$1,000
Forgery or Alteration Coverage	\$500,000	\$1,000
Theft, Disappearance and Destruction Coverage		
Inside	\$500,000	\$1,000
Outside	\$500,000	\$1,000
Computer Fraud Coverage (Including Funds Transfer)	\$500,000	\$1,000

Crime

Exclusions, include but not limited to:

- Acts Committed By You
- Acts of Officials, Employees or Representatives
- Governmental Action
- Indirect Loss
 - Legal Expenses (Forgery or Alteration)
 - Nuclear
 - War and Similar Actions
- Damages Other than Compensatory

Employee Dishonesty

- Bonded Employees
- Employees Cancelled Under Prior Insurance
- Inventory Shortages
- Trading

Theft Disappearance and Destruction Coverage (Inside & Outside)

- Accounting Or Arithmetical Errors Or Omissions
- Exchanges Or Purchases
- Fire
- Money Operated Devices
- Motor Vehicles or Equipment and Accessories
- Transfer or Surrender of Property
- Vandalism
- Voluntary Parting of Title to or Possession of Property
- Cyber Crimes or Events
- Virtual Currency
- Fiduciary Theft or Forgery
- Intangible or Intellectual Property

Computer Fraud, including Funds Transfer

- Exchanges or Purchases
- Inventory Shortages
- Voluntary Parting of Title to or Possession of Property

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

General Liability

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Deductible
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$2,000,000	\$0 Per Occurrence
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	\$5,000	
Employee Benefits Liability, per Occurrence	\$2,000,000	
Sublimits		
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	\$100,000	Same as General Liability
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Deadly Weapon Protection

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made

Deadly Weapon Protection – Claims Made		
Retroactive Date: 10/1/2023		
Coverage	Limit	Deductible
Deadly Weapon Event (Including Claims Expenses), per event	\$1,000,000	\$0 Per Event
Deadly Weapon Protection – Sublimits		
Business Interruption	Included	\$0 Per Event
Demolition, Clearance, and Memorialization, per event	\$250,000	
Extra Expense, per event	\$250,000	
Crisis Management	Included	
Property Damage Extension, per event	Included	
Counseling Services, per event	\$250,000	
Funeral Expenses, per event	\$250,000	
Claims Expenses	Included	
Medical Expense, per person	\$25,000	
Accidental Death & Dismemberment, per person	\$50,000	

Notes of Importance:

1. **Coverage limited to scheduled locations only.**
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
 - owned, leased, rented or occupied by the Covered Party.
 - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.
- Swatting and any other fictitious event of hoax.

Deadly Weapon Protection

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Law Enforcement Liability

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Deductible
Per Person	\$2,000,000	\$0 Per Occurrence
Per Occurrence	\$2,000,000	

Coverage:

Group A: False arrest, detention or imprisonment, or malicious prosecution

Group B: The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right or privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named covered party

Group C: Wrongful entry or eviction, or other invasion of the right of private occupancy

Group D: Erroneous service of civil papers, false imprisonment, or assault and battery

Notes of Importance:

1. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)
2. Defense Costs are paid in addition to policy limits.
3. Premium is not auditable.
4. Deductible does not apply to claims expense.
5. Limits of Liability are subject to Florida Statute 768.28.

Law Enforcement Liability Major Exclusions

Exclusions, but not limited to:

- Liability assumed by the covered party under any contract or agreement, except for those assumed in a mutual aid or reciprocal law enforcement contract or agreement or an executed memorandum of agreement ("MOA") between the named covered party and United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS)
- Willful violation of penal statute or ordinance or failure to follow statutory procedures for seizing property under the Florida Contraband Forfeiture Act
- Workers Compensation, Employer's Liability and similar laws
- War
- Criminal Acts
- Aircraft, Auto or Watercraft
- Employment Injury
- Non-monetary Damages
- Federal Acts (Jones Act, General Maritime Law, the Federal Employers Liability Act, the Federal Employees Compensation Act, the Defense Base Act or the U.S. Longshore and Harbor Workers' Compensation Act)
- **Applies to General Liability, Coverage B. Personal and Advertising Injury Liability Only -** Arising out of any actual or alleged rape, sexual assault, sexual battery, sexual molestations, sexual discrimination, sexual harassment, sexual relations, sexual intimacy, sexual act, sexual activity, sexual handling, sexual exploitation, sexual exhibition, sexual exposure, undue familiarity, alienation of affections, or any behavior with sexual connotation or purpose, both direct and indirect, including the negligent employment, investigation, supervision, reporting to authorities, or retention of any "police/peace officer" for whom any insured is or ever was legally responsible.
- Personal Property in insured's care, custody or control (except for property on persons at time of arrest)
- Media Content Services Liability
- Access or Disclosure of Confidential or Personal Information and Data-related Liability
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Public Officials Liability/Employment Practices Liability

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI:** Claims Made – Duty to Defend

Coverage	Limit	Deductible
Public Officials Liability Retroactive Date: Full Prior Acts		
Per Claim	\$2,000,000	\$0 Per Claim
Employment Practices Liability Retroactive Date: Full Prior Acts		
Per Claim	\$2,000,000	\$0 Per Claim
Sublimits		
Employee Pre-Termination Legal Consultation Services		
Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" Florida Statute 70.45, Florida Statute 70.51, Florida Statute 252.422 or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers' Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers' Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Public Officials Liability/Employment Practices Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Cyber Liability

