

**Professional Services Agreement for
Property, Casualty, and Liability Insurance Program**

2021-20



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Luis Collazo
Councilmember Carlos Alvarez
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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This Agreement made this 17th day of August in the year **2021** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and World Risk Management hereinafter called the "Consultant," having a principal office at 20 N. Orange Ave Orlando, FL 32801.

RECITALS

WHEREAS the Town has requested the Consultant to provide a property, casualty, and liability insurance program ("Services").

WHEREAS, the Consultant has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A: GENERAL TERMS AND CONDITIONS

1. Definitions

- a. *Additional Services*** means any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- b. *Attachments*** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- c. *Consultant*** means World Risk Management, LLC, which has entered into the Agreement to provide professional services to the Town.
- d. *Deliverables*** mean all documentation and any items of any nature submitted by the Consultant to the Town's Project Manager for review and acceptance pursuant to the terms of this Agreement.
- e. *Errors*** means Services or work product prepared by the Consultant that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- f. *Hourly Rates*** means the expense to the Consultant and on an hourly rate basis for employees in the specified professions and job categories assigned to provide Services under this Agreement. Hourly rates are inclusive of all indirect expense, cost, overhead, and margin.
- g. *Fee*** means the amount of compensation mutually agreed upon for the completion of Basic Services as determined in accordance with Article A.2.c.i. Fee Amount.
- h. *Project Manager*** means the Title of Project Supervisor who will manage and monitor the Services to be performed under this Agreement.
- i. *Professional Services*** means those services within the scope of practice for property, casualty, and liability insurance program.
- j. *Scope of Service(s)*** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- k. *Town Council*** means the legislative body of the Town of Miami Lakes.

- l. **Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- m. **Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- n. **Work Order*** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Consultant.
- o. **Work Order Proposal*** means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

2. General Conditions

*a. **Term***

The Term of this Agreement shall be for three (3) year(s) commencing on the effective date of the Agreement.

The Town, by action of the Town Manager, has the option to extend the term of the Agreement for two (2) one-year(s) terms, subject to continued satisfactory performance as determined by the Town Manager and to the availability and appropriation of funds.

*b. **Scope of Services***

Consultant agrees to provide the Services as specifically described and set forth in Section B.

*c. **Compensation***

i. Fee Amount

The amount of compensation payable by the Town to Consultant for the Services included in Attachment A, in accordance with the Fee Schedule established in Attachment B; provided, however, that in no event shall the amount of compensation exceed \$ [REDACTED] per year for the initial three (3) year period unless **the insurance provided is modified under Section 3 of the Agreement, at which time the fee to be paid to Consultant shall be adjusted accordingly. Any adjustment to the fee shall be subject to approval by action of the Town manager, who has authority to authorize fee adjustments up to \$10,000 or Town Council for any fee adjustments exceeding \$10,000** and put into effect by written amendment to this Agreement.

Annual broker fee shall remain firm and fixed for the initial term of the Agreement. The fee for any option or extension periods may be negotiated but shall be capped at 2% of the previous year's annual fee. The Consultant shall provide written notice and justification to the Project Manager within ninety (90) days of the Agreement expiration date for any proposed increase in the annual broker fee.

The Consultant shall not accept any remuneration other than the amount(s) stipulated in Attachment B in connection with providing the Services. The Consultant will disclose to the Town any and all commissions received by the Consultant for the Services provided to Town pursuant to this Agreement. Such commissions shall not include, and the Consultant shall not accept in connection with the Services any additional remuneration.

The program and prices for insurance premium(s) shall be reviewed and approved by the Town each year of the Agreement, including option years.

All Services undertaken by the Consultant before the Town's approval of this Agreement shall be at the Consultant's own risk and expense.

ii. Payments

Consultant shall invoice the Town in accordance with the Fee Scheduled contained in Attachment B of this Agreement.

The Consultant shall attach to the invoice all supporting data for payments acceptable to the Town that documents the costs incurred on an hourly rate.

All payments shall be made in accordance with the Florida Statute 218.74, which is also known as the Local Government Prompt Payment Act.

3. Additional Services

When the Town desires to obtain insurance pursuant to this Agreement, the Town will notify the Consultant in writing of the specifics of the insurance required, including, but not limited to, the nature of the coverage, the amount of the coverage, and a specification of named insureds, additional insureds, or additional named insureds. The Consultant shall then proceed to obtain quotes for the requested insurance. At such time as the Consultant has completed the process, the Vendor shall submit to the Town a report detailing the work performed by the Consultant, the insurance options available to the Town, the Consultants recommendations with explanation for the recommendation, and all costs, including premiums and commissions, associated with each option. The Town shall review the options and shall either select one of the options available or reject all options. If the Town selects an option, the Town will issue a Purchase Order to the company or companies providing the insurance under that option.

4. Performance

a. *Performance and Delegation*

The Services to be performed hereunder must be performed by the Consultant or Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subconsultant.

b. Removal of Unsatisfactory Personnel

The Project Manager or Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Consultant or subconsultant.

c. Consultant Key Staff

The parties acknowledge that Consultant was selected by the Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Consultant's employ. Consultant must obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

5. Standard of Care

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

6. Subconsultants

Unless this box is checked, the use of subconsultants is prohibited under this Agreement.

7. Default

a. General

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Village. Consultant understands and agrees that termination of this Agreement under this section does not release Consultant from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Consultant a specified time to correct a default.

b. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- i. Consultant fails to obtain or maintain the required insurance.
- ii. Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- iii. Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

c. *Time to Cure Default; Force Majeure*

Town through the Town Manager will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

8. Termination of Agreement

a. *Town's Right to Terminate*

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Consultant will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

b. *Consultant's Right to Terminate*

The Consultant shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

c. *Termination Due to Undisclosed Lobbyist or Agent*

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9. Documents and Records

a. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Consultant must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Consultant is to keep copies of all such records, documents, or data for its records. However, Article A6.03 will continue in full force and effect after the expiration or termination of this Agreement.

b. Delivery upon Request or Cancellation

Failure of the Consultant to promptly deliver all such documents in the possession of the Consultant, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

c. Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant must require all of its employees, agents and Subconsultants comply with the provisions of this paragraph. Consultant will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

d. Maintenance of Records

Consultant will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

Consultant shall also comply with the following requirements of the Florida Public Records Law including:

- i. Consultant must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- ii. Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the Town.
- iv. Upon completion of the contract, Consultant shall transfer, at no cost, to the Town all public records in the possession of the Consultant or keep and maintain public records required by the Town to perform the service under this contract. If the Consultant transfers all public records to the Town upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

10. Insurance

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Consultant not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Consultant for such coverage purchased.

a. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

b. Verification of Insurance Coverage

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this

Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

c. *Forms of Coverage*

i. Commercial General Liability and Automobile Liability

Consultant must maintain commercial general liability coverage with limits of at least \$300,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. The coverage must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements, as applicable. Coverage must be written on a primary, non-contributory basis with the Village listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation is read (30) days/(10) days for nonpayment.

ii. Business Automobile

The Consultant must provide business automobile liability coverage including coverage for all owned, hired and non-owned autos with a minimal combined single limit of \$300,000 naming the Village as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

iii. Professional Liability Insurance

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000 per claim, \$1,000,000 aggregate providing for all sums which the Consultant will be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance must be maintained for at least one year after completion of the construction and acceptance of the construction and acceptance of any project covered by this Agreement.

iv. Workers' Compensation Insurance

The Consultant must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence. Should the Consultant be exempt from Florida's Worker's Compensation insurance requirement the Consultant must provide documentation from the State of Florida evidencing such exemption.

v. Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Consultant. Consultant must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

11. Miscellaneous

a. *Indemnification*

The Consultant will hold harmless, indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant or the Subconsultants. The Consultant will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Consultant's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Consultant's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants, or representatives.

b. *Entire Agreement*

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

c. *Nonexclusive Agreement*

Consultant Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Consultant that the Town has engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Consultant and those other firms engaged, are delineated by the Project Manager so that the Consultant and those similarly engaged are clear as to their responsibilities and obligations.

d. *Successors and Assigns*

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

e. *Applicable Law and Venue*

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Article A7 where Consultant must pay the Town's reasonable attorney's fees.

f. *Notices*

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:
Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

For Consultant:
Jonathan Rivera
World Risk Management, LLC
20 N. Orange Ave, Suite 500
Orlando, FL 32801
jon.rivera@wrmlc.com

With a copy to:

Nathalie Garcia
Procurement Manager
At the same address as above
garcian@miamilakes-fl.gov

g. *Interpretation*

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

h. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

i. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

j. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions with all Subconsultants and/or independent Consultants and/or Consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

k. Compliance with Laws

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Consultant maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

i. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Consultant further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ii. ADA Compliance

Consultant must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Consultant must take affirmative steps to insure nondiscrimination in employment of disabled persons.

l. No Partnership

Consultant is an independent Consultant. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

m. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

n. Resolution of Disputes

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A8.05, Notices. Consultant must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Consultant. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Consultant will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

o. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Consultant shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event,

the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

p. *Third-Party Beneficiary*

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

q. *No Estoppel*

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

END OF SECTION

SECTION B SCOPE OF SERVICES

1. Scope of Services

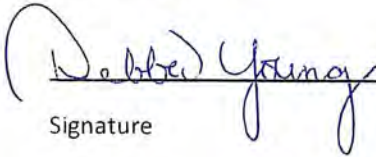
The Consultant shall provide insurance coverage and shall be responsible for managing all of the Town's insurance needs during the period of the Agreement, as well as providing claims management as part of the Services in accordance with its Submittal in response to the Request for Proposals ("RFP"), hereby incorporated into the Agreement as Attachment A. Consultant shall also be responsible for recommending Services that will meet the needs of the Town in terms of cost, level of protection, and long-term feasibility.


END OF SECTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

(World Risk Management, LLC)


Signature


Signature

Debbie Young
Print Name, Title

Michele L. Jones PRESIDENT
Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary

(Affirm Firm's Seal, if available)


ATTEST:

Town of Miami Lakes, a municipal corporation of the State of Florida


Gina Inguanzo, Town Clerk


Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:


Town Attorney

Attachment A – Scope of Services

The Request for Proposals (“RFP”), inclusive of its Scope of Work, and World Risk Managements, LLC Submittal in response to the RFP are hereby incorporate into the Agreement and stipulate the Scope of Work to be performed by World Risk Managements, LLC.



TOWN OF MIAMI LAKES

Request for Proposal # 2021-20
Property, Casualty and Liability Insurance Program

Presented by:
Jon Rivera
VP, Risk Consultant

Joshua Hallon, CCP
Vice President

20 N. Orange Avenue, #500, Orlando, FL 32801
P: (407) 445-2414 | F: (407) 445-2868
www.wrmlc.com



WORLD
Risk Management
A BALLATOR COMPANY

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL &
PRIVILEGED IN NATURE - NOT PUBLIC RECORD.

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TRANSMITTAL LETTER

TOWN OF MIAMI LAKES
PROPERTY, CASUALTY AND LIABILITY INSURANCE PROGRAM
RFP No. 2021-20
APRIL 30, 2021 @ 11:00 AM

TRANSMITTAL LETTER

Attn: Town Clerk
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014



RE: Request for Proposal No. 2021-20 – Property, Casualty and Liability Insurance Program

To whom it may concern:

On behalf of World Risk Management [WRM], we would like to thank the Town of Miami Lakes [Town] for the opportunity to demonstrate our capabilities and team qualifications for its "Request for Proposal No. 2021-20: Property, Casualty and Liability Insurance Program".

The WRM agency is comprised of individuals that bring hundreds of combined years of experience in the Public Entity, Brokerage, and Risk Management arena. Additionally, WRM is the authorized administrator of Public Risk Management of Florida [PRM], one of the state’s premier municipal insurance programs and the proposed insuring company. WRM has strategically placed itself among leading municipal insurance firms, garnering exclusive working relationships and leveraging economies of scale – ensuring that our clients are maximizing their coverage options in the most cost-effective manner possible.

Summary of Enhanced Coverages & Services Proposed:

WRM is uniquely positioned to meet and exceed the needs of the Town. The Town’s objectives and technical requirements are met by the WRM RFP response in a variety of ways, including:

1. **Public Entity Experience & Qualifications** – The WRM team provides services for over 60 public entities throughout the state of Florida and has hundreds of years of combined experience operating in the public entity arena. WRM’s Florida public entity clients have in excess of \$10 Billion in Insurable Values [TIV]. The Town can rest assured that we have the knowledge, expertise, and relationships to deliver on the needs and expectations of the Town.
2. **Broadest Coverage Available in Florida** – PRM’s size and structure allow them to provide members the broadest coverage available at the most cost-effective price. The coverage enhancements available through PRM are considerable and are briefly highlighted below:
 - Enhanced flood sub-limits, \$50M versus \$5M
 - Enhanced Business Interruption sublimit, \$100,000,000 versus \$500,000
 - PRM does not charge for mid-term additions of vehicles and equipment. Additionally, there is no charge for additions to real property up to \$25 Mil in value;
 - PRM provides \$25 Mil in Increased Cost of Construction/Ordinance & Law ensuring ample coverage whereas the other competing pools in Florida typically sublimit this coverage extension to 25% capped at the scheduled value, which could easily be exceeded leaving the Town out of pocket on repairs;
 - PRM applies the Named Windstorm deductible on a per affected unit basis as opposed to per location, which reduces the Town’s deductible costs in the event of a loss resulting from a Named Windstorm;



TRANSMITTAL LETTER

- Enhanced Errors & Omissions sublimit, \$25M versus \$100,000. In the event an item is inadvertently left off the property schedule, PRM provides maximum indemnification for the Town whereas the incumbent program leaves the Town open to significant out-of-pocket costs.

For full coverage highlights and breakdown, please refer to APPENDIX (Separate Attachment)

- 3. Program Stability & Dynamic** - The financial position of Public Risk Management of Florida [PRM] public entity insurance association is categorized as notably stable and secure. For 35 years, PRM has consistently provided a quality and constant alternative to the general insurance marketplace. PRM is not a rapid growth association and has retained a tremendous percentage of long-term clients; comprised of counties, cities and special districts in Florida. The pool does not retain any risk on catastrophic property coverage (wind or flood) and cedes all the risk to A.M. Best "A Rated" or better carriers. PRM's premium-to-surplus ratio exceeds pooling industry standards. Additionally, PRM is the only association of its kind that is **Membership Driven**, whereby members have a voice as it relates to the direction of the association overall. Entities that purchase all lines of insurance from PRM are automatically granted a seat on the board of directors, which is comprised of representatives of each association member. Board members set policy which is then carried out by the Executive Board and the PRM Executive Director. This voice allows our members to have overall control on the direction of the association which can include, but is not limited to, requests for improved services, expanded coverages or even deeper surplus credits. PRM holds quarterly board meetings, which all board members are encouraged to attend, for updates and to exercise their right to vote.
- 4. Risk Management & Loss Control Services** – A comprehensive list of services made available to the Town can be found in the Appendix (Separate Attachment). WRM will assist in the coordination of all services, as requested, for the Town. If a unique service is required by the Town, WRM is available and experienced at providing leading-edge and creative solutions to meet the ever-changing insurance landscape.
- 5. Pricing** – The offering of PRM for the Property line of coverage is materially competitive with the Town of Miami Lakes' expiring program. The PRM quote offers compellingly better coverage at a lower cost than the expiring PGIT program. PGIT's expiring property rate is over 68¢ per \$100 of Insurable values while PRM's offering is at 49¢, a 28% reduction. The difference saves the Town of Miami Lakes over **\$30,000 annually** on its property coverage.

We are confident that this response to RFP No. 2021-20 demonstrates WRM's exceptional competence in the evaluation categories referenced and why our company is the strategic choice for the Town of Miami Lakes moving forward. We sincerely appreciate the opportunity to present the unique capabilities of our company to the Town of Miami Lakes. Should the evaluation committee have any questions or need further clarification, please do not hesitate to contact us. Thank you.

