DISTRIBUTION MEETING AGENDA
October 14, 2019
(Station #24 at 6:00 p.m.)

1. AGENDA
   1a. Call to Order
   1b. Pledge of Allegiance
   1c. Roll Call

2. APPROVAL OF AGENDA & MINUTES
   2a. Approval of October 14, 2019 District Meeting Agenda
   2b. Approval of Minutes
      2b.1 September 23, 2019 Final Public Hearing Meeting Minutes
      2b.2 September 23, 2019 District Meeting Minutes

3. PUBLIC COMMENT

4. CHAIRMAN REPORT

5. SECRETARY REPORT

6. OLD BUSINESS
   6a. Fire Hydrant Report (Thomas)

7. NEW BUSINESS
   7a. DISCUSSION: Contract Renewal (Allen)
   7b. MOTION/APPROVAL: Invitation-to-Bid (ITB) Phase 8 FY 2019-2020 Fire Hydrant Project (Jones)
   7c. DISCUSSION: Firefighter’s Cancer Insurance (Thomas)
   7d. DISCUSSION: (Progress Report from Fact-Finding Committee) (Conklin)
   7e. MOTION/APPROVAL: KLVAC Station 23 Additional Mold Remediation & Duct Work Replacement (Johnson)
      7e.1 Duct Work ($6,500.00)
      7e.2 Change Order: Office Area ($3,071.26)
   7f. MOTION/APPROVAL: Benchmark Insurance (Workman’s Compensation FY 19-20) (Johnson)
      7f.1 Ambulance Corps & Fire Department ($43,322)
      7f.2 KLFR&EMS Board ($752.00)

   (See Next Page)
DISTRICT MEETING AGENDA  (Continued)
October 14, 2019

8. FINANCIAL REPORT

9. LEGAL COUNSEL REPORT

10. AMBULANCE CORPS REPORT

11. FIRE DEPARTMENT REPORT
   11a. KLVFD Performance Report 190930

12. COMMISSIONER ITEMS

13. NEXT MEETING
   13a. October 28, 2019 or November 4 or November 18, 2019 Strategic Planning Workshop & District Meeting

14. ADJOURN

NEXT MEETINGS
October 28, 2019 District Meeting
November 4, 2019 District Meeting (if required)
November 18, 2019 Strategic Planning Workshop & District Meeting
December 2, 2019 District Meeting (if required)
December 18, 2019 District Meeting

DOCUMENTS
AI 2a. District Meeting Agenda
AI 2b.1 September 23, 2019 Final Public Hearing Meeting Minutes
AI 2b.2 September 23, 2019 District Meeting Minutes
AI 7b. Invitation to Bid FY 2019-2020 Fire Hydrant Project
AI 7c. Firefighter’s Cancer Insurance Information
AI 7e.1 Station 23 Safeway Restoration (Duct Work $6,500.00)
AI 7e.2 Station 23 Safeway Restoration (Change Order $3,071.26)
AI 7f.1 Benchmark Insurance (Workman’s Compensation Insurance Departments - $42,322)
AI 7f.2 Benchmark Insurance (Workman’s Compensation Insurance District Board - $752.00)
AI 11a. KLVFD Performance Report 190930

PERSONS WHO WISH TO BE HEARD SHALL COMPLETE A SPEAKER REQUEST CARD, AND SUBMIT THE CARD TO THE DISTRICT CLERK PRIOR TO THE AGENDA
1. **AGENDA**

   1a. **Call to Order**
   Chairman Allen called the Final Public Hearing to order 6:00 p.m.

   1b. **Pledge of Allegiance**
   Commissioner Conklin led the Pledge of Allegiance.

   1c. **Roll Call**
   Vicky Fay called the roll. The following Commissioners were present: Tony Allen, Frank Conklin, George Mirabella, and Danny Powers. Bob Thomas was out of town. There was a quorum.

   Also present were: Don Bock, Vicky Fay, David Garrido, Jennifer Johnson, CJ Jones and Gaelan Jones, Esq. The meeting was held at Station 24.

   1d. **Approval of Agenda**
   
   **MOTION:** Commissioner Powers made a motion to approve the September 23, 2019 Final Public Hearing Meeting Agenda. Commissioner Mirabella seconded, and the Board unanimously passed the motion.

2. **PUBLIC COMMENT**
   None

3. **DISCUSSION: Proposed District Budget FY 2019-2020**
   Jennifer Johnson discussed the FY 2019-2010 proposed budget. There were no changes to the budget.

   The proposed millage rate is 1.000 mil, which is greater than the rolled-back rate of 0.9440 by 5.93%. The taxable value is $3,585,678,529. The projected income is: Ad Valorem taxes $3,478,108; Intergovernmental Transfer for Infrastructure $150,000; SAFER Grant $164,869, and Interest $12,000.

   The District Board projected expenditures are $552,873 including $327,873 in operational expenses and reserve transfers to the Vehicle Replacement Fund of $225,000.

   The Fire Department projected operational expenses are $1,822,017 and a Capital Budget of $169,000 for total Fire Department expenses of $1,991,017.

   The Ambulance Corps projected operational expenses are $659,887 and a Capital Budget of $257,012 for total Ambulance Corps expenses of $916,899.
DISCUSSION: Proposed District Budget FY 2019-2020 (Continued)

The total proposed District Budget for FY 2019-2020 is $6,094,758, which includes an Unassigned Fund Balance of $2,311,084, Committed Trauma District Fund Balance of $22,771 and Committed Vehicle Replacement Fund Balance of $525,114.

4. ADJOURN

Commissioner Mirabella made a motion to adjourn, which was seconded by Commissioner Powers at 6:05 pm, and unanimously passed by the Board.

DOCUMENTS
1d. Budget Workshop Agenda
3.0 Proposed District Budget FY 2019-2020
DISTRICT MEETING MINUTES
September 23, 2019 – DRAFT

1. **AGENDA**
   1a. **Call to Order**
       Chairman Allen called the District Meeting to order at 6:05 p.m.

   1b. **Roll Call**
       Vicky Fay called the roll. The following Commissioners were present: Tony Allen, Frank Conklin, George Mirabella, and Danny Powers. Bob Thomas was out of town. There was a quorum.

       Also present were: Don Bock, Vicky Fay, David Garrido, Jennifer Johnson, CJ Jones, and Gaelan Jones Esq. The meeting was held at Station 24.

2. **APPROVAL OF AGENDA & MINUTES**
   2a. **Approval of September 23, 2019 District Meeting Agenda**

       **MOTION:** Commissioner Mirabella made a motion to approve the September 23, 2019 District Meeting Agenda. Commissioner Powers seconded, and the Board unanimously passed the motion.

   2b. **Approval of Minutes**

       2b.1 **September 9, 2019 1st Public Hearing Meeting Minutes**

       **MOTION:** Commissioner Mirabella made a motion to approve the September 9, 2019 1st Public Hearing Meeting Minutes. Commissioner Conklin seconded, and the Board unanimously passed the motion.

       2b. **September 9, 2019 District Meeting Minutes**

       **MOTION:** Commissioner Mirabella made a motion to approve the September 9, 2019 District Meeting Minutes. Commissioner Conklin seconded, and the Board unanimously passed the motion.

3. **PUBLIC COMMENT**
   There were no comments from the General Public.

4. **CHAIRMAN REPORT**
   None
5. **SECRETARY REPORT**
   None

6. **OLD BUSINESS**
   6a. **Fire Hydrant Report**
       Vicky Fay reported the drawings are being prepared by Reynolds Engineering for FY 2019-2020, so an Invitation to Bid can be issued in October.

7. **NEW BUSINESS**
   7a. **MOTION/APPROVAL: Resolution #2019-006**
       The Clerk read Resolution 2019-006 into the record.

       **MOTION:** Commissioner Powers made a motion to approve Resolution #2019-006 to Adopt a Final Millage of 1.0000 mil, which is greater than the rolled-back rate of 0.9440 mills by 5.93%. Commissioner Conklin seconded.

       The vote was as follows: Conklin (Yes), Mirabella (Yes), Powers (Yes), Allen (Yes) and Commissioner Thomas (Absent). The motion passed unanimously.

   7b. **MOTION/APPROVAL: Resolution #2019-007**
       The Clerk read Resolution 2019-007 into the record.

       **MOTION:** Commissioner Conklin made a motion to approve Resolution #2019-007 to Adopt a Final Budget for FY 2019-2020 of $6,094,758. Commissioner Powers seconded.

       The vote was as follows: Mirabella (Yes), Powers (Yes), Conklin (Yes), Allen (Yes) and Thomas (Absent). The motion passed unanimously.

   7c. **MOTION/APPROVAL: KLVFD Budget Line-Item Transfer ($17,000)**
       Jennifer Johnson discussed the Budget Line Item Transfer for the KLVFD in the amount of $17,000.

       The following accounts were decreased: Capital Outlay (Small Tools) $11,000; Utilities (Water) $4,000; Training (Out of Area) $1,075 and Training (Education) $925.

       The following accounts were increased: Operating Supplies $11,000; Repairs & Maintenance (Equipment) $3,500; and Repairs & Maintenance (Buildings) $2,500.

       **MOTION:** Commissioner Mirabella made a motion to approve the Budget Line-Item Transfer in the amount of $17,000. Commissioner Powers seconded. The motion passed unanimously.
7d. DISCUSSION: State of Emergency
Commissioner Mirabella discussed the Department of Interior Bulletin #18-02, which provides the Pay Plan for Emergency Workers.

7e. DISCUSSION: Committee Scope Fire Department Organizational Structure
The Board discussed the Fact-Finding Committee. The areas of inquiry include:

- Gather facts necessary to determine the process for making Department firefighters employees of the District.
- Gather facts necessary to determine the process for making Ambulance Corps EMS personnel employees of the District.
- Gather facts on impact of continuing to operate under 501(c)(3), on topics included but not limited to: Grants, Cancer Coverage, Benefits Generally and Payroll.

No interactions between Committee and Board members, outside of regularly noticed District meetings. All Committee findings will be reported to Board as an agenda item. The Committee Chairman shall request an item be added to the District meeting agenda for discussion when findings are to be presented to the Board.

The deadline to renew the contract is October 31, 2019.

8. FINANCIAL REPORT
No report.

9. LEGAL COUNSEL REPORT
No report.

10. AMBULANCE CORPS REPORT
The mold repair is starting at the KLVAC Building.

11. FIRE DEPARTMENT REPORT
A new firefighter training class will begin in October.

12. COMMISSIONER ITEMS
Commissioner Mirabella thanked the department for the boot drive to support the Women’s Abuse Shelter.

13. NEXT MEETING
13a. District Meeting October 14, 2019
Commissioner Mirabella will be out of town on October 28th. The next meeting will be October 14, 2019.

(See Next Page)
14. **ADJOURN**

**MOTION:** Commissioner Mirabella made a motion to *adjourn the meeting at 6:32 pm*, which was seconded by Commissioner Powers.

