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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** RFP-600605-09/BJC - Insurance Brokerage Services

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Betsy Cohen

**EXT:** 7112

**MOTION/RECOMMENDATION:**

Award RFP-600605-09/BJC - Insurance Brokerage Services to Arthur J. Gallagher Risk Management Services, Inc., Orlando.

County-wide

Ray Hooper

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**BACKGROUND:**

RFP-600605-09/BJC - Insurance Brokerage Services will provide for the implementation and administration of Seminole County's property, liability, and workers' compensation insurance programs, with a five-year term. The Broker is used, like other outside professionals, to perform specific, well-defined functions to complement the County's risk management staff. The Broker will provide assistance to the County for renewal process time line, frequency of on-site meetings, frequency of status reporting, and assist the County with insurance program administration, design and implementation, and related services.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation (listed in alphabetical order):

Arthur J. Gallagher Risk Management Services, Inc., Orlando;

BB&T Insurance Services, Inc., St. Petersburg;

Florida Municipal Insurance Trust, Orlando;

Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency, Daytona Beach.

The Evaluation Committee, comprised of Bob Briggs, Senior Financial Manager/Environmental Services Department; Gregory Foppiani, Risk Program Manager/Administrative Services Department; and Meloney Lung, Manager/Administrative Services Department, evaluated the submittals. Consideration was given to qualifications and experience of the parent company and the firm that will be responsible for the County's account, compensation, program design and implementation, and related significant matters related to the required services. One of the four (4) Proposers was determined to be non-responsive due to the fact that the firm is not an insurance brokerage firm and did not meet the requirements of the RFP documents and the County's pre-requisites for consideration.

On May 12, 2009, the Evaluation Committees' recommendation was presented to the Board of County Commissioners (BCC). At that time, the BCC directed staff to schedule a meeting with the Risk Management Executive Committee (RMEC) to allow for presentations from the three (3) responsive proposers.

Copies of the findings and evaluations from the Evaluation Committee were provided to the RMEC, which is comprised of Chairman Bob Dallari; Commissioner Michael McLean; Commissioner Carlton D. Henley; Cynthia Coto, County Manager; Joseph Forte, Deputy County Manager; and Director of Administrative Services - Frank Raymond - Chair.

On May 19, 2009, the RMEC met and heard presentations from Arthur J. Gallagher Risk Management Services, Inc, BB & T Insurance Services Inc., and Public Risk Insurance Agency. The RMEC voted 5-0 to recommend Arthur J. Gallagher Risk Management Services, Inc. as the County's insurance broker.

The Broker compensation will be as follows: January 1, 2010 renewal - Retail Compensation capped at \$85,000.00; January 1, 2011 renewal - Retail Compensation capped at \$88,400.00; January 1, 2012 renewal - Retail Compensation capped at \$91,900.00; January 1, 2013 renewal - Retail Compensation capped at \$95,500.00; January 1, 2014 renewal - Retail Compensation capped at \$99,300.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Board award RFP-600605-09/BJC - Insurance Brokerage Services to Arthur J. Gallagher Risk Management Services, Inc., Orlando.

**ATTACHMENTS:**

1. Tabulation Sheet
2. Evaluation of Proposals
3. Agreement

**Additionally Reviewed By:**

County Attorney Review ( Ann Colby )

**B.C.C. - SEMINOLE COUNTY, FL  
RFP TABULATION SHEET**

RFP NUMBER: RFP-600605-09/BJC  
 RFP TITLE: Insurance Brokerage Services  
 DUE DATE: March 4, 2009 at 2:00 P.M.