Jonathan Rivera

Jon Rivera
Assistant Vice President

Joshua Hallon

Joshua Hallon
Vice President



TAB 1
COMPANY DECLARATION – FORM CPD

Form CPD



Company Profile and Declaration

Solicitation Name: PROPERTY, CASUALTY AND LIABILITY INSURANCE PROGRAM

Solicitation Number: RFP 2021-20

Submitted By: World Risk Management, LLC
(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

Michele Jones, President

(Name and Title of Officer Signing the Submittal for the Respondent)

Jonathan Rivera (VP) and Joshua Hallon (VP)

(Contact Name, if different from Officer)

20 N. Orange Ave Suite 500

(Street Address)

Orlando, FL 32801

(City/State/Zip Code)

jon.rivera@wrmlc.com

(Email Address)

407-445-2414

(Phone Number)

Declaration

I, Michele Jones hereby declare that I am the
Print Name

President of World Risk Management, LLC
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



TAB 1
COMPANY DECLARATION – FORM CPD

Form CPD



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,

Page 2 of 3

Form CPD



TAB 1
COMPANY DECLARATION – FORM CPD

Form CPD



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Orange County, State of Florida on 20²¹.

Michele L Jones
Signature

Michele Jones
Print Name

Subscribed and sworn to before me this 29th day of April, 2021.

Christine Piggee
Signature

CHRISTINE PIGGEE
Print Name



(Notary Seal/Stamp)



TAB 2
PROPOSER'S QUALIFICATIONS

Company Qualifications Questionnaire – Form CQQ

Form CQQ



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?
14

a. Professional Licenses/Certifications (include name and license #)*	Issuance Date
Florida Department of Financial Services - L044897	02/26/2010
_____	_____
_____	_____
_____	_____

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other
If other, please describe the type of company: _____

- a. FEIN/EIN Number: 20-8039920
- b. Dept. of Business Professional Regulation Category (DBPR): N/A
 - i. Date Licensed by DBPR: N/A
 - ii. License Number: N/A
- c. Date registered to conduct business in the State of Florida: _____
 - i. Date filed: 12/05/2006
 - ii. Document Number: L06000116007
- d. Primary Office Location: Orlando, FL
- e. What is your primary business? Insurance brokerage, programs administration, risk management services.
(This answer should be specific)



TAB 2
 PROPOSER'S QUALIFICATIONS

Company Qualifications Questionnaire – Form CQQ

Form CQQ



f. Name of Qualifier, license number, and relationship to company:

N/A

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
N/A		

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Michele Jones	President	6%
Andy Cooper	Senior Vice President	6%
Sonia Fatheree	Vice President	6%
Ballator Insurance Group	Parent Company	82%

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership
 Ballator Insurance Groups owns 100% of Non-Profit Insurance, First Florida Insurance
 Brokers and 51% of Libertate Insurance Group



TAB 2
PROPOSER'S QUALIFICATIONS

Company Qualifications Questionnaire – Form CQQ

Form CQQ



c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Michele Jones	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Andy Cooper	Senior Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joshua Hallon	Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

4. Employee Information

- a. Total No. of Employees: 65
- b. Total No. of Managerial/Admin. Employees: 13
- c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

N/A

5. Employer Modification Rating: N/A

6. Insurance & Bond Information:

- a. Insurance Carrier name & address:
E&O Carrier - Endurance American Specialty Insurance Company



TAB 2
PROPOSER'S QUALIFICATIONS

Company Qualifications Questionnaire – Form CQQ

Form CQQ



- b. Insurance Contact Name, telephone, & e-mail:
Jonathan Rivera, 407-445-2414, jon.rivera@wrml.com
- c. Insurance Experience Modification Rating (EMR): Utilize PEC for Workers Compensation Coverage
(If no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: N/A
7. Have any lawsuits been file against your company in the past 5 years? Yes No
If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.
8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes No
If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.
9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes No
If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.
10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No
If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.
11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No
If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.
12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No

Page 4 of 5

Form CQQ



TAB 2
PROPOSER'S QUALIFICATIONS

TOWN OF MIAMI LAKES
PROPERTY, CASUALTY AND LIABILITY INSURANCE PROGRAM
RFP No. 2021-20
APRIL 30, 2021 @ 11:00 AM

Company Qualifications Questionnaire – Form CQQ

Form CQQ



If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

- 13. In a separate attachment, provide a list of all desk reviews of field reviews performed by Federal or State agencies within the past five (5) years including information on the result of each review, the review's current status, and whether any disciplinary action has been taken against the Proposer as a result of these reviews.
- 14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: Michele Jones
Signature of Authorized Officer

04/30/2021
Date

Michele Jones
Printed Name

Form CQQ





TAB 2
PROPOSER'S QUALIFICATIONS

B. Provide a brief history and description of the Proposer's firm, the primary markets served, and the local office proposed to service this Program. Include the address of the home office and the office proposing to service this Program. Include the number of years that the Proposer has been in existence, the current number of employees of the company as a whole and for the office providing the Services under the Program. If the Proposer also has a home office, provide the address of the home office. (maximum 2 pages)

World Risk Management [WRM], is a partially owned subsidiary of Ballator Insurance Group [BIG], a privately held company headquartered in Orlando, Florida. Ballator Insurance Group is an insurance industry leader specializing in Public Entity Risk, Scholastic and Alternative Risk [i.e. pools, risk retention groups, captives, etc.], as well as not-for-profits. Ballator houses the administrator and exclusive broker for two insurance pools in the State of Florida and multiple other pools and trusts across the country, which total in excess of \$200 Mil of industry-specific premiums. [www.ballator.com]. Our company employs 65 individuals with the majority of staff domiciled in our Orlando and Tampa offices. Our Orlando, Florida office houses 51 employees. The dedicated WRM-Town team will work out of our Orlando, Florida which office located at:

20 N. Orange Avenue
Suite 500
Orlando, FL 32801

WRM operates as the Public-Sector brokerage arm of Ballator and was established in 2007 [14 years]. WRM has earned a strong reputation in the municipal insurance market in Florida due to its specialization in retail, wholesale insurance, excess insurance and alternative insurance vehicles, including pools, trusts and captive insurance companies. We consider ourselves a one-stop shop firm that has the expertise, knowledge, and relationships to continually deliver on our clients' needs and expectations. The firm was founded as a specialist in program management and consulting for municipal clients on Property & Casualty coverages. We work with our clients to handle marketing, excess placements, actuarial review, communication with markets and risk management, among other services.

WRM's commitment to our carrier partners, second only to the commitment to our clients, has allowed our organization to develop exceptional carrier relationships, some of which are not accessible by even the largest brokerage firms in the state of Florida. We work with only "A rated" insurance carriers to create innovative insurance products that increase availability, improve pricing and provide superior coverage to those industries we service. Our long-term relationships with insurance carriers equate to leverage for our clients; leverage of pricing, availability of coverage, resources, and service.

WRM is the administrator and exclusive broker for the proposed insuring company, Public Risk Management of Florida. PRM is one of the preeminent risk management and insurance associations for government agencies in the state of Florida. Our firm services over sixty (60) municipalities across the State of Florida and the total premium for the PRM Property & Casualty program is approximately thirty-eight million dollars (\$38,000,000).

WHAT SETS US APART

- Historical knowledge of unique insurance needs
- Customized and tailored products, services and experience
- Proprietary exclusive programs/carriers for public entity risk
- Dedicated staff – dedicated service team exclusive for the Town
- Longevity of service team – average team member has spent fifteen years in municipal insurance
- Over 100+ years of total team Public Entity experience
- Florida Public Entity Risk Management Specialization



TAB 2
PROPOSER'S QUALIFICATIONS

TOWN OF MIAMI LAKES
PROPERTY, CASUALTY AND LIABILITY INSURANCE PROGRAM
RFP No. 2021-20
APRIL 30, 2021 @ 11:00 AM

In partnership with PRM, we are continuously working on existing client projects and adding new members to the property & casualty program. On an everyday basis we provide property and casualty insurance placements, risk management services, contract reviews, loss control, appraisals, educational seminars, employment practices hotline, in-depth onsite claim services and much more for the membership. The PRM membership makes up a variety of insurance placements and projects that require special attention to ensure stability and consistency. Whether it be first dollar, structured deductibles or self-insured retentions, our team is well qualified and capable of providing specifically tailored insurance programs that align with the Town's goals and visions. As part of our commitment to delivering the best products and services, our team is continually analyzing member trends and loss data to make recommendations to current structures that will be most advantageous to our members. **As a result, we have consistently delivered real world, relevant risk control solutions where coverage and loss control prevention has made a direct impact in claim cost reductions and the overall bottom line - resulting in long term program & project consistency.**



TAB 2
PROPOSER'S QUALIFICATIONS

C. Describe the proposer's experience in providing insurance for governmental entities within the past five (5) years. If the experience is from a different office of the Proposer this must be clearly identified. (maximum 1 page)

Utilizing our 100+ years of combined experience, we customize and tailor products and services to each one of our clients. We believe that insurance should not be a "volume business", but rather that every client deserves their own "best deal". As such, we will conduct soft marketing efforts outside of the proposed insuring company, PRM, every few years to ensure that the Town is receiving the best deal from a coverage, terms and pricing perspective. Our long-term relationships with leading municipal carriers and experience in the public entity arena ensure our delivery of cost savings and program reductions which ultimately result in fewer claims for our insureds and greater financial security.

Additionally, WRM will provide a dedicated service team to the Town. Led by Jon Rivera and Joshua Hallon, our team will work closely with Town staff to assist the Town in understanding their unique exposures and other variables that drive their insurance costs. In conjunction with PRM, we will proactively utilize claim data to develop impactful loss control and claims management strategies thereby reducing the Town's Total Cost of Risk [TCOR].

Control of claims costs has never been more important due to a hardening market and so much uncertainty surrounding the financial impact of COVID-19 on the commercial insurance marketplace. With that in mind, below are a few project examples where our team has provided solutions to our insureds with respect to shoring up gaps in coverages, minimizing out-of-pocket expenses and reducing their claims experience; allowing our insureds to consistently beat the market from a coverage and price perspective.

CITY OF KEY WEST

Key challenges: The City released an RFP in 2015 with the goal of reducing its insurance costs while improving the terms, conditions and coverage available on important coverage extensions found on the incumbent property form.
Solutions: Our firm placed the City's coverage with PRM which has one of the broadest property forms available for public entities in the state of Florida. We were able to enhance the available coverage to the City significantly on items such as:

- Named Windstorm Deductible Minimum waived; Flood Limit Increased to \$50 Mil from \$5mil;
- Ordinance or Law (Increased Cost of Construction) increased to \$25 Mil from \$2 Mil;
- Unintentional Errors & Omissions increased to \$25 Mil from \$250,000;
- New Locations limit increased to \$25 Mil from \$2 Mil;

Financial Impact: Typically, when such coverage/term enhancements are secured, one can expect a corresponding rate increase. However, we were able to reduce the City's property rate by **41%** resulting in approximately **\$316,000 in savings to the City.**

CITY OF SOUTH MIAMI

Key challenges: The City had seen a steady increase in premium costs on a year over year basis. To obtain some premium relief, the City established a structured deductible program on various lines of coverage. Due to a reduction in workforce and budget constraints, the City was looking for ways to reduce their premium costs.

Solutions: After evaluating the City's insurance program and claims experience, it was evident that the City was not well positioned to fund for their deductible losses. Additionally, the lines of coverage where a deductible was established did not include an aggregate and the City's exposure was not capped. WRM marketed and negotiated the City's program with PRM enhancing the City's coverages significantly:

- Named Windstorm Deductible Minimum waived;
- Enhanced property coverages; Policies reverted back to Guaranteed Cost;
- Additional limits of liability on all liability coverages secured;

Financial Impact: We were able to enhance the City's coverage across the board while **saving them approximately 25% of their renewal premium.**



TAB 2
PROPOSER'S QUALIFICATIONS

D. Describe any other Proposer's experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed that the Proposer believes are unique to its organization and would benefit the Town. (Maximum 1 page)

WRM understands the unique demands and risk associated with cities as dynamic and diverse as the Town. In addition to understanding the standard exposures a Town faces, we look at the non-standard risks such as, but not limited to, Active Shooter/Workplace Violence situations, Terrorism Threats, and Social Engineering claims, just to name a few of the out of the norm type losses the Town could face.

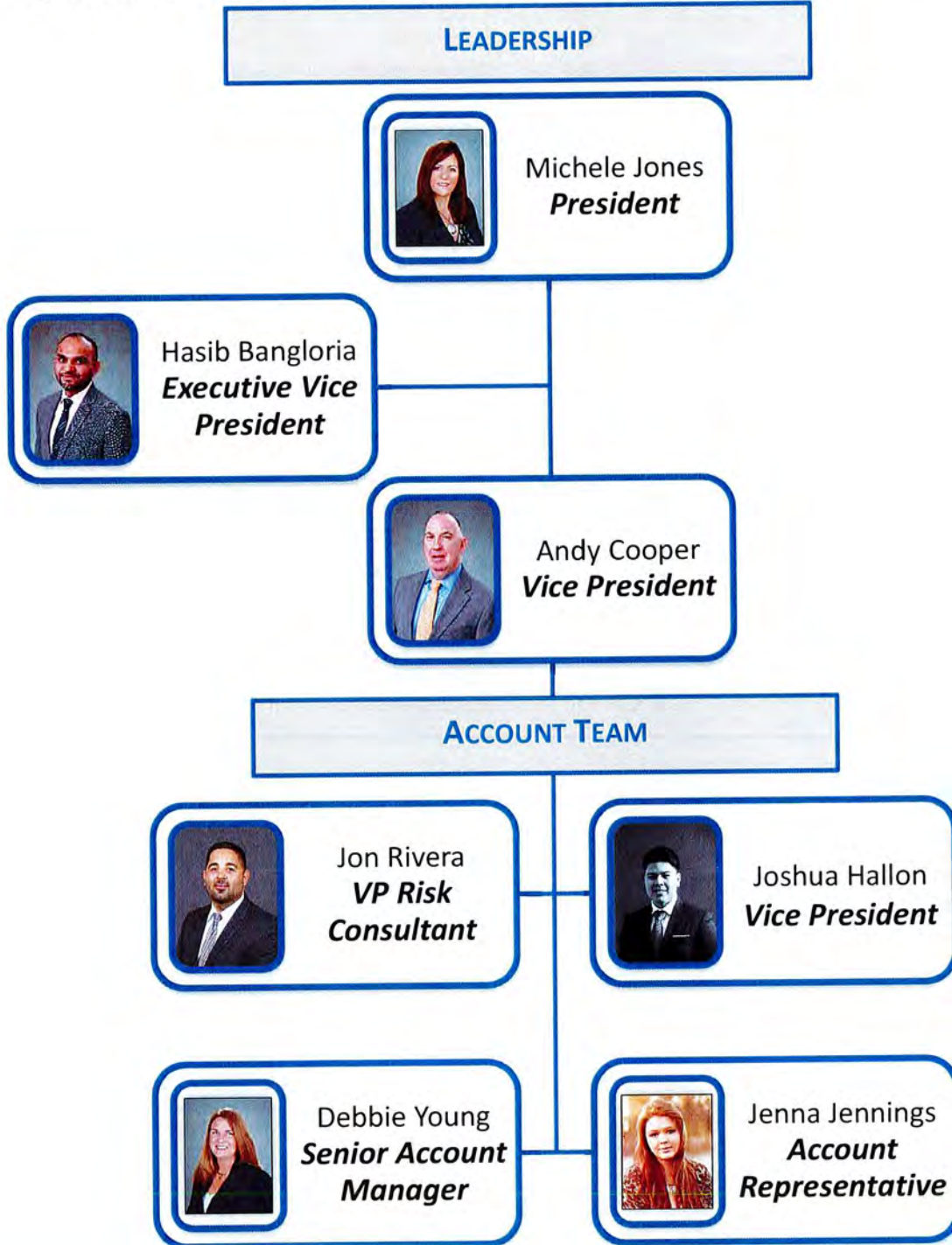
"The level of service provided by the WRM/PRM team is unlike anything I have experienced" is the feedback most often received from new clients. The reason for that is quite simple: Our ultimate goal is to function as an extension

of your Risk Management Department to ensure that your purchased insurance programs meet your needs from both a program terms and budgetary perspective. This includes a consultative approach with an enterprise risk management philosophy of strategic, operational and financial risk evaluations, not just hazard insurance and traditional broker commodity placements. This role further extends to attending Town meetings such as workshops, Commission meetings, and/or any other meetings as identified by County staff, as needed.

