RESOLUTION NO. 13-09-73

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN PROFESSIONAL EMERGENCY SERVICES, INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR A MEDICAL DIRECTOR; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 29, 2008, Islamorada, Village of Islands, Florida (the "Village") approved the Agreement with Professional Emergency Services, Inc. as a provider of Emergency Medical Services (the "Agreement"); and

WHEREAS, the Agreement provides for a termination date of September 30, 2013 with an option to renew for two additional one year terms; and

WHEREAS, the Village Council desires to revise the insurance requirements of the Agreement commensurate with the Village’s current coverage for Professional and General Comprehensive Liability Insurance; and

WHEREAS, the Village Council finds approval of a First Amendment to the Agreement to provide for an additional one year term is in the best interest of the Village.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
Section 2. Approval of Amendment. The First Amendment to the Agreement between Islamorada, Village of Islands and Professional Emergency Services, Inc., (the "First Amendment"), attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the First Amendment.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the First Amendment.

Section 5. Execution of Amendment. The Village Manager is authorized to execute the First Amendment on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the First Amendment and to execute any extensions and/or amendments to the First Amendment, subject to the approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall become effective immediately upon the date of its adoption.
Motion to adopt by Councilman Dave Purdo; seconded by Councilwoman Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

- Mayor Ken Philipson: YES
- Vice Mayor Ted Blackburn: YES
- Councilman Mike Forster: YES
- Councilwoman Deb Gillis: YES
- Councilman Dave Purdo: YES

PASSED AND ADOPTED on this 26th day of September, 2013.

KEN PHILIPSON, MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY

VILLAGE ATTORNEY
FIRST AMENDMENT

TO

AGREEMENT BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AND

PROFESSIONAL EMERGENCY SERVICES, INC.

FOR A

MEDICAL DIRECTOR

This is an Agreement between Islamorada, Village of Islands, Florida, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as the “VILLAGE”

AND

Professional Emergency Services, Inc. hereinafter referred to as the “CONSULTANT”, whose principal place of business is 10 High Point Road, Tavernier, FL 33070 and who is represented by Dr. Sandra Schwemmer.

WHEREAS, the VILLAGE, as a provider of Emergency Medical Services to its citizens, is required by Chapter 401, Florida Statutes, to contract with a licensed physician to serve as the VILLAGE’S “MEDICAL DIRECTOR”, also referred to as the “FIRE DEPARTMENT PHYSICIAN”; and

WHEREAS, the CONSULTANT meets the qualifications necessary to provide Medical Director services to the VILLAGE and the VILLAGE desires to utilize the services of the CONSULTANT.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments set forth below, the VILLAGE and the CONSULTANT agree as follows:

ARTICLE I

SCOPE OF SERVICES

1.1 Under the direction of the Fire Chief, and as defined in Florida Administrative Code, Chapter 64E-2.004, Medical Direction, the CONSULTANT shall perform the services of Medical Director for the VILLAGE’S Emergency Medical Services Program as more particularly set forth herein.
1.1.1 Under the direction of the Fire Chief, advise, consult, train, and counsel the Village’s emergency medical services system, overseeing appropriate quality assurance, but not including administration and managerial functions.

1.1.2 Develop medically correct standing orders or protocols that permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient.

1.1.3 Issue standing orders and protocols to the VILLAGE to ensure that the VILLAGE transports each of its patients to facilities that offer a type and level of care appropriate to the patient’s medical condition if available within the service region.

1.1.4 Assist and advise in the development of a comprehensive plan for prompt medical review of all possible infectious exposures reported by Village of Islamorada EMS and firefighter personnel and for post-exposure medical follow-up when indicated, in compliance with State and Federal requirements. Assist in the inserviceing of the individual EMS and firefighters regarding the exposure policy. The Medical Director or designee, shall be available for consultations with field personnel to determine the significance of any body fluid exposure and to suggest appropriate action for such an exposure.

1.1.5 Provide continuous 24-hour-per-day, 7-day-per-week medical direction, which shall include in addition to the development of protocols and standing orders, direction to VILLAGE personnel as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by section 252.34(3) Florida Statutes.

1.1.6 Develop and implement a patient care quality assurance system to assess the medical performance of paramedics and EMTs.

1.1.7 Audit the performance of system personnel by use of a quality assurance program to include but not be limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.

1.1.8 Participate as appropriate in any other quality assurance program developed by the Department.

1.1.9 Possess a DEA registration, to provide controlled substances to the VILLAGE. DEA registration shall include the address at which controlled substances are stored. Proof of such registration shall be maintained on file with the VILLAGE and shall be readily available for inspection. The Village will forward all renewal documents as received to Medical Director to assure continuous registration and will reimburse Medical Director for cost of such registration.