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Page 1 of 1

<p>Arthur J. Gallagher Risk Management Services, Inc.          7380 W Sand Lake Rd, #390          Orlando, Florida 32819</p> <p>(407) 563-3553 – Phone          (407) 370-3057 – Fax          Greg Butterfield</p>	<p>BB&amp;T Insurance Services, Inc.          800 49<sup>th</sup> St. N          St. Petersburg, Florida 33733</p> <p>(727) 327-7070 – Phone          (888) 632-8459 – Fax          Doug Moore</p>	<p>Florida Municipal Insurance Trust          125 East Colonial Drive          Orlando, Florida 32801</p> <p align="center"><b>Non-Responsive</b></p> <p>(407) 425-9142 – Phone          (407) 425-9378 – Fax          John Ligon</p>	<p>Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency          PO Box 2416          Daytona Beach, Florida 32115</p> <p>(386) 239-4046 – Phone          (386) 239-4049 – Fax          Alan Florez</p>
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Florida Municipal Insurance Trust was considered non-responsive due to the fact the firm is not an Insurance Broker as required in the RFP documents.

**EVALUATION FACTORS.** The following criteria will be used in the evaluation of the proposals:

- **Qualifications and Experience (0 to 25 Points)** – Qualities and qualifications of the Parent Company in providing Insurance Brokerage Services.
- **Qualifications and Experience (0 to 25 Points)** - Qualities and qualifications of the firm that will be responsible for the County's account.
- **Compensation (0 to 10 points).**
- **Program Design/implementation (0 to 25 Points).**
- **Other Significant Matters (0 to 15 Points).**

**Status:**

Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 3/04/2009 @ 4:30 PM)  
 Recommendation of Award: Arthur J Gallagher Risk Management Services, Inc.  
~~BCC for Award: May 12, 2009 (Postponed)~~  
 Presentation of all Responsive Respondents: 5/19/2009 (2:00 PM to 4:00 PM)  
 BCC for Award: 6/23/2009

Revised and Posted 4/08/2009 @ 10:20 AM)

Revised and Posted 5/12/2009 @ 4:30 PM)

**RFP-600605-09/BJC - Insurance Brokerage Services**

**Evaluation of Proposals**

<b>Evaluators</b>	<b>Arthur J. Gallagher Risk Management Services, Inc.</b>	<b>BB&amp;T Insurance Services, Inc.</b>	<b>Florida Municipal Insurance Trust</b>	<b>Risk Management Associates d/b/a Public Risk Insurance Agency</b>
Foppiani, Gregory	<b>92</b>	<b>78</b>	<b>Non-Responsive</b>	<b>79</b>
Lung, Meloney	<b>82</b>	<b>71</b>		<b>65</b>
Briggs, Bob	<b>93</b>	<b>68</b>		<b>75</b>
Total Score	<b>267</b>	<b>217</b>		<b>219</b>
Ranking	<b>1</b>	<b>3</b>		<b>2</b>

Florida Municipal Insurance Trust was considered non-responsive due to the fact the firm is not an Insurance Broker as required in the RFP documents.

**Evaluation Factors:**

- Qualifications and Experience – Qualities and qualifications of the Parent Company in providing Insurance Brokerage Services.
- Qualifications and Experience - Qualities and qualifications of the firm that will be responsible for the County’s account. Experience and expertise of the personnel assigned to Seminole County especially the experience with municipalities’ accounts.
- Compensation
- Program Design/implementation
- Other Significant Matters

## Evaluations

## RFP-600605-09/BJC - Insurance Brokerage Services

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Congratulations on your selection as an Evaluation Team Member!  
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?  
Are you willing to present a clear picture of the issues considered during the evaluation?  
I have read and will comply with the above requirement:  
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest:

Yes

The team will evaluate each proposal against the requirements of the solicitation. Results of the assessment will be portrayed as follows:

The submittals will be evaluated on:

Strengths: Those areas in which the proposal exceeds the County's requirements.