In partnership with PRM, we are continuously working on existing client projects and adding new members to the property & casualty program. On an everyday basis we provide property and casualty insurance placements, risk management services, contract reviews, loss control, appraisals, educational seminars, employment practices hotline, in-depth onsite claim services and much more for the membership. The PRM membership makes up a variety of insurance placements and projects that require special attention to ensure stability and consistency. Whether it be first dollar, structured deductibles or self-insured retentions, our team is well qualified and capable of providing specifically tailored insurance programs that align with the Town's goals and visions. As part of our commitment to delivering the best products and services, our team is continually analyzing member trends and loss data to make recommendations to current structures that will be most advantageous to our members. **As a result, we have consistently delivered real world, relevant risk control solutions where coverage and loss control prevention has made a direct impact in claim cost reductions and the overall bottom line - resulting in long term program & project consistency.**

**TAB 3
 PROPOSER'S TEAM & KEY PERSONNEL**

- a. Provide a table of organization showing all key personnel to be assigned to the Town, which also reflects the reporting structure of the Team. Key Personnel includes partners, managers, seniors, and any other professional staff that will perform services under the Agreement. (Maximum 1 page)





**TAB 3
PROPOSER'S TEAM & KEY PERSONNEL**

- b. Provide the following information for the individual primarily responsible for the account:**
- **Name, position, and business address**
 - **Experience, qualifications, and other vital information including relevant experience with similar insurance programs**
 - **Function to be performed as part of the Program**
 - **Type and size of similar programs this individual currently handles**
 - **Number of accounts this individual currently handles**

Primary Contact & Team Leader:

Jon Rivera, Vice President Risk Consultant
20 N. Orange Avenue #500, Orlando, FL 32801

Jon has worked in the insurance industry for over 10 years with 8 years dedicated to Municipal Insurance Programs. He began his career working for a large national Brokerage firm and worked in various marketing, sales, and account management roles before naturally progressing to a consultative role. Jon manages a book of dynamic municipal clients within PRM and is directly involved in the administration, underwriting, and placement of coverage for the PRM Program.

Town's Primary Contact & Team Leader: Jon will be the Town's main contact and is responsible for coordination of all facets of the Town's account, from consultative and risk management, to client communication and managing all day-to-day administration of the Town's insurance programs. Responsibilities include, but are not limited to:

- Overall accountability to the Town
- Coordination with the Town's Risk Management to assess Town Risk Appetite and goals for the insurance programs
- Design, placement and negotiation of purchased insurance coverages
- Prepares annual stewardship reports
- Coordinates and prepares pre-renewal strategy meetings on all lines of coverage
- Facilitates delivery of all team resources
- Contract review services
- Constant communication to Town of brokerage activity and renewal updates

Jon currently manages ten (10) accounts within PRM that consist of Cities and Towns throughout the State of Florida. Of the ten (10), four (4) are similarly sized to the Town of Miami Lakes.



TAB 3
PROPOSER'S TEAM & KEY PERSONNEL

Co-Team Leader:

Joshua Hallon, Vice President
20 N. Orange Avenue #500, Orlando, FL 32801

Joshua has worked in the insurance industry for approximately 18 years. He began his career working for a large national Third-Party Administrator and worked in various claims management roles before moving to the brokerage side of the house. He has spent nearly the entirety of his career managing claims or handling insurance placements for and on behalf of municipal clients throughout the State of Florida as well as other parts of the country. He currently manages a book of municipal clients within PRM and is directly involved in the design, negotiation and placement of reinsurance and excess insurance for the PRM Program.

Town's Co-Team Leader: Josh will be the Town's co-team leader and is responsible for assisting with the coordination of all facets of the Town's account, from plan design, to client communication and managing all day-to-day administration of the Town's insurance programs. Responsibilities include, but are not limited to:

- Overall accountability to the Town
- Coordination with the Town's Risk Management to assess Town Risk Appetite and goals for the insurance programs
- Design, placement and negotiation of purchased insurance coverages
- Prepares annual stewardship reports
- Coordinates and prepares pre-renewal strategy meetings on all lines of coverage
- Facilitates delivery of all team resources
- Contract review services
- Constant communication to Town of brokerage activity and renewal updates

Joshua currently manages eleven (11) accounts within PRM that consist of Cities, Towns and Counties throughout the State of Florida. Of the eleven (11), five (5) are similarly sized to the Town of Miami Lakes.



TAB 3
PROPOSER'S TEAM & KEY PERSONNEL

c. Identify the following information for all other individuals assigned to the account:

- **Name, position, and business address**
- **Experience, qualifications, and other vital information including relevant experience with similar insurance programs**
- **Type and size of similar programs this individual currently handles**
- **Number of accounts this individual currently handles**
- **The role of each individual and the reporting relationship in the Proposer's office**

Executive Leadership:

Michele Jones, President
20 N. Orange Avenue #500, Orlando, FL 32801

Michele will serve as the Client Advocate overseeing all operations of the Designated Project Team responsible for providing day-to-day service to the Town. Ensuring and monitoring successful deployment of all Town-WRM dedicated team members and strategic partner resources, along with the highest quality of professional services to the Town.

Michele brings over 28 years of insurance industry experience to the table, all of which has been spent serving public entities throughout the State of Florida. She served in various executive roles with a large national broker before branching out on her own and establishing World Risk Management. She specializes in all aspects of public entity insurance with a focus on reinsurance, property, liability, workers' compensation, employment practices liability, fidelity and contract risk transfer.

Michele manages nine (9) accounts within PRM directly, two of which are similarly sized to the Town of Miami Lakes.



**TAB 3
PROPOSER'S TEAM & KEY PERSONNEL**

Executive Leadership:

Andy Cooper, Senior Vice President
20 N. Orange Avenue #500, Orlando, FL 32801

Andy will serve as a resource leader and client advocate for the Town. Actively involved in design, placement and negotiations of excess insurance programs including, but not limited to, information on available capacity, ideas/enhancements to current programs, alternative structures/options and actuarial review/reserve funding analysis. Andy will work in tandem with all team members assigned to the Town's account to ensure the Town is receiving the support and resources needed to effectively manage their risk management program.

Andy has been serving public entities for the entirety of his career and has approximately 36 years of insurance industry experience. He previously worked abroad for one of the largest national brokers and worked intimately with the London markets on various reinsurance and excess placements. He has worked on PRM for nearly thirty (30) years and is key figure in the design, negotiations and placement of PRM's reinsurance and excess program.

Andy manages fifteen (15) client directly within PRM, of which four (4) are similarly sized to the Town of Miami Lakes.

Executive Leadership:

Hasib Bangloria, Executive Vice President
20 N. Orange Avenue #500, Orlando, FL 32801

Hasib will serve as a Team Resource Leader and excess property/liability/pool specialist. He is actively involved in the design, placement and negotiations of excess insurance programs including, but not limited to, information on available capacity, ideas/enhancements to current programs, alternative structures/options and actuarial review/reserve funding analysis. Constantly abreast of insurance market trending and its relation to the Town's insurance program and will work with Primary Contact to disseminate market climate information to the Town.

Hasib brings 18 years of insurance experience to the table and is widely considered an industry leader on matters of reinsurance and alternative risk vehicles. He is assisted in the development of several self-insurance risk pools including the establishment of the Florida Insurance Trust, the only self-insurance risk pool for Not-For-Profits in the State of Florida. He is integral to the design, negotiation and placement of PRM's reinsurance and excess program. He will serve as a tremendous resource for the Town of Miami Lakes.

Hasib does not manage any clients directly. Rather, he oversees operations for all the Ballator Insurance Group's companies and will work directly with the WRM-Town team to ensure the Town receives the highest level of service.



TAB 3
PROPOSER'S TEAM & KEY PERSONNEL

Account Service Team:

Debbie Young, Senior Account Manager
20 N. Orange Avenue #500, Orlando, FL 32801

Debbie will handle day-to-day property & casualty customer services, including but not limited to:

- Processing of Certificates of Insurance
- Policy Check In
- Endorsements processing
- Invoicing/accounts receivable
- Pending/follow-up
- Preparation of City policy portfolio
- Usual/customary processes as assigned

Debbie has approximately thirty-nine (39) years of insurance industry experience. She previously served in similar role for a large national broker and has spent the majority of her career managing public entity accounts.

Debbie currently manages eleven (11) clients within PRM, of which 3 are similarly sized to the Town of Miami Lakes.

Account Service Team:

Jenna Jennings, Account Representative
20 N. Orange Avenue #500, Orlando, FL 32801

Jenna will handle day-to-day property & casualty customer services along with Debbie, including but not limited to:

- Processing of Certificates of Insurance
- Policy Check In
- Endorsements processing
- Invoicing/accounts receivable
- Pending/follow-up
- Preparation of City policy portfolio
- Usual/customary processes as assigned

Jenna has approximately 7 years of insurance industry experience and has spent the last two years working strictly on public entity accounts.

Jenna does not manage any accounts directly, but provides supportive services on the entire book of business for WRM.



TAB 3
PROPOSER'S TEAM & KEY PERSONNEL

d. Maximum of a one (1) page resume for each of the key personnel that includes job descriptions, education, professional designations, licenses, professional experience, and any other key qualification information.

Primary Contact & Team Lead Resume



JON RIVERA | VICE PRESIDENT, RISK CONSULTANT

Co-Team Leader

The WRM team is co-led by Jonathan Rivera who will be the primary coordinator of all WRM resources to the Town of Miami Lakes. Jon will have the ultimate responsibility to ensure the Town receives exceptional services and expertise from the WRM and PRM network. He will work hand-in-hand with Andy Cooper, the other WRM team members and PRM to ensure effective execution of the entire team. Joshua will be involved in approximately 30 percent of the total work provided by WRM for the Town of Miami Lakes.

Relevant Experience & Qualifications

Jon has worked in the insurance industry for over 10 years including roles in insurance placement strategy, brokerage, program administration and underwriting. He has 8 years of experience working in the scholastic and public entity arena. He manages a sizeable book of business and is involved in the design and negotiation of PRM's excess placements.

Attributes

- Strong public entity knowledge and marketing background
- Strong communication & responsiveness
- Strategic partnership development
- Strong, effective relationships with insurance markets

Education, Licenses & Designations

- Certified Claims Professional [CCP]
- Certified Insurance Counselor [CIC] in progress
- Licensed 2-20 Agent
- Licensed 2-15 Agent
- PRIMA Member – National and State Levels



Co-Team Lead Resume



JOSHUA HALLON | VICE PRESIDENT

Co-Team Leader

The WRM team is led by Joshua Hallon who will be the primary coordinator of all WRM resources to the Town of Miami Lakes. Joshua will have the ultimate responsibility to ensure the City receives exceptional services and expertise from the WRM and PRM network. He will work hand-in-hand with Andy Cooper, the other WRM team members and PRM to ensure effective execution of the entire team. Joshua will be involved in approximately 30 percent of the total work provided by WRM for the Town of Miami Lakes.

Relevant Experience & Qualifications

Joshua has worked in the insurance industry for over 16 years including roles in claims management, account management and production. He has over 17 years of experience working in the scholastic and public entity arena. He manages a sizeable book of business and is involved in the design and negotiation of PRM's excess placements.

Attributes

- Strong public entity knowledge and marketing background
- Strong communication & responsiveness
- Strategic partnership development
- Strong, effective relationships with insurance markets

Education, Licenses & Designations

- Certified Claims Professional [CCP]
- Certified Insurance Counselor [CIC] in progress
- Licensed 2-20 Agent
- Licensed 520 Adjuster – All Lines
- PRIMA Member – National and State Levels



**TAB 3
PROPOSER'S TEAM & KEY PERSONNEL**

Executive Leadership Resume



MICHELE JONES | PRESIDENT

Executive Leadership

Michele Jones is the Executive Leadership to Jonathan Rivera and Joshua Hallon and will be utilized for her expertise in the public entity arena. She will work hand-in-hand with Joshua, Andy and the WRM team to ensure effective execution of the entire team and program. Michele will be responsible as necessary for the total work provided by WRM for the Town of Miami Lakes.

Relevant Experience & Qualifications

Michele has worked in the insurance industry for over 28 years including roles in account management, operations management and currently serves as the President of World Risk Management. She has extensive underwriting and claims broker experience which has enabled her to negotiate improved insurance coverages and favorable terms and conditions for her public entity clients throughout her career.

Attributes

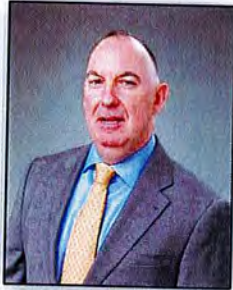
- 1991 to 2006: AVP – Operations, Arthur J. Gallagher
- 2007 to Present: President, World Risk Management
- Strong public entity knowledge and marketing background
- Strong underwriting knowledge and background
- Strategic partnership development
- Strong, effective relationships with insurance markets
- Strong leadership and management skills

Education, Licenses & Designations

- Graduate of the University of Central Florida
- Accredited Advisor in Insurance [AAI]
- Chartered Property & Casualty Underwriter [CPCU] in progress
- Licensed 2-20 Agent
- Licensed 4-40 Customer Representative
- PRIMA Member – National and State Levels



Executive Leadership Resume



ANDY COOPER, SENIOR VICE PRESIDENT

Executive Leadership

Andy Cooper will serve the Town as the Assistant Team Lead and will work directly with Joshua to ensure that the City receives exceptional service and expertise from the WRM Network and PRM program. Andy is responsible for administration of the program before, during and after placement. Andy will be responsible for approximately 10 percent of the total work provided by WRM for the Town of Miami Lakes.

Relevant Experience & Qualifications

Andy has worked in the insurance industry for over 35 years including roles in claims management, account management, and program development. He specializes in providing services to public entities and is an exponential resource to the Town of Miami Lakes. He has been instrumental in designing and negotiating insurance coverages as well as assisting with contractual risk management concerns for public entities for the better part of 30 years.

Attributes

- Strong public entity knowledge and marketing background
- Strategic partnership development
- Strong, effective relationships with insurance markets
- Strong leadership and management skills
- Extensive Claims Broker experience

Education, Licenses & Designations

- Graduate of Redbridge College in London, MBE
- Licensed 2-20 Agent
- PRIMA Member – National and State Levels



TAB 3
PROPOSER'S TEAM & KEY PERSONNEL

Executive Leadership Resume

HASIB BANGLORIA | EXECUTIVE VICE PRESIDENT



Executive Leadership

Hasib Bangloria also serves as the Executive Leadership to Joshua Hallon and will be utilized for his expertise in the public entity arena. He will work hand-in-hand with Joshua, Andy and the WRM team to ensure effective execution of the entire team and program. Hasib will be responsible as necessary for total work provided by WRM for the Town of Miami Lakes.

Relevant Experience & Qualifications

Hasib has worked in the insurance industry for over 16 years including roles in production, program development and currently serves as the Executive Vice President of World Risk Management. He has extensive knowledge and background on alternative risk markets and program development and has been instrumental in the development and growth of multiple self-insurance risk pools, both in Florida and across the country.

Attributes

- Strong public entity knowledge and marketing background
- Strong underwriting knowledge and background
- Strategic partnership development
- Strong, effective relationships with insurance markets
- Strong leadership and management skills
- Extensive knowledge and background on alternative risk markets and program development

Education, Licenses & Designations

- Graduate of DePaul University, B.S. in Finance
- National Science Foundation Member and Scholarship Recipient
- National Merit Scholar
- Minor in Accounting
- Licensed 2-20 Agent
- AGRIP Member - National
- PRIMA Member – National and State Levels
- RIMS Member – National and State Levels
- Target Markets Member – Program Administrator
- 2013 Business Insurance Top 40 under 40 Award Recipient



Account Team Resume



DEBBIE YOUNG | ACCOUNT MANAGER

Account Manager

Debbie Young will work hand-in-hand with Joshua and the entire brokerage team. Her responsibilities include providing technical expertise and handling the daily servicing responsibilities. She will assist in the marketing phase of the renewal cycle working closely with Joshua and Andy. Debbie will be responsible for approximately 15 percent of the total work provided by WRM for the Town of Miami Lakes.

Relevant Experience & Qualifications

Debbie has worked in the insurance industry for over 39 years in various account management roles. She spent over 10 years of her career at one of the largest brokerage firms in the county managing a sizeable book of business. She has spent the last 12 years working strictly on Public Entity accounts.