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability		
Retroactive Date: 10/1/2023		
Coverage	Limit	Deductible
Policy Limit – Annual Aggregate	\$2,000,000	Per Below
Third Party Liability Coverage		
Privacy & Security Liability, each claim	\$2,000,000	\$25,000
Media Content Services Liability, each claim	\$2,000,000	\$25,000
PCI DSS, sublimit	\$1,000,000	\$25,000
First Party Liability Coverage		
Cyber Extortion & Ransomware, each claim	\$1,250,000	\$25,000
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000
Data Recovery, each claim	\$2,000,000	\$25,000
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.
Cyber Crime, refer to form for sublimits – Annual Aggregate	\$500,000	\$25,000
Social Engineering Financial Fraud*	\$500,000	\$25,000
Funds Transfer Fraud	\$500,000	\$25,000
Invoice Manipulation	\$500,000	\$25,000
Utility Fraud, refer to form for sublimits – Annual Aggregate	\$500,000	\$25,000
Crypto Jacking	\$500,000	\$25,000
Telecommunications Fraud	\$500,000	\$25,000
System Failure – BI/EE, sublimit	\$2,000,000	\$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$2,000,000	\$25,000/12 Hr.
Bricking Coverage, sublimit	\$1,000,000	\$25,000
Consequential Reputation Loss Period of Restoration	\$1,000,000 6 Months	14 Days

*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instructions.

Cyber Liability

Notes of Importance:

1. Defense Costs are included in the policy limits.
2. Deductible does apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability and Physical Damage

Term:

October 1, 2026 to October 1, 2027

Company:

Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 43 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	1	\$0 Each Accident
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	\$5,000	2	N/A
Uninsured Motorist	\$100,000	2	N/A
Physical Damage			
Comprehensive (Based on 43 Vehicles)	Per Schedule	2, 8	\$500 per Vehicle
Collision (Based on 43 Vehicles)	Per Schedule	2, 8	\$500 per Vehicle
Rental Coverage	\$50 per day / \$5,000 Aggregate		N/A
Hired Physical Car Damage	\$35,000		\$1,000 per Vehicle

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

SYMBOL		DESCRIPTION
1	=	ANY "AUTO"
2	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	=	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	=	HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.

"Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment" nor any vehicle designed for travel on public roads that is operating through use of autonomous technology without a licensed driver in position to provide active control.

Workers' Compensation

Term: October 1, 2026 to October 1, 2027

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

Class Code	Description of Class Code	Estimated Payroll
5509	Street or Road Maintenance or Beautification & Drivers	\$87,156
7704	Fire Patrol or Protective Corps & Drivers	\$338,586
7720	Police Officers & Drivers	\$2,077,581
8380	Automobile Service or Repair Center & Drivers	\$115,670
8810	Clerical Office Employees NOC	\$1,048,961
9102	Lawn Maintenance – Commercial or Domestic & Drivers	\$642,602
9410	Municipal, Township, County or State Employee NOC	\$674,444
Total Payroll		\$4,985,000
Estimated Manual Premium		\$104,327
Experience Modification		.99
Estimated Annual Premium		\$103,335

Notes of Importance:

1. The "Estimated Annual Premium" includes all applicable credits including safety program and drug-free workplace credits as per Florida Statute 440.
2. Employer's Limit of Liability is \$1,000,000/\$1,000,000/\$1,000,000.
3. Experience modification factor is subject to verification. This final amount of credit is dependent upon compliance with program requirements.
4. Final premium subject to payroll audit.
5. The expense constant charge has been included.
6. **Payment terms are 25% down and 4 installments.**

Accidental Death and Dismemberment

Term: October 1, 2026 to October 1, 2027

Company: ACE American Insurance Company
(Rated A++ XV by A.M. Best)

Eligibility: All Law Enforcement, Correction and Correctional Probation officers as defined in Florida Statute 112.191(b), of the Policyholder who are in Active Service

Coverage	Limit
Class 1 Principal Sum:	
In the Line of Duty:	\$75,000
Fresh Pursuit: This sum is in addition to any sum provided for Line of Duty Coverage.	\$75,000
Unlawful & Intentional Death: This sum is the most we will pay for any one Covered Accident for Unlawful and Intentional Death & Dismemberment Coverage. No Additional Benefits are payable.	\$225,000
Time Period for Loss:	365 days from the date of a Covered Accident

Covered Activities	Limit
Child Care Center Benefit:	
Benefit Maximum:	\$2,000 per year, up to a max of 2 annual payments per child Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage
Child Education Benefit:	
Benefit Amount:	\$2,000 per year Line of Duty Coverage Fresh Pursuit Coverage Unlawful and Intentional Death & Dismemberment Coverage
Maximum Benefit Period:	4 years
Continuation of Insurance Expense Benefit:	
Benefit Maximum:	\$5,000 Unlawful and Intentional Death & Dismemberment Coverage
Aggregate Maximum Benefit Period For Surviving Spouse & Dependent Child(ren):	5 years

Accidental Death and Dismemberment

Covered Activities cont'd:	Limit:
Disability Benefit:	
Benefit Amount:	\$100 per week Line of Duty Coverage Fresh Pursuit Unlawful and Intentional Death & Dismemberment Coverage
Time Period for Loss:	30 days from the date of the Covered Accident
Maximum Benefit Period:	52 weeks
Cosmetic Disfigurement from Burns Benefit:	
Benefit Amount:	\$2,000 Line of Duty Coverage
Funeral and Burial Expense Benefit:	
Benefit Amount:	\$10,000 Line of Duty Coverage Fresh Pursuit Unlawful and Intentional Death & Dismemberment Coverage
Spouse Education Benefit:	
Benefit Amount:	\$2,000 per year Line of Duty Coverage Unlawful and Intentional Death Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	3 years