1.1.10 Ensure and certify that security procedures for medications, fluids and controlled substances are in compliance with Chapters 499 and 893, Florida Statues, and Chapter 64F-12, Florida Administrative Code.
1.1.11 Assist and coordinate with the Fire Chief written operating procedures creating, authorizing and confirming adherence to rules and regulations regarding all aspects of the handling of medications, fluids and controlled substances by the VILLAGE.

1.1.12 Notify the Department of Health in writing, when applicable, of each substitution by the VILLAGE of equipment or medication.

1.1.13 Assume direct responsibility for the use by an EMT of an automatic or semiautomatic defibrillator, the performance of esophageal intubation by an EMT; and on routine interfacility transports, the monitoring and maintenance of non-medicated IV’s by an EMT. The Medical Director shall ensure that the EMT is trained to perform these procedures, shall establish written protocols for the performance of these procedures; and shall provide written evidence to the Department documenting compliance with provisions of this paragraph.

1.1.14 Review and approve a 30-hour EMT refresher course.

1.1.15 Participate as a crewmember on an EMS vehicle for a minimum of ten (10) hours per year and complete a minimum of ten (10) hours per year of continuing medical education related to prehospital care or teaching or a combination of both.

1.1.16 Coordinate, approximately four (4) hours per month of in-service education to include classroom teaching and review of EMT and Paramedic performance.

ARTICLE 2

METHOD OF PAYMENT

2.1 The VILLAGE agrees to pay the CONSULTANT as full compensation for the services described in Article I a fee of $30,000, to be paid to the CONSULTANT in twelve equal monthly installments of $2,500.00. The CONSULTANT shall be entitled to a fee increase of five percent (5%) annually, during the term of this Agreement and subsequent years if the Agreement is renewed under Article 6. This fee includes all costs and expenses of CONSULTANT.

2.2 The VILLAGE agrees that it will use its best efforts to pay the CONSULTANT within thirty (30) calendar days following the month in which the CONSULTANT’S services are rendered.

ARTICLE 3

DEFINITIONS

3.1 "Department" means the Department of Health and Rehabilitative Services.

3.2 "Emergency medical technician" or "EMT" means a person who is certified by the department to perform basic life support.

3.3 "Medical direction" means direct supervision by a physician through a two-way voice communication or, when such voice communication is unavailable, through established standing orders, pursuant to rules of the department.
3.4 "Medical Director" means a physician who is employed or contracted by a licensee and who provides medical supervision, including appropriate quality assurance but not including administrative and managerial functions, for daily operations and training.

3.5 "Paramedic" means a person who is certified by the Department to perform basic and advanced life support.

3.6 "Physician" means a practitioner who is licensed under the provisions of Chapter 458 or Chapter 459, Florida Statutes.

3.7 "Fire Department Physician" means a licensed doctor of medicine or osteopathy who has been designated by the fire department to provide professional expert in the areas of occupational safety and health as they relate to emergency services.

3.8 "Fire Chief" means the highest ranking officer in charge of fire rescue services.

ARTICLE 4

CONSULTANT RESPONSIBILITIES

4.1 In accordance with Section 401.265, Florida Statutes, and Rule 64E-2.004, Florida Administrative Code, the Medical Director shall possess and maintain through the term of this Agreement a Florida license to practice medicine and shall maintain board certification in emergency medicine.

4.2 Dr. Sandra Schwemmer, D.O., FACOEP, FACEP is designated as the Medical Director/Fire Department Physician. The Medical Director shall designate an Associate Medical Director who shall be available if the Medical Director is on vacation, sick or otherwise unavailable. The Associate Medical Director shall be subject to prior approval by the Village Manager or his designee.

4.3 The Medical Director shall possess and maintain through the term of this AGREEMENT current registration as a Medical Director with the U.S. Department of Justice, DEA, to provide controlled substances to the VILLAGE. A copy of the registration shall be provided to the VILLAGE prior to execution of this Agreement.

4.4 CONSULTANT shall maintain active participation in a regional or statewide physician group involved in prehospital care.

4.5 The CONSULTANT shall perform such other duties and responsibilities as now are imposed or may be imposed during the term of this Agreement by Florida law, including but not limited to the applicable provisions of Chapters 252 and 401, Florida Statutes, and Rule 64E2, Florida Administrative Code, as may be amended from time to time.

