

PUBLIC RISK MANAGEMENT OF FLORIDA
3434 Hancock Bridge Parkway, Suite 203
Fort Myers, Fl. 33903
Telephone: 800-367-1705 Facsimile: 239-656-1066

MEMORANDUM

September 30, 2016

To: Pinellas County Clerk of Court
Attention-Minutes Department

From: Mary Ann Whitney
Secretary, PRM Board of Directors

Re: Filing of Intergovernmental Cooperative Agreement for the City of Seminole
[joined PRM Health Trust effective 10/1/16]

This memorandum accompanies a copy of an Intergovernmental Cooperative Agreement, together with an Affidavit regarding authenticity, executed by several different governmental agencies throughout the State of Florida for the purpose of providing insurance through Public Risk Management of Florida Health Trust. This Agreement, together with the Affidavit of Authenticity, is being delivered to you for filing by your Minutes Department in compliance with Florida Statute Section 163.01, the Florida Interlocal Cooperation Act of 1969. A copy of the relevant section of that statute is attached for your reference.

As you will note, the Statute does not define what filing is, for the purposes of this provision. Our research has indicated that because this Agreement is not directly related to real or personal property, that filing is appropriate with your Minutes Department. It is requested that this document, together with the Affidavit as to authenticity, be accepted by the Minutes Department and "filed" pursuant to the Statute.

Should there be any questions or comments regarding this request, please do not hesitate to contact me at 800-367-1705.

Attachments

RECEIVED
BOARD OF
2016 OCT -5 PM 2:39
PUBLIC RISK MANAGEMENT OF FLORIDA
BOARD OF DIRECTORS
PINELLAS COUNTY FLORIDA

AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF LEE**

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared **MARY ANN WHITNEY**, who after being first duly sworn, deposes and says

1. I, Mary Ann Whitney, am the Secretary of Public Risk Management of Florida Group Health Trust, an association of governmental agencies, pursuant to Florida Statute section 163.01, the Florida Interlocal Cooperation Act of 1969.
2. I am the Secretary of said Association and responsible for maintenance of all Association documents.
3. Attached hereto is the true and correct copy of the Intergovernmental Cooperative Agreement that is signed by the parties therein and identified on the signature page attached thereto.
4. This affidavit is made for the purpose of accompanying the Agreement and is provided to Clerk of Courts for the purpose of filing in the public records of the county in which the agencies who are signatories to the Agreement are located, in compliance with Florida Statute section 163.01 (11).

FURTHER AFFIANT SAYETH NOT.

Mary Ann Whitney

MARYANN WHITNEY
 Secretary, Public Risk Management
 of Florida - Health Trust

SWORN AND SUBSCRIBED before me this 30 day of September 2016, by ~~MARY ANN WHITNEY~~, Secretary of Public Risk Management of Florida Health Trust, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Doris E. Bernard

Notary Public



DORIS E. BERNARD
 MY COMMISSION # FF 139040
 EXPIRES: July 6, 2018
 Bonded Thru Budget Notary Services

Doris E Bernard

Type/Print Name of Notary

FF 139040

Commission Number

Florida Statutes

Title XI

COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163

INTERGOVERNMENTAL PROGRAMS

163.01 Florida Interlocal Cooperation Act of 1969.—

Subsection:

(11) Prior to its effectiveness, an interlocal agreement and subsequent amendments thereto shall be filed with the clerk of the circuit court of each county where a party to the agreement is located. However, if the parties to the agreement are located in multiple counties and the agreement under subsection (7) provides for a separate legal entity or administrative entity to administer the agreement, the interlocal agreement and any amendments thereto may be filed with the clerk of the circuit court in the county where the legal or administrative entity maintains its principal place of business.

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT

A CONTRACT AND BY-LAWS

FOR

PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST



(PRM-HT)

RECEIVED
BOARD OF
2016 OCT -5 PM 2:39
BRADY COUNTY
COMMISSIONERS
WELLS COUNTY FLORIDA

AS AMENDED AND RESTATED THROUGH OCTOBER 19, 2012

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT
(A CONTRACT AND BY-LAWS FOR
PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST)
(PRM-HT)

