

**ARTICLE LV. - BLUEWATER BAY MUNICIPAL**  
**SERVICES BENEFIT UNIT**

**Section 1. - Creation; boundaries.**

- (1) The area in Okaloosa County described below shall be established as a special district, known as "The Bluewater Bay Municipal Services Benefit Unit" or the "MSBU" under the authority of F.S. § 125.01(1)(q). The purpose of the MSBU is to provide **improvements and services within the MSBU which specially benefits the properties within its boundaries.** ~~maintain the quality of life of the owners of parcels in the benefit unit at the level of quality they desire.~~ The MSBU shall consist of all parcels within the boundary of the property known as "Bluewater Bay", in unincorporated Okaloosa County, and is more specifically described as follows:

COMMENCE ON THE SOUTHEAST CORNER OF WOODLANDS PH 3 AT BWB S/D WHERE IT INTERSECTS THE EAST SECTION LINE OF SECTION 26, T1S, R22W, SAID POINT BEING P.O.B., THENCE WEST AND NORTH ALONG THE BOUNDARY LINE OF WOODLANDS PH 3 AT BWB S/D TO THE SOUTH BOUNDARY LINE OF WOODLANDS PH 2 AT BWB S/D, THENCE WEST ALONG THE SOUTH BOUNDARY LINE OF WOODLANDS PH 2 AT BWB S/D TO THE PROJECTED INTERSECTION OF THE SOUTH BOUNDARY LINE OF WOODLANDS PH 2 AT BWB S/D ON THE WEST R/W OF WHITE POINT RD (STATE ROAD 293), THENCE SOUTH ALONG THE EAST R/W OF WHITE POINT RD TO THE PROJECTED INTERSECTION OF THE NORTH BOUNDARY OF MEADOW WOODS S/D WITH THE WEST R/W OF WHITE POINT RD THENCE WEST ALONG PROJECTED LINE TO THE WEST R/W OF WHITE POINT RD AND THE NORTHEAST CORNER OF MEADOW WOODS S/D, THENCE NORTHERLY ALONG THE WEST R/W OF WHITE POINT RD TO THE SOUTH R/W OF WOODLANDS DR, THENCE WEST ALONG THE SOUTH R/W OF WOODLANDS DR TO THE INTERSECTION OF THE NORTHEAST CORNER OF CARIBBEAN VILLAGE SOUTH UNIT 2 S/D AND THE SOUTH R/W OF WOODLANDS DR, THENCE MEANDER SOUTHWEST ALONG THE SOUTHEAST BOUNDARY LINE OF CARIBBEAN VILLAGE SOUTH UNIT 2 S/D TO THE INTERSECTION OF THE EAST BOUNDARY LINE

OF CARIBBEAN VILLAGE SOUTH UNIT 1 S/D, THENCE MEANDER SOUTHERLY ALONG THE EAST BOUNDARY LINE OF CARIBBEAN VILLAGE SOUTH UNIT 1 S/D TO THE NORTHEAST END OF GRASS LAKE, THENCE MEANDER SOUTHWESTERLY ALONG THE NORTH SHORELINE OF GRASS LAKE TO THE INTERSECTION OF THE NORTH SHORELINE OF CHOCTAWHATCHEE BAY, THENCE MEANDER NORTHWESTERLY ALONG THE NORTH SHORELINE OF CHOCTAWHATCHEE BAY TO THE WEST SHORELINE OF WARD COVE, THENCE MEANDER SOUTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE SHORELINE OF WARD COVE TO THE INTERSECTION OF THE SHORELINE OF WARD COVE TO THE INTERSECTION OF THE WEST SECTION LINE OF SECTION 15, T1S, R22W AND THE SOUTH SHORELINE OF WARD COVE, THENCE SOUTH ALONG THE WEST SECTION LINE OF SECTION 15, T1S, R22W TO THE NORTHWEST CORNER OF MAGNOLIA FOREST PHASE 2 S/D, THENCE EAST ALONG THE NORTH BOUNDARY LINE OF MAGNOLIA FOREST PHASE 2 S/D TO THE NORTHWEST CORNER OF MAGNOLIA FOREST S/D, THENCE EAST ALONG THE NORTH BOUNDARY LINE OF MAGNOLIA FOREST S/D TO THE SOUTHWEST CORNER OF SHADOW OAK S/D, THENCE EAST ALONG THE SOUTH BOUNDARY LINE OF SHADOW OAK S/D TO THE SOUTHEAST CORNER OF SHADOW OAK S/D, THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SHADOW OAK S/D TO THE PROJECTED INTERSECTION OF THE EAST BOUNDARY LINE OF SHADOW OAK S/D WITH THE EAST R/W OF IDA COON CIR, THENCE NORTHERLY ALONG THE EAST R/W OF IDA COON CIR TO THE INTERSECTION WITH THE NORTHWEST CORNER OF THE WHITE WILSON PROPERTY AND THE EAST R/W OF IDA COON CIR, THENCE EAST ALONG THE NORTH PROPERTY LINE OF WHITE WILSON TO THE INTERSECTION OF SOUTH R/W OF HWY 20 AND THE NORTHEAST CORNER OF WHITE WILSON PROPERTY, THENCE SOUTHEASTERLY ALONG THE SOUTH R/W OF HWY 20 TO THE INTERSECTION OF THE NORTH SECTION LINE OF SECTION 23, T1S, R22W AND THE SOUTH R/W OF HWY 20, THENCE EAST ALONG THE NORTH SECTION LINE OF SECTION 23, T1S, R22W TO THE INTERSECTION OF THE NORTHWEST CORNER OF