Weaknesses: Those areas where the proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Deficiencies: Those areas where the proposal fails to meet the County's requirements. Agree

:

Yes

RESPONSE #1: ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.:

**AJG is the County's current provider of insurance broker services.**

#1: Qualifications and Experience of Parent Company (0 to 25 Points):

23

#1: Qualifications and Experience - Remarks:

**The long history of AJG supports the strongest rating. Additionally, they maintain a staff of 25 in the Orlando office. Fifth largest broker.**

#1: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

23

#1: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

**The assigned team has been handling similar municipal/Governmental clients in Florida for over 15 years.**

#1: Program Design/Implementation (0 to 25 Points):

22

#1: Program Design/Implementation - Remarks:

**The design recommended is the one in use presently with some recommended modifications for consideration.**

#1: Compensation (0 to 10 Points):

10

#1: Compensation - Remarks:

**The only respondent with no direct compensation to be paid by the County to the broker.**

#1: Other Significant Matters (0 to 15 Points):

15

#1: Other Significant Matters - Remarks:

**A 2007 restructuring resulted in significant premium savings to the County. similar efforts were completed again in 2009 expanding coverages at no increased premium.**

#1 Total:

93

RESPONSE #2: BB&T INSURANCE SERVICES, INC.:

**A new corporate entity was created in 2004 via merger. The result is the 6th largest broker in the US.**

#2: Qualifications and Experience of Parent Company (0 to 25 Points):

20

#2: Qualifications and Experience - Remarks:

**Long corporate history. Response references an office in Florida/St. Petersburg area; however the web site has not been revised to reflect this.**

#2: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

20

#2: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

**BBT's submittal indicates no services are currently provided to county governments in the state of Florida. Services are provided to the City of Tampa, an entity with a large breadth of public services. Staff of approximately 80 in the St. Pete office. North Carolina is the state of incorporation with the regional management team is located in Dallas TX.**

#2: Program Design/Implementation (0 to 25 Points):

18

#2: Program Design/Implementation - Remarks:

**As a new provider significant background information compilation will be required. Schedules of information needs are included. The provided approach to marketing underwriters looks comprehensive.**

#2: Compensation (0 to 10 Points):

5

#2: Compensation - Remarks:

**Annual compensation is submitted at \$67,000 to be paid by the County to the broker.**

#2: Other Significant Matters (0 to 15 Points):

5

#2: Other Significant Matters - Remarks:

Provided a copy of the company's SEC 10-K filing for the 2007 reporting year. Nothing specific was provided as it would pertain directly to Seminole County.

#2 Total:

68

RESPONSE #3: FLORIDA MUNICIPAL INSURANCE TRUST:

FMIT does not hold itself out as an Insurance Broker as requested in the RFP.

#3: Qualifications and Experience of Parent Company (0 to 25 Points):

0

#3: Qualifications and Experience - Remarks:

#3: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

0

#3: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

#3: Program Design/Implementation (0 to 25 Points):

0

#3: Program Design/Implementation - Remarks:

#3: Compensation (0 to 10 Points):

0

#3: Compensation - Remarks:

#3: Other Significant Matters (0 to 15 Points):

0

#3: Other Significant Matters - Remarks:

#3 Total:

0

RESPONSE #4: RISK MANAGEMENT ASSOCIATES D/B/A PUBLIC RISK INSURANCE:

B&B is a Florida-based company founded in 1939. The corporate office is in Daytona Beach.

#4: Qualifications and Experience of Parent Company (0 to 25 Points):

23

#4: Qualifications and Experience - Remarks:

Provides services to other county governments in Florida of similar size and range of public services. Florida comprises 38% of corporate revenues.

#4: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

22

#4: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

All principal personnel are primarily located in the Dytona Beach office. Florida client provided is diversified, account team/Bench strength is diverse as well.

#4: Program Design/Implementation (0 to 25 Points):

20

#4: Program Design/Implementation - Remarks:

The design presented offers different options available. Lengthy discussion of pooling and the possible combination of workers comp with liability under a single carrier. Approach under various scenarios was helpful. Not much detail about the County specifically.

#4: Compensation (0 to 10 Points):

3

#4: Compensation - Remarks:

Highest of the responsive proposals with the County being charged directly.