I N D E X

<u>ARTICLE #</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
Article 1	Name	1
Article 2	Definitions and Purpose	1
Article 3	Power and Duties	2
Article 4	Participation and Term	3
Article 5	Commencement of the Pool	4
Article 6	Board of Directors of the Pool	4
Article 7	Board of Directors Meetings	7
Article 8	Pool Officers	7
Article 9	Finances and Health Trust Pool	9
Article 10	Excess Insurance	11
Article 11	Obligations of Members	11
Article 12	Liability of Board of Directors or Officers of the Pool	12
Article 13	Additional Insurance	13
Article 14	Coverage & Indemnity Dispute Resolution	13
Article 15	Contractual Obligation	13
Article 16	Expulsion or Termination of Members	14
Article 17	Termination of the Pool	14
Article 18	Constitutional Officers	15

ARTICLES OF ASSOCIATION
AND BY-LAWS
OF
PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST
(PRM-HT)

BE IT KNOWN THAT:

The below named local government unit or units of the State of Florida for the purpose of forming a risk management and self-insurance association pursuant to the terms of section 112.08, Florida Statutes, do bind themselves contractually to and adopt these Articles of Association and By-Laws.

Article 1 - Name

- 1.1 Name. The name of this association shall be Public Risk Management of Florida – Health Trust, referred to hereinafter as “the Pool”.

Article 2 - Definitions and Purpose

- 2.1. Definitions. As used in this agreement, the following terms shall have the meaning hereinafter set out:

"Premium Payments": The amount each Member must pay to fully fund the fixed costs of the full operation of the Pool including reinsurance, administrative and claims costs..

"Aggregate Excess Insurance": Stop Loss Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, or other similar entities, approved by the Board of Directors, or any committee appointed by the Board for such purpose, to protect the Pool from an accumulation of losses in any policy year.

"Fiscal Year": The Fiscal Year of the Pool shall begin on October 1st and end on September 30th.

"Self-Funded": A program in which Members agree to fully fund the operations of the Health Trust Pool.

"Members": The local governmental units, as defined by section 112.08, Florida Statutes, which initially or later enter into the intergovernmental association established by this Intergovernmental Agreement.

"Health Trust Pool": A fund of public monies established by the Pool to jointly self-insure and self-fund health coverages and any other appropriate coverage lines approved by the Board of Directors.

"Specific Excess Insurance": Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, that provides catastrophe coverage up to the limit(s) chosen by the Pool.

2.2. Purpose: The Pool is a cooperative consortium voluntarily established by Members as set forth in section 112.08, Florida Statutes, for the purpose of providing health coverage to its Members and their employees and to carry out and effect the agreed upon functions and purposes of this Intergovernmental Agreement as stated herein.

It is the intent of the Members of this Pool to create an entity, which will administer a Health Trust Pool and utilize such funds to provide the benefits described herein, in accordance with this Intergovernmental Agreement. This Agreement shall constitute the substance of a contract among the Members.

All funds contained within the Health Trust Pool are funds directly derived from its Members who are local governmental units of the State of Florida. It is the intent of the Members in entering into this Intergovernmental Agreement that, to the fullest extent possible, the scope of Risk Management undertaken by them through a joint self-insurance or self-funded program using governmental funds shall not waive, on behalf of any Member or such Member's employees as defined in Florida Statutes Section 768.28, any defenses or immunities therein provided, or provided by the laws of the State of Florida. The Pool and the Members of this Pool intend to effect no waiver of sovereign immunities through their use of public funds retained within the Health Trust Pool. Such funds being utilized to protect against risks in accordance with Florida Statutes Section 768.28 are not intended to constitute the existence, issuance or purchase of a policy for insurance. This Intergovernmental Agreement is not to be considered such as would cause this Pool to be treated as an "insurer" within the meaning of any legislation giving risk to liability or applicability to "insurer", for damages, costs, fees or expenses, etc., under Florida Statutes Sections 624.155, 626.9541, 626.9561, 627.426, 627.428, or other statutes applicable to Public Entity Self Insurance in the State of Florida.

2.3 Non- Assessable: Public Risk Management of Florida Health Trust is a non-assessable pool.

Article 3 - Power and Duties

3.1. Powers: The powers of the Pool to perform and accomplish the functions and purposes set forth herein, within the budgetary limits and procedures set forth in this Intergovernmental Agreement, shall be as follows:

3.1.1. To establish By-Laws and Amendments to By-Laws, and operational procedures governing the operations of the Pool which are consistent with this Intergovernmental Agreement and in accordance with section 112.08, Florida Statutes, and to not waive any sovereign immunity not waived statutorily under Florida Law, and to expressly negate any past, present, or future waiver of sovereign immunity under Florida Statutes, and to continue to negate any waiver of sovereign immunity for discretionary and planning functions of government.