PARKWOOD LANE AT BWB S/D AND THE NORTH SECTION LINE OF SECTION 23, T1S, R22W, THENCE EAST AND NORTH ALONG THE NORTH BOUNDARY LINE OF PARKWOOD LANE AT BWB S/D TO THE INTERSECTION OF THE SOUTH R/W OF RANGE RD AND THE NORTH BOUNDARY LINE OF PARKWOOD LANE AT BWB S/D, THENCE DUE NORTH TO THE SOUTHWEST CORNER OF PARKWOOD ESTATES S/D, THENCE NORTH ALONG THE WEST BOUNDARY LINE OF PARKWOOD ESTATES S/D TO THE SOUTHWEST CORNER OF PARKWOOD ESTATES PHASE 2 S/D, THENCE NORTH ALONG THE WEST BOUNDARY LINE OF PARKWOOD ESTATES PHASE 2 S/D TO NORTHWEST CORNER OF PARKWOOD ESTATES PHASE 2 S/D, THENCE DUE NORTH TO THE SHORELINE OF ROCKY BAYOU, THENCE NORTHEASTERLY TO THE INTERSECTION OF THE NORTHWEST BOUNDARY LINE OF BOLTONS LANDING S/D, THENCE NORTHEASTERLY AND EASTERLY ALONG THE BOUNDARY LINE OF BOLTONS LANDING S/D TO THE INTERSECTION OF THE WEST R/W OF BLUEWATER BLVD NORTH, THENCE MEANDER CLOCKWISE AROUND THE R/W OF BLUEWATER BLVD NORTH TO THE INTERSECTION OF THE WEST BOUNDARY LINE OF VILLAGE OF BOLTON AT BWB S/D, THENCE NORTHEAST, EAST, AND SOUTH ALONG THE EAST BOUNDARY LINE OF VILLAGE OF BOLTON AT BWB S/D TO THE INTERSECTION OF THE NORTHEAST CORNER OF EAGLES RIDGE S/D, THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF EAGLES RIDGE S/D TO THE INTERSECTION OF THE NORTHEAST CORNER OF PARKWOOD ESTATES PHASE 5 S/D, THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF PARKWOOD ESTATES PHASE 5 S/D TO THE INTERSECTION OF THE NORTHEAST CORNER OF PARKWOOD ESTATES PHASE 7 S/D, THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF PARKWOOD ESTATES PHASE 7 S/D TO THE INTERSECTION OF THE NORTHEAST CORNER OF THE BUNGALOWS AT BWB S/D, THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF THE BUNGALOWS AT BWB S/D TO THE PROJECTED INTERSECTION OF THE EAST BOUNDARY LINE OF THE BUNGALOWS AT BWB S/D WITH THE SOUTH R/W OF RANGE RD, THENCE EAST ALONG THE SOUTH R/W OF RANGE RD TO THE NORTHEAST CORNER OF PARKWOOD AT BWB S/D,