#4: Other Significant Matters (0 to 15 Points):

7

#4: Other Significant Matters - Remarks:

Annual report for 2007 was provided.

#4 Total:

75

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Created at 3/31/2009 11:26 AM by [Briggs, Bob](#)

Last modified at 4/1/2009 3:26 PM by [Briggs, Bob](#)

## Evaluations

## RFP-600605-09/BJC - Insurance Brokerage Services

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Are you willing to present a clear picture of the issues considered during the evaluation?

I have read and will comply with the above requirement:

:

**Yes**

Conflict of Interest Statement – Policies and Procedures address employee and elected official onlicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions

which affect their private gain or the gain of family members and friends.

County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations.

I state that I have considered my obligation to put the public interest above personal interest:

**Yes**

The team will evaluate each proposal against the requirements of the solicitation. Results of the assessment will be portrayed as follows:

The submittals will be evaluated on:

Strengths: Those areas in which the proposal exceeds the County's requirements.

Weaknesses: Those areas where the proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Deficiencies: Those areas where the proposal fails to meet the County's requirements. Agree

:

**Yes**

RESPONSE #1: ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.:

**Current Broker**

#1: Qualifications and Experience of Parent Company (0 to 25 Points):

**24**

#1: Qualifications and Experience - Remarks:

**AJG has been providing Brokerage services to Seminole County for over 25 years and has served with professionalism and expertise.**

#1: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

**24**

#1: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

**The top two account team members assigned to Seminole County's account has over 50 years experience. Their local clients include: City of Orlando, Greater Orlando Airport Authority, Orange County all with values greater then SBCC. In addition to their other Florida clients: State of Florida, Miami-Dade County BOCC and Miami-Dade County School Board, Tampa International Airport, Florida Department of Transportation, Palm Beach County, Hillsbouough County to name a few all with values greater then Seminole County.**

**The local Office that would service this account is located in Orlando.**

#1: Program Design/Implementation (0 to 25 Points):

**23**

#1: Program Design/Implementation - Remarks:

**The program has been designed to meet the needs of Seminole County. Including a last minute change in this years program that resulted in a \$200K savings to the County.**

**If the County desired to be part of a Trust AJG proposal offered the PGIT and the FI League programs.**

#1: Compensation (0 to 10 Points):

**9**

#1: Compensation - Remarks:

**The County does not have to extend any monies as fees are from Carriers with a not to exceed number of \$85K the first year and 4% increas thereafter for five years.**

#1: Other Significant Matters (0 to 15 Points):

**12**

#1: Other Significant Matters - Remarks:

**Excellent local service has been provided to the County and staff. The County's property program is streamlined by one Carrier.**

#1 Total:

**92**

RESPONSE #2: BB&T INSURANCE SERVICES, INC.:

**Submitting proposal with McGriff, Siebels and Williams**

#2: Qualifications and Experience of Parent Company (0 to 25 Points):

**24**

#2: Qualifications and Experience - Remarks:

**From the submittal it appears that BB&T's Home Office has the experience necessary to have access to variour Markets.**

#2: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

**19**

#2: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

**BB&T lists two team leaders that would be responsible for the Seminole County account. One is located in St. Petersburg and the other in Texas. In addition they list 9 other personel that would service the SC account, two are in St. Petersburg and seven are in Texas. It does not appear that the Florida office has much experience with municipalities.**

#2: Program Design/Implementation (0 to 25 Points):

**20**

#2: Program Design/Implementation - Remarks:

**The potential program design was generic with a recommendation of a \$500K deductible with no supporting documentaion. The implementation appeared to be appropriate.**

#2: Compensation (0 to 10 Points):

5

#2: Compensation - Remarks:

County to pay \$67,000 the first year with no mention of fees for the subsequent years.

#2: Other Significant Matters (0 to 15 Points):

10

#2: Other Significant Matters - Remarks:

Local representation is weak.