3.1.2. To employ agents, employees and independent contractors and approve the rate of compensation, benefits and/or contracts that apply to Pool employees, Pool officers and service providers, and to ensure all benefits of applicable Florida Statutes.

3.1.3. To lease real property and to purchase or lease equipment, machinery or personal property necessary to carry out of the purpose of the Pool.

3.1.4. To carry out educational and other programs relating to health benefits in managing the Members' Participants' health coverage.

3.1.5. To cause the creation of this Pool and see to the collection of funds for the continued administration of the Health Trust Pool.

3.1.6. To purchase Aggregate Excess Insurance and Specific Excess Insurance to supplement the Health Trust Pool without such being a waiver of sovereign immunity under Florida Law.

3.1.7. To provide utilization review and other services to insure the delivery of appropriate health coverage.

3.1.8. To negate, pursuant to Florida Statutes, any implication of a waiver of sovereign immunity, and to negate any waiver of sovereign immunity other than to the extent required under Florida Statutes Section 768.28.

3.1.9. To act solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of the Pool.

3.1.10. To sue or be sued as a separate legal entity.

3.1.11. To expel or terminate Members in accordance with the requirements of these By-Laws for non-payment.

Article 4 - Participation and Term

4.1. Term: The initial term of the Pool was from 12:01 a.m. on October 1, 1989, to 12:01 a.m. September 30, 1991. After the initial two (2) year term of the Pool, the term was and shall automatically be renewed for additional terms of one (1) year each. Provided, however, the Members may, through the manner provided in Section 6.9.4., terminate the Pool as of the end of the initial or any additional term during which such action is taken.

4.2. Notice of Withdrawal: So long as the Pool shall continue in existence, any current or new Member joining the Pool shall remain a Member for at least two years from the date coverage began. The amounts charged in establishing the rates for all of the Member's covered employees and dependents will be guaranteed for the first twelve (12) months of the new Member's initial term.

Any Member's withdrawal from the Pool must occur at the end of the Fiscal Year upon serving on the Pool by mail, fax or hand delivery at least forty-five (45) days prior written notice. Such notice shall be addressed to the Executive Director of the Pool and shall be accompanied by a resolution of the governing body of the Member electing to withdraw from the Pool.

4.3. Actual Withdrawal/Required Withdrawal. Any Member who has served the Executive Director with prior written notice of its intent to withdraw at least forty-five (45) days prior to the beginning of the Fiscal Year for which the notice to withdraw is applicable, shall serve in writing to the Executive Director, by mail, fax or hand delivery on or before ten (10) days prior to the beginning of such Fiscal Year, a verification as to whether the Member intends to actually withdraw from the Pool at the end of the current Fiscal Year. Failure to serve such verification on or before ten (10) days prior to the beginning of the Fiscal Year for which notice of intent to withdraw is applied, shall be deemed a revocation of the prior notice of intent to withdraw; thus, binding the Member to the Pool for the ensuing Fiscal Year. An action to expel a Member shall be taken by the Board of Directors prior to August 1 of the current Fiscal Year in the manner described in Article 16 hereafter. Upon a Member's withdrawal, the Pool shall be responsible for the payment of claims for covered services rendered to the Member's employees and dependents incurred during the time period prior to the withdrawal; however, the withdrawn Member shall be responsible for payment of reasonable administrative charges, as determined by the Board, through the period during which claims may be paid.

4.4. Admission of New Members: The Executive Director and Board of Directors shall establish and periodically review standards and the approval process for the admission of new Members. Upon approval of these standards and of the approval process for admission by the Board of Directors, the Pool's Executive Director may grant or deny admission to proposed new Members.

Article 5 - Commencement of the Pool

5.1. Commencement Date: The Pool commenced operations on October 1, 1989.

Article 6 - Board of Directors of the Pool

6.1. The Board: There is hereby established a Board of Directors (sometimes hereinafter referred to as the "Board") of the Pool. Each Member shall appoint one (1) person to represent that body (the "Representative") on the Board of Directors along with another person to serve as an alternate representative (the "Alternate") when the Representative is unable to carry out that Representative's duties. The Representative and Alternate shall be appointed in writing by the governing body of the Member and a copy of the written appointment shall be provided to the Executive Director of the Pool. Once such appointments are made known to the Pool, the persons appointed shall remain in office until the Pool receives evidence in writing of the appointment of other persons by the Member's governing body. The Representative and Alternate selected must be an employee, an appointed official or elected official of the entity.

