

RESOLUTION NO. 2010- 236

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT RENEWAL WITH CHARTIS FOR STATUTORY DEATH BENEFITS FOR FIREFIGHTERS, AND ST. JOHNS COUNTY, FLORIDA, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

RECITALS

WHEREAS, the County and Chartis entered into an Agreement for firefighter statutory death benefits on October 19; and

WHEREAS, the County has reviewed the terms and conditions associated with the Agreement for firefighter statutory death benefits (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that extending the term of the Agreement for firefighter statutory death benefits with Chartis will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

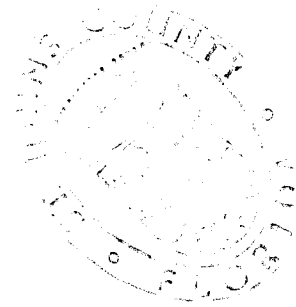
Section 2. The Board of County Commissioners hereby approves the terms, and conditions of the Agreement for firefighter statutory death benefits between St. Johns County, Florida, and Chartis, and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County.

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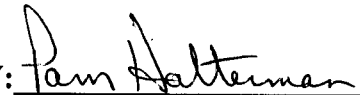
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of October, 2010.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

BY: 
Ron Sanchez, Chairman



ATTEST: Cheryl Strickland, Clerk

BY: 
Deputy Clerk

Rendition Date: 10/21/10

Effective Date: 10/1/10

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

COVERAGE BINDER

This Binder is effective on **October 1, 2010** at **12:01** AM Standard Time at the address of the Insured shown below and shall terminate **30 days** thereafter unless terminated prior thereto by: 1) notice of cancellation by the Insured or by the Company, or 2) issuance of the policy providing the coverage for which this Binder is temporary evidence.

Insurance Company Name: **National Union Fire Insurance Company of Pittsburgh, PA**
Policyholder Name: **St. John's County Board of County Commissioners**
Broker/Producer Name: **L B Bryan & Company**
Broker/Producer Contact: **Lon Bryan**
Policy Number: **SRG0009064843**

This document will confirm binder placement of the following coverage(s):

- | | | |
|---|---|---|
| <input type="checkbox"/> Business Travel Accident | <input type="checkbox"/> Basic AD&D | <input type="checkbox"/> Voluntary AD&D |
| <input checked="" type="checkbox"/> Blanket Special Risk – Florida Statutory AD&D | <input type="checkbox"/> Global Accident | <input type="checkbox"/> Group Vision |
| <input type="checkbox"/> Independent Contractors Occupational Accident | <input type="checkbox"/> Truckers Occupational Accident | <input type="checkbox"/> Group Critical Illness |
| <input type="checkbox"/> College Sports Accident | <input type="checkbox"/> Group Hospital Accident | <input type="checkbox"/> Group Hospital Indemnity |

Premium / Rates for the above referenced coverage(s) are:

The Policy premium is \$14,376.00 for a 3-year term.

Description of Benefits, Policy Forms, Terms & Conditions of Coverage(s):

C11695DBG-FL Policy
S30399DBG-FL Injury Definition and Exclusions Amendatory Endorsement
S30404DBG-FL Florida Statutory Benefit Endorsement
S30405DBG-FL Florida Annual Accidental Death Benefit Adjustment Rider
S30587DBG-FL Florida Statutory Burial Benefit Rider
S30588DBG-FL Day Care Benefit Rider
S30589DBG-FL Florida Statutory Medical Continuation Rider
S30590DBG-FL Florida Education Benefit Rider
89644 (7/05) Coverage Territory Endorsement

Premium shall be due and payable for the period this insurance is in effect.

In the event that a policy replacing this Binder is issued during the term this Binder is in effect such policy shall be effective on the same date as this Binder and any binder premium paid shall be applied against the premium due under the policy. This Binder is made and accepted subject to the foregoing provisions and stipulations and such provisions and stipulations as may be added hereto by the Company. This Binder provides a summary of the policy features only and does not cover all the terms, conditions and limitations. The policy will contain the actual terms, conditions and limits of the coverage to be provided. If there is any conflict between this Binder and the policy, the policy will govern in all cases. Acceptance of this Binder is contingent upon and subject to the actual terms of the policy as issued.