#2 Total:

78

RESPONSE #3: FLORIDA MUNICIPAL INSURANCE TRUST:

This RFP is Disqualified as this is not a RFP for Broker Services

#3: Qualifications and Experience of Parent Company (0 to 25 Points):

0

#3: Qualifications and Experience - Remarks:

#3: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

0

#3: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

#3: Program Design/Implementation (0 to 25 Points):

0

#3: Program Design/Implementation - Remarks:

#3: Compensation (0 to 10 Points):

0

#3: Compensation - Remarks:

#3: Other Significant Matters (0 to 15 Points):

0

#3: Other Significant Matters - Remarks:

#3 Total:

0

RESPONSE #4: RISK MANAGEMENT ASSOCIATES D/B/A PUBLIC RISK INSURANCE:

This RFP strongly suggest going with PGIT, a shared pool Trust

#4: Qualifications and Experience of Parent Company (0 to 25 Points):

24

#4: Qualifications and Experience - Remarks:

I believe the Brown & Brown entity as a whole has the experience necessary to provide the County with a program.

#4: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

21

#4: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

The top 2 account team members including the Profit Center leader have 18 years experience between them.

The RFP strongly suggest PGIT a Trust for the County's program. The property would include a \$125M limit shared by all members of the trust with 16 carriers involved. The PGIT has been presented to the County in the past by AJG and refused as not in the best interest of the County.

There Florida clients with values equal or greater than Seminole COunty include Lee County, Collier County School Board, Sarasota County and Pasco County.

#4: Program Design/Implementation (0 to 25 Points):

21

#4: Program Design/Implementation - Remarks:

The RFP strongly suggest PGIT, a pooling Trust for the County's program. The property limit would be \$125M shared by all members in the trust and underwritten by 16 carriers. This would present a nightmare in the event of a major loss. Their traditional program suggest higher self insured limits along with a quota share model. Esstential assuming more risk on the County's part.

Within the RFP there were several Companies listed that would be involved on way or another depending on the program. The assumption being that all will receive a fee.

#4: Compensation (0 to 10 Points):

4

#4: Compensation - Remarks:

Fee to the County would be \$100K due and payable upon acceptance for the first year and silent on subsequent years.

#4: Other Significant Matters (0 to 15 Points):

9

#4: Other Significant Matters - Remarks:

#4 Total:

79

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Created at 3/26/2009 8:45 AM by [Foppiani, Gregory](#)

Last modified at 3/31/2009 11:10 AM by [Foppiani, Gregory](#)

## Evaluations

## RFP-600605-09/BJC - Insurance Brokerage Services

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**Yes**

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**Yes**

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Deficiencies: Those areas where the proposal fails to meet the County's requirements. Agree

:

**Yes**

RESPONSE #1: ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.:

**Current Broker**

#1: Qualifications and Experience of Parent Company (0 to 25 Points):

**20**

#1: Qualifications and Experience - Remarks:

**Founded in 1927. 5th largest insurance broker in the world.**

#1: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

**22**

#1: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

**25 staff in Orlando office. Account Mgr has over 25 years experience. Currently handles 10 public sector accounts with total premium value of over \$40,000,000. OCBC, Seminole Community College, City of Orlando, Orlando-Orange Cty Expressway Authority**

#1: Program Design/Implementation (0 to 25 Points):

**20**

#1: Program Design/Implementation - Remarks:

**Very familiar with current coverage. Made several recommendations to increase retention thereby reducing premiums. Provided timeline for January 1, 2010 renewal.**

#1: Compensation (0 to 10 Points):

**7**

#1: Compensation - Remarks:

**\$85,000 year 1 and 4% in following years. Commission received from insurance company**

#1: Other Significant Matters (0 to 15 Points):

**13**

#1: Other Significant Matters - Remarks:

**Worked with staff to increase coverage while reducing premiums. Saved the County \$200,000 in premiums after BCC approval.**