THENCE MEANDER SOUTHERLY ALONG THE EAST BOUNDARY LINE OF PARKWOOD AT BWB S/D TO THE NORTHEAST CORNER OF PARKWOOD PLACE AT BWB S/D, THENCE SOUTHEAST AND SOUTH ALONG EAST BOUNDARY LINE OF PARKWOOD PLACE AT BWB S/D TO THE INTERSECTION OF THE SOUTHEAST CORNER OF PARKWOOD PLACE AT BWB S/D AND THE NORTH BOUNDARY LINE OF PARKWOOD SQUARE PHASE 1 S/D, THENCE SOUTHEAST ALONG THE NORTH BOUNDARY LINE OF PARKWOOD SQUARE PHASE 1 S/D TO THE NORTHEAST CORNER OF PARKWOOD SQUARE PHASE 1 S/D, THENCE DUE SOUTHEAST TO THE EAST SECTION LINE OF SECTION 23, T1S, R22, THENCE SOUTH ALONG THE EAST SECTION LINE OF SECTION 23, T1S, R22, TO THE INTERSECTION OF THE SOUTH R/W OF HWY 20 AND THE EAST SECTION LINE OF SECTION 23, T1S, R22, THENCE NORTHWEST ALONG THE SOUTH R/W OF HWY 20 TO THE INTERSECTION OF THE SOUTH R/W OF HWY 20 AND WEST R/W OF WRIGHT DR, THENCE SOUTH ALONG THE WEST R/W OF WRIGHT DR TO THE INTERSECTION OF THE NORTH BOUNDARY LINE OF INDIGO VILLAGE S/D AND THE WEST R/W OF WRIGHT DR, THENCE WEST, NORTHWEST, AND SOUTH ALONG THE BOUNDARY LINE OF INDIGO VILLAGE S/D TO THE INTERSECTION OF THE NORTHEAST CORNER OF WOODLANDS PHASE 5 S/D, THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF WOODLANDS PHASE 5 S/D TO THE INTERSECTION OF THE NORTHEAST CORNER OF WOODLANDS PHASE 4 S/D, THENCE SOUTH AND EAST ALONG THE BOUNDARY LINE OF WOODLANDS PHASE 4 S/D TO THE INTERSECTION OF THE EAST SECTION LINE OF SECTION 23, T1S, R22W, AND THE EAST BOUNDARY LINE OF WOODLANDS PHASE 4 S/D, THENCE SOUTH ALONG THE EAST SECTION LINE OF SECTION 23, T1S, R22W TO THE INTERSECTION OF THE NORTHEAST CORNER OF SECTION 26, T1S, R22W THENCE SOUTH TO THE SOUTHEAST CORNER OF WOODLANDS PH 3 AT BWB S/D AND P.O.B.

There is specifically excluded from the above the following: Blue Pine Village, First Baptist Church at Bluewater Bay, Nicewood Garden Apartments, Indigo Village, White Point Estates, Meadow Wood, Raintree Estates, and all properties whose access to State Road 20 is obtained through Lancaster Drive.

- (2) Any property owned by a governmental entity ~~federal lands or lands within a municipality~~ included within the boundary of the MSBU ~~district~~ described herein shall be excluded from the MSBU ~~district~~ and its jurisdiction. If any area, tract, or parcel within the boundaries of the MSBU ~~district~~ shall hereafter become annexed to a municipality, such area, tract, or parcel shall be excluded from the MSBU ~~district~~ effective the next January 1 following such annexation by a municipality. Nothing contained in this ordinance shall preclude any municipality from annexing lands to the territorial limits of the municipality even if such land is included within the MSBU ~~district~~.
- (3) Should any part of the territory covered in this article be excluded by judicial decree or for any other reason, then this article shall continue in effect as to the balance of the territory.