Attributes

- Strong public entity knowledge and marketing background
- Strong underwriting knowledge and background
- Strong leadership and management skills
- Strong, effective relationships with insurance markets
- Extensive Broker experience

Education, Licenses & Designations

- Hillsborough Community College
- Licensed 2-20 Agent
- Licensed 2-15
- Accredited Advisor in Insurance – Candidate
- Florida Association of Insurance Agents Member
- AGRIP Member



TAB 3
PROPOSER'S TEAM & KEY PERSONNEL

Account Team Resume



JENNA JENNINGS | CLIENT SERVICE REPRESENTATIVE

Account Manager

Jenna Jennings will work hand-in-hand with Joshua and the entire brokerage team. Her responsibilities include providing technical expertise and handling the daily servicing responsibilities. She will assist in the marketing phase of the renewal cycle working closely with Joshua and Andy. Jenna will be responsible for approximately 15 percent of the total work provided by WRM for the Town of Miami Lakes.

Relevant Experience & Qualifications

Jenna holds a vast array of insurance knowledge with over 6 years of experience, including but not limited to, personal lines, commercial lines, and public entities.

Attributes

- Strong public entity knowledge and marketing background
- Strong underwriting knowledge and background
- Strategic partnership development
- Strong, effective relationships with insurance markets
- Strong leadership and management skills
- Extensive knowledge and background on alternative risk markets and program development

Education, Licenses & Designations

- Graduate of Valencia College
- Licensed 4-40 Agent



TAB 3
PROPOSER'S TEAM & KEY PERSONNEL

e. Provide copies of Florida Department of Financial Services License for general lines (Property, Casualty, Liability) for all key personnel who will be primarily responsible for the Program.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JONATHAN P RIVERA
 License Number : W955271

Resident Insurance License
 JONATHAN P RIVERA
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

Issue Date
 08/20/2019

Power Notarized
 Jonathan P Rivera
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JOSHUA LEE HALLON
 License Number : E911597

Resident Insurance License
 JOSHUA LEE HALLON
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

Issue Date
 08/20/2019

Power Notarized
 Joshua Lee Hallon
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MICHELE LEIGH JONES
 License Number : A231287

Resident Insurance License
 MICHELE LEIGH JONES
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

Issue Date
 08/20/2019

Power Notarized
 Michele Leigh Jones
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

HANNA BANGLORIA
 License Number : W906312

Resident Insurance License
 HANNA BANGLORIA
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

Issue Date
 08/20/2019

Power Notarized
 Hanna Banglora
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ANDREW JAMES COOPER
 License Number : E922752

Resident Insurance License
 ANDREW JAMES COOPER
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

Issue Date
 08/20/2019

Power Notarized
 Andrew James Cooper
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DEBORAH LYNN YOUNG
 License Number : A201782

Resident Insurance License
 DEBORAH LYNN YOUNG
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

Issue Date
 08/20/2019

Power Notarized
 Deborah Lynn Young
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JENNIFER ELISE JENNINGS
 License Number : W922232

Resident Insurance License
 JENNIFER ELISE JENNINGS
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199

Issue Date
 08/20/2019

Power Notarized
 Jennifer Elise Jennings
 10000 UNIVERSITY BLVD, SUITE 1000
 MIAMI, FL 33199



**TAB 4
PROPOSER'S EXPERIENCE & PAST PERFORMANCE**

a. Provide a detailed description for at least three (3) government entity clients of a similar size to the Town where similar insurance has been provided, within the last three (3) years, where the Proposer was the retail insurance broker, agent, or agency. The description should identify for each contract:

- **Client**
- **Description of program**
- **Total dollar value of the contract**
- **Dates covering the term of the contract**
- **Client contact person, email address, and phone number**

Pursuant to the addendum released on April 8, 2021:

Item #4 in Section E1.01 requires proposers to provide detailed description for at least three (3) government entity clients. Is this requirement separate from the Minimum Requirement in Section D4 that calls for Proposers to submit a minimum of five (5) client references?

Response: Proposer shall submit five (5) Form CRL – Client Reference Forms, three (3) of which shall be government entities in order to satisfy the Minimum Requirement in Section D4 and Item #4 in Section E1.01.

The Client Reference Forms (CRL) are attached on the following pages as requested.



TAB 4
 PROPOSER'S EXPERIENCE & PAST PERFORMANCE



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFP 2021-20 for Property, Casualty, and Liability Insurance Program

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: Village of Islamorada

Name of Project: Property & Casualty Insurance

Scope of Work: Property, GU/LI, Public Official Liability, WC, Crime, Cyber, Pollution Liability, Claims Advocacy, Safety Training, etc

Initial Value of Contract: \$ 491,713 Is contract still active? Yes No

Final Contract Value: \$ 557,204

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Would you enter into a contract with the Contractor in the future? Yes No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

This is not a traditional contract for services but one for insurance coverages through Public Risk Management.

PRM provides administrative assistance and risk management services to policy holders.

PRM staff are very helpful and patient with learning curves associated understanding new policies and coverage

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: N/A

Name of individual completing this form: Maria T. Bassett Date: 4/14/2021

Signature: Maria T. Bassett Digitaly signed by Maria T. Bassett Date: 20210414 15:43:01 -0500 Title: Acting Village Manager/Finance Director

Telephone: 305-664-6445 E-mail: maria.bassett@islamorada.fl.us

Sincerely,

Nathalie Garcia
 Procurement Manager



TAB 4
PROPOSER'S EXPERIENCE & PAST PERFORMANCE



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFP 2021-20 for Property, Casualty, and Liability Insurance Program

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Public Entity: Town of Lantana

Name of Project: Property & Casualty Insurance

Scope of Work: Property, GL/AL, Public Official Liability, WC, Crime, Claims Advocacy, Safety Training, etc.

Initial Value of Contract: \$ 459,375 Is contract still active? Yes No

Final Contract Value: \$ 573,099

Was the work performed timely? Yes No

Was the work performed to acceptable quality standards? Yes No

Would you enter into a contract with the Contractor in the future? Yes No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Town of Lantana

Name of individual completing this form: Stephen Kaplan Date: 04/19/2021

Signature:  Title: Finance Director

Telephone: 561-540-5035 E-mail: skaplan@lantana.org

Sincerely,
Nathalie Garcia
Procurement Manager



TAB 4
PROPOSER'S EXPERIENCE & PAST PERFORMANCE

MIAMI LAKES
Growing Beautifully
CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFP 2021-20 for Property, Casualty, and Liability Insurance Program

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: Village of North Palm Beach

Name of Project: Property & Casualty Insurance

Scope of Work: Property, Boiler & Machinery, GL/LI, Public Official Liability, Crime, Cyber, Claims Advocacy, Safety Training, etc.

Initial Value of Contract: \$ 284,580 Is contract still active? Yes No

Final Contract Value: \$ 394,489

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Would you enter into a contract with the Contractor in the future? Yes No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Village Manager

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Andrew D. Lukasik

Name of individual completing this form: Samia Janjua Date: 4/14/2021

Signature: Title: Director of Finance

Telephone: 561-841-3360 E-mail: sjanjua@village-npb.org

Sincerely,

Nathalie Garcia
Procurement Manager



TAB 4
 PROPOSER'S EXPERIENCE & PAST PERFORMANCE



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFP 2021-20 for Property, Casualty, and Liability Insurance Program

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: Village of Pinecrest

Name of Project: Property, Casualty, & Workers Compensation Insurance

Scope of Work: Property, GL/AL, Public Official Liability, WC, Crime, Cyber, Claims Advocacy, Safety Training, etc.

Initial Value of Contract: \$479,563 Is contract still active? Yes No

Final Contract Value: \$616,180

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Would you enter into a contract with the Contractor in the future? Yes No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Village of Pinecrest

Name of individual completing this form: Marie Arteaga Narino Date: 04/26/2021

Signature: *Marie Arteaga Narino* Title: Finance Director

Telephone: 305-234-2121 E-mail: mariteaga@pinecrest-fl.gov

Sincerely,
 Nathalie Garcia
 Procurement Manager



TAB 4
PROPOSER'S EXPERIENCE & PAST PERFORMANCE



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFP 2021-20 for Property, Casualty, and Liability Insurance Program

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of South Miami

Name of Project: Property & Casualty Insurance

Scope of Work: Property, GL/LI, Public Official Liability, WC, Crime, Cyber, Pollution Liability, Claims Advocacy, Safety Training, etc.

Initial Value of Contract: \$ 559,581 Is contract still active? Yes No

Final Contract Value: \$ 559,581

Was the work performed timely? Yes No

Was the work performed to acceptable quality standards? Yes No

Would you enter into a contract with the Contractor in the future? Yes No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: City of South Miami

Name of individual completing this form: Samantha Fraga-Lopez Date: 4/14/2021

Signature: Samantha Fraga-Lopez Title: Assistant City Manager

Telephone: 305-668-2515 E-mail: sfraga-lopez@southmiamifl.gov

Sincerely,

Nathalie Garcia
Procurement Manager



TAB 4
PROPOSER'S EXPERIENCE & PAST PERFORMANCE



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFP 2021-20 for Property, Casualty, and Liability Insurance Program

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of Key West

Name of Project: Property & Casualty Insurance

Scope of Work: Property, GL/LI, Public Official Liability, WC, Crime, Cyber, Pollution Liability, Claims Advocacy, Safety Training, etc.

Initial Value of Contract: \$ 773,176 Is contract still active? Yes No

Final Contract Value: \$ 1,283,678

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Would you enter into a contract with the Contractor in the future? Yes No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

The City of Key West is very pleased with our relationship with WRM/PRM. Extremely competent and responsive staff!

Please call or email with any specific questions or additional support. The City of Key West looks forward to a long relationship with the WRM/PRM team.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: City of Key West

Name of individual completing this form: Todd C. Stoughton Date: 4-29-2021

Signature: Todd C. Stoughton *Digitaly signed by Todd C. Stoughton*
Date: 2021.04.29 16:55:17 -0400 Title: Interim Asst. City Manager

Telephone: (305) 809-3811 E-mail: tstoughton@cityofkeywest-fl.gov

Sincerely,

Nathalie Garcia
Procurement Manager



**TAB 5
PROPOSER'S APPROACH (2 PAGES MAX)**

a. Describe Proposer's approach and methodology in performing the scope of services. Include details regarding the process/strategy that the Proposer will utilize to secure the most cost-effective Program that meets the needs of the Town and the Proposer's approach to Program management to assist the Town. (maximum 2 pages)

The Town's service team will be led by Jonathan Rivera and Joshua Hallon. They will work closely with the key contact(s) at the Town to better understand the unique challenges of the Town. They will be highly knowledgeable about all of the resources within our organization to assist the Town in meeting its Risk Management goals and objectives.

Our primary responsibility and focus are to gain a clear understanding of the Town's short and long-term goals, priorities, and expectations. This will enable us to evaluate the adequacy of your existing program structure, maximize cost-effectiveness, and formulate viable alternatives that will allow for growth commensurate with your plans.

We believe that the PRM offering included in our response exceeds the program requirements requested by the Town in this RFP.

Our firm is committed to providing a full range of expected agency services including but not limited to risk exposure, risk identification, written analysis, insurance placement, written recommendations, alternative service delivery mechanisms, or others as requested by the City. This includes:

- Serve as a one-stop shop for questions & inquiries
- Consultative services including City contracts
- Contract review
- Development of minimum insurance requirements for City vendors
- Monitoring of insurance market(s) solvency, legislative compliance and governance practices
- Analyze needs of the City as they change and provide recommendations for changes where appropriate

b. Describe specific coverage/services that the Proposer recommends that the Town purchase in connection with the Program. Detailed information must include cost, limits, deductibles, carrier selection, service ability and service history. The reputation of the insurance carrier(s) will be evaluated on AM Best financial ratings must be provided for each insurance carrier.

Specific coverages recommended to the town are found in the PRM of Florida Property Coverage form. There is no additional cost to these coverage enhancements and improvements. Coverage enhancements available include:

- Amendment of Named Storm deductible from Per Location to Per Item
- Removal of Named Storm Deductible Minimum

Due to the Town's geographic location, it is recommended that the Town explore a parametric insurance proposal. When the pre-defined triggers occur, this coverage pays directly to the Town based on a pre-defined schedule. An actual physical loss does not have to occur for the Town to receive payment.

c. Describe all services and assistance that will be provided by the Proposer to the Town for the Program, i.e., annual pre-meeting with the Town prior to placing insurance, providing insurance certificates, auto identification cars, monthly/quarterly/annual reports, negotiations with carriers, policy reviews, etc.

Agency Services Include:



**TAB 5
 PROPOSER'S APPROACH**

Pre-renewal strategy meeting a minimum of six months prior to renewal	Agenda item preparation and assistance	Schedules of Insurance are prepared and delivered within 30 days of the effective date
Weekly carrier negotiation and client communication	Attendance at Board meeting(s)	Delivery of renewal proposals 45-60 days prior to renewal
Not to Exceed budgeting 90 days prior to renewal	Delivery of binders prior to the effective date	Certificate Issuance at policy renewal

Loss Control and Risk Management Services Include:

Risk Analysis	Regulatory Assistance	Safety Program Development
Safety Training	Loss Trending	Employment Practices Hotline
Employment Practices Audit	Assistance with HR Manual	Assistance with Salary Surveys
Assistance with Safety Committee Development	Dedicated Loss Control Representative	Access to multiple Learning Management Systems for on-line training
On-site training		

d. List the primary issues and concerns for the Town relative to the Program. Identify how the Proposer proposes to handle these concerns.

In assessing the Town's Cyber Liability Exposure, we conducted a Cyber Audit in conjunction with a 3rd Party to address areas of vulnerability within the Town's technological infrastructure. While the Town is secure in certain areas of its technological infrastructure, critical exposures such as network security were identified that deserve the Town's attention. Please refer to the separate attachment APPENDIX Section 3 – Cyber Concerns and Scorecard. The Scorecard addresses the concerns and provides recommendations of solutions.

Other areas for improved coverage versus the Town's expiring program reside on the property portion of the program. The PRM property program provides *considerable* enhancements in coverage compared to the expiring program with the Preferred Governmental Insurance Trust (PGIT). In addition, it is materially competitive from a pricing perspective.

PGIT	PRM
Named Windstorm Deductible applies per location	Named Windstorm deductible applies per item affected
Named Windstorm Deductible minimum of \$15,000	Eliminates Named Windstorm Deductible minimum
Property AOP Deductible of \$2,500	Reduces Property AOP Deductible to \$1,000
Flood Limit of \$1,000,000	Increases Flood Limit to \$50,000,000
Errors and Omissions Limit of \$250,000	Increases Errors and Omissions Limit to \$25,000,000
Ordinance & Law Limit of \$500,000	Increases Ordinance & Law Limit to \$25,000,000
New Locations limit of \$2,000,000 within 60 days. Additional premium due if building value greater than \$2M.	Increases New Locations limit of \$25,000,000. No additional premium due unless value of building greater than \$25M.
Inland Marine replaced at Actual Cash Value	Inland Marine replaced at Replacement Cost Value

e. Describe what distinguishes the services provided by the Proposer from the services provided by other brokers or insurance agencies.



a. Copy of Proposer's license to operate as an insurance company in the State of Florida.

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

BE IT KNOWN THAT:

The below named public agency or agencies of the State of Florida for the purpose of forming a risk management and self-insurance association pursuant to the terms of Florida Statutes Sections 768.28(16)(a), 440.57, and 163.01, Florida Interlocal Cooperation Act of 1969, do bind themselves contractually to and adopt these Articles of Association and By-Laws.

Article 1 - Name and Duration

1.1 Name. The name of this association shall be Public Risk Management of Florida, 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:

"Annual Payments": The amount each Member must annually pay to fully fund the costs of the full operation of the Pool.

"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 should the "Loss Fund" be exhausted. Once the "Aggregate Excess Insurance" is triggered, any further losses within the "Self Insured Retention" will be paid by this coverage.

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

"Joint Self-Insurance" or "Self-Funded": A self-insurance or self-funded program in which Members agree to annual payments to fully fund the operations of the Risk Management Pool.

"Loss Fund": The fund established to pay claims occurring within the "Self Insured Retention." The "Loss Fund" represents the maximum amount for which the Pool is exposed in a single policy period.



b. Documentation substantiating that the Proposer is authorized to conduct business in the State of Florida.