6.2. The Chairman and Vice Chairman: The Board of Directors shall, commencing the 2003 Fiscal Year, select a Chairman for a three year term. Thereafter, and commencing the 2006 Fiscal Year, the Board of Directors shall, for all subsequent years, bi-annually select a Chairman to serve a two year term. The term of office for the Chairman shall begin on the 1st

day of a Fiscal Year and expire on the last day of a Fiscal Year. The Chairman shall preside at all meetings of the Board. The Chairman shall vote on all matters that come before the Board. The Chairman shall have such other powers as he may be given from time to time by action of the Board.

The Board of Directors shall, bi-annually select a Vice Chairman during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the Vice Chairman shall begin on the first day of a Fiscal Year and expire on the last day of a Fiscal Year. The Vice Chairman shall carry out all duties of the Chairman of the Board during the absence or inability of the Chairman to perform such duties and shall carry out such other functions as are assigned from time to time by the Chairman or the Board of Directors. The Board of Directors may from time to time appoint other officers of the Board.

6.3. Board Responsibilities. The Board of Directors shall have the responsibility for: (1) hiring of Pool officers, agents, non-clerical employees and independent contractors; (2) setting of compensation for all persons, firms and corporations employed by the Pool; (3) approval of amendments to the Intergovernmental Agreement; (4) approval of the acceptance of new Members and expulsion of Members, except that the approval may be delegated to the Executive Director under Article 4.4. above, or by such procedures as are contained in the motion making delegation; (5) approval and amendment of the annual budget of the Pool; (6) approval of the operational procedures developed by the Executive Director; (7) approval of Premium Payments to the Health Trust Pool for each Member; (8) monitoring the financial condition of the Pool; and (9) termination of the Pool in accordance with this Intergovernmental Agreement.

6.4. Voting: Each Member shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the Representative of the Member or in the Representative's absence by the Alternate. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by show of hands or any method established by the Board that is consistent with Florida law. A simple majority vote of those Representatives present shall be required to pass on any motion. On such matters, the Chairman and the Executive Director of the Pool shall cause each Member's Representative and Alternate to receive the proposed ballot which will include at a minimum the text of the motion to be voted upon and the purpose of such motion. Only the Representative or the Alternate may vote on such ballots (not both). If both the Alternate and Representative submit ballots, only the Representative's ballot will be counted. Favorable votes by a majority of the Members' Representatives (or Alternates in their absence) entitled to vote shall pass any action unless an action is taken which is subject to 6.9 below, in which case passage will be based on the required number of votes as if each Member's Representative or Alternate was present at a regular or special meeting called to decide such question.

6.5 Representatives: The Representative selected by the Member shall serve until a successor has been selected or the Member has withdrawn from the Pool. The Representative chosen by the Member may be removed at any time by the vote of the Member's governing body. In the event that a vacancy occurs in the position of Representative or Alternate selected by the governing body of a Member, that body shall appoint a successor in writing within 60 days of such vacancy occurring. The failure of a Member to select a Representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Intergovernmental Agreement.

6.6. The Executive Committee and other Committees: The Board of Directors shall have the power to establish both standing and ad hoc committees to further the functions and purpose of this Pool. Unless the Board of Directors establishes some other procedure, the authority for selection of Representatives or Alternates serving on the Board of Directors who shall serve on such committees and chair them shall reside with the Chairman of the Board of Directors. The Chairman of the Board of Directors may appoint non-voting and non-paid persons who are not Members of the Board of Directors to serve on committees of the Pool. The Board of Directors may establish an Executive Committee. That Executive Committee, if established, shall consist of the Chairman of the Board, the Vice Chairman of the Board, the Treasurer and two Representatives elected by the Board. The Board of Directors shall, bi-annually select the two Representatives during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the two Representatives shall begin on the first day of a Fiscal Year and expire on the last day of a Fiscal Year.

6.7. Operating Rules: The Board of Directors may establish rules governing its own conduct and procedure not inconsistent with this Intergovernmental Agreement.

6.8. Quorum: A quorum shall consist of a majority of the Representatives (or in their absence their Alternates) serving on the Board of Directors. Except as provided in Section 6.9 herein, or elsewhere in this Intergovernmental Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters.

6.9. Super-Majority Voting: A greater vote than a majority of a quorum shall be required to approve the following matters:

6.9.1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority vote required by the proposed rule.

6.9.2. The expulsion of a Member shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors, except a Member who has not paid within thirty-one (31) days may be expelled immediately by the Executive Director.

6.9.3. Any amendment of this Intergovernmental Agreement, except as provided in Subsection 4 below, shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors.