#1 Total:

**82**

RESPONSE #2: BB&T INSURANCE SERVICES, INC.:

#2: Qualifications and Experience of Parent Company (0 to 25 Points):

**17**

#2: Qualifications and Experience - Remarks:

**8th largest worldwide.**

#2: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

**15**

#2: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

**Local office in business since 1976-St. Petersburg. 1,000 commercial accounts with \$125,000,000 premium volume. Account mgr has 17 years of experience. City of Tampa, City of Marietta, GA, Dallas transit. Only one public entity mentioned in FL.**

#2: Program Design/Implementation (0 to 25 Points):

**20**

#2: Program Design/Implementation - Remarks:

**120-145 days to place coverage. Marketing process is client driven. Provide a full range of plans.**

#2: Compensation (0 to 10 Points):

**9**

#2: Compensation - Remarks:

**\$67,700 paid by County**

#2: Other Significant Matters (0 to 15 Points):

10

#2: Other Significant Matters - Remarks:

**Provided Annual Report**

#2 Total:

71

RESPONSE #3: FLORIDA MUNICIPAL INSURANCE TRUST:

**Not a broker**

#3: Qualifications and Experience of Parent Company (0 to 25 Points):

0

#3: Qualifications and Experience - Remarks:

**Is not a broker**

#3: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

0

#3: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

#3: Program Design/Implementation (0 to 25 Points):

0

#3: Program Design/Implementation - Remarks:

#3: Compensation (0 to 10 Points):

0

#3: Compensation - Remarks:

#3: Other Significant Matters (0 to 15 Points):

0

#3: Other Significant Matters - Remarks:

#3 Total:

0

RESPONSE #4: RISK MANAGEMENT ASSOCIATES D/B/A PUBLIC RISK INSURANCE:

**Brown and Brown**

#4: Qualifications and Experience of Parent Company (0 to 25 Points):

17

#4: Qualifications and Experience - Remarks:

**Local (Daytona Beach) main office. 7th Largest within state.**

#4: Qualifications and Experience of the Responsible Firm and Personnel, Industry Experience, List of Clients, Market Access Program Business Experience (0 to 25 Points):

13

#4: Firm and Personnel Qualifications and Experience, Industry Experience, List of Clients, Market Access Program Business Experience - Remarks:

**Lake Mary office. Primary Account Exec-4 years experience. No local clients listed, Sarasota Cty, Lee County Collier Cty Schools. Use a pool program (PGIT) within state of Florida-potential issue if major statewide event occurs.**

#4: Program Design/Implementation (0 to 25 Points):

20

#4: Program Design/Implementation - Remarks:

**Present to markets with updated/accurate information. Will provide periodic updates. Provided recommendations regarding WC retention and liability retention. Provided several different program designs. Provided detailed implementation plan.**

#4: Compensation (0 to 10 Points):

5

#4: Compensation - Remarks:

**\$100,000 paid by Seminole County**

#4: Other Significant Matters (0 to 15 Points):

10

#4: Other Significant Matters - Remarks:

**Provided Annual Report and many sample reports**

#4 Total:

65

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Created at 3/31/2009 11:25 AM by [Lung, Meloney](#)

Last modified at 4/7/2009 1:29 PM by [Lung, Meloney](#)

**INSURANCE BROKERAGE SERVICES AGREEMENT (RFP-600605-09/BJC)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ARTHUR J. GALLAGHER, RISK MANAGEMENT SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 7380 W. Sand Lake Road, #390, Orlando, Florida 32819, hereinafter called "**BROKER**", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "**COUNTY**".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified broker to provide insurance brokerage services to Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of  brokers; and

**WHEREAS**, BROKER is competent and qualified to furnish insurance brokerage services to COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and BROKER agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain BROKER to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. COMMENCEMENT OF SERVICES.** The services to be rendered by BROKER shall commence upon execution of this Agreement by the parties.