**NEXT MEETINGS**
- October 14, 2019 District Meeting (if required)
- October 28, 2019 District Meeting
- November 4, 2019 District Meeting (if required)
- November 18, 2019 Strategic Planning Workshop
- November 18, 2019 District Meeting
- December 2, 2019 District Meeting (if required)
- December 18, 2019 District Meeting

**DOCUMENTS**

- Al 2a. District Meeting Agenda
- Al 2b.1 September 9, 2019 Budget Workshop Meeting Minutes
- Al 2b.2 September 92, 2019 District Meeting Minutes
- Al 7a. Resolution 2019-004 Levy of Tax
- Al 7b. Resolution 2019-005 Tentative Proposed Budget
- Al 7e. KLVAC Station 23 Mold Repair
- Al 7i. Travel Authorization Commissioner Mirabella FASD Conference $50.00
- Al 7j. Reynolds Engineering Proposal to Prepare Phase 8 Fire Hydrant Drawings $9,325.00
- Al 10a. KLVAC Monthly Report 190831
Invitation to Bid No. 20-001

FIRE HYDRANT INSTALLATION

Submissions must be in an envelope separate from any express mail or courier envelopes.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a “Sealed Proposal”.

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SEAL PROPOSAL •

DO NOT OPEN

SOLICITATION NO.: 20-001
SOLICITATION TITLE: FIRE HYDRANT INSTALLATION
SUBMISSION DUE DATE: November 25, 2019 by 4:00 p.m.

SUBMITTED BY:

(Name of Company)

DELIVER TO:

Vicky Fay, KLFR&EMS District Clerk c/o Vernis & Bowling of the Florida Keys, P.A.
Islamorada Professional Center, 3rd Floor
81990 Overseas Highway
Islamorada, Florida 33036
INVITATION TO BID

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on FRIDAY, NOVEMBER 26, 2019 at 9:00 a.m. the Key Largo Fire Rescue & Emergency Medical Services District will open sealed proposals for the following:

INVITATION TO BID NO. 20-001
FIRE HYDRANT INSTALLATION

Sealed proposals for the installation of Fire Hydrants in various locations in Key Largo, Florida will be received by the Key Largo Fire Rescue & Emergency Medical Services District ("District") by Vicky Fay, District Clerk, care of Vernis and Bowling of the Florida Keys, Islamorada Professional Center, 3rd Floor, 81990 Overseas Highway, Islamorada, Florida 33036, until 4:00 p.m. local time on the 25th day of October, 2019 at 4:00 p.m. Any bids received after the time and date specified will not be considered, remain unopened, and become the property of the District.

The District seeks a Contractor to install 16 fire hydrants in Key Largo, Florida. The locations for the installation of the fire hydrants are set forth in the attached Appendices A and B. The installation of additional fire hydrants may be requested at a later date but it should not be included in the bid proposal.

In order to perform public work, the successful bidder shall hold or obtain such Contractors and Business Licenses as required by State Statutes.

The Governing Board of Commissioners of the Key Largo Fire Rescue & Emergency Medical Services District reserves the right to reject any and all bids, in whole or in part, to waive any irregularities or informalities in any bid, and to award to any party considered in the best interest of the District.

REQUESTING AGENCY:

Key Largo Fire Rescue & Emergency Medical Services District
P.O. Box 371023, Key Largo, FL 33037
I. Instructions for Bids

Submit an original and at least three copies of the bid in a sealed envelope separate from any express mail or courier envelopes. The proposal should be mailed or delivered to the following address to be received no later than NOVEMBER 25, 2019 4:00 pm (EST):

Vicky Fay, District Clerk c/o
VERNIS & BOWLING OF THE FLORIDA KEYS, P.A.
(SEALED BID – DO NOT OPEN)
Islamorada Professional Center, 3rd Floor
81990 Overseas Highway
Islamorada, Florida 33036

Any questions regarding the ITB proposal or requirements should be directed to Gaelan Jones or Dirk Smits no later than NOVEMBER 12, 2019 by 4:00 p.m. All questions must be submitted in writing, via email to: gjones@florida-law.com or dsmits@florida-law.

Answers to all questions received will be posted on the District website for the benefit of all interested parties by NOVEMBER 15, 2019 4:00 p.m. No phone calls will be accepted. Bidders may not communicate with the District Board Commissioners regarding their bids, and are cautioned against non-written communication with District staff or Key Largo Fire Department personnel during the ‘quiet period’.

II. Evaluation Procedure

The District Selection Committee will evaluate and rank the proposals. Any and all questions should be made through Gaelan Jones or Dirk Smits at Vernis & Bowling of the Florida Keys. Any attempts to lobby or persuade through other channels may result in disqualification. Among the factors to be considered by the committee in evaluating the proposals are:

1. Fire hydrant installation experience;
2. Experience and physical presence in Monroe County, FL;
3. Ability and experience of personnel to be assigned to the services;
4. Credibility and response of client references;
5. Availability for advice and guidance;
6. Suitability of proposal to meet the needs of the District.
Additional criteria which may be used by the District include; size of company, the District’s past experience with company, financial status of company, capabilities of management and employees, labor relations, bonding capacity, reputation of company among its peers, location of company, professional credentials, service after sale, customer references, and the existence of a Drug Free Workplace Program.

III. Statement of Purpose / Scope

The District is seeking proposals from contractors capable of installing 16 fire hydrants in Key Largo, Florida at the locations identified in attached Appendix A.

The contract term is anticipated to begin on or before DECEMBER 10, 2019.

The work to be performed under the contract comprises of the general construction and installation of 15 fire hydrants. General Notes and Specifications for the construction and installation of the fire hydrants can be found on the document titled Fire Hydrant Details Key Largo Fire District that is included in attached Appendix A. All hydrants are numbered and shall be installed in the order of priority according to the District. The contractor shall provide and pay for all labor, material, tools, construction equipment, machinery and other facilities and services necessary for the proper execution and completion of the work.

IV. Minimum Qualifications

The prospective bidders must meet the statutorily prescribed requirements before the Contract will be awarded by the District.

The District reserves the right before awarding the Contract to require a Bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to the District of the financial, technical, and other qualifications and abilities of a Bidder. The Bidder must submit in letter form, with the Proposal, a statement of their qualifications to perform in a satisfactory manner, and within the time specified, and in fulfillment of all applicable provisions of the Contract Documents, all of the work to which their bid pertain. Bidder must submit information as to the following Qualification Requirements:

A. The Bidder has the authorization to conduct business and holds at a minimum, an Underground Utility Contractor’s license for the installation of water distribution systems, water main extensions or similar type work or a General Contractor’s license for construction of building structures, and valid certifications of competency of
qualifications, (issued by the public agencies having jurisdiction of the area where the project is located) required to perform the work proposed by these Contract Documents.

B. The Bidder has the financial resources deemed necessary to permit the project to proceed without interruption and complete as specified herein.

C. The Bidder has a well-trained and competent organization which has done work of similar character and magnitude. An organizational structure as intended, including total manpower, to complete the project will be submitted with the Bidder’s proposal.

D. The Bidder will have adequate equipment available to do the work at the proper time. A complete list of all equipment intended for use on this project will be submitted with the Bidder’s proposal.

E. The Bidder has ample repair parts and supplies to maintain all District facilities properly, and with a minimum of delay.

The Contract will be awarded only to a Bidder who, in the opinion of the District, is fully qualified to perform the work proposed by these Contract Documents.

At the request of a Bidding Contractor, the District may accept evidence of qualification with other agencies of the State of Florida in lieu of all or a portion of the above Qualification Requirements.

V. Bidder’s Understanding

Each Bidder must inform itself of the conditions relating to the execution of the work, and it is assumed that Bidder will inspect the site and make himself thoroughly familiar with all of the Contract Documents. Failure to do so will not relieve the successful Bidder of Bidder’s obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder’s obligation to verify for itself and to Bidder’s complete satisfaction all information concerning site and subsurface conditions. Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with all Federal, State, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not
limited to, applicable regulations concerning minimum wage rates, nondiscrimination in
the employment of labor, protection of public and employee safety and health,
environmental protection, the protection of natural resources, fire protection, burning
and nonburning requirements, permits, fees, maintenance of traffic and similar subjects.

VI. Bid Security
Proposals must be accompanied by, a certified check, or cashier’s check drawn on any
State or National Bank, or a bid bond issued by a Surety authorized to issue such
bonds in the State where the work is located, in the amount of 5 percent of the
total amount of the proposal submitted. This bid security shall be given as a
guarantee that the Bidder will execute the attached Contract and furnish properly
executed Performance and Payment Bonds (If Applicable), each in the full amount of
the Contract price within the time specified.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a
notarized copy of his/her power-of-attorney as evidence of his authority to bind the
Surety on the date of execution of the bond. Where State Statute requires,
certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, Bidder shall use the Bid Bond form bound
herewith, or one conforming substantially thereto in form and content.

VII. Return of Bid Security
Within 45 days after the award of the Contract, the District will return the bid securities
to all Bidders whose Proposals are not to be further considered in awarding the Contract.
Retained bid securities will be held until the Contract has been finally executed, after
which all bid securities, other than Bidders’ bonds and any guarantees which have been
forfeited, will be returned to the respective Bidders whose Proposals they
accompanied.

VIII. General Requirements
1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. The work of this contract comprises of the construction and
installation of 16 fire hydrants. The location of the work is
in Key Largo, Florida. The specific locations of the 16 fire
hydrants are located in attached Appendix A. All hydrants
are numbered and shall be installed in the order of priority set forth in Appendix A. Installation and priority will be followed based on available funds.

B. Except as specifically noted, the Contractor shall provide and pay for:

1. Labor, materials, tools, construction equipment, and machinery.

2. Other facilities and services necessary for proper execution and completion of the work.

C. The Contractor shall comply with all codes, ordinances, rules, regulations, orders, and other legal requirements of the District, Monroe County, FDOT, DEP, and the Army Corps of Engineers.

1.2 LOCATIONS OF UTILITIES

A. Information shown on the drawings as to the location of existing utilities has been prepared from the most reliable data available to the District; however, this information is not guaranteed and it shall be the Contractor's responsibility to determine the location, character, and depth of any existing utilities. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from Contractor's activities. The Contractor shall be fully responsible for any damage to utilities resulting from Contractor's operation.

B. The Contractor shall determine any conflicts between existing utilities, or other structures or facilities, with the alignment or gradient of the proposed work, and report such conflicts to the District, sufficiently in advance of Contractor's construction operations so that proper adjustments in the alignment or gradient of the proposed work may be planned by the District to avoid such conflicts. The District shall not be liable for any cost or added expenses to the Contractor for delays, or for the necessary adjustment of previously installed work to avoid such conflicts, due to the Contractor's failure to advise the District of such conflicts adequately in advance of Contractor's construction operations.
C. The Contractor shall excavate and uncover all existing water mains to determine the exact elevations, locations, type, and size of the mains and service lines sufficiently in advance of Contractor's work, and prior to submittal of applicable shop drawings, to ensure that all required materials are available when connections to the existing mains and services are to be made.

D. The Contractor shall be responsible for furnishing such fittings, couplings, adaptors, and specials as required to make connections to the existing water mains, services, and meters in accordance with the details shown on the drawings. No claims for delay or extra cost will be allowed due to changes in the location, elevation, type, or size of the main or service line from those shown on the Drawings.

1.3 CONSTRUCTION SEQUENCE

A. All work is to be performed in such a manner and sequence that interruptions of service to the existing customers shall be kept at a minimum. The Contractor shall fully coordinate and obtain the approval of the District and the Florida Keys Aqueduct Authority of Contractor’s proposed sequence of operations for making connections to the existing water mains and services.