Travel Accident

Term: October 1, 2026 to October 1, 2027

Company: Federal Insurance Company
(Rated A++ XV by A.M. Best)

Aggregate Limit: \$2,500,000

Eligibility:

Class 1 – All Active Full-Time Management Employees residing in the U.S. or Canada

Principal Sum	\$250,000
Hazard/ When Coverage Applies	24 Hour Business and Pleasure

Class 2 – Spouse or Domestic Partner of the Primary Insured Person

Principal Sum	\$50,000
Hazard/ When Coverage Applies	Business Travel Family

Class 3 – Dependent Children of the Primary Insured Person

Principal Sum	\$25,000
Hazard/ When Coverage Applies	Business Travel Family

Accidental:	Benefits Amount (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of 100% Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same Hand	25%

Travel Accident

Additional Benefits:

Carjacking:

10% of Principal Sum
Maximum Benefit Amount: \$25,000

Coma:

1% of Principal Sum per Month
Maximum Benefit Amount: 100% of Principal Sum

Home Alteration or Vehicle Modification:

Benefit Amount for Home Alteration: 10% of Principal Sum
Benefit Amount for Vehicle Modification: 10% of Principal Sum
Maximum Benefit Amount: 20% of the Principal Sum up to \$50,000

Medical Evacuation and Repatriation:

Maximum Benefit Amount: Unlimited
Medical Expense Amount: \$250,000
Benefit Amount for Hospital Admission Guaranty: \$5,000
Family Travel Expense
Maximum per Day: \$100
Maximum Number of Days: 5

Psychological Therapy:

5% of Principal Sum
Maximum Benefit Amount: \$25,000

Rehabilitation Expense:

5% of Principal Sum
Maximum Benefit Amount: \$25,000

Seatbelt and Occupant Protection Device:

10% of Principal Sum
Alternate Benefit Amount: \$2,000
Occupant Protection Device Benefit Amount: 10% of Principal Sum
Maximum Benefit Amount: 20% of Principal Sum up to \$50,000

Exclusions:

- Disease or Illness*
- Suicide or Intentional Injury
- Incarceration
- Service in the Armed Forces
- Specialized Aviation
- Owned Aircraft, Leased Aircraft or Operated Aircraft
- Aircraft Pilot or Crew
- Trade Sanctions
- Specialized Aviation

**Does not apply to Medical Evacuation and Repatriation or Out-of-Country Medical*

Storage Tank Liability

Term: October 1, 2026 to October 1, 2027

Company: ACE American Insurance Company
(Rated A++ XV by A.M. Best)

Form: Claims Made

Coverage Section	Limit of Liability	Retention	Retroactive Date
Per Storage Tank Incident	\$1,000,000	\$5,000	10/1/2025
Storage Tank Incidents Aggregate	\$2,000,000		
Storage Tank Legal Defense Aggregate	\$2,000,000		
Total Policy for Storage Tank Incidents Aggregate	\$4,000,000		

Notes of Importance:

1. All premiums are fully earned upon tank removal. There will be no credit for midterm removal.

Coverage Forms and Endorsements included but not limited to:

Form Description	Form Number
Extended Reporting Period Scope Confirmation (First-Party Discovery) Endorsement	PF-54022 (02/20)
Financial Responsibility Condition	PF-31172 (09/10)
Loading and Unloading Coverage (Time Element Reporting) Endorsement	PF-31174 (09/10)
Other Insurance Amendatory Endorsement	PF-57403 (10/22)
Schedule of Covered Storage Tanks	PF-31164 (09/10)
Terrorism Risk Insurance Act (Florida-Specific) Endorsement	PF-47337b (12/20)
Trade or Economic Sanctions Endorsement	ALL-21101 (11/06)
Florida Amendatory Endorsement	PF-31833b (03/21)
Signatures	CC-1K11k (10/24)
Questions About Your Insurance?	ALL-5X45 (11/96)
Chubb Producer Compensation Practices & Policies	ALL-20887a (03/16)
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	ILP 001 01 04
If TRIA is accepted , Disclosure Pursuant to Terrorism Risk Insurance Act	TRIA11e (08/20)
If TRIA is rejected , Policyholder Disclosure Notice of Terrorism Insurance Coverage	TRIA24a (08/20)
TankSafe Policy Form (US) 10.2010	PF-31181 (10/10)

Storage Tank Liability

SCHEDULE OF COVERED STORAGE TANKS

Insured Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
IHB Police Department 1835 South Patrick Drive Indian Harbour Beach, Florida 32937	1	1,700	AST	10/01/2025
IHB City Hall-Public Works 2055 South Patrick Drive Indian Harbour Beach, Florida 32937	1	500	AST	10/01/2025
IHB City Hall-Public Works 2055 South Patrick Drive Indian Harbour Beach, Florida 32937	2	500	AST	10/01/2025

Premium Recapitulation

Page 1 of 2

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<i>Preferred Package</i>			
Property including Equipment Breakdown	\$150,465.00	☐	☐
Inland Marine	\$755.00	☐	☐
Crime / Employee Dishonesty	\$1,800.00	☐	☐
General Liability	\$37,130.00	☐	☐
Deadly Weapon Protection*	Included		
Law Enforcement Liability	\$41,471.00	☐	☐
Public Officials / Employment Practices Liability	\$55,346.00	☐	☐
Cyber Liability	\$5,635.00	☐	☐
Automobile Liability	\$21,845.00	☐	☐
Automobile Physical Damage	\$16,281.00	☐	☐
Package Payment Plan:	50% Down, 2-25% Installments		

***Deadly Weapon Protection Coverage:** Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, **MUST BE reported to AND APPROVED by Preferred PRIOR** to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Workers' Compensation	\$103,335.00	☐	☐
Workers' Compensation Payment Plan:	25% Down, 4 Installments		

All lines of coverage must be accepted in order to bind coverage with *Preferred*.