4.6 Interfacility Transfers: CONSULTANT will develop BLS and ALS medical evaluation and treatment protocols and approve operating procedures as related to BLS and ALS interfacility patient transfers. CONSULTANT will provide training for EMT’s related to monitoring BLS and ALS patients during interfacility transfers. CONSULTANT will develop a patient care quality assurance system for interfacility patient transfers. CONSULTANT is not responsible and assumes no
liability for the choice or appropriateness of the receiving facility. CONSULTANT is not responsible and assumes no liability for the medical treatment provided to patients by physicians and/or other medical personnel at the sending and/or receiving facilities. CONSULTANT is not responsible and assumes no liability for any complications or negative patient outcome before, during or after the interfacility transfer.

ARTICLE 5

VILLAGE’S RESPONSIBILITY

5.1 The VILLAGE shall assist the CONSULTANT by placing at his/her disposal all available information pertinent to the services to be performed by the CONSULTANT.

5.2 The VILLAGE shall provide for the CONSULTANT’s use during the term of this Agreement, a portable radio with MedCom channels, a digital pager and a Medical Director’s identification badge, and appropriate secretarial support services as approved by the Fire Chief.

ARTICLE 6

TERM

6.1 This Agreement shall commence on October 1, 2008, and shall continue through September 30, 2014, unless terminated earlier under Article 7. The VILLAGE shall have the option to renew this Agreement for two additional one year terms subject to the same terms and conditions, by providing the CONSULTANT with written notice to renew no less than thirty (30) days from the expiration date.

ARTICLE 7

TERMINATION

7.1 If through any cause the CONSULTANT fails to fulfill its obligations under this Agreement, the VILLAGE shall have the right to immediately terminate this Agreement upon providing written notice to the CONSULTANT.

7.2 This Agreement may be terminated by the VILLAGE without cause upon thirty (30) days written notice to the CONSULTANT. If the VILLAGE terminates without cause, the CONSULTANT shall be compensated for all services performed and approved by the VILLAGE prior to the termination date, provided that all property belonging to the VILLAGE is returned prior to release of final compensation to the CONSULTANT.

7.3 The CONSULTANT acknowledges that the VILLAGE is a bona fide governmental entity of the State of Florida with the VILLAGE’S fiscal year ending on September 30 of each calendar year. If the VILLAGE does not appropriate sufficient funds to purchase the services required under this Agreement for any of the VILLAGE’S fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year for which sufficient funds for the services provided for under this Agreement were last appropriated by the VILLAGE. The VILLAGE shall not, in this event, be obligated to pay for services beyond said fiscal year.

ARTICLE 8
MISCELLANEOUS

8.1 Ownership of Documents/Deliverables. Any files, documents, studies, run reports, training curriculum and other data prepared by the CONSULTANT in connection with this Agreement are and shall remain the property of the VILLAGE, and shall be delivered to the VILLAGE no later than seven (7) days after termination of this Agreement.

8.2 No Contingent Fee. The CONSULTANT warrants that he/she has not employed or retained any company or person other than a bona fide employee or agent contractor working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8.3 Policy on Non-Discrimination. The CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, marital status or national origin, physical or mental disability.

8.4 Independent Contractor. The CONSULTANT is an independent contractor under this Agreement. Personal services provided by the CONSULTANT shall be by employees/agents of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

8.5 Assignment; Amendments

8.5.1 The parties recognize that the services contemplated by the CONSULTANT are of a unique and personal nature and as such this Agreement shall not be assigned, transferred or otherwise encumbered, by the CONSULTANT, without the prior written consent of the VILLAGE.

8.5.2 It is further agreed that no renewal modification, amendment or alteration in the terms or conditions of the Agreement, shall be effective unless contained in a written document executed with the same formality as the Agreement.

ARTICLE 9

INSURANCE

9.1 The CONSULTANT shall maintain in force and effect for the term of this Agreement the insurance described below.

9.1.1 Commercial and/or Comprehensive General Liability. The CONSULTANT shall have minimum limits of $1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall include Premises and/or Operations, Broad Form Property Damage, Personal Injury, a Contractual Liability Endorsement, and, shall name the VILLAGE
as an additional insured. The Village shall reimburse the Medical Director for any cost associated with section 9.1.1:

9.1.1 Professional and General Liability. The CONSULTANT VILLAGE shall provide professional and general liability insurance with minimum limits of $1,000,000.00 per occurrence for the CONSULTANT during the term of this Agreement. The CONSULTANT VILLAGE shall be responsible for maintaining this professional liability insurance for a minimum of three years from the date of termination of this Contract Agreement. The Village shall reimburse the Medical Director for costs associated with the “tail” or extended reporting period for the three-year period after the date of termination. The Professional Liability Insurance certificate must specify coverage for “EMS oversight.”