State of Florida Department of State

I certify from the records of this office that WORLD RISK MANAGEMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 5, 2006.

The document number of this limited liability company is L06000116007.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on January 16, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of June, 2020*



Rainald Bee
Secretary of State

Tracking Number: 3266333144CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



TAB 7
COMMENTS ON AGREEMENT

TOWN OF MIAMI LAKES
PROPERTY, CASUALTY AND LIABILITY INSURANCE PROGRAM
RFP No. 2021-20
APRIL 30, 2021 @ 11:00 AM

Proposer shall include any comments related to the Town's Professional Services Agreement.

Regarding Page 5 of the PSA, Section 2, Item c.i.:

As the administrator of Public Risk Management of Florida, World Risk Management is compensated directly via the administrative agreement with the program. There are no brokerage fees above and beyond the premiums proposed in our RFP response.

Our firm is in acceptance of the terms and conditions contained within the Town's Professional Services Agreement as provided in the RFP.



Form AK – Anti-Kickback Affidavit

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and World Risk Management or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Michelle L. Jones
Title: President

BEFORE ME, the undersigned authority, personally appeared Michelle Jones to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Michelle Jones executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 29 day of April, 2021.

My Commission Expires:
Christine Piggee
Notary Public State of Florida a Large



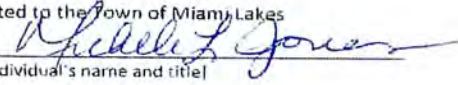
Form AK



Form PEC – Public Entity Crime Affidavit

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes
by Michele Jones, President 
[print individual's name and title]
for World Risk Management, LLC
[print name of entity submitting sworn statement]

whose business address is
20 N. Orange Ave Suite 500
Orlando, FL 32801

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-8039920

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

Form PEC



Form PEC – Public Entity Crime Affidavit

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Michelle Jones to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Michelle Jones executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 29th day of April, 2021

My Commission Expires:
Christine Piggee
Notary Public State of Florida at Large



Michelle L Jones

Form PEC



Form NCA – Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT

State of Florida }
County of Orange } SS:
}

Michele Jones being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of World Risk Management, LLC, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

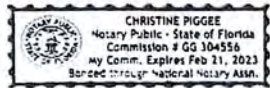
[Signature]
Witness
[Signature]
Witness

By: [Signature]
Michele Jones
(Printed Name)
President
(Title)

BEFORE ME, the undersigned authority, personally appeared Michele Jones to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Michele Jones executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 29th day of April, 2021

My Commission Expires:
[Signature]
Notary Public State of Florida at Large



Form NCA



Form COI – Conflict of Interest Affidavit

CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
 } SS:
County of Orange }

Michele Jones being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of World Risk Management, LLC, the Proposer that has submitted the attached Proposal and certifies the following:

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

By: Michele L. Jones

[Signature]
Witness

Michele Jones
(Printed Name)
President
(Title)

BEFORE ME, the undersigned authority, personally appeared Michele Jones to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Michele Jones executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 29 day of April, 2021

My Commission Expires:
[Signature]
Notary Public State of Florida at Large



Form COI



Form PR – Public Relations Affidavit



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: World Risk Management, LLC Solicitation No: 2021-20

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town

N/A

_____ Last name	_____ First name	_____ Relationship
--------------------	---------------------	-----------------------

_____ Last name	_____ First name	_____ Relationship
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_____ Last name	_____ First name	_____ Relationship
--------------------	---------------------	-----------------------

- b) Any family relationships with any employee or elected representative of the Town

N/A

_____ Last name	_____ First name	_____ Relationship
--------------------	---------------------	-----------------------

_____ Last name	_____ First name	_____ Relationship
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_____ Last name	_____ First name	_____ Relationship
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Michele L. Jones 04/30/2021
 Authorized Signature Date:

Michele Jones President
 Print Name Title:



Form PRA – Public Records Affidavit

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: World Risk Management, LLC

Authorized representative (print): Michele Jones, President

Authorized representative (signature): *Michele Jones* Date: 04/30/2021

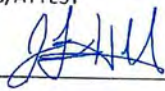


Form CE – Contract Execution Form

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

(Consultant Name)



Signature



Signature

Joshua Hallon, Vice President
Print Name, Title

Michele L Jones
Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary
(Affirm Firm's Seal, if available)

ATTEST:

Town of Miami Lakes, a municipal corporation of the State of Florida

Gina Inguanzo, Town Clerk

Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Town Attorney



Form CE – Contract Execution Form

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.
I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.
Secretary: _____
Print: _____

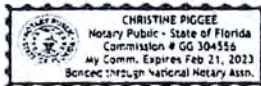
NOTARIZATION

STATE OF Florida)
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 29th day of April, 2021, by Michelle Jones, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

Christine Piggee
SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

Christine Piggee
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC





Addendum 1



RFP 2021-20
Property, Casualty and Liability Insurance Program
Addendum #1
Due Date: 11:00AM, April 23, 2021

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

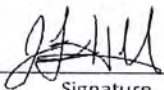
Questions:

1. Who is the Town's current provider?

Response: The Town's current provider is Preferred Government Insurance Trust ("PGIT").

Acknowledgement:

Joshua Hallon
Name of Signatory
Vice President
Title
4/28/2021
Date


Signature
World Risk Management
Name of Bidder



Addendum 2



RFP 2021-20
Property, Casualty and Liability Insurance Program
Addendum #2
Due Date: 11:00AM, April 23, 2021

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification:

- 1. This addendum is issued, in part, to provide the Towns' Workers Compensation Experience Rating, attached hereto and provided as a separate attachment as Attachment E, the Town's Loss Runs, attached hereto and provided as a separate attachment as Attachment F, and the Town's Risk E-Business Cyber Loss and Liability Insurance Policy, attached hereto and provided as a separate attachment as Attachment G.

Questions:

- 1. In regard to the Company Qualification Questionnaire, page 1 of 5, question #1 – Is the Town looking for the number of years in business of the corporation or the local office?
Response: Corporation.
- 2. In regard to the Company Qualification Questionnaire, page 3 of 5, question #4 – is the Town looking for employee information of the corporation or the local office?
Response: Local office.
- 3. Please confirm no changes to the property schedule of 10/01/2020.
Response: No changes.
- 4. Please provide workers compensation payroll projection for 10/1/2021 to 10/01/2022.
Response: \$4.5 million.

Acknowledgement:

Joshua Hallon
Name of Signatory
Vice President
Title
4/28/2021
Date


Signature
World Risk Management
Name of Bidder



Addendum 3



RFP 2021-20
Property, Casualty and Liability Insurance Program
Addendum #3
Due Date: 11:00AM, April 23, 2021

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

1. Attachment A – Price Proposal Worksheet is hereby revoked and replaced with Attachment A – Price Proposal Worksheet V2 provided as a separate attachment. Proposers must include the new form with their proposal to be considered responsive.
2. Attachment C – Workers Compensation Binder is hereby revoked and replaced with Attachment C – Workers Compensation Binder V2 attached hereto and provided as a separate attachment.

Questions:

1. Item #4 in Section E1.01 requires proposers to provide detailed description for at least three (3) government entity clients. Is this requirement separate from the Minimum Requirement in Section D4 that calls for Proposers to submit a minimum of five (5) client references?
Response: Proposer shall submit five (5) Form CRL – Client Reference Forms, three (3) of which shall be government entities in order to satisfy the Minimum Requirement in Section D4 and Item #4 in Section E1.01.
2. Are Proposers to fill out Attachments A, B, and C in Exhibit A (pages 43, 44, and 45 of the pdf)?
Response: Attachments A, B, and C are a part of Exhibit A, which is the draft professional services agreement therefore, not to be filled out.
3. Please clarify the position for payroll code 7720 on Attachment C – Worker's Compensation Binder.
Response: The police officers in payroll code 7720 Attachment C – Worker's Compensation Binder are part-time crossing guards. The Town employs approximately eight (8) part-time crossing guards.



TAB 8
FORMS

Addendum 3



Acknowledgement:

Joshua Hallon

Name of Signatory

Vice President

Title

4/28/2021

Date

Signature

World Risk Management

Name of Bidder



Addendum 4



RFP 2021-20
Property, Casualty and Liability Insurance Program
Addendum #4
Due Date: 11:00AM, April 23, 2021

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Questions:

1. Can you please provide a payroll projection for 10/02/2021 to 10/01/2022?
Response: No raises were given, and operations continue the same, therefore, estimate should be the same as last year.
2. The loss runs show many General Liability claims due to trips and falls on uneven or damaged sidewalks. Has the Town made any improvements to these items or have a plan for repairing damaged sidewalks to mitigate future claims?
Response: The Town has appropriated more funds to repair, maintain, and invest in infrastructure.
3. Can you please advise how many employees handle cash on behalf of the Town?
Response: None.

Acknowledgement:

Joshua Hallon
Name of Signatory
Vice President
Title
4/28/2021
Date


Signature
World Risk Management
Name of Bidder



Addendum 5



RFP 2021-20
Property, Casualty and Liability Insurance Program
Addendum #5
Due Date: 11:00AM, April 23, 2021

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

1. This addendum is issued to provide Form CE – Contract Execution form, attached hereto and provided as a separate attachment.


Acknowledgement:

Joshua Hallon

Name of Signatory
Vice President

Title
4/28/2021

Date



Signature
World Risk Management

Name of Bidder



Addendum 6



RFP 2021-20
Property, Casualty and Liability Insurance Program
Addendum #6
Due Date: 11:00AM, April 30, 2021

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

1. The due date is hereby extended to **11:00 AM EST, April 30, 2021.**

Acknowledgement:

Joshua Hallon
Name of Signatory
Vice President
Title
4/28/2021
Date


Signature
World Risk Management
Name of Bidder

Attachment "A"
Price Proposal Worksheet
RFP 2021-20
Property, Casualty, and Liability Insurance Program

Notes:

***Premium must be guaranteed for the initial twelve (12) month coverage period.**

****Annual Broker's Fees must be fixed for the initial three (3) years of the contract and shall be inclusive of all travel, equipment, quarterly and annual audits and any other related expenses.**

Proposer:

Item No.	Item Description (Insurance Coverage Type)	(A) Premium*
<i>EXAMPLE</i>	<i>Automobile</i>	<i>\$13,500</i>
1	Property	\$86,118.00
2	General Liability	\$219,018.00
3	Public Officials and Employment Practices Liability	Included in Item 2
4	Automobile	Included in Item 2
5	Inland Marine	Included in Item 1
6	Crime/Fidelity	Included in Item 1
7	Worker's Compensation	\$21,060.00
8	Government Crime	Included in Item 1
9	Storage Tank Liability	N/A
10	Annual Broker's Fees (If Applicable)***	N/A
	Totals	\$326,196

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Firm's Name: World Risk Management, LLC

Town/State/Zip: Orlando, FL 32801

Signature of Authorized Signatory: _____

Printed Name/Title: Joshua Hallon



TOWN OF MIAMI LAKES

Request for Proposal # 2021-20
Property, Casualty and Liability Insurance Program

APPENDIX

Presented by:
Jon Rivera
VP, Risk Consultant

Joshua Hallon, CCP
Vice President

20 N. Orange Avenue, #500, Orlando, FL 32801
P: (407) 445-2414 | F: (407) 445-2868
www.wrmlc.com



WORLD
Risk Management

A BALLATOR COMPANY

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL &
PRIVILEGED IN NATURE - NOT PUBLIC RECORD.

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APPENDIX

SECTION	SUBJECT	PAGE NUMBER
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2	Public Risk Management of Florida Provider Resources and Services	18
3	Cyber Score Card	26



PROPERTY, PROPERTY TERRORISM,
PROPERTY ACTIVE SHOOTER

	PROPERTY	
	INCUMBENT PROGRAM 2020 TO 2021	PROPOSED PROGRAM 2021 TO 2022
COMPANY	PREFERRED GOVERNMENTAL INS.	PUBLIC RISK MANAGEMENT OF FLORIDA
TOTAL INSURED VALUES	\$15,091,000	\$17,322,581
DEDUCTIBLES		
▪ ALL OTHER PERILS, EXCEPT:	\$2,500	\$1,000
▪ ALL OTHER FLOOD – PER UNIT	\$2,500	\$1,000
▪ FLOOD – ZONES A&V	EXCESS OF NFIP	EXCESS OF NFIP
▪ NAMED WINDSTORM	5% PER LOCATION MIN. \$15,000	5% PER AFFECTED UNIT NO MINIMUM
VALUATION		
▪ AUTO PHYSICAL DAMAGE	ACTUAL CASH VALUE	ACTUAL CASH VALUE
▪ BUSINESS INCOME	ACTUAL LOSS SUSTAINED	ACTUAL LOSS SUSTAINED
▪ COINSURANCE	NONE	NONE
▪ INLAND MARINE	ACTUAL CASH VALUE	REPLACEMENT COST
▪ PROPERTY & CONTENTS	REPLACEMENT COST	REPLACEMENT COST
LIMITS		
ALL PERILS, COVERAGE'S AND INSURED'S/MEMBERS COMBINED – PER OCCURRENCE, SUBJECT TO THE FOLLOWING SUB-LIMITS:	\$15,091,000	\$250,000,000
- FLOOD – PER OCCURRENCE ANNUAL AGGREGATE	\$1,000,000	\$50,000,000
- FLOOD SUBLIMIT – ANNUAL AGGREGATE		
- CONTRACTORS EQUIPMENT		
- FINE ARTS	\$1,000,000	\$10,000,000
- LICENSED VEHICLES		
- UNLICENSED VEHICLES		
- FLOOD SUBLIMIT		
- PER OCCURRENCE	\$1,000,000	\$10,000,000
- MISCELLANEOUS UNNAMED LOCATIONS		
- EARTHMOVEMENT/SHOCK LIMIT		
- PER OCCURRENCE & IN THE ANNUAL AGGREGATE	EXCLUDED	\$50,000,000
- WIND/HAIL LIMIT PER OCCURRENCE NAMED WINDSTORM	\$15,091,000	\$100,000,000

✓ Per Expiring
Improvement to Expiring

The limits represented for PRM are Association Limits and are shared for property only. Included denotes full policy limits apply



**PROPERTY, PROPERTY TERRORISM,
PROPERTY ACTIVE SHOOTER**

COMPANY	PROPERTY	
	INCUMBENT PROGRAM 2020 TO 2021	PROPOSED PROGRAM 2021 TO 2022
	PREFERRED GOVERNMENTAL INS.	PUBLIC RISK MANAGEMENT OF FLORIDA
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE...]		
- ACCIDENTAL CONTAMINATION	Silent	\$250,000/\$500,000
- ACCOUNT RECEIVABLES	\$500,000	Included
- ANIMALS	\$5,000 Annual Aggregate	\$50,000 per animal \$250,000 per occurrence
- UNSCHEDULED ANIMALS	Silent	
- ASBESTOS CLEAN-UP & REMOVAL (RESULTANT)	Silent	\$25,000,000 - Limited to 94.8%
- AUTOMATIC ACQUISITION LIMIT	\$2,000,000 – up to 60 days	\$25,000,000
- AUTO PHYSICAL DAMAGE		Included
- ON & OFF PREMISES	Excluded – Covered under Auto Form	\$2,500,000 + 80% of \$7,500,000
- OVER THE ROAD	Excluded – Covered under Auto Form	
- BUILDING ORDINANCE UNDAMAGED PORTION OF BUILDING	Silent	Included
- BUSINESS INTERRUPTION	Silent	\$100,000,000
- CIVIL AUTHORITY WITHIN 10 MILES OF INSURED PREMISE	Silent	30 days
- CLAIM PREPARATION EXPENSE	Silent	\$1,000,000
- CONTINGENT BUSINESS INTERRUPTION	Silent	\$5,000,000
- COURSE OF CONSTRUCTION & ADDITIONS	Silent	\$50,000,000
- DEBRIS REMOVAL	\$250,000 or 25% of loss	Included
- DEMOLITION	\$500,000	Included
- EARTH MOVEMENT EXCEPT - VEHICLES, CONTRACTORS EQUIPMENT, FINE ARTS COMBINED	Silent Silent	\$50,000,000 Annual Aggregate \$5,000,000 Combined Aggregate
- ELECTRONIC DATA PROCESSING (EDP)	Silent	Included
- ERRORS & OMISSIONS	\$250,000	\$25,000,000
- EXPEDITING EXPENSE	Silent	\$50,000,000
- EXTENDED PERIOD OF INDEMNITY	Silent	180 days
- EXTRA EXPENSE	\$1,000,000	\$50,000,000
- FINE ARTS	Silent	Included
- UNSCHEDULED FINE ARTS	Silent	\$2,500,000
- FIRE FIGHTING EXPENSE	Silent	Included
- FLOOD EXCEPT	\$1,000,000	\$50,000,000
- SPECIAL FLOOD HAZARD AREAS	\$1,000,000	Included
- VEHICLES, CONTRACTORS EQUIPMENT, FINE ARTS COMBINED	Silent	\$5,000,000 Combined Aggregate
- IMPROVEMENT & BETTERMENT	Silent	Included
- INCREASED COST OF CONSTRUCTION	\$500,000	\$25,000,000