B. All existing water mains and services shall remain in service until the new pipe and services have been satisfactorily installed, including flushing, pigging, pressure testing, disinfection, and obtaining bacteriological clearances. The Contractor may flush, pig, test, and disinfect portions of the work prior to completion of all the proposed new construction. The new water lines and meter services will be pressure tested and disinfected together as one system or unit up to and including the lockable curb or meter stop. The Contractor shall provide the customer with a written notice 48 hours prior to the interruption of service in a method approved by the District.

C. The Contractor shall coordinate with the Florida Keys Aqueduct Authority to ensure temporary service to customers if the integrity of the existing mains cannot be
maintained. Temporary mains shall be considered incidental and costs for such must be included in the bid price for new water main work.

D. In the event that any unforeseen circumstances require an alteration to the work, the contractor shall immediately notify the District and submit a formal Change Order to be approved by the District before undertaking such work. The District must authorize any Change Orders prior to the commencement of any additional work. Quotations for alterations to work shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, material, rentals, approved services, overhead and profit. The District may require detailed data in order to substantiate the reasonableness of the proposed costs.

Any compensation paid in conjunction with the terms of the Change Order shall comprise total compensation due the Contractor for the work or alteration defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the interruption of schedules, extended overhead, delay, disruption, inefficiency, or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject Change Order.

E. Prior to the commencement of any work on private property, the Contractor shall contact the occupants of the home or establishment to inform them of the work which must be done, and provide them with at least 48 hours of advance notice of any interruption of water service. The Contractor shall inform the occupants as to when and approximately how long the water will be shut off. Every effort shall be made to minimize the inconvenience to the customers, and in no event shall the time of interruption of water service be in excess of two hours.

1.4 PROPERTY OWNER’S APPROVAL

If not previously acquired by District, the Contractor shall be
responsible for obtaining the written authorization from each property owner to perform work on their property. The District will assist the Contractor in obtaining written authorization from the property owner in the event the Contractor is unable to obtain the written authorization. Work shall not commence on any private property until the owner’s authorization for that property is obtained.

1.5 SILTATION AND BANK EROSION

The Contractor shall take adequate precautions as directed by District or regulatory agencies to minimize siltation and bank erosion in the vicinity of wetlands or coastline, in discharging well point systems, or during other construction activities (including flushing and disinfection of mains).

1.6 STORAGE OF MATERIALS

A. Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. The District will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the District. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to the District before any payment for same will be made. Materials may be strung out along the line of construction as approved by the FDOT, the District, or Monroe County.

B. When storing materials on private property, the Contractor shall submit in writing the property owner’s authorization to do so and provide any and all permits that may be required at no expense to the District.

1.7 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way
affected by the work, the removal or destruction of which is not called for by the drawings. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the District.

1.8 CLEAN UP

A. The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for the alteration by the Contract Documents. Clean up and restoration shall be accomplished daily throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in Contractor’s operation. It is the intent of this Specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be immediately restored to original condition. All clean-up is subject to approval by the District and FDOT, and/or Monroe County.

B. When water service has been restored through new service lines, there shall be no delay in removal of old meter boxes and service pipe, and the restoration of grounds. As soon as possible, the premises and grounds shall be restored to conditions existing prior to the pipe installation, as far as practicable. Any holes or depressions, caused by the Contractor’s work, shall be filled with sand or other suitable fill material, and all surfaces shall be left smooth. Any damage to buildings, shrubs, trees, plantings or paving shall be repaired, and any damaged areas of lawn shall be re-sodded. The Contractor shall answer to any complaints of occupants or property owners. All new or existing meter boxes will be installed or reinstalled such that the top is flush with existing grade. On-site customer service pipe shall be buried appropriately.

1.9 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct work as to ensure the
least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the District, Monroe County, FDOT, Police, and Fire Department. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A temporary cold asphalt patch is acceptable.

1.10 SAFETY AND OSHA COMPLIANCE

A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

B. The Contractor shall comply in all respects with the applicable Workman’s Compensation Law.

1.11 CONTRACTOR’S USE OF PREMISES

A. Coordinate use of premises under direction of the District.

B. Assume full responsibility for the protection and safe keeping of equipment and materials stored on the site.

C. Move any stored products, under Contractor’s control, which interfere with operations of the District or separate Contractor.

1.12 SALVABLE MATERIALS

All salvable pipe fittings, valve boxes, or other miscellaneous materials removed during construction and not used in the work shall be cleaned and delivered to the District, at the Contractor’s expense, and shall remain the property of the District. All other materials shall be disposed of by the Contractor at Contractor’s own expense. No
separate payment for this work shall be allowed.

1.13 PRE-OPERATIONAL TESTING

After each hydrant is installed, the Contractor shall inform the District. The District will test each hydrant to verify that it is fully operational and meets with the District’s approval.

IX. Proposal Format & Proposer Information

In order to simplify the review process and to obtain the maximum degree of comparability, proposers should present their proposals in essentially the following manner. The following outline suggests how a proposal is to be organized to include all the information called for in the RFP. Proposers are encouraged to submit suggestions on methods not included in the proposal requirements and/or specifications that meet or exceed the needs of the District.

1) Title Page: Show the RFP subject, the name of the proposer’s company, local address, telephone number, name of the contact person, e-mail address, and date.

2) Letter of Transmittal: Please limit to no more than two pages.
   a) Briefly state the proposer’s understanding of the work to be done and make a positive commitment to perform the work.
   b) Give the names of the persons who will be authorized to make representations for the proposers, their titles, addresses and telephone numbers.

3) Profile of the Proposer:
   a) State whether the company is local, national or international.
   b) Give the location of the office(s) from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office(s).

4) Summary of the Proposer’s Qualifications:
   a) Identify the personnel who will be providing the services requested. Provide a brief summary or resume for each supervisory person, employee and/or staff, to be assigned to provide the services. (Additional resumes may be included as an appendix.)
   b) Describe recent experience regarding the provision of services to governmental entities and/or organizations, citing specific engagements.
   c) The Proposer should supply corporate background information such as a brief corporate history, and a list of corporate references (Dunn & Bradstreet listing, et al).
d) Any certificates, certifications, licenses or other qualifications.

5) **Cost of Services and Materials:** Include in this section the detailed breakdown of the cost of services and materials. Proposers are encouraged to provide hourly rates for contractors, employees, and subcontractors as may be applicable to the Contractor’s Company. If items are ‘flat fee’ or fixed please specify such services.

6) **Subcontracting:** The Proposer must describe in their proposal, all responsibilities that the Proposer anticipates assigning or subcontracting, identify all the subcontractors and also describe how the Proposer will manage these subcontractors. The Proposer will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors’ employees.

7) **Proposal Details:** Provide information and the ability and method of the proposer’s method of delivery of the services, include as applicable any accounting or financial systems, innovative techniques or technology used in the provision of services.

### Schedule of Events – 2019-2020

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/21/2019</td>
<td></td>
<td>Release of Solicitation/Legal Notice</td>
</tr>
<tr>
<td>11/12/2019</td>
<td>4:00 PM</td>
<td>Last Day for Submission of Written Questions</td>
</tr>
<tr>
<td>11/15/2019</td>
<td>5:00 PM</td>
<td>Post Answers to Written Questions</td>
</tr>
<tr>
<td>11/25/2019</td>
<td>4:00 PM</td>
<td>Proposals Due</td>
</tr>
<tr>
<td>11/26/2019</td>
<td>9:00 AM</td>
<td>Bid Opening - KLVFD Station 24, Key Largo, FL</td>
</tr>
<tr>
<td>11/29/2019</td>
<td>10:00 AM</td>
<td>Bid Committee Review &amp; Ranking</td>
</tr>
<tr>
<td>12/01/2019</td>
<td></td>
<td>Notice of Intent</td>
</tr>
<tr>
<td>12/09/2019</td>
<td></td>
<td>Board Meeting (Award Recommendation)</td>
</tr>
<tr>
<td>12/10/2019</td>
<td></td>
<td>Contract Effective Date</td>
</tr>
</tbody>
</table>

Dates in the Schedule of Events may change upon availability of funds.

8) **Additional Data:** Include in this section any additional data which the proposer feels will assist the District Selection Committee in the selection process.
X.   Additional Information

Evaluation & Selection Process: Following the opening of the RFP package, the contents will be reviewed for compliance of eligibility requirements, completeness of submission in terms of the specification set forth in this document. This evaluation will be scored based on the Selection Criteria/Score Sheet labeled as Appendix B.

Contract: Proposers will be required to enter into a written contract as supplied by the District. If a contract for delivery of the service or goods is unable to be completed within a reasonable amount of time the District may enter into contract negotiation with the Proposer ranked second. This process may continue until an agreement is reached. The District may also enter into a contract with one (1) or more Proposers.

XI. Conditions and Limitations

1. The District reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.

2. The District may consider all proposals and reserves the right to award the contract(s) in the best interest of the District Board.

3. The District will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.

4. Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.

5. Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Key Largo Fire Rescue & Emergency Medical Services District or District Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.

6. The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the District Board.

7. The District and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the District reserves the right to select an alternative proposer.
8. The District reserves the right to terminate any contract resulting from this proposal at any time for convenience, upon giving thirty (30) days prior written notice to the other party.

9. The Key Largo Fire Rescue & Emergency Medical Services District is an independent special taxing district. As such, the Consultants’ Competitive Negotiation Act (CCNA) and Chapter 287 concerning competitive solicitation of construction projects apply to the District. Absent legislative requirements, other statutes, such as 287.057 regarding procurement of commodities or contractual services and Ch. 120, F.S., the Administrative Procedures Act may not apply. As such, the District Board may waive statutory requirements that do not apply to the District if the District Board finds the procurement was made in a fair and open process and that all bidders had an equal opportunity to present bids.

10. Non-Discrimination: There shall be no discrimination as to race, sex, color, creed, or national origin in operations conducted under this contract.

11. Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned without the written consent of the District.