6.9.4. The amendment of this Intergovernmental Agreement shall require that specific written notice of the proposed change be sent by registered or certified mail to the governing body of the Member and to the Representative and Alternate of the Member serving on the Board of Directors, no less than ten (10) days prior to a meeting at which this matter is proposed and the amendment as proposed or as amended at such Board meeting must receive the approval of two-thirds (2/3) vote of all of the then current Representatives (or in their absence their Alternates) representing the then Members of the Pool.

6.10. Compensation of Board of Directors: No Representative or Alternate serving on the Board of Directors shall receive any salary from the Pool or from any person or entity providing services to the Pool.

6.11 Conflict of Interest: Representatives and Alternates shall abide by the guidelines established by the State Ethics Commission in the performance of their duties, particularly as it applies to conflicts of interest and financial disclosure.

Article 7 - Board of Directors Meetings

7.1. Meetings: Regular meetings of the Board of Directors shall be held during the year as determined by the Board. The tentative times, dates, and locations of regular meetings of the Board shall be established at the beginning of each Fiscal Year. Any item of business may be considered at a regular meeting, including the scheduling of future regular meetings. The Executive Director shall attend all Board meetings and Executive Committee meetings to serve as an advisor and to report as the administrative officer of the Pool.

7.2. Special Meetings: Special meetings of the Board of Directors may be called by its Chairman, or by any three Representatives (or in their absence their Alternates). The Chairman or in his absence, the Vice Chairman, shall give ten (10) days written notice of regular or special meetings to the Representative and Alternate of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board of Directors shall be determined by the Chairman of the Board of Directors, or in his absence, by the Vice Chairman. Emergency meetings may be held with less than ten (10) days written notice, if determined necessary by the Chairman or Vice Chairman, as applicable, and if notice is provided to all Members and their representatives as early as is reasonably possible.

7.3. Conduct of Meetings: To the extent not contrary to this Intergovernmental Agreement and except as modified by the Board of Directors, Robert's Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all Representatives (or in their absence their Alternates) serving on the Board of Directors.

Article 8 - Pool Officers

8.1. Officers: Officers of the Pool shall consist of an Executive Director, a Treasurer, a Secretary and such other officers as are established from time to time by the Board of Directors. All Pool officers shall be appointed by the Board of Directors.

8.2. Executive Director: The Executive Director shall be the chief administrative officer of the Pool and shall in general supervise and control the day to day operations of the Pool and shall carry out the policy and operational procedures of the Pool as established in this Intergovernmental Agreement and by the Board of Directors. Among the Executive Director's duties shall be the following:

8.2.1. The Executive Director may sign, with such other person authorized by the Board of Directors, any instruments which the Board of Directors have authorized to be executed and, in general, shall perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors.

8.2.2. The Executive Director shall prepare a proposed annual budget and proposed Health Trust Pool Premium Payment and shall submit such proposals to the Members.

8.2.3. The Executive Director shall, where necessary, make recommendations regarding policy decisions, the creation of other Pool officers and the employment of agents and independent contractors. At each regular meeting of the Board of Directors and at such other times, as he shall be required to do so, he shall present a full report of his activities and the fiscal condition of the Pool.

8.2.4. The Executive Director shall report quarterly to all Members aggregate information on all claims paid.

8.2.5. The Executive Director shall, within the constraints of the approved or amended budget, employ all secretarial, clerical and other similar help and expend funds for administrative expenses.

8.2.6. Audit: The Executive Director shall provide to the Members an annual audit of the financial affairs of the Pool to be made by a certified public accountant at the end of each Fiscal Year in accordance with generally accepted auditing principles. The annual report shall be delivered to the representative of each Member entity.

8.3. Treasurer: The Treasurer shall:

8.3.1. Have charge and custody of and be responsible for all funds and securities of the Pool; cause to be received and given all receipts for moneys due and payable to the Pool from any source whatsoever; cause to be deposited all such moneys in the name of the Pool in such banks, savings and loan associations or other depositories that are recognized as "Qualified Public Depositories" by the State Chief Financial Officer operating under Chapter 280 Florida Statutes, as shall be selected by the Executive Director as directed by the Board of Directors; cause to be invested the funds of the Pool as are not immediately required in accordance with the written investment policy established by the Board of Directors; and cause to be maintained the financial books and records of the Pool.