✓ Per Expiring
Improvement to Expiring

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PROPERTY, PROPERTY TERRORISM,
PROPERTY ACTIVE SHOOTER

COMPANY	PROPERTY	
	INCUMBENT PROGRAM 2020 TO 2021	PROPOSED PROGRAM 2021 TO 2022
	PREFERRED GOVERNMENTAL INS.	PUBLIC RISK MANAGEMENT OF FLORIDA
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE...]		
- INGRESS & EGRESS WITHIN 10 MILES OF INSURED PREMISE	Silent	30 days
- JEWELRY, FURS, & PRECIOUS METALS – SEPARATELY	Silent	\$500,000
- LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS EXCEPT	\$25,000	\$5,000,000
- UNSCHEDULED LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS	Silent	\$1,000,000
- LEASEHOLD INTEREST	Excluded	Included
- MISCELLANEOUS UNNAMED LOCATIONS EXCEPT	Silent	\$25,000,000
- SPECIAL FLOOD HAZARD AREAS	Silent	\$10,000,000 Annual Aggregate
- MOLD (RESULTANT)	\$50,000 Annual Aggregate	\$35,000 / \$105,000
- MONEY AND SECURITIES	Silent	\$2,500,000
- OFF PREMISES SERVICE INTERRUPTION INCLUDING EXTRA EXPENSE	Silent	\$25,000,000
- PERSONAL EFFECTS	Silent	Included
- PERSONAL PROPERTY OF OTHERS	\$50,000	Included
- PERSONAL PROPERTY OUTSIDE THE USA	Silent	\$1,000,000
- PROTECTION AND PRESERVATION OF PROPERTY	\$250,000	Included
- PROPERTY OFF PREMISES	\$150,000	Included
- SIGNS	Silent	Included
- TRANSIT	\$250,000	\$25,000,000
- TUNNELS, BRIDGES, DAMS, CATWALKS – UNSCHEDULED	Silent	\$500,000
- VALUABLE PAPERS AND RECORDS	\$500,000	Included
- WATERCRAFT		
- UP TO 27 FEET, UNSCHEDULED	Excluded	\$250,000 Unscheduled
- OVER 27 FEET, SCHEDULED	Excluded	Included if scheduled

✓ Per Expiring
Improvement to Expiring

The limits represented for PRM are Association Limits and are shared for property only. Included denotes full policy limits apply



**PROPERTY, PROPERTY TERRORISM, PROPERTY ACTIVE
SHOOTER**

TOWN OF MIAMI LAKES
PROPERTY, CASUALTY AND LIABILITY INSURANCE PROGRAM
RFP No. 2021-20
APRIL 30, 2021 @ 11:00 AM

RATING EXPOSURES		
PROPERTY INFORMATION		
TOTAL INSURANCE VALUES	2020-2021	2021-2022
TOTAL BUILDING VALUES	\$13,272,800	\$13,272,800
TOTAL CONTENT VALUES	\$1,819,100	\$1,819,100
DECLARED/PROP IN OPEN	Included	Included
EDP EQUIPMENT (HARDWARE)	-	-
BUSINESS INTERRUPTION/EXTRA EXPENSE	\$500,000	\$500,000
EQUIPMENT VALUES	\$407,495	\$407,495
AUTOMOBILE VALUES – ACTUAL CASH VALUE	\$1,323,186	\$1,323,186
TOTAL INSURABLE VALUES	\$17,322,581	\$17,322,581



PROPERTY, PROPERTY TERRORISM, PROPERTY ACTIVE SHOOTER

TOWN OF MIAMI LAKES
PROPERTY, CASUALTY AND LIABILITY INSURANCE PROGRAM
RFP No. 2021-20
APRIL 30, 2021 @ 11:00 AM

	PROPERTY TERRORISM & SABOTAGE	
	INCUMBENT PROGRAM 2020 TO 2021	PROPOSED PROGRAM 2021 TO 2022
CARRIER	PREFERRED GOVERNMENTAL INS.	PUBLIC RISK MANAGEMENT OF FLORIDA
TERRORISM & SABOTAGE	NOT APPLICABLE	\$25,000,000
DEDUCTIBLE	NOT APPLICABLE	\$10,000
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]		
- BUSINESS INTERRUPTION SUBLIMIT	NOT APPLICABLE	\$25,000,000
- CIVIL OR MILITARY AUTHORITY SUBLIMIT	NOT APPLICABLE	\$1,000,000, 30 DAY(S), AND 1 MILE(S)
- DEBRIS REMOVAL EXPENSES SUBLIMIT	NOT APPLICABLE	\$250,000
- DECONTAMINATION COSTS EXCLUDING NCBR SUBLIMIT	NOT APPLICABLE	\$250,000
- DEMOLITION & INCREASED COST OF CONSTRUCTION SUBLIMIT	NOT APPLICABLE	\$1,000,000
- ERRORS & OMISSIONS SUBLIMIT	NOT APPLICABLE	\$250,000
- ELECTRONIC DATA PROCESSING MEDIA SUBLIMIT	NOT APPLICABLE	\$1,000,000
- EXTENDED PERIOD OF INDEMNITY SUBLIMIT	NOT APPLICABLE	\$0 AND 180 DAY(S)
- FINE ART SUBLIMIT	NOT APPLICABLE	\$ 250,000
- INGRESS/EGRESS SUBLIMIT	NOT APPLICABLE	\$ 1,000,000, 30 DAY(S), AND 1 MILE(S)
- PRESERVATION OF PROPERTY SUBLIMIT	NOT APPLICABLE	\$ 250,000
- PROFESSIONAL FEES SUBLIMIT	NOT APPLICABLE	\$ 250,000
- RELOCATION EXPENSE SUBLIMIT	NOT APPLICABLE	\$ 250,000
- SERVICE INTERRUPTION SUBLIMIT	NOT APPLICABLE	\$ 1,000,000, 30 DAY(S), AND 1 MILE(S)
- TRANSIT SUBLIMIT	NOT APPLICABLE	\$ 250,000
- VALUABLE PAPERS SUBLIMIT	NOT APPLICABLE	\$ 250,000
- ACCOUNTS RECEIVABLE SUBLIMIT	NOT APPLICABLE	\$ 250,000
- ASBESTOS SUBLIMIT	NOT APPLICABLE	\$ 500,000
- AUTOMATIC COVERAGE SUBLIMIT	NOT APPLICABLE	\$ 1,000,000 AND 30 DAY(S)
- COMMISSIONS, PROFITS, & ROYALTIES SUBLIMIT	NOT APPLICABLE	\$ 250,000
- DELAY IN STARTUP COSTS SUBLIMIT	NOT APPLICABLE	\$ 250,000
- FIRE PROTECTIVE SYSTEMS SUBLIMIT	NOT APPLICABLE	\$ 10,000
- GREEN BUILDING ADDITIONAL EXPENSE SUBLIMIT	NOT APPLICABLE	\$ 250,000
- KEY & LOCK EXPENSE SUBLIMIT	NOT APPLICABLE	\$ 250,000
- LANDSCAPING SUBLIMIT	NOT APPLICABLE	\$ 10,000
- LOSS OF ATTRACTION SUBLIMIT	NOT APPLICABLE	\$0, 0 DAY(S), AND 0 MILE(S)
- MISCELLANEOUS UNNAMED LOCATIONS SUBLIMIT	NOT APPLICABLE	\$ 1,000,000 AND 30 DAY(S)
- NEWLY ACQUIRED LOCATIONS SUBLIMIT	NOT APPLICABLE	\$ 1,000,000 AND 90 DAY(S)
- PROPERTY IN COURSE OF CONSTRUCTION SUBLIMIT	NOT APPLICABLE	\$1,000,000
- RENTAL INCOME SUBLIMIT	NOT APPLICABLE	INCLUDED
- SOFT COST SUBLIMIT	NOT APPLICABLE	\$10,000

✓ Per Expiring
Improvement to Expiring

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE MUNICIPALITIES TERRORISM AND SABOTAGE LIMIT OF LIABILITY



PROPERTY, PROPERTY TERRORISM, PROPERTY ACTIVE SHOOTER

	ACTIVE SHOOTER & MALICIOUS ATTACK	
	INCUMBENT PROGRAM 2020 TO 2021	PROPOSED PROGRAM 2021 TO 2022
CARRIER	PREFERRED GOVERNMENTAL INS.	PUBLIC RISK MANAGEMENT OF FLORIDA
ACTIVE SHOOTER & MALICIOUS ATTACK	\$1,000,000 PER EVENT	\$1,000,000 PER OCCURRENCE \$1,000,000 AGGREGATE
DEDUCTIBLE	\$0	\$10,000
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]		
- ADDITIONAL SECURITY MEASURES SUBLIMIT	SILENT	\$250,000
- COUNSELING SUBLIMIT	\$250,000 PER EVENT	\$250,000
- PUBLIC RELATIONS COSTS SUBLIMIT	INCLUDED	\$250,000
- MISCELLANEOUS CRISIS MANAGEMENT EXPENSES SUBLIMIT	SILENT	\$250,000
- WAITING PERIOD	SILENT	0 HOURS

✓ Per Expiring
 Improvement to Expiring

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE MUNICIPALITIES TERRORISM AND SABOTAGE LIMIT OF LIABILITY



BOILER & MACHINERY

BOILER & MACHINERY		
	INCUMBENT PROGRAM 2020 TO 2021	PROPOSED PROGRAM 2021 TO 2022
COMPANY	PREFERRED GOVERNMENTAL INS.	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE		
▪ BUSINESS INCOME	\$15,091,900	\$50,000,000
▪ EXTRA EXPENSE	\$15,091,900	\$50,000,000
▪ EXPEDITING EXPENSE	\$1,000,000	\$50,000,000
▪ SPOILAGE	\$250,000	\$50,000,000
▪ UTILITY INTERRUPTION	\$2,000,000 24 Hour waiting period	\$50,000,000 4 HOUR WAITING PERIOD
▪ ORDINANCE OR LAW	\$1,000,000	\$1,000,000
▪ WATER DAMAGE	\$1,000,000	\$50,000,000
▪ FUNGUS, WET OR DRY ROT	\$15,000	\$15,000
▪ HAZARDOUS SUBSTANCE	\$1,000,000	\$2,000,000
DEDUCTIBLE		
▪ EQUIPMENT BREAKDOWN	\$2,500	\$1,000 ALL OBJECTS \$10,000 TRANSFORMERS 10,000 KVA

✓ Per Expiring
Improvement to Expiring

The limits represented for PRM are Association Limits and are shared



CRIME

	CRIME	
	INCUMBENT PROGRAM 2020 TO 2021	PROPOSED PROGRAM 2021 TO 2022
COMPANY	PREFERRED GOVERNMENTAL INS.	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLE	\$1,000	\$1,000
LIMITS		
▪ EMPLOYEE THEFT-PER LOSS COVERAGE	\$100,000	\$500,000
▪ EMPLOYEE THEFT-PER EMPLOYEE COVERAGE	NOT COVERED	NOT COVERED
▪ FORGERY OR ALTERATION	\$100,000	\$500,000
▪ INSIDE PREMISES-THEFT OF MONEY & SECURITIES	\$100,000	\$500,000
▪ INSIDE PREMISES-ROBBERY, SAFE BURGLARY-OTHER PROP	\$100,000	\$500,000
▪ OUTSIDE THE PREMISES	\$100,000	\$500,000
▪ COMPUTER FRAUD	\$500,000	\$500,000
▪ FUNDS TRANSFER FRAUD	\$500,000	\$500,000
▪ MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	\$100,000	\$500,000
CONDITIONS [NOT ALL INCLUSIVE]		
▪ FAITHFUL PERFORMANCE OF DUTY INCLUDED	INCLUDED	✓
▪ 45 DAY NOTICE OF CANCELLATION/10 DAYS NON-PAYMENT	SILENT	INCLUDED
▪ 60 DAY LOSS REPORT REQUIREMENT	SILENT	INCLUDED
▪ NO MINIMUM EARNED PREMIUM	SILENT	INCLUDED

✓ Per Expiring
 Improvement to Expiring



MUNICIPAL LIABILITY

COMPANY	MUNICIPAL LIABILITY	
	INCUMBENT PROGRAM 2020 TO 2021	PROPOSED PROGRAM 2021 TO 2022
	PREFERRED GOVERNMENTAL INS.	PUBLIC RISK MANAGEMENT OF FLORIDA
GENERAL LIABILITY		
BODILY INJURY/PROPERTY DAMAGE	\$5,000,000	\$5,000,000
PERSONAL & ADVERTISING INJURY	INCLUDED	\$5,000,000
FIRE DAMAGE	INCLUDED	\$5,000,000
PESTICIDE & HERBICIDE	\$1,000,000	\$5,000,000
SEWER BACKUP & WATER DAMAGE	\$10,000 NO FAULT PER CLAIMANT \$200,000 AT FAULT PER CLAIMANT	\$5,000,000
EMPLOYEE BENEFITS LIABILITY	\$5,000,000	\$5,000,000
DEDUCTIBLE	\$0	\$0
COVERAGE FORM	OCCURRENCE	OCCURRENCE
LAW ENFORCEMENT LIABILITY		
PER OCCURRENCE	N/A	N/A
GENERAL AGGREGATE	N/A	N/A
DEDUCTIBLE	N/A	N/A
COVERAGE FORM	OCCURRENCE	OCCURRENCE
PUBLIC OFFICIALS LIABILITY		
PER CLAIM	\$5,000,000	\$5,000,000
GENERAL AGGREGATE	\$5,000,000	\$5,000,000
BERT HARRIS	\$100,000 AGGREGATE	\$300,000/\$300,000
INVERSE CONDEMNATION	\$100,000 AGGREGATE	\$100,000/\$100,000
DEDUCTIBLE	\$2,500	\$0
COVERAGE FORM	CLAIMS MADE	CLAIMS MADE
EMPLOYMENT PRACTICES LIABILITY		
EACH CLAIM	\$5,000,000	\$5,000,000
GENERAL AGGREGATE	\$5,000,000	\$5,000,000
DEDUCTIBLE	\$2,500	\$0
COVERAGE FORM	CLAIMS MADE	CLAIMS MADE

✓ Per Expiring
 Improvement to Expiring

*For PRM, both Public Officials Errors & Omission & Employment Practices Liability subject to a per member combined aggregate of \$6,000,000



AUTO LIABILITY

AUTO LIABILITY		
	INCUMBENT PROGRAM 2020 TO 2021	PROPOSED PROGRAM 2021 TO 2022
COMPANY	PREFERRED GOVERNMENTAL INS.	PUBLIC RISK MANAGEMENT OF FLORIDA
LIABILITY DEDUCTIBLE	\$0	\$0
PHYSICAL DAMAGE DEDUCTIBLE	\$1,000	\$1,000
LIMITS		
LIABILITY COMBINED SINGLE LIMIT	\$5,000,000	\$5,000,000
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
▪ PERSONAL INJURY PROTECTION	STATUTORY	STATUTORY
▪ PHYSICAL DAMAGE - COLLISION - COMPREHENSIVE	INCLUDED INCLUDED	COVERED UNDER PROPERTY COVERED UNDER PROPERTY
▪ HIRED/BORROWED LIABILITY	\$5,000,000	\$5,000,000
▪ HIRED/BORROWED PHYSICAL DAMAGE	INCLUDED	INCLUDED
▪ MEDICAL PAYMENTS	\$5,000	EXCLUDED
▪ NON-OWNED LIABILITY	\$5,000,000	\$5,000,000
▪ UNINSURED/UNDERINSURED MOTORIST	\$100,000	EXCLUDED