12. Drug Free Workplace: Pursuant to §287.087, F.S., whenever two or more bids, proposals or replies are equal with respect to price, quality, and service, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program may be given preference in the award process.
## Appendix A – FIRE HYDRANT PRIORITY & LOCATIONS

<table>
<thead>
<tr>
<th>FY 19-20</th>
<th>HYDRANT LOCATION</th>
<th>INSTALLATION PRIORITY</th>
<th>FKAA APPROVED HYDRANT LOCATION</th>
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<tbody>
<tr>
<td>19-01</td>
<td>US1 (Southbound) and Coastal Drive Entrance - FDOT approval required</td>
<td>12</td>
<td>Coastal Drive &amp; Overseas Highway</td>
</tr>
<tr>
<td>19-02</td>
<td>US1 southbound MM97 (Budget Car rental) 97300 O/S Hwy - FDOT approval required</td>
<td>5</td>
<td>97300 Overseas Highway</td>
</tr>
<tr>
<td>19-03</td>
<td>US1 and Second Avenue</td>
<td>4</td>
<td>Second Avenue</td>
</tr>
<tr>
<td>19-04</td>
<td>US1 SB (97340 O/S Hwy) 97340 O/S Hwy - FDOT approval required</td>
<td>11</td>
<td>97340 Overseas Highway</td>
</tr>
<tr>
<td>19-05</td>
<td>US1 NB (97251 O/S Hwy - FDOT approval required</td>
<td>14</td>
<td>97251 Overseas Highway</td>
</tr>
<tr>
<td>19-06</td>
<td>US1 NB (Catamaran Boatyard 97951 O/S Hwy) - FDOT approval required</td>
<td>1</td>
<td>97951 Overseas Highway</td>
</tr>
<tr>
<td>19-07</td>
<td>Coco Plum Road South (mm 98) - FDOT approval required</td>
<td>15</td>
<td>Coco Plum Road &amp; Overseas Highway</td>
</tr>
<tr>
<td>19-08</td>
<td>US 1 SB (in front of Keys Bite 99000 Overseas Highway - FDOT approval required</td>
<td>10</td>
<td>99000 Overseas Highway</td>
</tr>
<tr>
<td>19-09</td>
<td>US1 (EMS BLDG. Northbound or Southbound) (98600 O/S Hwy) - FDOT approval required</td>
<td>9</td>
<td>98600 Overseas Highway</td>
</tr>
<tr>
<td>19-10</td>
<td>Chaple Road 1st Baptist Church</td>
<td>16</td>
<td>Chaple Road</td>
</tr>
<tr>
<td>19-11</td>
<td>US1 NB (Next to Discount auto parts) 99256 O/S Hwy - FDOT approval required</td>
<td>2</td>
<td>99256 Overseas Highway</td>
</tr>
<tr>
<td>19-12</td>
<td>US1 NB (next to circle K) 99810 O/S Hwy</td>
<td>3</td>
<td>99810 Overseas Highway</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>100210</td>
<td>101377</td>
</tr>
<tr>
<td>---</td>
<td>-------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>19-13</td>
<td>US1 NB (Next to Conch House) 100210 o/s Hwy</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>19-14</td>
<td>US1 southbound (101377 O/S Hwy) - FDOT approval required</td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>19-15</td>
<td>NB in front of Enterprise Car Rental (100149 O/S Hwy) e - FDOT approval required</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>19-16</td>
<td>SB in front of Harriett’s Restaurant (95710 O/S Hwy) - FDOT approval required</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Appendix B

**Selection Criteria**  
**RFP No. 20-001**  
**FIRE HYDRANT INSTALLATION**  
*(Bid Review Committee Use Only)*

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Point Value Max.</th>
<th>Point Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cost of Services</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>2. Ability and suitability of proposal to meet the needs of the District</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>3. Fire hydrant installation experience</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>4. Company background, experience and location.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>5. Professional credentials, references and qualifications</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6. Services that exceed specification and add quality to proposal</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** _________
Insured: KEY LARGO EMS
Property: 89600 OVERSEAS HWY
KEY LARGO, FL 33037

Estimator: Skip Felton

Claim Number: NA  Policy Number: NA  Type of Loss: Water/Mold

Date of Loss:  Date Received: 7/15/2019
Date Inspected:  Date Entered: 7/16/2019 1:43 PM
Price List: FLKW8X_JUL19
Restoration/Service/Remodel
Estimate: KEY_LARGO_EMS-DUCTS

While we make every effort to ensure the full accuracy of this estimate, the scope of work may be impacted should we face any unforeseen damages.
KEY_LARGO_EMS-DUCTS

AC

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>REMOVE &amp; REPLACE DUCTWORK IN CREWS QUARTERS</td>
<td>1.00 EA</td>
</tr>
</tbody>
</table>

Grand Total

$6,500.00

Skip Felton

Grand Total Areas:

- SF Walls: 8,982.00
- SF Ceiling: 5,172.00
- SF Floor: 5,172.00
- SF Long Wall: 2,724.00
- SF Ceiling: 574.67
- SY Flooring: 1,767.00
- SF Short Wall: 1,052.00

Grand Total Areas:

- Total Area: 14,154.00
- Interior Wall Area: 1,052.00
- Exterior Wall Area: 5,172.00
- Exterior Perimeter of Walls: 1,052.00
- Surface Area: 0.00
- Number of Squares: 0.00
- Total Ridge Length: 0.00
- Total Hip Length: 0.00

10/4/2019
**Safeway Restoration**

13275 SW 136 ST # 16  
Miami, FL 33186  
305-741-4335

<table>
<thead>
<tr>
<th>Insured:</th>
<th>KEY LARGO EMS</th>
<th>Home:</th>
<th>(305) 389-0766</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property:</td>
<td>89600 OVERSEAS HWY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>KEY LARGO, FL 33037</td>
<td></td>
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</table>

| Estimator:   | Skip Felton |

<table>
<thead>
<tr>
<th>Claim Number:</th>
<th>NA</th>
<th>Policy Number:</th>
<th>NA</th>
<th>Type of Loss:</th>
<th>Water/Mold</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Loss:</th>
<th>Date Received:</th>
<th>7/15/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Inspected:</td>
<td>Date Entered:</td>
<td>7/16/2019 1:43 PM</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Price List:</th>
<th>FLKW8X_JUL19</th>
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</thead>
<tbody>
<tr>
<td>Restoration/Service/Remodel</td>
<td></td>
</tr>
</tbody>
</table>

| Estimate: | KEY_LARGO EMS-CHANGE |

While we make every effort to ensure the full accuracy of this estimate, the scope of work may be impacted should we face any unforeseen damages.
## Trauma Office

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>Acoustic ceiling tile - remove and replace</td>
<td>272.00 SF</td>
</tr>
<tr>
<td>To Remove and replace with new ceiling tile</td>
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</tr>
<tr>
<td>Clean stud wall - Heavy</td>
<td>272.00 SF</td>
</tr>
<tr>
<td>Clean the surface area</td>
<td>272.00 SF</td>
</tr>
<tr>
<td>Clean truss system -</td>
<td>276.00 SF</td>
</tr>
<tr>
<td>Clean suspended ceiling grid</td>
<td>272.00 SF</td>
</tr>
<tr>
<td>Hazardous Mold Cleaning Technician - per hour</td>
<td>6.00 HR</td>
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</table>

### Grand Total

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>$3,071.26</strong></td>
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Skip Felton

---

### Grand Total Areas:

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<th>QTY</th>
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</thead>
<tbody>
<tr>
<td>SF Walls</td>
<td>8,982.00</td>
<td>SF Ceiling</td>
<td>5,172.00</td>
<td>SF Walls and Ceiling</td>
</tr>
<tr>
<td>SF Floor</td>
<td>5,172.00</td>
<td>SY Flooring</td>
<td>574.67</td>
<td>LF Floor Perimeter</td>
</tr>
<tr>
<td>SF Long Wall</td>
<td>2,724.00</td>
<td>SF Short Wall</td>
<td>1,767.00</td>
<td>LF Ceil. Perimeter</td>
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</tbody>
</table>

<table>
<thead>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>Floor Area</td>
<td>0.00 Total Area</td>
<td>0.00 Interior Wall Area</td>
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</tr>
<tr>
<td>0.00</td>
<td>Exterior Wall Area</td>
<td>0.00 Exterior Perimeter of Walls</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>QTY</th>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>Surface Area</td>
<td>0.00 Number of Squares</td>
<td>0.00 Total Perimeter Length</td>
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</tr>
<tr>
<td>0.00</td>
<td>Total Ridge Length</td>
<td>0.00 Total Hip Length</td>
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<td></td>
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---

_safeway restoration_  
13275 SW 136 ST # 16  
Miami, Fl. 33186  
305-741-4335

KEY_LARGO_EMS-CHANGE  
10/3/2019  
Page: 2

KEY_LARGO_EMS-CHANGE  
10/3/2019  
Page: 2
Prepared For:  Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.
1 East Drive
Key Largo, FL 33037

Primary Producer: Bouchard Insurance
8191 College Parkway
Fort Myers, FL 33913-8989
2399854536

BILLING CYCLE AND PAYMENT INFORMATION

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Payment Due Date</th>
<th>Invoice Number</th>
<th>To Pay In Full</th>
<th>Amount Due This Invoice</th>
</tr>
</thead>
<tbody>
<tr>
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<td>10/01/2019</td>
<td>7711901103363</td>
<td>$43,322.00</td>
<td>$43,322.00</td>
</tr>
</tbody>
</table>

Messages
For billing questions please call us at 844-200-7710 or email info@7710insurance.com

Please be sure to write your policy number on your check.

Prepared For:  Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.

Mail this payment coupon along with a check or money order payable to:

Benchmark Insurance
PO Box 413156
Salt Lake City, UT 84141-3156

Payment Information

<table>
<thead>
<tr>
<th>Policy Number: FPD190944-02</th>
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<tbody>
<tr>
<td>Invoice Number: 7711901103363</td>
</tr>
<tr>
<td>Payment Due Date: 10/01/2019</td>
</tr>
<tr>
<td>To Pay In Full: $43,322.00</td>
</tr>
<tr>
<td>Total Due: $43,322.00</td>
</tr>
<tr>
<td>Amount Paid: $</td>
</tr>
</tbody>
</table>
1. The Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.
Mailing Address: 1 East Drive
Key Largo, FL 33037

2. The policy period is from 10/01/2019 12:01 a.m. to 10/01/2020 12:01 a.m. standard time at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: FL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- Bodily Injury by Accident: $1,000,000 each accident
- Bodily Injury by Disease: $1,000,000 policy limit
- Bodily Injury by Disease: $1,000,000 each employee


D. This policy includes the schedule and endorsements listed on Schedule of Forms and Endorsements attached hereto.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information set forth below and on the attached Schedules of Classifications is subject to verification and change by audit.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Estimated Annual Premium</td>
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</tr>
<tr>
<td>Total Estimated Taxes and Surcharges</td>
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</tr>
<tr>
<td>Total Estimated Policy Costs</td>
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</tr>
<tr>
<td>Deposit Premium</td>
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</tr>
<tr>
<td>Minimum Premium</td>
<td>$750</td>
</tr>
</tbody>
</table>

Producer: Bouchard Insurance
8191 College Parkway, Suite 202, Fort Myers, FL 33913-8981
In witness whereof, Benchmark Insurance Company has caused this policy to be signed by its president and secretary.