Premium Recapitulation
Page 2 of 2

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
AD&D	\$2,509.00	☐	☐
Travel & Accident	\$1,555.00	☐	☐
Storage Tank Liability	\$544.00	☐	☐

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2026. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
10. **With the exception of Workers' Compensation, the total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust/Company subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
15. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

Compensation: As a licensed insurance producer/broker/agent, Brown & Brown entities (“we”) are generally authorized by our license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

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

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

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. If you have any questions, or require additional information, please contact your Brown & Brown team, or, if you prefer, submit your question or request online at <https://www.bbrown.com/us/contact/contact-general/>

***PREFERRED* 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.

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

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *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, 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.

Notice of Carrier Financial Status

Brown & Brown, Inc., its subsidiaries and affiliates do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavor to place your coverage with insurance carriers rated "A-" or better by AM Best Company. However, we cannot predict whether a company's financial condition will improve or deteriorate over time.

This notice is provided to allow you to make an informed decision regarding the placement of your insurance. Upon your request, we will attempt to obtain alternative quotes from insurance carriers rated "A-" or better by AM Best Company. Please note the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Insurance coverage is being quoted with/provided by the Preferred Governmental Insurance Trust ("Preferred"), which is a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes. The Trust is not rated by the AM Best Company or subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds/trusts may change rapidly and is beyond the control of Brown & Brown.
- You have had an adequate opportunity to make a thorough and complete inquiry into the financial condition and the terms and conditions of membership in Preferred, including reviewing it with your accountants, legal counsel and advisors, and enter into this relationship knowingly, voluntarily and with a full understanding of the risks.

Named Insured:	City of Indian Harbour Beach
Line of Coverage(s):	Property/Equipment Breakdown, Inland Marine, Crime, General Liability and Employee Benefits Liability, Law Enforcement Liability, Public Officials and Employment Practices Liability, Cyber Liability, Automobile Liability and Physical Damage, Deadly Weapon, Workers' Compensation
Policy Number(s):	PK FL1 0052701 26-04 and WC FL1 0052701 26-04
Policy Period(s):	10/1/2026 – 10/1/2027
Date of Notice:	8/20/2026

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
Financial Size Category: XV to I - Largest to smallest rating

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

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

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

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

☐

a. I hereby reject Uninsured Motorist coverage.

☒

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
\$100,000 each person (enter limit if applicable):
\$100,000 each accident.

☐

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

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

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

☒

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

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

Signature _____
Name _____

Title _____
Date _____

Signature Page

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

X	Property TIV: \$20,431,989 Building and Contents Combined
X	Inland Marine Blanket Unscheduled IM: \$1,000,000 Scheduled Inland Marine: \$182,889 Total All Inland Marine: \$1,182,889
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage
X	Crime
X	General Liability Ratable Payroll: \$2,907,419
X	Law Enforcement Liability Officers: 22
X	Professional Liability Employees: 169
X	Automobile 43 Units - Auto Liability 43 Units - Comprehensive 43 Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:
N/A	Excess Workers' Compensation Payroll: Not Included
N/A	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
N/A	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

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

Signature _____ Title _____
 Name _____ Date _____

Coverage is provided by Preferred Governmental Insurance Trust

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:

- | | |
|---|---|
| ☐ Job Applicant | ☐ Routing fitness for duty |
| ☐ Reasonable suspicion | ☐ Follow-up testing to Employee Assistance Program |

Notice of Employer's Drug Testing Policy:

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

Education:

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

Name of Medical Review Officer: _____

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

B. Phone Number: _____

C. Address: _____

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

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

Employer Name

Officer/Owner Signature*

Date

Title

*Application must be signed by an officer or owner.

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.

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. 10/01/2026 (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



CITY COUNCIL

City of Indian Harbour Beach, Florida

Thursday, September 3, 2026

AGENDA ITEM

Resolution No. 26-07: FY27 Employee pay and classification plan (action item)

Cost: N/A

Attachments: Res. 26-07 FY27 Employee Pay and Classification Plan
Exhibits A and B

Staff Recommendation:

Consider adopting Resolution No. 26-07, which enacts the FY27 (2026-2027) Employee Pay and Classification Plan, thereby establishing minimum and maximum pay rates for each position and step for employees covered by the Fraternal Order of Police collective bargaining agreement.

Background Information:

Beginning with the FY23 Budget process, the City initiated the formal adoption of the annual employee Pay and Classification Plan by the City Council, which provides increased transparency for all employees, elected officials, residents, and interested parties.

Recommended for FY27 are 56 position titles within 32 pay grades. The reader should note the following:

- Not all position titles are filled, but are listed to provide flexibility in personnel management if circumstances warrant a change in classification or priorities of the City Council.
- Continuation of step-pay plans for Florida Lodge of the Fraternal Order of Police members.
- The FY27 Pay and Classification Plan will increase the minimum and maximum rates of all positions by 0.25% (cost-of-living adjustment).
- The FY27 Budget also contains funding for all eligible employees to receive a 3.00% step or progression increase to move them through their respective pay grade.