✓ Per Expiring
Improvement to Expiring



WORKERS' COMPENSATION

WORKERS' COMPENSATION		
	INCUMBENT PROGRAM 2020 TO 2021	PROPOSED PROGRAM 2021 TO 2022
COMPANY	PREFERRED GOVERNMENTAL INS.	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLE	\$0	\$0
LIMITS		
<ul style="list-style-type: none"> ▪ WORKERS' COMPENSATION <ul style="list-style-type: none"> - MEDICAL - DISABILITY - DEATH 	STATUTORY	STATUTORY
<ul style="list-style-type: none"> ▪ EMPLOYERS' LIABILITY <ul style="list-style-type: none"> - EACH ACCIDENT - EACH EMPLOYEE FOR DISEASE 	\$1,000,000 \$1,000,000	\$2,000,000 \$2,000,000
TERMS & CONDITIONS [NOT ALL INCLUSIVE]		
<ul style="list-style-type: none"> ▪ BROAD FORM ALL STATES 	SILENT	INCLUDED
<ul style="list-style-type: none"> ▪ MARITIME COVERAGE ENDORSEMENT 	SILENT	INCLUDED
<ul style="list-style-type: none"> ▪ VOLUNTARY COMPENSATION ENDORSEMENT 	INCLUDED	✓

✓ Per Expiring
 Improvement to Expiring



WORKERS' COMPENSATION

CLASS CODE	DESCRIPTION	2019-2020 ESTIMATED PAYROLL	2020-2021 ESTIMATED PAYROLL
5509	STREET OR ROAD PAVING	-	-
7520	WATERWORKS OPERATION & DRIVERS	-	-
7539	ELECTRIC LIGHT OR POWER CO. NOC - ALL EMPLOYEES & DRIVERS	-	-
7580	SEWAGE DISPOSAL PLANT OPERATION & DRIVERS	-	-
7704	FIREFIGHTERS & DRIVERS	-	-
7705	AMBULANCE SERVICE COMPANIES AND EMS PROVIDERS & DRIVERS	-	-
7720	POLICE OFFICERS & DRIVERS (CROSSING GUARDS)	-	-
8292	STORAGE WAREHOUSE NOC	-	-
8380	AUTOMOBILE SERVICE OR REPAIR CENTER & DRIVERS	-	-
8810	CLERICAL OFFICE EMPLOYEES	\$3,048,737	\$3,048,737
8820	ATTORNEY - ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	-	-
8831	HOSPITAL - VETERINARY & DRIVERS	-	-
8868	SCHOOL/COLLEGE - PROFESSIONAL EMPLOYEES & CLERICAL	-	-
9015	BUILDINGS OPERATIONS BY OWNER - ALL OTHER EMPLOYEES	-	-
9016	AMUSEMENT PARK OR EXHIBITION OPERATIONS & DRIVERS	-	-
9063	YMCA, YWCA, YMHA OR YWHA, INSTITUTION - ALL	-	-
9101	SCHOOL/COLLEGE - ALL OTHER EMPLOYEES	-	-
9102	PARK NOC - ALL EMPLOYEES & DRIVERS	\$636,763	\$636,763
9220	CEMETERY OPERATIONS & DRIVERS	-	-
9402	STREET CLEANING & DRIVERS	-	-
9403	GARBAGE ASHES OR REFUSE COLLECTION & DRIVERS	\$383,853	\$329,200
9410	MUNICIPAL, TOWNSHIP, D OR STATE EMPLOYEE NOC	\$545,594	\$545,594
TOTAL PAYROLL		\$4,319,326	\$4,319,326



CYBER LIABILITY

CYBER LIABILITY		
	EXPIRING PROGRAM 2019 TO 2020	PROPOSED PROGRAM 2020 TO 2021
CARRIER	PREFERRED GOVERNMENTAL INS.	GREAT AMERICAN INSURANCE
COVERAGE FORM	CLAIMS MADE	CLAIMS MADE
RETROACTIVE DATE	10/01/2011	TBD
DEDUCTIBLE	\$25,000	\$50,000
LIMITS		
LIMIT OF LIABILITY	\$2,000,000	\$2,000,000
ANNUAL AGGREGATE	\$2,000,000	\$2,000,000
COVERAGE (FIRST PARTY AND THIRD PARTY) (INCLUDING BUT NOT LIMITED TO)		
▪ BUSINESS INCOME/EXTRA EXPENSE	SILENT	INCLUDED
▪ CYBER EXTORTION THREATS	INCLUDED	✓
▪ MEDIA LIABILITY	INCLUDED	✓
▪ PUBLIC RELATIONS EXPENSE	SILENT	INCLUDED
▪ REPLACEMENT/RESTORATION OF ELECTRONIC DATA	INCLUDED	✓
▪ SECURITY BREACH EXPENSE	INCLUDED	✓
▪ SECURITY BREACH LIABILITY [INCLUDES REGULATORY FINES/PENALTIES AND PCI FINES]	INCLUDED	✓

✓ Per Expiring
Improvement to Expiring



CLAIMS SCENARIOS

SUPERIOR COVERAGE – CLAIM SCENARIOS

PRM provides substantial coverage enhancements over the incumbent program. The following is a sample of the many “hidden” costs associated with the application of insurance as it relates to the Town’s current insurance program.

CLAIM SCENARIO NO. 1

The Tank Generator at Town Hall sustains a covered cause of loss. Under the PGIT form, the loss will be paid out on actual cash value. Under PRM, that item is paid out at full replacement cost.

Questions: What is the Town’s available coverage, deductible costs, coverage for additional costs to bring the building up to code? Illustrate the Town’s total out-of-pocket costs including deductible.

Company	PGIT	PRM
Coverage Available	Actual Cash Value	Replacement Cost
Deductible Costs	\$2,500	\$1,000
Estimated Payout	\$\$60,000	\$75,000
Town’s Out of Pocket Costs	\$17,500	\$1,000 (Deductible)

THE TOWN’S CURRENT PROGRAM WOULD COST THE TOWN AN ADDITIONAL \$17,500 IN THIS CLAIM SCENARIO..

CLAIM SCENARIO NO. 2

The Town suffers a \$250,000 loss as a result of the Bert J Harris Act.

Questions: What is the Town’s available coverage and deductible costs? Illustrate the Town’s total out-of-pocket costs excluding deductible.

Company	PGIT	PRM
Coverage Available	\$100,000	\$300,000
Deductible Costs	N/A	N/A
Insurance Payout	\$100,000	\$250,000
Town’s Out of Pocket Costs	\$150,000	\$0

THE TOWN’S CURRENT PROGRAM WOULD COST THE TOWN AN ADDITIONAL \$150,000 IN THIS CLAIM SCENARIO.



CLAIMS SCENARIOS

CLAIM SCENARIO No. 3

The Town acquires a new commercial building in a new redevelopment effort to clean up a part of the Town. The new acquisition does not get communicated properly to the Risk Management Department and the \$1.2M building is inadvertently omitted from being added to the building schedule. The building suffers a total fire loss 10 months after the Town acquired the building. The claim to replace the building is \$1.2M.

Questions: What are the Town's coverage(s) available from each program? What are the deductible costs, insurance payout and the Town's total-out-of-pocket costs including deductible?

Company	PGIT	PRM
Coverage Available	Coverage is excluded after 60 days	\$25,000,000
Deductible Costs	N/A	\$1,000
Insurance Payout	\$0	\$1,200,000
Town's Out of Pocket Costs	\$1,200,000	\$1,000 Deductible)

THE TOWN'S CURRENT PROGRAM WOULD COST THE TOWN AN ADDITIONAL \$1,199,000 IN THIS CLAIM SCENARIO.



The PRM Advantage



Public Risk Management of Florida (PRM) is a risk management and self-insurance pool for governmental agencies in the State of Florida, formed pursuant to Florida Statutes Sections 768.28(6) (A) and 163.01. PRM is a member-run organization, providing members voting rights to important organizational decisions and program control.

In 1987, the Southwest Florida Intergovernmental Risk Management Association launched with eight charter members. The idea was to create a more cost-effective alternative to a difficult commercial insurance marketplace for government entities. The advantage of the pooling structure was to provide economies of scale, collaboration, and most importantly - stability.

In 1994, the name was changed to Public Risk Management of Florida (PRM) to accommodate the growth of the group throughout all of Florida. Similarly, the coverage, resources, and services have continued to evolve to provide a best-in-class risk management solution for Florida governments.

Presently, PRM provides coverage for more than 60 members and more than \$3 billion in property values.

PRM Advantages Include:

- Member Self-Governance - Voting Rights
- Enhanced and Customized Coverages
- Budgetable Insurance Costs
- Participation Credits
- Low Deductible/Self-Insured Retention/
Loss Sensitive Options
- Best-in-Class Loss Control and Risk
Management Solutions
- Greater Stability

Target Classes:

Municipalities/Government
Entities, including:

- Cities
- Counties
- Airports
- Port Authorities



Comprehensive Services



Risk Analysis

On-site risk analysis services are provided for members to identify potential loss producing hazards and to assist with regulatory compliance. A Risk Analysis includes a review of the following:

- Record-Keeping Analysis
- Physical Hazards Identification
- Written Program Requirements
- Training Needs

Regulatory Assistance

Numerous safety-related, technical resources are available to assist members in complying with a multitude of State & Federal regulations such as the following:

- Compliance Assistance & Guidance
- Post-Audit Consultations
- Regulatory Interpretations

Technical Assistance

PRM offers a myriad of special services as part of the Loss Prevention Program.

- Detailed Loss & Hazard Analysis
- Safety Committee Setup & Participation

Loss Trending

PRM Loss Prevention Staff discusses individual concerns and provides results-oriented solutions for each member.

- Injury Frequency Trending
- Comparative Analysis with Other Members/Market

5-Year Appraisal Services

- No cost to membership
- Appraisals every 5 years to provide accurate insurable values which can change year to year based on replacement cost index inflation
- Report provides accurate secondary wind characteristics underwriting data for property insurance carriers



Property



PRM provides its members with the very best property coverage form in the marketplace backed by the Lloyd's marketplace and 'A'-rated carriers. Several advantages are highlighted below:

- Pool is significantly reinsured
- True replacement cost program
- Storm surge coverage included as part of wind coverage
- No additional charge for mid-year endorsed properties (up to \$25,000,000)
- Flood limit of \$50,000,000 included
- Low flood deductibles from \$1,000
- Lower All Other Peril (AOP) deductibles
- Inland marine evaluated at replacement cost
- Property in the open covered as replacement cost
- Course of Construction up to \$50,000,000
- Building ordinance & increase cost construction limit \$25,000,000
- Property errors & omissions \$25,000,000 for intentional missed locations
- Contingent business interruption \$5,000,000
- Sewer backup coverage to policy limits
- Coverage up to policy limits on debris removal, demolition, accounts receivable, valuable papers
- Equipment Breakdown coverage included
- Per building deductible vs. location deductibles



Loss Control & Prevention



PRM staff has the experience and expertise to work with each member in meeting their individual needs with customized training. Loss Control Resources are outlined below and include (2) types of online training video platforms, a video library, workshops and seminars, customized onsite training and programs such as comprehensive safety and employment practices reviews.

ALL LOSS CONTROL RESOURCES ARE INCLUDED FREE OF CHARGE AS A PREFERRED MEMBER OF PUBLIC RISK MANAGEMENT OF FLORIDA.

Insurance Discount Programs

- Safety Credit Program
- Drug-Free Workplace Program

Risk Analysis Programs

- Human Resources Loss Control Review
- Risk Management/Safety Loss Prevention Review
- Loss Analysis
- Facilities Inspection

Professional Legal Resources

- Employment Law Consultation Services
- HR/Supervisory Roundtable Events
- Safety Webinars
- HR Law and Solutions Seminar
- Law Enforcement Liability available 24/7

Learning Resources

- Safety Talks
- Legislative/Compliance Update Email "Blasts"
- Quarterly Newsletter
- Onsite Training - Customized to the needs of your entity
- Member Surveys

What is a Loss Prevention Review?

PRM's Risk/Safety Review is a review of your organization's formal and informal Risk Management practices and procedures.

Areas of Review Include:

Claims: External and internal forms, reporting process and procedures.

Safety Program:

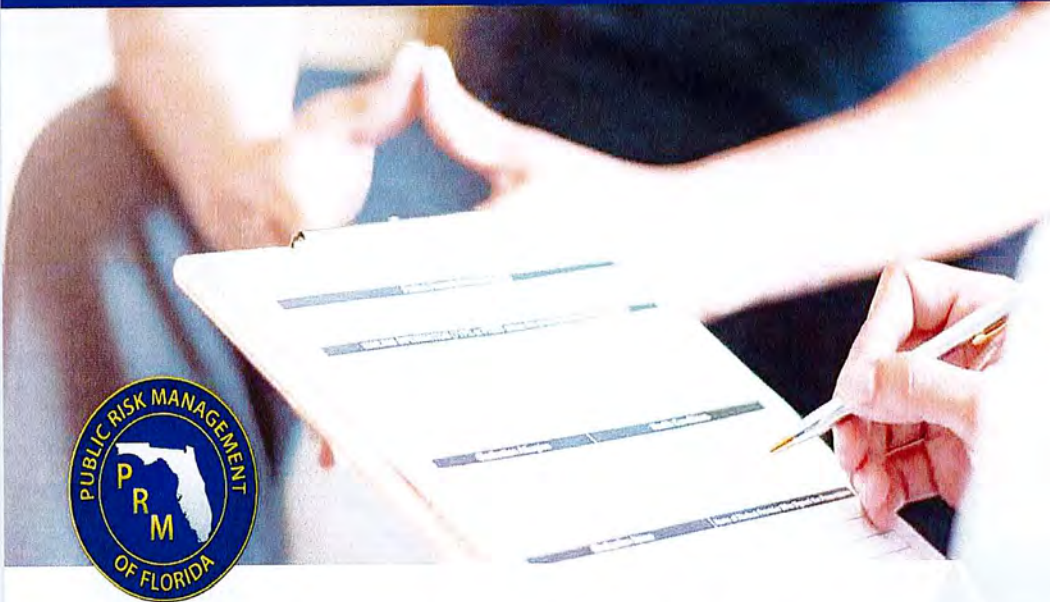
- Accident & Injury Investigation - process, procedures, documentation
 - Safety Policy - written policy, rules and procedures
 - Safety Committee - role, responsibility, purpose and goals
 - Safety Inspections - preventative maintenance, documentation and follow up infrastructure (sidewalks)
 - Record keeping - process, procedure and documentation
 - Review of annual training schedule
- * List not all encompassing

Getting Started:

Contact a PRM Loss Prevention Consultant (LPC) to discuss your needs. Once a review has been completed, your LPC will arrange a meeting with you to discuss recommendations. PRM can also assist by providing sample policies or documents that meet necessary State and Federal compliance requirements.



Claims Advocacy



PRM has an on-site Claims and Litigation Manager and Risk Management Claims Specialist to ensure favorable outcomes and cost savings for its members.

Services include:

- Monitor all claims for Action Plan and appropriate reserving
- Approval of all settlements
- Approval of large reserve increases
- Participation in all Claim Reviews with Members
- Order/Assign Loss Control
- Approval of all allocated expenses, including:
 - Defense Assignment
 - Surveillance
 - Nurse Case Management
- Review of loss run data for trends and opportunities for preventative measures



Pre-Defense Review



Pre-Defense Review

PRM offers a Pre-Defense (PDR) program for Law Enforcement activities in a need for immediate legal advice. Our Pre-Defense Review program is designed to give your agency immediate professional legal advice after a critical incident that may result in litigation. We recommend using the PDR after one of the following instances may have occurred:

- Injury
- Death
- Violation of Civil Rights is Questionable
- Use of Deadly Force
- Use of Excessive Force
- Wrongful Arrest
- High Speed Chase resulting in injuries or death
- Any incident Involving Injury, Death or Constitutional Rights in a County Jail or Municipal Holding Facility

On-Site Law Enforcement Training

PRM's law enforcement training is specifically tailored for local Sheriff and Police Departments. The training addresses officer safety and how officers can protect the entity from liability claims through the use of correct policies & procedures."