9.1.2 Professional Liability. The CONSULTANT shall provide insurance with minimum limits of $1,000,000.00 per occurrence. The CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of three years from the date of termination of this Contract. The Village shall reimburse the Medical Director for cost associated with the “tail” or extended reporting period for the three-year period after the date of termination. The Professional Liability Insurance certificate must specify coverage for “EMS oversight.”

9.1.32 The CONSULTANT VILLAGE will provide certificate of such insurance to the VILLAGE CONSULTANT within 30 days of contemporaneous with or prior to the execution by the VILLAGE of this Agreement, which reflects thirty (30) days notice of cancellation and/or restriction and which references this Agreement. The CONSULTANT will be responsible for the payment of any deductible and/or self insured retentions in the event of a claim.

9.1.42 To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the VILLAGE, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily sickness, diseases or death or damage or destruction of tangible personal property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of the CONSULTANT, its officials, agents, employees, volunteers or subcontractors in the performance of the services of the CONSULTANT under this Agreement.

9.1.54 Representative of the VILLAGE. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the Fire Chief or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

9.1.65 All Prior Agreements Superseded. This document incorporates all negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements, whether oral or written.

9.1.76 Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:
For the VILLAGE:

William A. Wagner, III  Terry L. Abel
Office of the Fire Chief
Department of Fire Rescue and Emergency Management
P.O. Box 568 86800 Overseas Hwy
Islamorada, FL 33036
Telephone:  (305) 664-6400 6490
Facsimile:  (305) 664-6464 852-5195

With a copy to:

Nina L. Boniske, Esq.  Village Attorney
Weiss Serota Helfman Pastoriza Cole Boniske, P.L.  Islamorada, Village of Islands
2525 Ponce de Leon Blvd., Suite 700 86800 Overseas Hwy
Coral Gables, FL 33134  Islamorada, FL 33036
Telephone:  (305) 854-0800  (305) 664-6400
Facsimile:  (305) 854-2323  (305) 664-6464

For the CONSULTANT:

Dr.  Sandra Schwemmer
160 Key Heights Drive
Tavernier FL 33070

9.2 Consent to Jurisdiction. The parties irrevocably submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to the Agreement, and unanimously agree that all claims in respect of such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action to enforce this Agreement shall be in Monroe County, Florida.

9.3 Governing Law/Attorney’s Fees. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. If either the VILLAGE or the CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses including but not limited to court costs, and reasonable attorney’s fees.

9.4 Headings. Headings are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.5 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

9.6 Severability. If any provisions of this Agreement or its application to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those, as to which it shall have been invalid or unenforceable shall not be affected, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, authorized to execute same by the VILLAGE Council action on the ___ day of _______, 20082013, and by its duly authorized representative.

VILLAGE

By: ____________________________
VILLAGE MANAGER

Date: 9/27/13

ATTEST:

______________________________
VILLAGE CLERK

APPROVED AS TO FORM AND SUFFICIENCY:

______________________________
VILLAGE ATTORNEY

CONSULTANT

Witnesses:

______________________________

Print Name:_____________________

______________________________

Print Name:_____________________

Name:__________________________

Title:__________________________

Date:__________________________
I. DESIGNATED MEMBER
Islamorada, Village of Islands

II. GOVERNMENT DESCRIPTION
Municipality

III. COVERAGE PERIOD
From October 1, 2012 to October 1, 2013 12:01 A.M. Standard Time at the address of the Designated Member.

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IV. General/Professional Liability

1. General Liability
   a. Broad Form Property Damage
   b. Extra Contractual Legal Expense
   c. Fire Legal Liability
   d. Medical Attendants' Medical Directors' Malpractice Liability

2. Errors and Omissions Liability
   a. Employment Practices Liability
   b. Employee Benefits Program Administration Liability

3. Information Security & Privacy Liability

   THESE ARE CLAIMS MADE AND REPORTED COVERAGES

   Insuring Agreement I.A.
   a. Information Security & Privacy Liability
      Retroactive Date: 10/01/2012

   Insuring Agreement I.B.
   b. Information Security & Privacy Liability
      Retroactive Date: 10/01/2012

   Insuring Agreement I.C.
   c. Information Security & Privacy Liability
      Retroactive Date: 10/01/2012

   Insuring Agreement I.D.
   d. Information Security & Privacy Liability
      Retroactive Date: 10/01/2012