## **Section 2. – Board of ~~of benefit unit~~ Directors.**

The business and affairs of the MSBU ~~benefit unit~~ shall be conducted and administered by a governing board of five ~~benefit unit~~ directors, who shall be qualified electors residing in the MSBU ~~district~~. Said ~~benefit unit~~ directors, upon their appointment or election and qualification as provided in section 3 and annually in ~~January~~ December, shall organize by electing from their number a chairman, and a vice-chairman. The directors shall not receive any compensation for their service but shall receive reimbursement for out-of-pocket expenses incurred for the conduct of the business and affairs of the MSBU ~~district~~. Each director ~~benefit unit officer~~ shall, before he enters upon his duties as such director ~~officer~~, execute for the benefit of the MSBU ~~district~~, a good and sufficient fiduciary bond in the sum of \$1,000.00 with a qualified corporate surety conditioned to faithfully perform the duties of such director ~~officer~~ and to account for all funds to come into his hands as such director ~~officer~~. All premiums for such surety on all such bonds shall be paid from the funds of the MSBU ~~district~~.

Pursuant to state statute, the board of county commissioners is deemed to be the governing body of the MSBU ~~district~~ and it shall ~~perform that function be~~ responsible for overseeing the MSBU, the approval of its budget and ratifying the amount of any annual assessments imposed within its boundaries. ~~by adopting annually a budget for the benefit unit.~~

### Section 3. – Same Board of Directors; terms of office.

- A. ~~[Initial benefit unit directors.]The initial benefit unit directors shall be: Edward L. Callicotte, Samuel G. Ellsworth, Roger H. Oelke, Albert A. Salerno, and Karl E. Welhart. Said initial benefit unit directors shall hold and remain in office until their successors are elected and qualified in the general election in the year 2004, unless such directors cease to be qualified to act or are removed for cause. In the 2004 general election, three directors shall be elected for four year terms and two directors shall be elected for two terms. The three candidates attaining the highest number of votes shall be elected for four year terms and the two candidates receiving the next highest number of votes will be elected for two year terms. In subsequent elections, e~~Each director officer shall be elected for a term of four years. They shall qualify for office pursuant to law. In the event any director officer ceases to be qualified to act, through resignation, removal for cause, other compelling reason, or due to the failure of any candidates to qualify for the office, the vacancy thereby created shall be filled by appointment by the majority of the remaining members of the benefit unit board of directors of the MSBU district until the expiration of the term of the member who has become disqualified or failed to qualify for election.
- B. Qualification. Each candidate shall qualify by obtaining ten signatures of qualified voters within the Bluewater Bay MSBU area, and shall pay a \$25.00 qualification fee. ~~During 2004, qualifications of candidates shall occur between July 12, 2004 and July 16, 2004. In other years,~~ Qualifications for candidates shall be during the periods established for other county-wide candidates.
- C. Applicability of election code. In the event more candidates qualify than there are open positions on the Board of Benefit Unit Directors of the Bluewater Bay MSBU, in that event, the general election code of the State of Florida will apply to all candidates in the same manner and to the same extent as that code applies to other countywide candidates.
- (1) Removal from office, failure to attend meetings:
- (a) Any member of the benefit unit board of directors may be removed from office by a majority vote of the benefit unit board of directors, for cause. Prior to taking such action, the director subject to removal shall be provided notice of the hearing where the removal will be considered and shall be provided an opportunity to be heard. Cause shall be considered to be malfeasance or neglect in the performance of his duties or the violation and/or conviction of a crime related to that directors official duties.

- (b) If any member of the ~~benefit unit~~ board of directors fails to attend two consecutive board meetings without a satisfactory excuse, or if a member is absent from more than one-half of the boards meetings in a given year, the directors shall declare the member's seat vacant and the vacancy shall be filled as above.
- (2) Chairman/vice chairman: The chairman/vice chairman terms shall be for one year, with eligibility for re-election, however, the chairman/vice chairman can only serve two consecutive terms.
- (3) Election details: ~~Any election subsequent to the adoption of the benefit unit~~ Elections will be for all qualified electors residing in the district, not just property owners. In addition, the MSBU ~~benefit unit~~ will pay for any expense caused by additional ballot styles.

#### **Section 4. – Board of Directors; meetings.**

The directors of the ~~MSBU~~ ~~benefit unit~~ shall have the duties usually pertaining to like directors. The board of directors may adopt its own by-laws for conducting its business and meetings. A record shall be kept of all meetings of the board. A majority of the ~~benefit unit~~ directors must be present to convene a meeting of the board. At least three of the members present shall be necessary for any affirmative action by the board. The meetings of the board and minutes of the meetings shall be open to the public at all times. The board shall adhere to Florida Sunshine Laws and shall keep minutes of meetings, and written records of resolutions, findings and determinations. The MSBU and its board of directors shall be subject to the Public Records Law. Need county support lynn suggested 1 email to archive

#### **Section 5. - Audit.**

The books and records of the MSBU ~~benefit unit~~ will be audited annually as a part of Okaloosa County's single audit. Copies of this audit will be submitted to the board of county commissioners.