Authorized
Signature:



Chantal Thrift

Date: 10/1/2010

Covered Activities: While performing the duties of the Insured's job.

Accidental Death Benefit: Maximum Amount: \$65,000

Note:

- a. If an Insured is killed while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of a firefighter, participating in a training exercise; **an additional \$65,000 will be paid.**
- b. If an Insured is killed as a result of an unlawful and intentional act by another person, **an additional \$185,000 will be paid.**

Accidental Dismemberment Benefit: Maximum Amount: \$65,000

Note:

- a. If an Insured suffers a dismemberment while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of a firefighter, participating in a training exercise; **an additional \$65,000 will be paid.**
- b. If an Insured suffers a dismemberment as a result of an unlawful and intentional act by another person, **an additional \$185,000 will be paid.**

Burial Benefit: Maximum Amount: \$1,000

Day Care Benefit: Maximum Amount: \$2,000

Education Benefit: Maximum Amount: \$2,000

Medical Continuation Benefit: Maximum Amount: \$5,000

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

Annual Accidental Death Benefit Adjustment:

The Maximum Amount payable under the Accidental Death Benefit in the Policy will be adjusted on July 1 of each year following the Policy Effective Date shown in the Policy's Master Application by a percentage equal to that of the percentage increase in the Consumer Price Index.

Any payment for loss of life of an Insured will be in addition to any workers' compensation or pension benefits.

Upon receipt of due written proof of death, payment for loss of life of an Insured will be made to the beneficiary designated by the Insured in writing. If no beneficiary is named, loss of life benefits will be paid to the first surviving class of the following classes: the Insured's (1) child(ren) and spouse in equal portions; or (2) parents. Otherwise, we will pay benefits to the Insured's estate.

Consumer Price Index – as used in this section, means the consumer price index published by the U.S. Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

FLORIDA STATUTORY BENEFIT ENDORSEMENT

1. The definition of Injury in the Definitions section will be replaced by the following:

Injury - means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under this Policy is in force; (2) which occurs while such person is participating in a Covered Activity; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss.

Subject to the conditions stated in Florida statute, Injury shall also include any occupational condition or impairment of health of: (1) an Insured Firefighter, Law Enforcement Officer, Correctional Officer or Correctional Probation Officer caused by tuberculosis, heart disease or hypertension; or (2) an Insured Emergency Rescue or Public Safety Worker caused by hepatitis, meningococcal meningitis or tuberculosis, if such condition or impairment results in death.. However, any such employee shall have successfully passed a physical examination upon entering into any such service which examination failed to reveal any evidence of such condition if the condition or impairment results in death.

2. The following definitions are added:

Firefighter – as used in this endorsement, means any full-time duly employed uniformed firefighter employed by an employer, whose primary duty is the prevention and extinguishing of fires, the protection of life and property therefore, the enforcement of municipal, county, and state fire prevention codes, as well as the enforcement of any law pertaining to the prevention and control of fires, who is certified pursuant to § 633.35, and who is a member of duly constituted fire department of such employer or who is a volunteer firefighter.

Emergency Rescue or Public Safety Worker – as used in this endorsement, means any person employed full-time by the state or any political subdivision of the state as a firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, the term “emergency rescue or public safety worker” does not include any person employed by a public hospital licensed under chapter 395 or any person employed by a subsidiary thereof.

Law Enforcement Officer – as used in this endorsement, means any person who is elected, appointed or employed full time by any municipality of the state who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance and management responsibilities of full and part-time law enforcement officers or auxiliary law enforcement officers but does not include support personnel employed by the employing agency.

Correctional Officer – as used in this endorsement, means any person who is appointed or employed full time by the state or any political subdivision thereof, or by any private entity which has contracted with the state or county, and whose primary responsibility is the supervision, protection, care, custody and

control or investigation, or inmates within a correctional institution; however, the term “correctional officer” does not include any secretarial, clerical or professionally trained personnel.

Correctional Probation Officer – as used in this endorsement, means any person who is employed full time by the state whose primary responsibility is the supervised custody, surveillance and control of assigned inmates, probationers, parolees or community controllees within institutions of the Department of Corrections or within the community. The term includes supervisory personnel whose duties include, in whole or in part, the supervision, training and guidance of correctional probation officers, but excludes management and administrative personnel above, but not including, the probation and parole regional administrator level.