Online Training Resources



PRM provides members with an array of services to assist in the prevention of losses associated with Property & Casualty, Workers' Compensation, Safety, and all areas of Liability, including Police and Employment Practices.

Choose from two different online training platforms:

1. First Net Learning Management System

- New Hire Training Bundle
- Course of the Month
- Training Tracking Tool
- Training Certificates
- Report Feature

2. The Training Network Now Streaming Videos

- Over 600 Video Safety Topics Available 24/7
- Many Titles Available in Spanish
- One Log-In for Your Entire Organization
- Quizzes and Supplemental Materials to Further Support Your Efforts



Testimonials



"The Village of Pinecrest has been with PRM for about 2 1/2 years, and in addition to the wonderful staff we've gotten to know, we have taken full advantage of all the other ancillary benefits which have come with being a PRM member. The online training has become a valuable part of our "Day One Onboarding" process and includes videos on Bullying in the Workplace, Ethics, Safety, and Sexual Harassment. Recently, we also took advantage of on-site training with Michele Faulkner. Michele did a wonderful job with our supervisory audience, covering not only major employment laws but also the performance management process and discipline. I would highly recommend this workshop to any member for both seasoned and new supervisors. Another added benefit which I personally appreciate is having knowledgeable and professional staff readily available to review our policies and procedures and safety manuals. The recommendations provided were welcomed and certainly appreciated."

Mayra Sauleda, Human Resources Manager
Village of Pinecrest

"PRM services include access to highly professional HR and Legal staff. Any questions regarding employee matters are promptly responded to. PRM has in-house legal counsel and partners with the law firm of ANB. Both legal counsels are highly familiar with our City and current issues impacting public entities. Additionally, PRM is very responsive to any issues that come up. We contact them on anything that is or could be a concern and they promptly provide guidance.

Lee Ricci, Human Resources/Risk Management Director
City of Longwood



CYBER SECURITY CONCERNS AND SCORECARD

In assessing the Town's Cyber Liability Exposure, we conducted a Cyber Audit in conjunction with a 3rd Party to address areas of vulnerability within the Town's technological infrastructure. While the Town is secure in certain areas of its technological infrastructure, critical exposures such as network security were identified that deserve the Town's attention. The Scorecard addresses the concerns and provides recommendations of solutions.

What is SecurityScorecard?

SecurityScorecard is a security ratings service that uses an easy-to-understand A-F grading system to rate companies on their overall security as well as across 10 major risk factors. A company with a C, D, or F rating is 5.4 times more likely to suffer a consequential breach versus A or B-rated companies. Certain risk factors, such as application security and patching cadence, are even more indicative of the likelihood of breach. An F versus an A in these factors may translate into a tenfold increase in the likelihood of a data breach or successful attack. See the following pages for a summary of the concerns surrounding the Town's Network Security and recommendations for addressing these concerns.



CYBER SECURITY CONCERNS AND SCORECARD

SecurityScorecard

F 47 NETWORK SECURITY

The Network Security module checks public datasets for evidence of high risk or insecure open ports within the company network. Insecure ports can often be exploited to allow an attacker to circumvent the login process or obtain elevated access to the system. If misconfigured, the open port can act as the entry point between a hacker's workstation and your internal network.

HIGH SEVERITY	MEDIUM SEVERITY	LOW SEVERITY	POSITIVE
SSL/TLS Service Supports Weak Protocol 1	Certificate Is Expired 1 Certificate Is Self-Signed 1 SSH Supports Weak Cipher 6 TLS Service Supports Weak Cipher Suite 1 MySQL Service Observed 1	FTP Service Observed 1 Certificate Without Revocation Control 1	INFORMATIONAL POP3 Service Observed 2 IMAP Service Observed 2

1 Certificate Is Expired

-2.3 SCORE IMPACT

Expired certificates prevent TLS clients from connecting to servers.

Description

When a Certificate Authority (CA) issues a certificate, they embed two dates: the date at which the certificate starts being valid, and the date at which the certificate stops being valid. If a TLS client (e.g., web browser) connects to a TLS server (e.g., website) and receives a certificate that is expired, then the TLS client will refuse to connect. Certificates are digital assets that require renewal or decommissioning on a schedule.

Recommendation

Services presenting expired certificates should cause noticeable failures, so confirm the service is still in use. If the service is not in use, decommission it. Otherwise, contact the CA and arrange issuance of a new certificate. Evaluate the organization's certificate management policy to ensure that certificates are renewed or decommissioned prior to their expiration date.

1 finding

TARGET	SHA-256 FINGERPRINT	OBSERVATIONS	LAST OBSERVED
142.93.114.254	b712f88e62c43970c1e3f304d796674ec7830bc7dc683dd7f9a031be1ccfa746c0		4/14/2021, 2:52:43 AM

Evidence : Fri Nov 22 2019 16:54:42 GMT+0000 (Coordinated Universal Time)

1 Certificate Is Self-Signed

-2.4 SCORE IMPACT

Self-signed certificates prevent TLS clients from connecting to servers.

Description

When a certificate is issued, it is signed by a private key. Publicly-accessible services should have certificates signed by keys associated with certificate authorities (CA). The credentials of certificate authorities are stored in a table called the trust store which is baked into modern web browsers and operating systems. Certificates signed by keys not in the trust store prevent TLS clients from connecting to servers. Off-the-shelf software and hardware frequently runs services that use self-signed certificates by default. If these services are publicly-accessible then they should be configured to use

Recommendation

If the service is not in use, decommission it. Otherwise, contact the CA and arrange issuance of a new certificate.



CYBER SECURITY CONCERNS AND SCORECARD

SecurityScorecard

certificates issued by known certificate authorities. Failure to do so exposes users of the service to man-in-the-middle attacks on the open Internet. Self-signed certificates have narrow, but legitimate use cases, such as protecting services whose clients are configured to use public key pinning.

1 finding

TARGET	SHA-256 FINGERPRINT	OBSERVATIONS	LAST OBSERVED
142.93.114.254	b712f88e62c43970c1a3f304d796674ec7830bc7dd683df7f9e03d8e1ccfa746c0		4/19/2021, 2:52:43 AM

SSL/TLS Service Supports Weak Protocol

-4.1 SCORE IMPACT

A TLS service was observed supporting weak protocols.

Description

Transport Layer Security (TLS), the successor to Secure Socket Layer (SSL), is a network protocol that encrypt communications between TLS servers (e.g., websites) and TLS clients (e.g., web browsers). Every communication is secured by a cipher suite: a combination of several algorithms working in concert. Networking protocols do not have a defined lifetime, but academics, researchers, and nation states are constantly evaluating them for weaknesses. Consensus on which protocols are untrustworthy evolves over time, and if communications are sent with a weak protocol then that communication can be altered or decrypted.

Recommendation

Disable the protocols listed in the evidence column of the measurement.

1 finding

TARGET	PORT	OBSERVATIONS	LAST OBSERVED
142.93.83.5	443	1	4/9/2021, 10:26:25 PM

SSH Supports Weak Cipher

-2.3 SCORE IMPACT

A weak cipher has been detected.

Description

The SSH server is configured to support either Arcfour or Cipher Block Chaining (CBC) mode cipher algorithms. SSH can be configured to use Counter (CTR) mode encryption instead of CBC. The use of Arcfour algorithms should be disabled.

Recommendation

Configure the SSH server to disable Arcfour and CBC ciphers.

6 findings

IP ADDRESS	PORT	LAST OBSERVED
142.93.114.254 Evidence : cast128-cbc	22	4/23/2021, 6:57:40 PM
142.93.114.254 Evidence : aes256-cbc	22	4/23/2021, 6:57:40 PM
142.93.114.254	22	4/23/2021, 6:57:40 PM



CYBER SECURITY CONCERNS AND SCORECARD

SecurityScorecard

IP ADDRESS	PORT	LAST OBSERVED
Evidence : aes128-cbc 142.93.114.254	72	4/23/2021, 6:57:40 PM
Evidence : aes128-cbc 142.93.114.254	72	4/23/2021, 6:57:40 PM
Evidence : blowfish-cbc 142.93.114.254	72	4/23/2021, 6:57:40 PM
Evidence : 3des-cbc		

TLS Service Supports Weak Cipher Suite

-2.1 SCORE IMPACT

A TLS service was observed supporting weak cipher suites.

Description

Transport Layer Security (TLS), the successor to Secure Socket Layer (SSL), is a network protocol that encrypt communications between TLS servers (e.g., websites) and TLS clients (e.g., web browsers). Every communication is secured by a cipher suite: a combination of several algorithms working in concert. Cryptographic algorithms do not have a defined lifetime, but academics, researchers, and nation states are constantly evaluating them for weaknesses. Consensus on which algorithms are untrustworthy evolves over time, and if a communication is protected with a weak cipher suite then that communication can be altered or decrypted.

Recommendation

Disable the cipher suites listed in the evidence column of the measurement.

1 finding

TARGET	PORT	OBSERVATIONS	LAST OBSERVED
4.59.83.5	443	1	4/9/2021, 10:26:25 PM

POP3 Service Observed

We observed POP3, an email retrieval service, publicly exposed.

Description

The POP3 protocol offers access to messages stored on email servers. POP3 servers typically contain only the most recent messages received by an email account, deleting the messages from the server once they are downloaded by a user. The use of POP3 may complicate BCP/DR due to each individual user being responsible for the entirety of their email history.

We observed a POP3 service on the Internet, accessible by the public. Email retrieval services are attractive targets to attackers due to the data they may contain. An attacker that gains access to an email account's messages may use them for blackmail, impersonating the owner of the email account, or employ the information when launching further attacks. An attacker with access to an email account's messages may gain access to many online accounts associated with that email address by using the password reset functions available on most websites.

Attackers may target the service with authentication bypass attacks (e.g., brute-forcing, buffer overflows, blank passwords) in an attempt to gain control of the host or access the messages within. Attackers may launch denial-of-service (DoS)

Recommendation

Review the business necessity of hosting a public POP3 server, and remove it from the Internet if possible. If not possible, consider restricting the service by whitelisting the IP addresses that require access.



CYBER SECURITY CONCERNS AND SCORECARD

SecurityScorecard

attacks against the service, rendering it unusable by authorized entities. A compromised host may allow an attacker to penetrate further into the host's associated infrastructure.

2 findings

PRODUCT NAME	IP ADDRESS	PORT	LAST OBSERVED
Courier pop3d	142.93.114.254	995	4/20/2021, 5:29:38 AM
Courier pop3d	142.93.114.254	110	4/14/2021, 2:18:55 PM

FTP Service Observed

-0.6 SCORE IMPACT

We observed FTP, a file-sharing service, publicly exposed.

Description

The FTP protocol offers access to files stored on servers, giving users the ability to upload, download, and delete files. Many FTP servers are used by automated processes, and are neglected or poorly-configured. Modern protocols, such as SFTP, provide better security than FTP.

We observed an FTP service on the Internet, accessible by the public. File-sharing services are attractive targets to attackers due to the data they may contain. An attacker that gains access to the files on an FTP server may sell the files within, use them for blackmail, or employ the information when launching further attacks. A breached FTP server may result in legal proceedings, have public notification requirements, negatively impact public image, and have insurance implications.

Attackers may target the service with authentication bypass attacks (e.g., brute-forcing, buffer overflows, blank passwords) in an attempt to gain control of the host or exfiltrate its databases. Attackers may launch denial-of-service (DoS) attacks against the service, rendering it unusable by authorized entities. A compromised host may allow an attacker to penetrate further into the host's associated infrastructure.

Recommendation

Review the business necessity of hosting a public FTP server, and remove it from the Internet if possible. If not possible, consider restricting the service by whitelisting the IP addresses that require access.

1 finding

PRODUCT NAME	IP ADDRESS	PORT	LAST OBSERVED
ProFTPD	142.93.114.254	21	4/29/2021, 9:13:58 AM

IMAP Service Observed

We observed IMAP, an email retrieval service, publicly exposed.

Description

The IMAP protocol offers access to messages stored on email servers. IMAP servers frequently contain all messages ever sent or received by an email account, not just recent messages.

We observed an IMAP service on the Internet, accessible by the public. Email retrieval services are attractive targets to attackers due to the data they may contain. An attacker that gains access to an email account's messages may use them for blackmail, impersonating the owner of the email account, or

Recommendation

Review the business necessity of hosting a public IMAP server, and remove it from the Internet if possible. If not possible, consider restricting the service by whitelisting the IP addresses that require access.



CYBER SECURITY CONCERNS AND SCORECARD

SecurityScorecard

employ the information when launching further attacks. An attacker with access to an email account's messages may gain access to many online accounts associated with that email address by using the password reset functions available on most websites. Attackers may target the service with authentication bypass attacks (e.g., brute-forcing, buffer overflows, blank passwords) in an attempt to gain control of the host or access the messages within. Attackers may launch denial-of-service (DoS) attacks against the service, rendering it unusable by authorized entities. A compromised host may allow an attacker to penetrate further into the host's associated infrastructure.

2 findings

PRODUCT NAME	IP ADDRESS	PORT	LAST OBSERVED
Courier Imapp	142.93.114.254	993	4/19/2021, 9:53:12 PM
Courier Imapp	142.93.114.254	143	4/14/2021, 2:58:58 PM

MySQL Service Observed

-2.6 SCORE IMPACT

We observed MySQL, a database management system, publicly exposed.

Description

MySQL is an open-source database management system (DBMS). DBMSes are intended to store large amounts of information. We observed a MySQL service on the Internet, accessible by the public. DBMSes are attractive targets to attackers due to the data they may contain. An attacker that breaches a DBMS may sell the databases within, use them for blackmail, or employ the information when launching further attacks. A breached database may result in legal proceedings, have public notification requirements, negatively impact public image, and have insurance implications. Attackers may target the service with authentication bypass attacks (e.g., brute-forcing, buffer overflows, blank passwords) in an attempt to gain control of the host or exfiltrate its databases. Attackers may launch denial-of-service (DoS) attacks against the service, rendering it unusable by authorized entities. A compromised host may allow an attacker to penetrate further into the host's associated infrastructure.

Recommendation

Exposing database services to the Internet is not recommended. Consider placing the service behind a VPN, preventing public access. If making the service private is not possible, restrict the service by whitelisting the IP addresses that require access.

1 finding

PRODUCT NAME	PRODUCT VERSION	IP ADDRESS	PORT	LAST OBSERVED
MySQL	5.5.5-10.1.45-MariaDB	142.93.114.254	3306	4/22/2021, 7:25:52 AM

Certificate Without Revocation Control

-0.6 SCORE IMPACT

A certificate was observed that did not contain either CRL or OCSP URLs.



CYBER SECURITY CONCERNS AND SCORECARD

SecurityScorecard

Description

When a Certificate Authority (CA) issues a certificate, they embed URLs that can be used to check if a certificate has been revoked. Certificates that are revoked are no longer valid, and TLS clients (e.g., web browsers) will refuse to connect to servers presenting revoked certificates. Certificates are revoked for a variety of reasons: the decommissioning of a server, the retirement of a product or business name, the early renewal of a replacement certificate, or the belief that an attacker may have acquired the certificate's corresponding private key. If a certificate does not include revocation controls, it cannot be revoked. Issuing irrevocable credentials is a violation of best practices.

Recommendation

If the service is not in use, decommission it. Otherwise, contact the CA and arrange issuance of a new certificate.

1 finding

TARGET	SHA-256 FINGERPRINT	OBSERVATIONS	LAST OBSERVED
112.93.114.254	b7d188e62c43970c1a3f304d795674ec7830bc7ed683df7f9e03a0e1ccfa746c0		4/14/2021, 2:52:43 AM

Attachment B – Price Schedule

Annual Fees

Type of Insurance	Annual Fee
Property	\$86,118
General Liability	\$219,018
Public Officials and Employment Practices Liability	Included in "General Liability"
Automobile	Included in "General Liability"
Inland Marine	Included in Property"
Crime/Fidelity	Included in Property"
Worker's Compensation	\$21,060
Government Crime	Included in Property"
Storage Tank Liability	

Attachment C – Key Personnel

Name	Job Classification
Michele Jones	President
Hasib Bangloria	Executive Vice President
Andy Cooper	Vice President
Jon Rivera	VP Risk Consultant
Joshua Hallon	Vice President
Debbie Young	Senior Account Manager
Jenna Jennings	Account Representative