Hence, staff recommends that the City Council adopt Resolution No. 26-07,
implementing the FY27 Employee Pay and Classification Plan effective September 30,
2026.

RESOLUTION NO. 26-07

A RESOLUTION OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA; ESTABLISHING AN EMPLOYEE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2026-2027 IN ACCORDANCE WITH ARTICLE VI, SECTION 4(B) OF THE CITY CHARTER; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Article VI, Section 4(B) of the City Charter authorizes the City Manager to fix compensation of the City officers and employees within the pay schedules established by the City Council; and

WHEREAS, the City has advertised public hearings for the adoption of the Fiscal Year 2026-2027 Annual Budget that contains funding for all employees, excluding the City Manager, to receive a 3.25% increase in their hourly compensation rate; and

WHEREAS, the 2020 voter-approved State Minimum Wage Constitutional Amendment will increase the non-tipped minimum wage to \$15.00 an hour on September 30, 2026; and

WHEREAS, the City implemented salary and wage adjustments in Fiscal Year 2021-2022 and Fiscal Year 2023-2024 as a result of compensation studies to address compression in the pay and classification system and to ensure pay classifications are based on the principle of comparative worth; and

WHEREAS, the City desires to maintain a fair and equitable pay and compensation plan to be able to recruit highly qualified applicants and retain productive and experienced employees; and

WHEREAS, the City has identified 56 position titles within 32 pay grades for possible use in Fiscal Year 2025-2026; and

WHEREAS, the City desires to have complete transparency in matters of employee compensation, including but not limited to, job titles, minimum pay rates, maximum pay rates, and step rates – when applicable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, that:

Section 1. The Fiscal Year 2026-2027 Employee Pay and Classification Plan, as illustrated in Exhibit A, and the Fiscal Year 2026-2027 Step Plan for employees covered by the Fraternal Order of Police collective bargaining agreement, as illustrated in Exhibit B, are hereby adopted:

Section 2. In the event a court of competent jurisdiction shall hold or determine that any part of this resolution is invalid or unconstitutional, the remainder shall not be affected, and it shall be presumed that the City Council of the City of Indian Harbour Beach did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this resolution without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

Section 3. This Resolution shall take effect September 30, 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, BREVARD COUNTY, FLORIDA, ON THIS 3rd DAY OF SEPTEMBER 2026.

X

Scott Nickle
Mayor

X

Nicole Gold
City Clerk

Exhibit A

FY27 Employee Pay and Classification Plan

Title	Pay Grade	Annual			Hourly		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
City Manager (exempt)	35	139,868	187,603	230,782	67.24	90.19	110.95
	34	133,208	178,669	219,793	64.04	85.90	105.67
	33	126,864	170,161	209,326	60.99	81.81	100.64
	32	120,823	162,058	199,358	58.09	77.91	95.85
	31	115,070	154,341	189,865	55.32	74.20	91.28
Chief Information Officer (exempt)	30	109,590	146,992	180,824	52.69	70.67	86.93
Fire Chief (exempt)							
Police Chief (exempt)							
	29	104,372	139,992	172,213	50.18	67.30	82.79
Comptroller (exempt)	28	99,402	133,326	164,013	47.79	64.10	78.85
Public Works Director (exempt)							
	27	94,668	126,977	156,202	45.51	61.05	75.10
Building Official (exempt)	26	90,160	120,930	148,764	43.35	58.14	71.52
Recreation Director (exempt)							
Deputy Police Chief (exempt)	25	85,867	115,172	141,680	41.28	55.37	68.12
City Clerk/H.R. Manager (exempt)	24	81,778	109,687	134,934	39.32	52.73	64.87
Police Commander (exempt)							
	23	77,884	104,464	128,508	37.44	50.22	61.78
Police Lieutenant (exempt)	22	74,175	99,490	122,389	35.66	47.83	58.84
	21	70,643	94,752	116,561	33.96	45.55	56.04
Police Sergeant	20	67,279	90,240	111,010	32.35	43.38	53.37
Communications Manager (exempt)							
Assistant to the City Manager (exempt)	19	64,075	85,943	105,724	30.81	41.32	50.83
Stormwater Utility Coordinator (exempt)	18	61,024	81,850	100,690	29.34	39.35	48.41
Assistant Comptroller	17	58,118	77,953	95,895	27.94	37.48	46.10
Management Analyst (exempt)							
Accreditation Manager / Assistant to Chief of Police	16	55,351	74,241	91,328	26.61	35.69	43.91
Executive Assistant							
Special Projects Coordinator							
Assistant Public Works Director	15	52,715	70,705	86,979	25.34	33.99	41.82
Head Mechanic							
Police Officer							

Exhibit A

Title	Pay Grade	Annual			Hourly		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Fire Marshal / Code Enforcement Official	14	50,205	67,339	82,838	24.14	32.37	39.83
Accountant	13	47,814	64,132	78,893	22.99	30.83	37.93
Grounds Supervisor							
Information Technology Specialist							
Records/Evidence Supervisor							
Deputy City Clerk	12	45,537	61,078	75,136	21.89	29.36	36.12
Mechanic II							
Administrative Assistant	11	43,369	58,170	71,558	20.85	27.97	34.40
Aquatics Supervisor							
Code Enforcement Officer							
Management Intern (seasonal)							
Records and Evidence Clerk							
Crew Leader	10	41,303	55,400	68,151	19.86	26.63	32.76
Mechanic I							
Shared Victim Advocate							
Victim Advocate							
IT Support Desk Tech	9	39,337	52,761	64,905	18.91	25.37	31.20
Maintenance Specialist II	8	37,463	50,249	61,815	18.01	24.16	29.72
Senior Staff Assistant							
Firefighter/EMT (2,600 hours/year)	7	44,599	59,820	73,589	17.15	23.01	28.30
Maintenance Specialist	7	35,679	47,856	58,871	17.15	23.01	28.30
Staff Assistant	6	33,980	45,577	56,068	16.34	21.91	26.96
Camp Coordinator	5	32,362	43,407	53,398	15.56	20.87	25.67
Head Lifeguard							
Parks Operations Specialists							
Water Safety Instructor							
Crossing Guard	4	31,200	41,340	51,480	15.00	19.88	24.75
Camp Supervisor							
Community Services Officer							
Camp Leader							
Lifeguard							
Camp Counselor							
All title are non-exempt positions unless otherwise noted.					Effective: 09/30/2026		