Andrew M. O’Brien  
President

Julie Baron  
Secretary

Named Insured:  Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.
Policy #:  FPD190944-02
Policy Period:  10/01/2019 - 10/01/2020
## Item 3. D. Extension Schedule

### Schedule of Forms and Endorsements

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Edition</th>
<th>Description</th>
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<tbody>
<tr>
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<td>Information Page</td>
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<tr>
<td>WC 00 00 01 EXT</td>
<td>8/11</td>
<td>Classification of Operations</td>
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<tr>
<td>WC 00 00 00 B</td>
<td>7/11</td>
<td>Workers Compensation and Employers Liability Insurance Policy</td>
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<td>WC 00 04 04</td>
<td>4/01</td>
<td>Pending Rate Change Endorsement</td>
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<tr>
<td>WC 00 04 06 A</td>
<td>7/01</td>
<td>Premium Discount Endorsement</td>
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<tr>
<td>WC 00 04 14 A</td>
<td>1/01</td>
<td>Notification of Change in Ownership Endorsement</td>
</tr>
<tr>
<td>WC 00 04 19</td>
<td>1/01</td>
<td>Premium Due Date Endorsement</td>
</tr>
<tr>
<td>WC 09 03 03</td>
<td>8/01</td>
<td>Employers Liability Coverage Endorsement</td>
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<tr>
<td>WC 09 04 01</td>
<td>6/01</td>
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<td>WC 09 04 03 B</td>
<td>1/01</td>
<td>Terrorism Risk Insurance Program Reauthorization Act Endorsement</td>
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<td>WC 09 04 07</td>
<td>7/01</td>
<td>Non-Cooperation with Premium Audit Endorsement</td>
</tr>
<tr>
<td>WC 09 04 08</td>
<td>10/01</td>
<td>Florida Insufficient Funds Endorsement</td>
</tr>
<tr>
<td>WC 09 06 06</td>
<td>10/01</td>
<td>Employment and Wage Information Release Endorsement</td>
</tr>
</tbody>
</table>

---

**Insured:** Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.

**Policy Number:** FPD190944-02

**Effective Date:** 10/01/2019
### Schedule of Forms and Endorsements

<table>
<thead>
<tr>
<th>NAMED INSUREDS:</th>
<th>FEIN #:</th>
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<tbody>
<tr>
<td>Key Largo Volunteer Ambulance Corps &amp; Key Largo Volunteer Fire Department, Inc.</td>
<td>59-1682537</td>
</tr>
<tr>
<td>Key Largo Volunteer Fire Department</td>
<td>46-2821808</td>
</tr>
<tr>
<td>Key Largo Volunteer Ambulance Corps</td>
<td>59-1682537</td>
</tr>
</tbody>
</table>

**Insured:** Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.  
**Policy Number:** FPD190944-02  
**Effective Date:** 10/01/2019
<table>
<thead>
<tr>
<th>LOC:</th>
<th>Number of Employees:</th>
<th>SIC:</th>
<th>NAICS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>922400</td>
<td>922160</td>
</tr>
<tr>
<td>1 East Dr</td>
<td>Key Largo, FL 33037</td>
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<tr>
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<td>922400</td>
<td>922160</td>
</tr>
<tr>
<td>220 Reef Dr</td>
<td>Key Largo, FL 33037</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>922400</td>
<td>922160</td>
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<td>98600 Overseas Hwy</td>
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<td></td>
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</table>

Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.

Policy Number: FPD190944-02

Effective Date: 10/01/2019
### Schedule of Installments

<table>
<thead>
<tr>
<th>Date Due</th>
<th>Premium</th>
<th>Taxes and Fees</th>
<th>Total Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/01/2019</td>
<td>$43,037</td>
<td>$285</td>
<td>$43,322</td>
</tr>
</tbody>
</table>

**Insured:** Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.

**Policy Number:** FPD190944-02

**Effective Date:** 10/01/2019
**Item 4. Calculation of Premium**

**Schedule of Classifications**

Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.
10/01/2019 - 10/01/2020
Carrier: Benchmark Insurance Company

**State:** FL

<table>
<thead>
<tr>
<th>Classification</th>
<th>Code</th>
<th>Location</th>
<th>Exposure</th>
<th>Rate</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighters - Part time</td>
<td>7704</td>
<td>1</td>
<td>$879,711</td>
<td>5.09</td>
<td>44,777</td>
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<tr>
<td>Ambulance Service Companies And Ems (Emergency Med)</td>
<td>7705</td>
<td>1</td>
<td>$313,082</td>
<td>4.55</td>
<td>14,245</td>
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<tr>
<td>Clerical Office Employees Noc</td>
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<td>1</td>
<td>$56,813</td>
<td>0.18</td>
<td>102</td>
</tr>
</tbody>
</table>

**Total Payroll:** $1,249,606  
**Total Manual Premium:** $59,124

Policy Limits          1.014  828  
Small Deductible Credit 1.000  0  
Coinsurance Credit     1.000  0  
Small Deductible w/Coinsurance Credit 1.000  0  
Safety Credit          0.980  (1,199)  
Drug Free Workplace Credit 0.950  (2,938)  
Experience Modification 0.830  (9,489)  
CCPAP Credit          1.000  0  
Premium Discount       0.929  (3,289)  
Expense Constant       160  160  
Terrorism             0.010  125  

**FL Premium:** $43,322

**Total Estimated Annual Premium:** $43,322
In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy
This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured
You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership’s employees.

C. Workers Compensation Law
Workers Compensation Law means the workers or workmen’s compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen’s compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State
State means any state of the United States of America, and the District of Columbia.

E. Locations
This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies
This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.

2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay
We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend
We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay
We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;

2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;

3. litigation costs taxed against you;

4. interest on a judgment as required by law until we offer the amount due under this insurance; and

5. expenses we incur.

E. Other Insurance
We will not pay more than our share of benefits and costs covered by this insurance and other
insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make
You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:
1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others
We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions
These statements apply where they are required by law.
1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
a. benefits payable by this insurance;
b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies
This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
1. The bodily injury must arise out of and in the course of the injured employee’s employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay
We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.
The damages we will pay, where recovery is permitted by law, include damages:
1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against
such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions
This insurance does not cover:
1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend
We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay
We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:
1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.
F. Other Insurance
We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability
Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for “bodily injury by accident—each accident” is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for “bodily injury by disease—policy limit” is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for “bodily injury by disease—each employee” is the most we will pay for all damages because of bodily injury by disease to any one employee.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others
We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us
There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.
This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.

2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice
Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.

2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.

3. Promptly give us all notices, demands and legal
papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals
All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications
Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration
Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:
1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments
You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium
The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:
1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. Records
You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit
You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.
PART SIX—CONDITIONS

A. Inspection
We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy
If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties
Your rights or duties under this policy may not be transferred without our written consent.

D. Cancelation
1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative
The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.
PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State
Applies to all states listed in 3.A. with the exception of CA, IL, NM, MN, MO, & TX (if those states are included in item 3.A.)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/1/2019 Policy No. FPD190944-02 Endorsement No.
Policy Effective Dates: 10/01/2019 - 10/01/2020 Premium $
Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.
Carrier Name / Code: Benchmark Insurance Company

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PREMIUMDiscountENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. State Estimated Eligible Premium
   FL 0.9290

2. Average percentage discount:

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your Estimated Eligible Premium

   (The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

   Endorsement Effective Date: 10/1/2019 Policy No. FPD190944-02 Endorsement No.
   Policy Effective Dates: 10/01/2019 - 10/01/2020 Premium $
   Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.

   Carrier Name / Code: Benchmark Insurance Company

Countersigned by
90-DAY REPORTING REQUIREMENT-NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/1/2019   Policy No. FPD190944-02
Endorsement No.

Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.   Premium $

Insurance Company   Benchmark Insurance Company

Countersigned by

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PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/1/2019 Policy No. FPD190944-02 Endorsement No.

Policy Effective Dates: 10/01/2019 - 10/01/2020 Premium $

Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.

Carrier Name / Code: Benchmark Insurance Company

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FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

5. This insurance does not cover

   bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2019       Policy No. FPD190944-02       Endorsement No.
Policy Effective Dates: 10/01/2019 - 10/01/2020

Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.

Carrier Name / Code: Benchmark Insurance Company

WC 09 03 03
(Ed. 08-05)
FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by a Florida Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the premium adjustment factor after it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2019
Policy Effective Dates: 10/01/2019 - 10/01/2020
Policy No. FPD190944-02
Policy Effective Dates: 10/01/2019 - 10/01/2020
Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.
Carrier Name / Code: Benchmark Insurance Company

Countsersigned by

FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.


2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
   a. The act is an act of terrorism.
   b. The act is violent or dangerous to human life, property or infrastructure.
   c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
   d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

4. "Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
   a. $100,000,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
   b. $120,000,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
   c. $140,000,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
   d. $160,000,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
   e. $180,000,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
   f. $200,000,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for an portion of Insured Losses that exceed $100,000,000,000.

3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 the Information Page or the Schedule below.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/1/2019 12:00:00AM  Policy No. FPD190944-02  Endorsement No.  
Policy Effective Dates: 10/01/2019 - 10/01/2020  Premium $  
Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.

Carrier Name / Code: Benchmark Insurance Company

WC 09 04 03 B  
(Ed. 01-15)
FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five-Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five-Premium, E. Final Premium of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2019
Policy No. FPD190944-02
Endorsement No.
Policy Effective Dates: 10/01/2019 - 10/01/2020

Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.

Carrier Name / Code: Benchmark Insurance Company

Countersigned by ________________________________
FLORIDA INSUFFICIENT FUNDS ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A of the Information Page. Add the following to Part Six-Conditions of the policy:

**F. Insufficient Funds**

Our rules allow us to impose an insufficient funds fee of up to $15 per occurrence if you make a payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds. However, we will not charge you an insufficient funds fee if the failure in payment resulted from fraud or misuse on your account from which the payment was made and such fraud or misuse was not attributed to you. The Schedule below shows the insufficient funds fee we will impose if you make a payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds.

<table>
<thead>
<tr>
<th>S</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Insufficient Funds Fee</td>
</tr>
</tbody>
</table>

**Note:** Use this endorsement for the collection of an insufficient funds fee only when a carrier has made a separate rule filing with the Office of Insurance Regulation and received approval. For payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check, the selected insufficient funds fee dollar amount must be included in the filing.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(All Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2019  Policy No.  FPD190944-02  Endorsement No.
Policy Effective Dates:  10/01/2019 - 10/01/2020
Insured:  Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.  Premium $

Carrier Name/Code:  Benchmark Insurance Company

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BENCHMARK INSURANCE COMPANY

WORKERS’ COMPENSATION AND EMPLOYERS LIABILITY INSURANCE MANUAL

EXCEPTION PAGE -
FLORIDA

The following is added to the Florida Miscellaneous Rules section of the NCCI Basic Manual:

PREMIUM PAYMENTS BY INSTALLMENT: Upon request of the employer, we will provide a premium payment plan by installment when the annual premium exceeds $1,000.

The Installment Plan will be included on the Extension to the Information Page.

Pay Plan Restrictions Due at Binding Description
Monthly Payroll Reporting Minimum $5,000 Estimated Policy Premium Down Payment (1/12 of Normal Premium) + Policy Expenses^ 12 Reporting forms and payments required (due on the 15th monthly and 1/12 deposit will be credited on 12th report)
Annual None 100% of Estimated Policy Premium Full payment made at inception
Quarterly Pay None Down Payment (30% of Normal Premium) + Policy Expenses^ Balance split across 3 equal payments due approximately every 90 days after inception
Ten Pay None Down Payment (15% of Normal Premium) + Policy Expenses^ Balance split across 9 equal payments due approximately every 30 days after inception

^Policy Expenses include the charge for Terrorism, Catastrophe, Expense Constant, and State Assessment Charges.

INSUFFICIENT FUNDS FEE (Electronic): An insufficient funds fee of $15 per occurrence will be charged if an insured makes a payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds. However, we will not charge the insured an insufficient funds fee if the failure in payment resulted from fraud or misuse on the insured’s account from which the payment was made and such fraud or misuse was not attributed to the insured.

Attach Florida Insufficient Funds Endorsement (WC 09 04 08).