Burial Benefit.

If an Insured who is a volunteer or employed by a state, county or municipal agency is killed in the line of duty as a result of:

- 1) an act of violence inflicted by another person; while the Insured is engaged in the performance of his or her duties or
- 2) as a result of an assault against the Insured under riot conditions, while engaged in the performance of his or her duties

and death benefits are payable under the Policy,, the Company will pay the Maximum Amount shown on the Benefit Schedule for the funeral and burial expenses of the Insured. This amount is in addition to any other benefit amount payable under this policy, the Worker's Compensation Law or any other state or federal statutes.

Day Care Benefit.

If an Insured suffers Accidental Death for which benefits are payable under the Policy and the Insured has or is survived by Dependent Child(ren) under the age of 13, the Company will pay a benefit. The benefit will be equal or to the lesser of the following amounts:

- 1) the actual cost charged by an accredited Day Care Center per year per Dependent Child; or
- 2) \$2,000 per year.

to or on behalf of the Insured's Child(ren) The Dependent Child(ren) must be currently enrolled on the date of the Insured's death or subsequently enrolled within 90 days after the Insured's death.

The benefit is payable annually for a maximum of two consecutive if the enrollment is continuous and the child(ren) remain Dependent Child(ren), as defined. Satisfactory proof of continuous enrollment must be presented at the time of claim..

Definitions.

Dependent Child(ren) – as used in this Section, means the Insured's unmarried child, including a natural, step, foster or adopted child from the moment of placement in the Insured's home, under age 13 and primarily dependent on the Insured or the surviving spouse for support and maintenance.

Day Care Center – as used in this Section means a facility that is duly licensed, certified or accredited by the jurisdiction in which it is located to provide child care and is operating in compliance with the applicable laws and regulations of the jurisdiction.

Education Benefit for Dependents.

If an Insured Law Enforcement, Correctional Officer, Correctional Probation Officer or Firefighter is accidentally killed or killed due to an intentional act in the line of duty and for which death benefits are payable under the Policy, the Company will pay a benefit for certain educational expenses for the Insured's surviving spouse or Dependent Child(ren).

For a career certificates or an undergraduate degree, the benefit is the lesser of:

- (a) The annual tuition and cost of matriculation, exclusive of room and board, incurred for up to 120 credit hours; and
- (b) \$2,000.00, the Maximum Amount per school year, shown on the Benefit Schedule;

to or on behalf of the surviving spouse and/or any Dependent Child(ren) who, at the date of the accident, was enrolled as a full-time student in an institution of higher learning beyond the 12th grade level, or was at the 12th grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following the date of the accident.

Eligibility continues until the child(ren)'s 25th birthday.

Benefits provided to a surviving spouse must commence within 2 years of the Insured's death.

For graduate or post baccalaureate degrees, the benefit is the lesser of:

- (a) the annual tuition and cost of matriculation, exclusive of room and board, while the surviving spouse and/or Dependent Child(ren) continue(s) to fulfill the professional requirements associated with the specific degree program.
- (b) \$2,000.00, the Maximum Amount per school year shown on the Benefit Schedule;

to or on behalf of the surviving spouse and any Dependent Child(ren) who, at the date of the accident, was enrolled as a full-time student in an institution of higher learning beyond the 12th grade level, or was at the 12th grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following the date of the accident Insured's death.

Eligibility continues until the child(ren)'s 29th birthday.

Benefits provided to a surviving spouse must commence within 2 years of the death.

This benefit is payable annually for a maximum of two consecutive annual payments, but only if the surviving spouse and/or Dependent Child(ren) continue(s) his or her education as a full-time student in an institution of higher learning.

The Company will also pay, in addition to all other benefits payable, the actual cost incurred within 30 months from the date of the Insured's death (subject to a maximum of \$2,000.00) to or on behalf of the surviving spouse who has enrolled in any professional or trades training program for the purpose of obtaining an independent source of support and maintenance.

In addition, to be eligible for the benefits provided under this section, the surviving spouse and/or Dependent Child(ren) or spouse must be a Florida resident at the time of enrollment and must attend either an in-state private career center, college or university or an out-of-state private or public career center, community college or university and shall be enrolled according to the customary rules and requirements of the institution attended.