8.3.2. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to that individual by the Board of Directors. Nothing herein shall prevent the Treasurer from delegating, in writing, the functions of the office to third parties, whether members of the Board of Directors, employees of the Pool, or third parties, subject to the approval of the Board of Directors. However, the Treasurer shall maintain the control and responsibility for the execution of such functions by such delegates. The Board of Directors shall, commencing the 2003 Fiscal Year, select a Treasurer for a three-year term. Thereafter, and commencing the

2006 Fiscal Year, the Board of Directors shall, for all subsequent years, bi-annually select a Treasurer to serve a two year term. The term of office for the Treasurer shall begin on the 1st day of a Fiscal Year and expire on the last day of a Fiscal Year.

8.4 Secretary: The Secretary shall issue notices of all Board meetings, and shall attend and keep the minutes of same. The Secretary shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; and shall keep all written contracts of the Pool. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Executive Director or the Board of Directors.

8.5. Third Party Delegations: The Board may select a financial institution or certified public accountant to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a risk management company, administrator or agent to serve as claims administrator or to carry out some or all of the functions which would otherwise be assigned to the Executive Director. The Board may also employ persons or companies as independent contractors to carry out some or all of the functions of officers of the Pool.

8.6. Officer Vacancies: In the absence of the Executive Director, Treasurer or Secretary, or in the event of the inability or refusal of such officers to act, the Chairman of the Board of Directors may perform the duties of the Executive Director, Treasurer or Secretary, and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Executive Director, Treasurer or Secretary.

Article 9 - Finances and Health Trust Pool

9.1. Budget: The Board of Directors shall, by August 1 of the year prior to the start of each Fiscal Year adopt a final budget. Failure of the Board of Directors or the Executive Committee to approve a final budget within the time set forth within this Section shall not relieve the Members of the obligation to make monthly payments to the Pool.

9.2. Premium Payment Factors: In determining the amount of the Premium Payment due from each Member, some or all of the following factors may be considered:

- 9.2.1 Number of employees and the age, sex, and family or dependent coverage status of the employees who are expected to receive coverage through the Pool;
- 9.2.2 Past and prospective experience of the Member;
- 9.2.3 Geographic area of the Member, including the expected medical trend in that geographic area;
- 9.2.4 Administrative costs associated with providing coverage to the Member and its employees; and
- 9.2.5 Any other factor relevant in determining the expected costs of providing health coverages to the Member's employees;

- 9.2.6. **Determination of Rates:** New Members' rates will be determined on an experience rated basis using claims history, group demographics, and current plan designs and rates..

First year renewing Members will receive the average increase for the entire pool.

- 9.2.7 **Overall Pool Renewal:** Rates will be calculated by determining the participating entities combined loss ratios. Claims and fixed costs versus required premium.

Second year and subsequent renewing Members' rates will be determined by the pool average, then each Member will be individually underwritten to develop the group's loss ratio. Should the group's individual loss ratio be ten percent better than the total pool average, a decrement will be applied to the final renewal calculation. Should the group's individual loss ratio be ten percent worse than the pool average, an increment will be applied to the renewal. These increments and decrements may vary slightly year-to-year depending on the overall Trust's required premium.

9.3. **Budget Amendments:** Budgets may be amended at any time by majority vote of a quorum of the Board, provided, however, such amendments may not require payments, when added to previous payments by a Member for such Fiscal Year, to exceed such Member's Premium Payment determined for such year. The forwarding of such payments within a time specified in notices to the Members giving them not less than thirty-one (31) days to make such payments shall be of the essence of this contract.

9.4. **Retirement Fund Obligations:** Members shall be both severally and jointly liable to the State of Florida Department of Administration, Division of Retirement for any Florida Retirement Systems' contributions, which are owed by the Pool for Pool employees. Each member shall be responsible for expenses incurred which are attributable to the years of membership as outlined in the Intergovernmental Agreement, Article 11.

9.5. **Distribution of Surplus:** If, for any year during which the Pool was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted may distribute surplus funds to the Members who constituted the membership of the Pool in that prior year, after first deducting therefrom reasonable administrative and other non-allocated costs incurred by the Pool in the processing of the claims in years other than the one in which the claim was made. The distribution among the Members shall be in the same proportion to the total as was their Premium Payment for that year to the Premium Payments of all Members for such year.