INSUFFICIENT FUNDS FEE (Check or Draft): If a payment is made by check or draft and the instrument is returned because of insufficient funds, we will impose a charge of $20 or 5% of the check amount, whichever is greater.
FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2019  Policy No. FPD190944-02  Endorsement No.
Policy Effective Dates: 10/01/2019 - 10/01/2020  Premium $
Insured: Key Largo Volunteer Ambulance Corps & Key Largo Volunteer Fire Department, Inc.

Carrier Name / Code: Benchmark Insurance Company
Prepared For: Key Largo Fire Rescue and Emergency Medical Services District
PO Box 371
Key Largo, FL 33037

Primary Producer: Bouchard Insurance
8191 College Parkway
Fort Myers, FL 33913-8989
2399854536

BILLING CYCLE AND PAYMENT INFORMATION

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Payment Due Date</th>
<th>Invoice Number</th>
<th>To Pay In Full</th>
<th>Amount Due This Invoice</th>
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</thead>
<tbody>
<tr>
<td>10/01/2019</td>
<td>10/01/2019</td>
<td>7711901103428</td>
<td>$752.00</td>
<td>$752.00</td>
</tr>
</tbody>
</table>

Messages

For billing questions please call us at 844-200-7710 or email info@7710insurance.com

Please be sure to write your policy number on your check.

Prepared For: Key Largo Fire Rescue and Emergency Medical Services District

Mail this payment coupon along with a check or money order payable to:

Benchmark Insurance
PO Box 413156
Salt Lake City, UT 84141-3156
1. The Insured: Key Largo Fire Rescue and Emergency Medical Services District
Mailing Address: PO Box 371
Key Largo, FL 33037

2. The policy period is from 10/01/2019 12:01 a.m. to 10/01/2020 12:01 a.m. standard time at the
insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the
states listed here: FL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The
limits of our liability under Part Two are:

<table>
<thead>
<tr>
<th></th>
<th>Bodily Injury by Accident</th>
<th>Bodily Injury by Disease</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000 each accident</td>
<td>$1,000,000 policy limit</td>
</tr>
</tbody>
</table>


D. This policy includes the schedule and endorsements listed on Schedule of Forms and Endorsements
attached hereto.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.
All information set forth below and on the attached Schedules of Classifications is subject to verification and
change by audit.

<table>
<thead>
<tr>
<th>Estimate Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Estimated Annual Premium</td>
<td>$752</td>
</tr>
<tr>
<td>Total Estimated Taxes and Surcharges</td>
<td>$0</td>
</tr>
<tr>
<td>Total Estimated Policy Costs</td>
<td>$752</td>
</tr>
<tr>
<td>Deposit Premium</td>
<td>$752</td>
</tr>
<tr>
<td>Minimum Premium</td>
<td>$750</td>
</tr>
</tbody>
</table>

Producer: Bouchard Insurance
8191 College Parkway, Suite 202, Fort Myers, FL 33913-898!
In witness whereof, Benchmark Insurance Company has caused this policy to be signed by its president and secretary.

Andrew M. O’Brien  
President

Julie Baron  
Secretary

Named Insured: Key Largo Fire Rescue and Emergency Medical Services District  
Policy #: FPD190943-02  
Policy Period: 10/01/2019 - 10/01/2020
## Item 3. D. Extension Schedule

### Schedule of Forms and Endorsements

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Edition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>WC 00 00 01 A</td>
<td>1/90</td>
<td>Information Page</td>
</tr>
<tr>
<td>WC 00 00 01 EXT</td>
<td>8/11</td>
<td>Classification of Operations</td>
</tr>
<tr>
<td>WC 00 00 00 B</td>
<td>7/11</td>
<td>Workers Compensation and Employers Liability Insurance Policy</td>
</tr>
<tr>
<td>WC 00 04 04</td>
<td>4/01</td>
<td>Pending Rate Change Endorsement</td>
</tr>
<tr>
<td>WC 00 04 14 A</td>
<td>1/01</td>
<td>Notification of Change in Ownership Endorsement</td>
</tr>
<tr>
<td>WC 00 04 19</td>
<td>1/01</td>
<td>Premium Due Date Endorsement</td>
</tr>
<tr>
<td>WC 09 03 03</td>
<td>8/01</td>
<td>Employers Liability Coverage Endorsement</td>
</tr>
<tr>
<td>WC 09 04 01</td>
<td>6/01</td>
<td>Contracting Classification Premium Adjustment Endorsement</td>
</tr>
<tr>
<td>WC 09 04 03 B</td>
<td>1/01</td>
<td>Terrorism Risk Insurance Program Reauthorization Act Endorsement</td>
</tr>
<tr>
<td>WC 09 04 07</td>
<td>7/01</td>
<td>Non-Cooperation with Premium Audit Endorsement</td>
</tr>
<tr>
<td>WC 09 04 08</td>
<td>10/01</td>
<td>Florida Insufficient Funds Endorsement</td>
</tr>
<tr>
<td>WC 09 06 06</td>
<td>10/01</td>
<td>Employment and Wage Information Release Endorsement</td>
</tr>
</tbody>
</table>

---

**Insured:** Key Largo Fire Rescue and Emergency Medical Services District  
**Policy Number:** FPD190943-02  
**Effective Date:** 10/01/2019
### Schedule of Forms and Endorsements

**Item 3. D. Extension Schedule**

<table>
<thead>
<tr>
<th>NAMED INSURED</th>
<th>FEIN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key Largo Fire Rescue and Emergency Medical Services District</td>
<td>20-3780310</td>
</tr>
</tbody>
</table>
LOC: 1
1 East Dr
Key Largo, FL 33037
Number of Employees:
SIC: 9224
NAICS: 922160

Insured: Key Largo Fire Rescue and Emergency Medical Services District
Policy Number: FPD190943-02
Effective Date: 10/01/2019
## Item 3. D. Extension Schedule

**Schedule of Installments**

<table>
<thead>
<tr>
<th>Date Due</th>
<th>Premium</th>
<th>Taxes and Fees</th>
<th>Total Due</th>
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</thead>
<tbody>
<tr>
<td>10/01/2019</td>
<td>$590</td>
<td>$162</td>
<td>$752</td>
</tr>
</tbody>
</table>

**Insured:** Key Largo Fire Rescue and Emergency Medical Services District  
**Policy Number:** FPD190943-02  
**Effective Date:** 10/01/2019
State: FL

<table>
<thead>
<tr>
<th>Classification</th>
<th>Code</th>
<th>Location</th>
<th>Exposure</th>
<th>Rate</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical Office Employees Noc</td>
<td>8810</td>
<td>1</td>
<td>$17,000</td>
<td>0.18</td>
<td>31</td>
</tr>
</tbody>
</table>

**Total Payroll:** $17,000

**Total Manual Premium:** $31

Policy Limits 1.014 0
Policy Limit Increase to Minimum 0.547 150
Small Deductible Credit 1.000 0
Coinsurance Credit 1.000 0
Small Deductible w/Coinsurance Credit 1.000 0
Experience Modification 1.000 0
CCPAP Credit 1.000 0
Minimum Premium Adjustment 0.591 409
Premium Discount 1.000 0
Expense Constant 160 160
Terrorism 0.010 2

**FL Premium:** $752

**Total Estimated Annual Premium:** $752
In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

**GENERAL SECTION**

A. **The Policy**
   This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. **Who is Insured**
   You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership’s employees.

C. **Workers Compensation Law**
   Workers Compensation Law means the workers or workmen’s compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen’s compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. **State**
   State means any state of the United States of America, and the District of Columbia.

E. **Locations**
   This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

---

**PART ONE**

**WORKERS COMPENSATION INSURANCE**

A. **How This Insurance Applies**
   This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
   1. Bodily injury by accident must occur during the policy period.
   2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**
   We will pay promptly when due the benefits required of you by the workers compensation law.

C. **We Will Defend**
   We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.
   We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. **We Will Also Pay**
   We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:
   1. reasonable expenses incurred at our request, but not loss of earnings;
   2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
   3. litigation costs taxed against you;
   4. interest on a judgment as required by law until we offer the amount due under this insurance; and
   5. expenses we incur.

E. **Other Insurance**
   We will not pay more than our share of benefits and costs covered by this insurance and other
insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make
You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:
1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others
We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions
These statements apply where they are required by law.
1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies
This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
1. The bodily injury must arise out of and in the course of the injured employee’s employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay
We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:
1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against
such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee’s employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions
This insurance does not cover:
1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen’s compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers’ Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend
We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.
We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay
We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:
1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.
F. Other Insurance
   We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability
   Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.
   1. Bodily Injury by Accident. The limit shown for “bodily injury by accident—each accident” is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
   2. Bodily Injury by Disease. The limit shown for “bodily injury by disease—policy limit” is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for “bodily injury by disease—each employee” is the most we will pay for all damages because of bodily injury by disease to any one employee. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
   3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others
   We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us
   There will be no right of action against us under this insurance unless:
   1. You have complied with all the terms of this policy; and
   2. The amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. How This Insurance Applies
   1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
   2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
   3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
   4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice
   Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal
papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals
All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications
Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration
Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:
1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments
You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium
The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:
1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. Records
You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit
You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.
PART SIX—CONDITIONS

A. Inspection
We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy
If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties
Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancelation
1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative
The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.
PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State
Applies to all states listed in 3.A. with the exception of CA, IL, NM, MN, MO, & TX (if those states are included in item 3.A.)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/1/2019 Policy No. FPD190943-02 Endorsement No.

Policy Effective Dates: 10/01/2019 - 10/01/2020 Premium $

Insured: Key Largo Fire Rescue and Emergency Medical Services District

Carrier Name / Code: Benchmark Insurance Company

Countersigned by

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90-DAY REPORTING REQUIREMENT-NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/1/2019  
Policy No. FPD190943-02  
Insured: Key Largo Fire Rescue and Emergency Medical Services District  
Insurance Company Benchmark Insurance Company  
Premium $
PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE

PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/1/2019 Policy No. FPD190943-02 Endorsement No.
Policy Effective Dates: 10/01/2019 - 10/01/2020
Insured: Key Largo Fire Rescue and Emergency Medical Services District
Carrier Name / Code: Benchmark Insurance Company

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FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2019 Policy No. FPD190943-02 Endorsement No.
Policy Effective Dates: 10/01/2019 - 10/01/2020
Insured: Key Largo Fire Rescue and Emergency Medical Services District

Carrier Name / Code: Benchmark Insurance Company

WC 09 03 03 Countersigned by
(Ed. 08-05)
FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by a Florida Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the premium adjustment factor after it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2019
Policy No. FPD190943-02
Endorsement No. 
Policy Effective Dates: 10/01/2019 - 10/01/2020

Insured: Key Largo Fire Rescue and Emergency Medical Services District

Carrier Name / Code: Benchmark Insurance Company

WC 09 04 01
(Ed. 06-87)

Countersigned by

FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.


2. “Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
   a. The act is an act of terrorism.
   b. The act is violent or dangerous to human life, property or infrastructure.
   c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
   d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. “Insured Loss” means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

4. “Insurer Deductible” means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
   a. $100,000,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
   b. $120,000,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
   c. $140,000,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
   d. $160,000,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
   e. $180,000,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
   f. $200,000,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.