Exhibit B

FY27 FOP Step Plan

3.0% increase per year. Annual COLA are excluded.

Title	Pay Grade	Annual			Hourly			Steps	
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	1	2
Police Sergeant	20	67,279	90,240	111,010	32.35	43.38	53.37	67,279	69,297
Police Officer	15	52,715	70,705	86,979	25.34	33.99	41.82	52,715	54,296
Communications Supervisor	14	99,402	67,339	82,838	47.79	32.37	39.83	99,402	102,384
Communications Officer	11	43,369	58,170	71,558	20.85	27.97	34.40	43,369	44,670

Steps

		3	4	5	6	7	8	9	10
Police Sergeant	20	71,376	73,517	75,723	77,995	80,335	82,745	85,227	87,784
Police Officer	15	55,925	57,603	59,331	61,111	62,944	64,833	66,778	68,781
Communications Supervisor	14	105,455	108,619	111,877	115,234	118,691	122,251	125,919	129,697
Communications Officer	11	46,010	47,390	48,812	50,276	51,784	53,338	54,938	56,586

Steps

		11	12	13	14	15	16	17	18
Police Sergeant	20	90,417	93,130	95,924	98,801	101,765	104,818	107,963	111,010
Police Officer	15	70,844	72,970	75,159	77,413	79,736	82,128	84,592	86,979
Communications Supervisor	14	133,587	137,595	141,723	145,975	150,354	154,864	159,510	82,838
Communications Officer	11	58,284	60,032	61,833	63,688	65,599	67,567	69,594	71,558

All title are non-exempt positions unless otherwise noted.

Effective: 09/30/2026



CITY COUNCIL

City of Indian Harbour Beach, Florida

Thursday, September 3, 2026

AGENDA ITEM

Truck traffic on Pine Tree Drive and Banana River Drive

Cost: \$7,400.00

Attachments: Banana River Dr and Pine Tree Dr Heavy Vehicle Restriction Analysis Proposal

Staff Recommendation:

Consider authorizing the City Manager to approve a proposal from LTG Engineering and Planning to conduct a traffic study along Pine Tree Drive and Banana River Drive regarding truck traffic and possible restrictions.

Background Information:

Currently, from South Patrick Drive along Pine Tree Drive and from Banana River Drive to Pine Tree Drive to State Road A1A, the city has signs prohibiting trucks over 13 tons. The problem is that there are no signs on South Patrick Drive or State Road A1A alerting drivers to the prohibition on Pine Tree Drive and Banana River Drive. Once a truck driver turns onto the roads, there is no easy exit back to the state highway. Residents are voicing their concerns about truck traffic and speeding through the corridor.

The purpose of the proposed study is to evaluate existing traffic conditions and determine whether there is a sound transportation and engineering basis for restricting certain classes, weights, or sizes of trucks from using these roadways. Additionally, the study should identify any appropriate exceptions, such as local deliveries, services to adjacent properties, emergency vehicles, and other necessary access.

Staff understands that the Florida Statutes, including Sections 316.008 and 316.555, grant municipalities authority to regulate or restrict certain types of commercial vehicles on local roadways. However, staff wants to ensure that any proposed restriction is supported by an appropriate traffic analysis and complies with all applicable statutory and engineering requirements so that the restriction can be properly implemented and enforced.

There is sufficient funding available in the City Manager's contingency to cover the costs.

Staff requests direction from the City Council on this matter.

AG



Via E-Mail: (dbutler@indianharbourbeach.gov)

Ref: 6759.00

August 28, 2026

David Butler, Chief of Police
Indian Harbour Beach Police Department
1835 S. Patrick Drive
Indian Harbour Beach, FL 32937

Re: Banana River Drive and Pine Tree Drive - Heavy Vehicle Restriction Analysis Proposal
Indian Harbour Beach, Brevard County, Florida

Dear Chief Butler:

LTG, Inc. (LTG) is pleased to provide the following proposal to conduct traffic engineering and transportation planning services on behalf of the proposed Banana River Drive and Pine Tree Drive project (the PROJECT) located in Indian Harbour Beach (the CITY), Brevard County (the COUNTY), Florida. For the purposes of this proposal/agreement, Indian Harbour Beach Police Department shall be referred to as the CLIENT. The Scope of Services (the SCOPE) describing LTG's work to be conducted under this Agreement is presented below.

SCOPE OF SERVICES

Task 1 – Heavy Vehicle Restriction Analysis

LTG shall complete a heavy vehicle restriction analysis for Banana River Drive/Pine Tree Drive with study extents from South Patrick Drive (SR 513) to Jimmy Buffett Memorial Highway (SR A1A). The restriction analysis shall include the collection of 72-hour vehicle classification counts for Banana River Drive and Pine Tree Drive. The collected data will be reviewed to determine the number of heavy vehicles traversing the study roadway segment.