Only students in good standing shall receive these benefits. If the surviving spouse and or Dependent Child(ren) or spouse fails to comply with the ordinary and minimum requirements as to discipline and scholarship of the institution attended, these benefits shall be withdrawn and no further moneys expended so long as such failure or delinquency continues.

Definitions

Dependent Child(ren) – as it applies to this Benefit only, means the Insured's unmarried child, under the age of 25 years of age or 29 years of age in the case of graduate or post baccalaureate degrees, and who were primarily dependent on the Insured on the date of his or her death for at least 50% of support and maintenance.

Medical Continuation Benefit – Accidental Death

If an Insured Law Enforcement, Officer or Correctional Officer, or Correctional Probation Officer is killed in the line of duty as a result of:

- (a) An act of violence inflicted by another person while the Insured is engaged in the performance of his or her law enforcement duties; or
- (b) As a result of an assault against the Insured under riot conditions; or

If an Insured Firefighter is killed in the line of duty as a result of:

- (a) An act of violence inflicted by another person while the Insured is engaged in the performance of his or her duties; or
- (b) As a result of a fire which has been determined to have been caused by an act of arson; or
- (c) As a result of an assault against the Insured under riot conditions;

and death benefits are payable under the Policy, the Company will pay an amount equal to the lesser of the entire premium and the Maximum Amount shown in the Benefit Schedule of the Policyholder's Health Insurance Plan for the Insured's surviving Spouse until remarried, and for each eligible Dependent Child of the Insured. Benefits will continue, in the case of the Spouse, until he or she remarries and, in the case of Dependent Child(ren), until the later of: 1) he or she reaches the age of majority, or 2) the end of the calendar year in which he or she reaches age 25 if he or she continues to be dependent for support, or is a full-time or part-time student and is dependent for support. until the Dependent Child(ren) reach(es) the age of majority or until the end of the calendar year in which the Dependent Child(ren) reaches age 25 if:

At the time of the employee's death, the child is dependent upon the Insured for support; and The surviving child continues to be dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

Reductions and Limitations

This health insurance benefit ends the earlier of:

- 1. five (5) years; or
- 2. when the Maximum Benefit is paid; or
- 3. when the Spouse or Dependent Child(ren) become covered under any other plan for individual or group health insurance coverage.

(b) In addition to any applicable criminal penalty, upon conviction for a violation as described in Florida statute, a Law Enforcement Officer, Correctional Officer, Correctional Probation Officer or Firefighter or other beneficiary who receives or seeks to receive benefits under this section shall forfeit the right to receive such benefits and shall reimburse the Company for all benefits paid due to fraud or any other prohibited activity.

Termination

This benefit ends the earliest of:

- 4. the expiration of five (5) years from the date of the Catastrophic Injury; or
- 5. the date the Maximum Benefit is paid; or
- 6. the date the Spouse and/or Dependent Child(ren) become covered under any other plan for individuals in a group.

Definitions

Dependent Child(ren) – as used in this section, means the Insured's unmarried child(ren), including a natural, step, foster or adopted child from the moment of placement in the Insured's home, and at the time

of the Insured's death, the surviving child(ren) is/are under the age of 25 and dependent upon the Insured for support or a full-time or part-time student and dependent upon the Insured for support.

Health Insurance Plan – as used in this section, means the Policyholder's basic group health plan under which the Law Enforcement, Correctional, or Correctional Probation Officer or Correctional Officer or Firefighter was insured at the time of the Catastrophic Injury or death but it does not include supplemental benefits that are not part of the basic group health insurance plan.

Spouse – as used in this section, means the Insured's legal spouse not legally separated.

Exclusions:

No coverage shall be provided and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily Injury.

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or autoeroticism.
2. sickness, or disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
3. the Insured's commission of or attempt to commit a felony.
4. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
5. declared or undeclared war, or any act of declared or undeclared war, except if specifically provided.
6. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
 - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
7. the Insured being under the influence of intoxicants.
8. the Insured being under the influence of narcotics unless taken under the advice of and as specified by a Physician.
9. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
10. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.
11. any condition for which the Insured is entitled to benefits under any Workers' compensation Act or similar law.
12. the Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.

Thank you for allowing us to quote this renewal. If you would like to discuss the quote or have any questions, please feel free to contact us.

Sincerely,



Chantal Thrift
Senior Underwriter
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