Article 10 - Excess Insurance

10.1. **Specific Excess Insurance:** The Pool may purchase Specific Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts

which shall be approved by the Board of Directors. The purchase of Specific Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.2. Aggregate Excess Insurance: The Pool may purchase Aggregate Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board of Directors. The purchase of Aggregate Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.3. Losses: The Health Trust Pool (Loss Fund), the Specific Excess Insurance and Aggregate Excess Insurance shall provide payment for covered losses in any one Fiscal Year for members up to the limits approved by the Board of Directors. Should losses in any one Fiscal Year extinguish all available funds provided by the Pool, then the individual Member shall be responsible for all valid claims of its employees. The Pool shall make payments in the order in which the claims have been submitted and determined to be valid. In addition, pursuant to section 112.08(2)(b)7., Florida Statutes, each Member is responsible for payment of valid claims of its employees that are not paid within 60 days by the Pool. If the Board or the administrator acting on the Board's behalf has determined that appropriate funds are available, the Member shall be reimbursed for the payment of such valid claims. Membership in the Pool shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Pool.

Article 11 - Obligations of Members

11.1. Member Obligations: The obligations of Members of the Pool shall be as follows:

11.1.1. To budget for, where necessary, to levy for and to promptly pay all payments to the Health Trust Pool at such times and in such amounts as shall be established by the Board of Directors within the scope of this Intergovernmental Agreement. Any delinquent payments shall be paid with a penalty, which shall be set by the Board, but such rate shall not exceed the highest interest rate allowed by statute to be paid by a Florida public agency.

11.1.2. To select, in writing, a Representative to serve on the Board of Directors and to select an Alternate Representative.

11.1.3. To allow the Pool reasonable access to all records including employee demographic information and financial records, which relate to the purpose or powers of the Pool.

11.1.4. To allow attorneys employed by the Pool to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any dispute or claim for medical services relating to the purpose or powers of the Pool.

11.1.5. To furnish full cooperation with the Pool attorneys, third party administrators, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose or powers of the Pool.

11.1.6. To follow in its operations all health education and procedures established by the Pool within its purpose or powers.

11.1.7. To be solely responsible for payment of all premium or contributions for group health benefits. Failure to remit contributions or premiums due in accordance with Article 9 or to provide required information shall be grounds for immediate termination of coverage and benefits by the Program or Providers.

11.1.8. To notify its employees of group health benefits being provided by the Program or Providers. Members shall be solely responsible for furnishing all data and information to Participants required by applicable state or federal law.

Failure of a Member to abide by these requirements shall also be grounds for expulsion from the Pool.

11.2. Cancellation/Suspension of Coverage: In the event that a Member has made a material misstatement, non payment, or failed to comply with an underwriting requirement including misstatements regarding the number or family status of its employees, or the Member's health experience, the Board of Directors has the authority to rescind, cancel or suspend coverage. The Member shall be notified of the reason in writing by the Executive Director and may be given a reasonable time to take corrective measure prior to the Board of Directors' action.

Article 12 - Liability of Board of Directors or Officers of the Pool

12.1. Liability of Directors and Officers: The Representatives (or in their absence their Alternates) serving on the Board of Directors or officers of the Pool should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Pool funds, or failure to invest. No Representative shall be liable for any action taken or omitted by any other Representative. Representatives shall have the immunities provided by law and in particular Florida Statutes Section 163.01. The Pool may purchase insurance providing liability coverage for such Representatives or officers.

Article 13 - Additional Insurance Coverage

13.1. Member's Option to Purchase Additional Insurance: The Pool may make available to Members, optional group health benefits through one or more group health benefit plans offered by or through insurance, including self-insurance, as may be from time to time approved and endorsed by the Pool.

Article 14 - Coverage & Indemnity Dispute Resolution

14.1. After having reviewed a claim forwarded to the Pool, the Executive Director, officer, employee or independent contractor/administrator shall, in writing, be permitted to

decline to provide coverage or indemnification for such claim not believed to be within the scope of coverage provided by the Pool.

14.2. Any Member may request in writing to the Chairman of the Board of Directors, that the Board of Directors, at a regular scheduled meeting, take official action to affirm, modify or reverse a decision that a particular matter is or is not within the scope of coverage provided by the Pool. The Member shall be provided a full opportunity to explain its position to the Board of Directors. The Board of Directors, by majority vote, may affirm, modify, reverse, or defer the matter, subject to any insurance or reinsurance contractual obligations. The decision of the Board will be final.