3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/1/2019 12:00:00AM Policy No. FPD190943-02 Endorsement No.
Policy Effective Dates: 10/01/2019 - 10/01/2020 Premium $
Insured: Key Largo Fire Rescue and Emergency Medical Services District

Carrier Name / Code: Benchmark Insurance Company

WC 09 04 03 B Countersigned by
(Ed. 01-15)
This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five-Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five-Premium, E. Final Premium of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2019
Policy No. FPD190943-02
Endorsement No.
Policy Effective Dates: 10/01/2019 - 10/01/2020
Premium $
Insured: Key Largo Fire Rescue and Emergency Medical Services District

Carrier Name / Code: Benchmark Insurance Company

WC 09 04 07
(Ed. 07-13)

Countersigned by

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FLORIDA INSUFFICIENT FUNDS ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A of the Information Page. Add the following to Part Six-Conditions of the policy:

F. Insufficient Funds

Our rules allow us to impose an insufficient funds fee of up to $15 per occurrence if you make a payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds. However, we will not charge you an insufficient funds fee if the failure in payment resulted from fraud or misuse on your account from which the payment was made and such fraud or misuse was not attributed to you. The Schedule below shows the insufficient funds fee we will impose if you make a payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds.

<table>
<thead>
<tr>
<th>S</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Insufficient Funds Fee</td>
</tr>
</tbody>
</table>

Note: Use this endorsement for the collection of an insufficient funds fee only when a carrier has made a separate rule filing with the Office of Insurance Regulation and received approval. For payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check, the selected insufficient funds fee dollar amount must be included in the filing.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2019 Policy No. FPD190943-02 Endorsement No.
Policy Effective Dates: 10/01/2019 - 10/01/2020
Insured: Key Largo Fire Rescue and Emergency Medical Services District
Carrier Name / Code: Benchmark Insurance Company

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The following is added to the Florida Miscellaneous Rules section of the NCCI Basic Manual:

PREMIUM PAYMENTS BY INSTALLMENT: Upon request of the employer, we will provide a premium payment plan by installment when the annual premium exceeds $1,000. The Installment Plan will be included on the Extension to the Information Page.

Pay Plan Restrictions Due at Binding Description

- **Monthly Pay**
  - Pay Plan Reporting Minimum: $5,000
  - Estimated Policy Premium
  - Down Payment: (1/12 of Normal Premium) + Policy Expenses
  - 12 Reporting forms and payments required (due on the 15th monthly and 1/12 deposit will be credited on the 12th report).

- **Annual**
  - None
  - 100% of Estimated Policy Premium
  - Full payment made at inception

- **Quarterly Pay**
  - None
  - Down Payment: (30% of Normal Premium) + Policy Expenses
  - Balance split across 3 equal payments due approximately every 90 days after inception

- **Ten Pay**
  - None
  - Down Payment: (15% of Normal Premium) + Policy Expenses
  - Balance split across 9 equal payments due approximately every 30 days after inception

  ^Policy Expenses include the charge for Terrorism, Catastrophe, Expense Constant, and State Assessment Charges.

INSUFFICIENT FUNDS FEE (Electronic): An insufficient funds fee of $15 per occurrence will be charged if an insured makes a payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds. However, we will not charge the insured an insufficient funds fee if the failure in payment resulted from fraud or misuse on the insured’s account from which the payment was made and such fraud or misuse was not attributed to the insured.

Attach Florida Insufficient Funds Endorsement (WC 09 04 08).

INSUFFICIENT FUNDS FEE (Check or Draft): If a payment is made by check or draft and the instrument is returned because of insufficient funds, we will impose a charge of $20 or 5% of the check amount, whichever is greater.
FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2019 Policy No. FPD190943-02 Endorsement No.
Policy Effective Dates: 10/01/2019 - 10/01/2020
Premium $
Insured: Key Largo Fire Rescue and Emergency Medical Services District

Carrier Name / Code: Benchmark Insurance Company

WC 09 06 06
(Ed. 10-98) Countersigned by ________________________________

## Manpower Analysis by Incident

**Key Largo Fire Department**

**Date Range:** From 09/01/2019 to 09/30/2019

**Fixed Property:**
**Company:** All Companies

<table>
<thead>
<tr>
<th>Incident Type</th>
<th>Incident Count</th>
<th>Number Attended</th>
<th>Average Attended</th>
<th>Total Length (hrs)</th>
<th>Average Length (hrs)</th>
<th>Average Man Hours</th>
<th>Total Man Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>134-Water vehicle fire</td>
<td>1</td>
<td>3</td>
<td>3.00</td>
<td>0.03</td>
<td>0.03</td>
<td>0.09</td>
<td>0.09</td>
</tr>
<tr>
<td>142-Brush or brush-and-grass mixture fire</td>
<td>1</td>
<td>3</td>
<td>3.00</td>
<td>0.18</td>
<td>0.18</td>
<td>0.54</td>
<td>0.54</td>
</tr>
<tr>
<td>311-Medical assist, assist EMS crew</td>
<td>1</td>
<td>3</td>
<td>3.00</td>
<td>0.02</td>
<td>0.02</td>
<td>0.06</td>
<td>0.06</td>
</tr>
<tr>
<td>320-Emergency medical service incident, other</td>
<td>3</td>
<td>9</td>
<td>3.00</td>
<td>0.93</td>
<td>0.31</td>
<td>0.88</td>
<td>2.65</td>
</tr>
<tr>
<td>321-EMS call, excluding vehicle accident with injury</td>
<td>5</td>
<td>16</td>
<td>3.20</td>
<td>1.46</td>
<td>0.29</td>
<td>0.97</td>
<td>4.84</td>
</tr>
<tr>
<td>322-Motor vehicle accident with injuries</td>
<td>2</td>
<td>9</td>
<td>4.50</td>
<td>0.97</td>
<td>0.48</td>
<td>1.97</td>
<td>3.94</td>
</tr>
<tr>
<td>323-Motor vehicle/pedestrian accident (MV Ped)</td>
<td>1</td>
<td>3</td>
<td>3.00</td>
<td>0.32</td>
<td>0.32</td>
<td>0.96</td>
<td>0.96</td>
</tr>
<tr>
<td>324-Motor vehicle accident with no injuries.</td>
<td>1</td>
<td>4</td>
<td>4.00</td>
<td>0.17</td>
<td>0.17</td>
<td>0.68</td>
<td>0.68</td>
</tr>
<tr>
<td>331-Lock-in (if lock out, use 511)</td>
<td>1</td>
<td>3</td>
<td>3.00</td>
<td>0.33</td>
<td>0.33</td>
<td>0.99</td>
<td>0.99</td>
</tr>
<tr>
<td>444-Power line down</td>
<td>2</td>
<td>10</td>
<td>5.00</td>
<td>0.43</td>
<td>0.22</td>
<td>1.21</td>
<td>2.41</td>
</tr>
<tr>
<td>445-Arcing, shorted electrical equipment</td>
<td>1</td>
<td>7</td>
<td>7.00</td>
<td>0.28</td>
<td>0.28</td>
<td>1.96</td>
<td>1.96</td>
</tr>
<tr>
<td>511-Lock-out</td>
<td>1</td>
<td>3</td>
<td>3.00</td>
<td>0.17</td>
<td>0.17</td>
<td>0.51</td>
<td>0.51</td>
</tr>
<tr>
<td>611-Dispatched &amp; canceled en route</td>
<td>7</td>
<td>18</td>
<td>2.57</td>
<td>0.24</td>
<td>0.03</td>
<td>0.60</td>
<td>0.42</td>
</tr>
<tr>
<td>622-No incident found on arrival at dispatch address</td>
<td>2</td>
<td>7</td>
<td>3.50</td>
<td>0.73</td>
<td>0.36</td>
<td>1.19</td>
<td>2.37</td>
</tr>
<tr>
<td>743-Smoke detector activation, no fire - unintentional</td>
<td>1</td>
<td>7</td>
<td>7.00</td>
<td>0.43</td>
<td>0.43</td>
<td>3.01</td>
<td>3.01</td>
</tr>
<tr>
<td>745-Alarm system activation, no fire - unintentional</td>
<td>3</td>
<td>11</td>
<td>3.67</td>
<td>0.65</td>
<td>0.22</td>
<td>1.02</td>
<td>3.05</td>
</tr>
<tr>
<td>900-Special type of incident, other</td>
<td>1</td>
<td>4</td>
<td>4.00</td>
<td>2.13</td>
<td>2.13</td>
<td>8.52</td>
<td>8.52</td>
</tr>
<tr>
<td>Blank. Incident Type not Entered</td>
<td>1</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total and Averages for all Incident Types</td>
<td>35</td>
<td>120</td>
<td>3.43</td>
<td>9.47</td>
<td>0.27</td>
<td>37.00</td>
<td></td>
</tr>
<tr>
<td>FIRE IN STRUCTURES BY FIXED PROPERTY USE (OCCUPANCY)</td>
<td>Number of Fires</td>
<td>Number of Civilian Fire Casualties</td>
<td>Estimated Property Damage from Fire.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
<td>----------------</td>
<td>----------------------------------</td>
<td>----------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(All in Section A Incident Type 110-129)</td>
<td></td>
<td>Deaths</td>
<td>Injuries</td>
<td>If none, write 0.</td>
<td>If no loss, write 0.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Private Dwellings (1 or 2 family), including mobile homes (FPU 400-419)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Apartments (3 or more families) FPU 429 or FPU 439</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Hotels and Motels (FPU 449)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. All other residential (dormitories, boarding houses, tents, etc.) (FPU 459-499)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. TOTAL OTHER RESIDENTIAL FIRES (SHOULD BE SUM OF LINES 1 THROUGH 4)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>6. Public Assembly (church, restaurant, clubs, etc.) (FPU 100-199)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
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<td>7. Schools and Colleges (FPU 200-299)</td>
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<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
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<tr>
<td>8. Health Care and Penal Institutions (hospitals, nursing homes, prisons, etc.) (FPU 300-399)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Stores and Offices (FPU 500-599)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>10. Industry, Utility, Defense, Laboratories, Manufacturing (FPU 600-799)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Storage in Structures (bars, vehicle storage garages, general storage, etc.) (FPU 800-899)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Other Structures** (outbuildings, bridges, etc.) (FPU 900-999)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. TOTALS FOR STRUCTURE FIRES (SHOULD BE SUM OF LINES 5 THROUGH 12)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. OTHER FIRE AND INCIDENTS

14a. Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131-132, 136-137) | 0 | 0 | 0 | $0 |
14b. Fires in Other Vehicles (planes, trains, ships, construction or farm vehicles, etc.) (IT 130, 133-135, 138) | 1 | 0 | 0 | $0 |
15. Fires outside of Structures with Value Involved, but Not Vehicles (outside storage, crops, timber, etc. (IT 140, 141, 161, 162, 164, 170-173) | 0 | 0 | 0 | $0 |
16. Fires in Bush, Grass, Wildland (excluding crops and timber) with no value involved. (IT 142-143) | 1 | 0 | 0 | $0 |
17. Fires in Habitats, including Dumpsters (outside of structures), with no value involved. (IT 150-155) | 0 | 0 | 0 | $0 |
18. All Other Fires. (IT 100, 160, 163) | 0 | 0 | 0 | $0 |
19. TOTAL FOR FIRES (SHOULD BE SUM OF LINES 13 THROUGH 18) | 2 | 0 | 0 | $0 |