The procedures and results of the analysis will be documented in a technical memorandum (TM) including recommendations to restrict heavy vehicles, with exception of local deliveries, services to adjacent properties, emergency vehicles, and other necessary access. The recommendations will be consistent with the applicable Florida Statutes and standard procedures for transportation engineering in the state of Florida.

Task 2 – Data Collection Subconsultant

LTG shall contract with a traffic data collection subconsultant for the collection of vehicle classification counts at one (1) location along Banana River Drive and one (1) location along Pine Tree Drive. Any changes to the SCOPE or data collection for more than is specified in Task 1 will be constituted as ADDITIONAL SERVICES.

Task 3 – Meetings and Conference Calls

LTG shall prepare for and attend meetings on an as-needed basis. Meetings include but are not limited to conference calls, hearings, and public meetings with the CLIENT and/or the CITY.

SCHEDULE

LTG shall initiate the work effort immediately upon receipt of a properly executed contract/agreement, any specified retainer and site plan (collectively known as the AUTHORIZATION). For Task 1 (Heavy Vehicle Restriction Analysis), LTG shall submit a draft TM to the CLIENT within five (5) weeks of receipt of the AUTHORIZATION. LTG shall provide sufficient bound, signed and sealed copies of the finalized TM to the CLIENT for use in submitting to the CITY. Task 2 (Data Collection) shall be completed in conjunction with Task 1. Task 3 (Meetings and Conference Calls) shall be conducted on an as-needed basis.

COMPENSATION

Task	Fee Type	Fee/Recommended Budget
Task 1 – Heavy Vehicle Restriction Analysis	Fixed	\$5,000.00
Task 2 – Data Collection Subconsultant (1 location along Banana River Drive and 1 location along Pine Tree Drive)	Fixed	\$900.00
Task 3 – Meetings and Conference Calls	T&E NTE*	\$1,500.00

*T&E NTE Budget = Time-and-Expenses (per Attachment A) Not-to-Exceed Budget

Should the T&E NTE budget be reached, LTG shall notify the CLIENT immediately to obtain a mutually acceptable budget adjustment, in writing, prior to proceeding with the task for which any T&E NTE budget is reached.

Any revisions to the SCOPE shall constitute ADDITIONAL SERVICES and will require modifications to the COMPENSATION and SCHEDULE and must be mutually agreed to by LTG and the CLIENT in writing. Revisions to the SCOPE may be conducted on a fixed-fee basis, if a fixed SCOPE can be determined, or on a time-and-expenses basis according to LTG's Standard Hourly Rate Sheet (see Attachment A) as shall be mutually agreeable to by LTG and the CLIENT. Payment to LTG of fees under this contract must be kept current in order for LTG to continue work under this agreement as identified in LTG's Terms of Agreement (see Attachment B).

RESPONSIBILITIES OF THE CLIENT

The CLIENT shall be required to perform the following in order for LTG to maintain the PROJECT SCHEDULE:

- Provision to LTG of a properly executed contract **PRIOR** to LTG performing services identified;
- Written approval by the CLIENT of any modifications to the SCOPE required of LTG;
- Timely payment of invoices as described in Attachment B; and
- Advance notice of meetings requiring LTG staff attendance.

SERVICES NOT INCLUDED

Any services not included in the SCOPE provided above shall constitute ADDITIONAL SERVICES. ADDITIONAL SERVICES will require modifications to the COMPENSATION and SCHEDULE and must be mutually agreed to by LTG and the CLIENT in writing. Revisions to the SCOPE may be conducted on a fixed-fee basis, if a fixed SCOPE can be determined, or on a time-and-expenses basis according to LTG's Standard Hourly Rate Sheet (see Attachment A) as shall be mutually agreeable to by LTG and the CLIENT.

ACCEPTANCE OF TERMS

If the preceding SCOPE and terms are satisfactory, please sign below indicating your acceptance of the content and return the executed document in its entirety to me at rhartman@ltg-inc.us for final execution by LTG. LTG will then return a fully executed copy to you for your records. Please be advised that LTG will not begin work under this agreement without receipt of a properly executed contract and any specified retainer, and the information identified under Responsibilities of the CLIENT.

Sincerely,

LTG, Inc.



Ryan Hartman, PE
Project Engineer

Enclosures: Attachment A - Standard Hourly Billing Rates
Attachment B - Terms and Conditions of Agreement

As a condition of this Agreement, the CLIENT agrees to accept LTG's Standard Terms and Conditions of Agreement attached hereto as Attachment B and made a part of this Agreement. In signing, the signatory affirms that he/she is duly authorized, on behalf of the CLIENT, to enter into this Agreement.

LTG, INC.