#### **Section 6. - Powers.**

The board of directors shall have authority to:

- (1) Adopt rules and regulations not inconsistent with state law or any portion of this ordinance as it may deem necessary in the transaction of its business and in carrying out the provisions of this article.

- (2) The ~~benefit unit~~ board of directors shall determine for each fiscal year the level, extent and type of ~~community~~ services and improvements to be provided and their estimated cost, including administrative costs and expenses (including property appraiser and tax collector, as required by law) and any fees for services of professional personnel, technicians or consultants deemed necessary by the board of directors committee for the effective provision of the ~~community~~ services and improvements. The cost of ~~community~~ services and improvements shall be included as part of the then become the proposed budget for the MSBU ~~benefit unit~~ for the ensuing fiscal year.
- (3) Purchases, solicitations for services and other contractual services shall be procured through the policies and procedures of the County's Purchasing Manual. Modify language?

#### **Section 7. - Provision of services.**

The ~~benefit unit~~ board of directors will not hire any employees. All functions of the MSBU ~~benefit unit~~ will be accomplished through the use of contracts, volunteers or other such non-employee types of arrangements.

#### **Section 8. - Funding.**

- (1) The ~~benefit unit~~ board of directors is hereby authorized to recommend to the board of county commissioners, the levy of and impose an annual assessments against all property in the MSBU ~~district~~ with the following limitations.
- (a) The ~~initial~~ current assessment unit amount for financing the operation of the ~~benefit unit~~ MSBU ~~shall not exceed~~ is established at \$63.00.
- (b) The assessment unit amount cannot increase by more than five percent from the previous year.
- (c) The assessments collected shall be used to provide services and improvements within the MSBU that specially benefit the properties within the MSBU ("Assessment Projects").
- (d) The assessments may be used to fund reasonable expenditures related to the provision of management services for the benefit of the MSBU and the properties therein.
- (e) The assessments may be used to fund reasonable administrative costs related to the provision of the services and improvements and the operation of the MSBU.

(2) Method of establishing the assessment. The assessment unit is the standard for imposing the annual assessment. The assessment unit shall be determined by dividing the approved cost budget for Assessment Projects by the total number of residential lots and commercial and institutional residential lot equivalents to determine the assessment unit, then applying that amount to each residential lot and commercial and institutional parcel as set forth ~~defined~~ below. The cost of Assessment Projects ~~community services~~ as set forth in the approved budget shall be allocated as follows among the parcels:

(a) Residential:

- 1- Each lot which is platted residential property, whether built on or not, will be assessed the same, one assessment unit.
- 2- Tracts of land intended for development as residential property but not yet improved will be assessed one assessment unit per acre (rounded to the nearest tenth acre) until platted, after which they will be assessed as in -1- above.
- 3- Each townhouse unit, condominium unit, or other property division intended as a residential dwelling or rental unit, shall be assessed one assessment unit.

(b) Commercial:

- 1- Commercial property will be assessed one assessment unit per 1,000 square feet of building space constructed (property appraiser adjusted square footage figures will be used).
- 2- Parcels used as commercial property but without a building will be assessed one assessment unit per acre (rounded to the nearest tenth acre).
- 3- Parcels intended for use as commercial property but not yet developed will be assessed one assessment unit per acre (rounded to the nearest tenth acre). When built on or placed into use as commercial property the parcel will be assessed as per -1- or -2- above.

(c) Institutional:

- 1- Institutional property will be assessed one assessment unit per 1,000 square feet of building space constructed (property appraiser adjusted square footage figures will be used).
- 2- Parcels used as institutional property but without a building will be assessed one assessment unit per acre (rounded to the nearest tenth acre).

-3- Parcels intended for use as institutional property but not yet developed will be assessed one assessment unit per acre (rounded to the nearest tenth acre). When built on or placed into use as Institutional property the parcel will be assessed as per -1- or -2- above.