20. Rescue, Emergency Medical Responses (ambulance, EMS, rescue) (IT 300-381) | 12 |
21. False Alarm Responses (malicious or unintentional false calls, system malfunctions, bomb scares) (IT 700-746) | 4 |
22. Mutual Aid or Assistance Responses Given | 2 |
23a. Hazardous Materials Responses (spills, leaks, etc.) (IT 410-431) | 0 |
23b. Other Hazardous Conditions (arcing wires, bomb removal, power line down, etc.) (IT 440-482, 400) | 3 |
24. All Other Responses (smoke scares, lock-outs, animal rescues, etc.) (IT 200-251, 500-699, 800-911) | 12 |
25. TOTAL FOR ALL INCIDENTS (SHOULD BE SUM OF LINES 19 THROUGH 24) | 35 |

Based on what is reported in lines 5 and 13 for number of fire above, please report separately:

**Confined fires (e.g., cooking fires confined to cooking vessel, or chimney fire that did not spread beyond chimney, or confined trash fires)**


<table>
<thead>
<tr>
<th>Number of Confined Fires</th>
<th>Number of Nonconfined Fires</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Residential Fires (line 5 above)</td>
<td>0</td>
</tr>
<tr>
<td>13. Structure Fires (line 13 above)</td>
<td>0</td>
</tr>
</tbody>
</table>

BREAKDOWN OF FALSE ALARM RESPONSES

1. Malicious, Mischievous False Call (IT 710-715) | 0 |
2. System Malfunction (IT 700-739) | 0 |
3. Unintentional (tripping on interior device accidentally etc.) (IT 740-749) | 4 |
4. Other False Alarms (bomb scares, etc.) (IT 721, 700) | 0 |
<table>
<thead>
<tr>
<th>Date</th>
<th>FDID</th>
<th>Incident#</th>
<th>Alarm</th>
<th>Address</th>
<th>Suite</th>
<th>Type</th>
<th>Lgth</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/16/2019</td>
<td>38032</td>
<td>2019-000734</td>
<td>08:50</td>
<td>1079 OVERSEAS HWY</td>
<td></td>
<td>Water vehicle fire</td>
<td>0.0</td>
</tr>
<tr>
<td>09/20/2019</td>
<td>38032</td>
<td>2019-000741</td>
<td>19:23</td>
<td>1014 OVERSEAS HWY</td>
<td></td>
<td>Brush or brush-and-grass mixture fire</td>
<td>0.2</td>
</tr>
<tr>
<td>09/17/2019</td>
<td>38032</td>
<td>2019-000738</td>
<td>10:31</td>
<td>300 CENTRAL AVE</td>
<td>US1</td>
<td>Medical assist, assist EMS crew</td>
<td>0.0</td>
</tr>
<tr>
<td>09/08/2019</td>
<td>38032</td>
<td>2019-000727</td>
<td>21:01</td>
<td></td>
<td></td>
<td>Emergency medical service incident, other</td>
<td>0.3</td>
</tr>
<tr>
<td>09/23/2019</td>
<td>38032</td>
<td>2019-000744</td>
<td>10:35</td>
<td>57 JEWISH AVE</td>
<td></td>
<td>Emergency medical service incident, other</td>
<td>0.2</td>
</tr>
<tr>
<td>09/27/2019</td>
<td>38032</td>
<td>2019-000753</td>
<td>21:30</td>
<td>1079 OVERSEAS HWY</td>
<td></td>
<td>Emergency medical service incident, other</td>
<td>0.4</td>
</tr>
<tr>
<td>09/07/2019</td>
<td>38032</td>
<td>2019-000725</td>
<td>10:10</td>
<td>1 EAST DRIVE 99MM OC</td>
<td></td>
<td>EMS call, excluding vehicle accident with injury</td>
<td>0.1</td>
</tr>
<tr>
<td>09/13/2019</td>
<td>38032</td>
<td>2019-000730</td>
<td>16:27</td>
<td>366 LEE AVE / 104.8 MM OC</td>
<td></td>
<td>EMS call, excluding vehicle accident with injury</td>
<td>0.2</td>
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<tr>
<td>09/19/2019</td>
<td>38032</td>
<td>2019-000739</td>
<td>10:01</td>
<td>1053 OVERSEAS HWY</td>
<td></td>
<td>EMS call, excluding vehicle accident with injury</td>
<td>0.3</td>
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<tr>
<td>09/20/2019</td>
<td>38032</td>
<td>2019-000740</td>
<td>00:50</td>
<td>107 OLEAN DER CIR</td>
<td>US1</td>
<td>EMS call, excluding vehicle accident with injury</td>
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<tr>
<td>09/23/2019</td>
<td>38032</td>
<td>2019-000749</td>
<td>00:01</td>
<td>1056 OVERSEAS HWY</td>
<td>SB</td>
<td>EMS call, excluding vehicle accident with injury</td>
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<tr>
<td>09/27/2019</td>
<td>38032</td>
<td>2019-000726</td>
<td>15:10</td>
<td>110 US1 SB</td>
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<td>Motor vehicle accident with injuries</td>
<td>0.6</td>
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<tr>
<td>09/28/2019</td>
<td>38032</td>
<td>2019-000754</td>
<td>16:41</td>
<td>MM1 US1</td>
<td>NB</td>
<td>Motor vehicle accident with injuries</td>
<td>0.4</td>
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<tr>
<td>09/03/2019</td>
<td>38032</td>
<td>2019-000721</td>
<td>17:36</td>
<td>MICHELLE DR / 101.5 MM OC</td>
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<td>Motor vehicle/pedestrian accident (MV Ped)</td>
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<tr>
<td>09/23/2019</td>
<td>38032</td>
<td>2019-000746</td>
<td>14:23</td>
<td>99 US1</td>
<td></td>
<td>Motor vehicle accident with injuries</td>
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</tr>
<tr>
<td>09/16/2019</td>
<td>38032</td>
<td>2019-000738</td>
<td>22:37</td>
<td>56 ANDROS RD S</td>
<td>SB</td>
<td>Lock-in (if lock out, use 511)</td>
<td>0.3</td>
</tr>
<tr>
<td>09/21/2019</td>
<td>38032</td>
<td>2019-000742</td>
<td>11:43</td>
<td>8 MANGROVE LN</td>
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<td>Power line down</td>
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<tr>
<td>09/27/2019</td>
<td>38032</td>
<td>2019-000752</td>
<td>16:43</td>
<td>MICHAEL DR / 103.2 MM GU</td>
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<td>Power line down</td>
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<tr>
<td>09/30/2019</td>
<td>38032</td>
<td>2019-000755</td>
<td>18:23</td>
<td>LAGUNA AVE / 99.6 MM OC</td>
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<td>Arcing, shorted electrical equipment</td>
<td>0.2</td>
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<tr>
<td>09/16/2019</td>
<td>38032</td>
<td>2019-000735</td>
<td>18:35</td>
<td>9795 OVERSEAS HWY</td>
<td></td>
<td>Lock-out</td>
<td>0.2</td>
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<tr>
<td>09/20/2019</td>
<td>38032</td>
<td>2019-000722</td>
<td>06:43</td>
<td>1024 OVERSEAS HWY</td>
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<td>Dispatched &amp; canceled en route</td>
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<tr>
<td>09/05/2019</td>
<td>38032</td>
<td>2019-000723</td>
<td>03:23</td>
<td>N BLACKWATER LN / 105.3 M</td>
<td></td>
<td>Dispatched &amp; canceled en route</td>
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<tr>
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<td>38032</td>
<td>2019-000724</td>
<td>08:31</td>
<td>660 DOLPHIN AVE</td>
<td></td>
<td>Dispatched &amp; canceled en route</td>
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<tr>
<td>09/14/2019</td>
<td>38032</td>
<td>2019-000731</td>
<td>09:37</td>
<td>1026 OVERSEAS HWY</td>
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<td>Dispatched &amp; canceled en route</td>
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<tr>
<td>09/23/2019</td>
<td>38032</td>
<td>2019-000745</td>
<td>11:47</td>
<td>East 1st ST</td>
<td></td>
<td>Dispatched &amp; canceled en route</td>
<td>0.0</td>
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<tr>
<td>09/24/2019</td>
<td>38032</td>
<td>2019-000747</td>
<td>10:58</td>
<td>9796 OVERSEAS HWY</td>
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<tr>
<td>09/27/2019</td>
<td>38032</td>
<td>2019-000751</td>
<td>04:54</td>
<td>214 LOEB AVE</td>
<td></td>
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<tr>
<td>09/17/2019</td>
<td>38032</td>
<td>2019-000737</td>
<td>07:11</td>
<td>31 1 AVE EAST</td>
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<td>No incident found on arrival at dispatch address</td>
<td>0.6</td>
</tr>
<tr>
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<td>38032</td>
<td>2019-000743</td>
<td>10:25</td>
<td>HIBISCUS DR / 100 MM OC</td>
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<tr>
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<td>38032</td>
<td>2019-000729</td>
<td>13:52</td>
<td>455 BAHIA AVE</td>
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<td>Smoke detector activation, no fire - unintentional</td>
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</tr>
<tr>
<td>09/09/2019</td>
<td>38032</td>
<td>2019-000726</td>
<td>02:00</td>
<td>REEF ROAD 106 MM</td>
<td></td>
<td>Alarm system activation, fire - unintentional</td>
<td>0.0</td>
</tr>
<tr>
<td>09/15/2019</td>
<td>38032</td>
<td>2019-000732</td>
<td>01:52</td>
<td>9700 OVERSEAS HIGHWAY</td>
<td></td>
<td>Alarm system activation, fire - unintentional</td>
<td>0.5</td>
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<tr>
<td>09/27/2019</td>
<td>38032</td>
<td>2019-000750</td>
<td>03:13</td>
<td>1053 OVERSEAS HWY</td>
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<td>Alarm system activation, fire - unintentional</td>
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<tr>
<td>09/24/2019</td>
<td>38032</td>
<td>2019-000748</td>
<td>15:52</td>
<td>REEF ROAD 106 MM</td>
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<td>Special type of incident, other</td>
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<td>09/15/2019</td>
<td>38032</td>
<td>2019-000733</td>
<td>20:50</td>
<td>5515 OVERSEAS HWY</td>
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**Total Number of Incidents:** 35
**Total Length of Incidents:** 10.0 Hours
<table>
<thead>
<tr>
<th>Day of Week</th>
<th>Totals</th>
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<tbody>
<tr>
<td>Sunday</td>
<td>3</td>
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<tr>
<td>Monday</td>
<td>9</td>
</tr>
<tr>
<td>Tuesday</td>
<td>5</td>
</tr>
<tr>
<td>Wednesday</td>
<td>2</td>
</tr>
<tr>
<td>Thursday</td>
<td>2</td>
</tr>
<tr>
<td>Friday</td>
<td>8</td>
</tr>
<tr>
<td>Saturday</td>
<td>6</td>
</tr>
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</table>

No Date: 0
Total Alarms: 35