INDIAN HARBOUR BEACH POLICE DEPARTMENT

By: _____

By: _____

Name: Ryan Hartman, PE

Name: _____
(Please type or print)

Title: Project Engineer

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Standard Hourly Billing Rates
Effective December 22, 2025

BILLING CODE	LABOR CATEGORY	HOURLY RATES
1	Chief Engineer / CEO	\$ 370
2	Sr. Project Manager / Director	\$ 290
3	Project Manager / Assistant Director	\$ 230
4	Sr. Project Engineer / Sr. Project Planner	\$ 205
5	Project Engineer / Project Planner / Project Coordinator	\$ 200
6	Sr. Engineer Intern	\$ 190
7	Engineer Intern / Planning Intern / Sr. Transportation Analyst	\$ 160
8	Sr. Designer / CADD Manager	\$ 180
9	Designer	\$ 140
10	Sr. Technician / Technical Writer / Transportation Analyst	\$ 135
11	Technician	\$ 100
12	Administrative	\$ 125
14	Comptroller	\$ 220
16	Student Intern	\$ 85
17	Business Development Manager	\$ 230
COURT TESTIMONY		
40	Actual Testimony	\$ 510
40	Preparation Time	\$ 510

ATTACHMENT B
Terms and Conditions of Agreement
Effective December 22, 2025
(Page 1 of 2)

This engagement of Lassiter Transportation Group, Inc. (LTG) by Client is under the following Terms and Conditions and is an integral part of the collective Agreement between the CLIENT AND LTG.

1. The Agreement is valid for 30 days from the date of the Proposal.
2. Payment to LTG is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. LTG's current Standard Hourly Billing Rates (Attachment A) in effect at the time work is performed will be used to determine hourly charges.
4. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, any items required of the CLIENT, including any specified retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF N/A IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
5. Requests for additional services must be authorized in writing before additional work can begin. Additional service fees will be based on LTG's current standard hourly billing rates. Any Compensation or Schedule adjustment required will be established at that time.
6. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1 ½ percent per month and LTG reserves the right to halt work in accordance with paragraph 9. Invoices will be rendered on an LTG standard form. Any special formats requested by the CLIENT will require additional compensation.
7. Prior to releasing to the CLIENT any final work product resulting from any phase, task, subtask or portion of the services provided under this Agreement, LTG may, at its sole discretion, require payment for services rendered through the completion of the said work product.
8. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due to services rendered under this Agreement, LTG shall be entitled to full reimbursement of all such costs, including reasonable attorney fees, as part of this Agreement.
9. Invoice payments must be kept current for work to continue. If the CLIENT fails to pay any invoice due to LTG within 45 days of the date of invoice, LTG may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until LTG has been paid in full all amounts due LTG and/or any of its Subconsultants and Subcontractors. Furthermore, CLIENT agrees that LTG shall not be held liable for damages sustained by the CLIENT or others due to such suspension of services.
10. Professional Liability, General Liability, and Comprehensive Automobile Liability Certificates of Insurance will be furnished upon request. If the CLIENT requires insurance coverage of limits in excess of LTG's normal policies, and if it is available, CLIENT agrees to reimburse LTG for such additional expense.
11. The CLIENT and LTG shall at all times mutually indemnify and save harmless each other and their officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by, or alleged to have been sustained by, any person or entity, to the extent caused by the negligent acts, errors, or omissions of the other, the other's agents, employees or subcontractors in connection with the project.
12. For any damage on account of any error, omission or other professional negligence, LTG's liability will be limited to the fee received under this Agreement less third-party costs. **Pursuant to §558.0035 Florida Statutes an individual employee or agent of LTG may not be held individually liable for negligence.**



ATTACHMENT B
Terms and Conditions of Agreement
Effective December 22, 2025
(Page 2 of 2)

13. LTG shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control of, and without the fault or negligence of LTG, including staffing shortage. LTG reserves the right to renegotiate fees under this Agreement if the CLIENT causes a delay of more than six (6) months in the performance of any element of the SCOPE.
14. All documents including Drawings and Specifications prepared by LTG pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the CLIENT or others or extensions of the Project or on any other Project. Any reuse without written verification or adaptation by LTG for any other than the originally intended purpose will be at the CLIENT's sole risk and without liability or legal exposure to LTG, and the CLIENT shall indemnify and hold harmless LTG from all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting therefrom. Any such verification or adaptation by LTG shall entitle LTG to additional compensation at rates to be agreed upon by LTG and the person or entity seeking to reuse said documents.
15. In entering into this Agreement, CLIENT has relied only upon the warranties or representations (a) set forth in the Agreement, or (b) implied by law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and LTG.
16. All Direct Expenses incurred under this Agreement, unless otherwise stated, are not included in the COMPENSATION and shall be subject to a n/a percent multiplier.
17. The laws of the State of Florida govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Venue of any litigation based on this Agreement, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements or actions of any party with respect thereto shall be in Volusia County, Florida.
18. WAIVER OF JURY TRIAL: THE CLIENT hereby knowingly, voluntarily, and intentionally waives any right they may have to a trial by jury in respect to litigation based on this Agreement or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto or thereto. This provision is a material inducement for LTG accepting and/or entering into this Agreement.
19. No covenant or term of this Agreement in favor of LTG shall be waived except by the express written consent of LTG, whose forbearance or indulgence in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by the CLIENT. Nor shall the waiver of a specific breach of any condition of covenant hereunder, constitute a defense or excuse for a future breach of the same or any other condition of covenant. LTG's failure to exercise any right or option granted hereunder should not be deemed or construed as a waiver by LTG of such right or option. Until complete performance by CLIENT of said covenant, term or condition, LTG shall be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence.
20. LTG does not guarantee the approval of LTG's work by public agencies nor does LTG guarantee the approval of the CLIENT's development or improvements. LTG warrants its work effort and agrees to correct deficiencies noted in its work caused by LTG in a timely manner and in accordance with the SCOPE OF WORK at no additional cost to the CLIENT.
21. Any work performed pursuant to this Agreement shall entitle LTG to all lien rights under Florida Statutes.
22. LTG or CLIENT may terminate services, in writing, under this Agreement at any time. Payment for work performed per this Agreement up to the termination time shall be due without regard to the termination.