   ** $250,000 Each Claim. Aggregate included in above

   ** $250,000 Each Claim. Aggregate included in above

   ** $250,000 Each Claim. Aggregate included in above

   ** $250,000 Each Claim. Aggregate included in above

ATTACHMENT "B"
Insuring Agreement I.E.
a. Information Security & Privacy Liability
Retroactive Date: 1/01/2012

Insuring Agreement I.F.
f. Cyber Extortion
Retroactive Date: 1/01/2012

Insuring Agreement I.G.
g. First Party Data Protection
Retroactive Date: 1/01/2012

Insuring Agreement I.H.
h. First Party Network Business Interruption
Retroactive Date: 1/01/2012

First Party Network Business Interruption Sublimits of Liability
(1) Hourly sublimit
(2) Forensic Expense sublimit
(3) Dependant Business Interruption sublimit

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** Budget $20,000,000 or less, the deductible is $10,000. Budget greater than $20,000,000 to $50,000,000, the deductible is $25,000. Budget greater than $50,000,000, the deductible is $50,000.

*** Budget $20,000,000 or less, the deductible is $25,000. Budget greater than $20,000,000, the deductible is $50,000.
Waiting period 8 hours.
Privacy notifications costs deductible is $10,000.

V. This agreement includes these endorsements and schedules: See Schedule A

VI. ESTIMATED ANNUAL PREMIUM
Florida Municipal Insurance Trust (FMIT)

Normal
Premium
$104,537

Florida League of Cities Sponsored Insurance Programs Since 1977
THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.
**FMIT GENERAL/PROFESSIONAL LIABILITY COVERAGES**

October 1, 2012 - October 1, 2013 Schedule Coverage Forms List

FMIT #0860

**Schedule A**

<table>
<thead>
<tr>
<th>Form #</th>
<th>Description</th>
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<tbody>
<tr>
<td>FMIT TRAG 1012</td>
<td>Trust Agreement</td>
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<td>FMIT CA 1012</td>
<td>Coverage Agreement</td>
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<tr>
<td>FMIT DSL 1011</td>
<td>Deductible StopLoss Endorsement</td>
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<td>FMIT BFPD 1010</td>
<td>Broad Form Property Damage Endorsement</td>
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<td>FMIT ECLE 1012</td>
<td>Extra Contractual Legal Expense Endorsement</td>
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<td>Fire Legal Liability Endorsement</td>
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<td>FMIT MA 1007</td>
<td>Medical Attendants' / Medical Directors' Malpractice Liability Endorsement</td>
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<td>FMIT EQ 1012</td>
<td>Errors and Omissions Liability Endorsement</td>
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<td>FMIT SE GL 1012</td>
<td>Specific Excess Endorsement - General Liability</td>
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<td>Crisis Intervention Expense Endorsement</td>
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<tr>
<td>FMIT SBU 1011</td>
<td>Sewerline Backup and Initial Cleanup Expense</td>
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THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

MEDICAL ATTENDANTS’/MEDICAL DIRECTORS’ MALPRACTICE LIABILITY ENDORSEMENT

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

A. It is agreed that the Trust will pay on behalf of the member all sums which the member becomes legally obligated to pay as damages because of injury to any person arising out of the rendering or failure to render, during the period of this Agreement, professional services by one of the designated member’s Medical Attendants and Medical Director designated pursuant to Section 401.265, Florida Statutes. The Trust shall have the right and duty to defend any suit against the member seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and such settlement of any claim or suit as it deems expedient, but the Trust shall not be obligated to pay any claim or any judgment or to defend any suit after the applicable limit of the Trust’s liability has been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

This coverage does not apply to:

A. Any dishonest, fraudulent, criminal or malicious act or omissions of the member, any partner or employee, any intentional misconduct or intentional act;

B. Liability of the designated member as an employer of others or as the proprietor, superintendent or executive officer of any hospital, sanitarium, clinic, or other business enterprise;

C. To professional services rendered by physicians and/or nurses; however, this exclusion does not apply to a Medical Director designated pursuant to Section 401.265, Florida Statutes, when said Director is acting within the scope of the duties of the Medical Director as outlined in Section 401.265, Florida Statutes.

D. To any Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Advertising Injury Liability, Products Liability and Completed Operations Hazard arising directly or indirectly out of

a. Any actual or alleged failure, malfunction or inadequacy due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond by:

(1) Any of the following, whether belonging to any insured or to others: (a) Computer application software; (b) Computer networks; (c) Microprocessors (computer chips) not part of any computer system; (d) Computer operating systems and related software; (e) Computer hardware, including microprocessors; or (f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in the preceding paragraph.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph a. above.