- (3) In each year that an annual assessment is imposed, the board of directors shall adopt a Preliminary Assessment Resolution which will set forth the proposed annual assessment to be considered by the board for the upcoming fiscal year. Upon adoption, the Preliminary Assessment Resolution will be provided to the Property Appraiser of Okaloosa County and Tax Collector of Okaloosa County for inclusion on the Truth in Mileage (TRIM) bill. Such Preliminary Assessment Resolution shall be adopted and provided to the Property Appraiser in sufficient time to allow inclusion on the TRIM.
- (4) Prior to September 1 of each year, The ~~benefit unit~~ the annual assessment shall be approved levied and imposed by the ~~benefit unit~~ board of directors by the adoption of a Final Assessment Resolution which shall be reduced to writing. The Final Assessment Resolution shall recommend to the board of county commissioners the amount of the annual assessment that the board of directors recommends. The board of directors shall make a specific finding within the Final Assessment Resolution that the Assessment Projects to be funded by the annual assessment will specially benefit the properties within the MSBU. In addition to the adoption of the Final Assessment Resolution, the board of directors shall approve the budget for the MSBU for the fiscal year. The approval of the annual assessment and the budget may be approved within a single resolution. A copy of such Final Assessment Resolution shall forthwith be forwarded to the Property Appraiser of Okaloosa County, the Tax Collector of Okaloosa County and the board of county commissioners. The ~~benefit unit~~ board of directors shall comply with all state laws relative to the levy of the annual assessment.
- (5) All annual assessments to be levied and collected pursuant hereto shall be due and assessed and certified by the Property Appraiser of Okaloosa County and ~~c~~Collected by the Tax Collector of Okaloosa County in the same manner as ~~municipal~~ property taxes of governmental entities within the State of Florida and shall be collected on the tax bill. ~~the various municipalities in Okaloosa County, Florida.~~
- (6) The annual assessment hereby authorized to be levied, assessed, and imposed shall thereupon become a lien upon property within the MSBU district and enforced in the same manner as liens for ad valorem taxes. Such lien for such

MSBU district annual assessment shall be a first lien superior in dignity to all other liens except ad valorem tax liens.

- (7) The MSBU benefit unit designates the property appraiser or his designate and the tax collector or his designate to act as agent for the MSBU benefit unit to modify the final annual assessment if changes are made to the tax roll after final notification is sent to property owners.

### **Section 9. - Indebtedness.**

Except as provided in this ordinance, the ~~benefit unit~~ board of directors shall not create indebtedness or incur obligations for any purpose or amount which it is unable to pay out of the MSBU district funds properly appropriated therefore in its current annual budget, as the same may from time to time be amended, as provided herein.

### **Section 10. - Use of funds.**

- (1) Those funds obtained from the levy of the annual assessment on the parcels shall be maintained in a separate account on deposit with the Clerk of Circuit Court of Okaloosa County and used solely for funding the expenditures for Assessment Projects.
- (2) The board nor anyone else acting on shall not contract for the expenditure of funds in any fiscal year other than the current fiscal year, and only for the purposes authorized in the budget. Funds obtained from the levy of the annual assessment shall not be used to finance any project outside of the MSBU benefit unit. All funds collected by the annual assessment for a specific fiscal year need not be expended by the end of that fiscal year if actual costs do not meet the estimated amount. Any funds remaining at the end of the fiscal year shall be carried forward to the next fiscal year.
- (3) The board of directors may amend the budget for the fiscal year in order to add projects for which funds are available. The board of directors may delete projects from an existing budget so that their allocated funds can be transferred to other projects already approved. All amendments are subject to approval and ratification by the board of county commissioners.
- (4) A reserve fund shall be established in the initial budget, and thereafter, shall be replenished, as required, so that the balance at the beginning of each fiscal year is at least (10) ten percent of the anticipated expenditures for that year.

- (5) Insurance requirements. The board of directors ~~committee~~ shall purchase and continue in force property, liability, workers compensation (if needed), and other insurance policies to adequately protect against work related injuries, property damage and third party claims. All property and liability policies shall include Okaloosa County, Florida as an additional insured. Certificates of insurance evidencing the type and amount of insurance shall be provided the Board of County Commissioners of Okaloosa County, Florida at least annually. Any claim deductible or other claim cost will be paid from the reserve fund of the district.

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