Article 15 - Contractual Obligation

15.1. Enforcement: This document shall constitute a binding contract among those public agencies, which become Members of the Pool. The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with this Intergovernmental Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the Member. The terms of this Intergovernmental Agreement may be enforced in a court of law by the Pool.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. This Intergovernmental Agreement may be executed in duplicate originals and its passage by the Member's governing body shall be evidenced by a certified copy of a resolution passed by the members of the governing body in accordance with the rules and regulations of such public agency, provided, however, that except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Intergovernmental Agreement no Member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member. The Members intend in the creation of the Pool to establish an organization to provide coverage only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

15.2. Attorneys' Fees: In any legal action between the parties arising out of this Agreement, any attempts to enforce this Agreement, or any breach of this Agreement, the prevailing party may recover its expenses of such legal action including, but not limited to, its costs of litigation (whether taxed by the court or not) and its reasonable attorneys' fees (including fees generated on appeals) from the other party.

Article 16 - Expulsion or Termination of Members

16.1. Notice: No Member may be expelled except after notice from the Pool of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed.

A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged failure shall be final. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than sixty (60) days after the vote expelling the Member has been made by the Board of Directors. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) days after the date of the vote by the Board of Directors expelling the Member.

16.2. Responsibilities of Terminated Member: A former Member shall only continue to be fully responsible only for its' portion of any obligations incurred but not satisfied during the period of time they were a Member of the Pool. Such obligations may include, but not be limited to, premiums, loss fund payments, final audit and administrative fees, etc., owed or unpaid by the former Member. The former Member shall no longer be entitled to participate or vote on the Board of Directors. The Pool shall not be responsible for payment of any Terminated Member's covered employees' or dependents' claims unless the Member has satisfied all such obligations. Upon satisfaction of the obligations, the covered claims will be treated as if such Member has withdrawn pursuant to Article 4.3. and the Member shall be responsible for continued administrative payments as discussed in Article 4.3.

Article 17 - Termination of the Pool

17.1. Termination: If, at the conclusion of any term of the Pool, the Board of Directors votes to discontinue the existence of the Pool in accordance with Article 6.9.4., then the Pool shall cease its existence at the close of the then current Fiscal Year. Under those circumstances, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the termination of the affairs of the Pool. It is contemplated that the Board of Directors may be required to continue to hold meetings for some substantial period of time in order to accomplish this task, including the settlement of all covered claims incurred during the term of the Pool. The Pool shall continue to be fully responsible and obligated to pay covered claims and expenses owed by the Pool, which accrued before the Pool's termination. The money used to pay such covered claims and expenses shall remain with the Pool until such claims are settled and expenses are paid.

17.2. Distribution of Surplus upon Termination of Pool: Any excess funds remaining in the Pool after satisfaction of all obligations or assessments shall be distributed to the Members. Each Member current with the Pool at termination shall receive a proportionate share of the excess based upon that Member's premiums paid to the Pool during the five-year period immediately preceding the termination compared to the total amount of premium paid during that five-year period by all Members current with the Pool at termination. The Pool may make only partial distributions to the remaining Members in order to assure that all obligations of the Pool are satisfied. Once all such obligations have been satisfied, the remaining funds shall be distributed in accordance with the above.

17.3. Deficit: Should the Trust discontinue operations in a deficit position, the participating Members at termination, will be assessed an amount equal to the group's percentage of total enrollment.

17.4. Post-Termination Responsibilities of Member: After termination of the Pool, the Member shall continue to hold membership on the Board of Directors but only for the purpose of voting on matters affecting their limited continuing interest in the Pool for such years as they were Members of the Pool.

Article 18 – Constitutional Officers


18.1. Membership: Certain Constitutional Officers of the State of Florida may be located within the jurisdiction of a Member, and the Member may agree to include such Constitutional Officer's employees or retirees, their dependents, and others receiving continuation coverage, in the number of persons to be covered under the health coverage program discussed in these By-Laws and established by the PRM Health Trust. If such Constitutional Officer agrees to enroll in the coverage program, it must irrevocably agree in writing to be bound by all of PRM Health Trust's rules and regulations, as may be amended from time to time.


In witness whereof, this agreement has been executed by the Entity: _____

The approval of the foregoing agreement was passed by the Entity:

City of Seminole on the 9 day of August, 2016, and attached hereto, I do hereby execute and the _____ does hereby attest to my signature as evidence that the _____

_____ has approved and hereby becomes a bound signatory member of the "Intergovernmental Cooperative Agreement" for Public Risk Management of Florida Health Trust, a copy of which is attached hereto, and which is pursuant to Florida Statutes Section 112.08, which commenced its term on October 1, 1989.


Chairperson of Board, or Council Mayor


Chairperson, Public Risk
Management of Florida - Health Trust

ATTEST:

This 20th day of September, 2016.