**SECTION 3. COMPENSATION AND PAYMENT.**

(a) The BROKER shall be compensated for the professional services called for under this Agreement by commission, paid by the insurance carrier. The BROKER compensation will be as follows:

January 1, 2010 Renewal - Retail Commission capped at \$85,000.00

January 1, 2011 Renewal - Retail Commission Capped at \$88,400.00

January 1, 2012 Renewal - Retail Commission capped at \$91,900.00

January 1, 2013 Renewal - Retail Commission capped at \$95,500.00

January 1, 2014 Renewal - Retail Commission capped at \$99,300.00

BROKER shall perform all work required by the Scope of Services but, in no event, shall BROKER be paid more than the negotiated Fixed Commission amount stated above.

(b) In addition to the fees provided herein, it is understood and agreed that other parties, such as excess and surplus line brokers, wholesalers, reinsurance intermediaries, underwriting managers, and similar parties, some of which  may be owned in whole or in part by BROKER's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to COUNTY pursuant to this Agreement. Any such fees or commissions will not constitute compensation to BROKER under Section 3 of this Agreement.

(c) BROKER from time to time enters into arrangements with certain insurance carriers or those carriers' reinsurers providing for compensation, in addition to commissions, to be paid by such carriers or reinsurers to BROKER or its affiliates based on, among other things, the volume of premium and/or underwriting profitability of the insurance coverages written through BROKER by such carriers or reinsurers. In addition BROKER and its affiliates provide management and other services to, and receive compensation for those services from, certain reinsurers that reinsurer insurance coverage written through BROKER by other insurance carriers. The insurance coverages COUNTY purchases through

BROKER might be issued by an insurance carrier or reinsured by a reinsurer that has such a relationship with BROKER or its affiliates.

**SECTION 4. AUDIT OF RECORDS.**

(a) COUNTY may perform, or have performed, an audit of the records of BROKER at any time during the term of this Agreement. This audit would be performed at a time mutually agreeable to BROKER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed.

(b) BROKER agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at BROKER's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by COUNTY under the terms of this Agreement, BROKER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**SECTION 5. RESPONSIBILITY OF BROKER.**

(a) BROKER shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by BROKER under this Agreement. BROKER shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(b) Neither COUNTY's review, approval or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and BROKER shall be

and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by BROKER's performance of any of the services furnished under this Agreement.

**SECTION 6. OWNERSHIP OF DOCUMENTS.** All deliverable reference data, survey data, plans and reports that result from the BROKER's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to BROKER. No changes or revisions to the documents furnished by BROKER shall be made by COUNTY or its agents without the written approval of BROKER.

**SECTION 7. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of five (5) years.

**SECTION 8. TERMINATION.**

(a) The COUNTY may, upon thirty (30) days written notice to BROKER, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of BROKER to fulfill BROKER's Agreement obligations. Upon receipt of such notice, BROKER shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by BROKER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, BROKER shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of BROKER to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, BROKER

shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. BROKER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of BROKER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of BROKER.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that BROKER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights  and remedies provided by law or under this Agreement.

**SECTION 9. EQUAL OPPORTUNITY EMPLOYMENT.** BROKER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 10. NO CONTINGENT FEES.**

(a) BROKER warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for

BROKER to solicit or secure this Agreement and that BROKER has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for BROKER, 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, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

(b) This Section 10 shall not apply to commissions received by the BROKER pursuant to the provisions contained in Section 3 of this Agreement.

**SECTION 11. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document  of equal dignity herewith.

**SECTION 12. SUBCONTRACTORS.** In the event BROKER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, BROKER must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, BROKER shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 13. INDEMNIFICATION OF COUNTY.** BROKER agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by BROKER whether caused by BROKER or otherwise. This hold harmless, release, and indemnification

shall include any claim based on negligence, action, or inaction of the parties.

**SECTION 14. INSURANCE.**

(a) General. BROKER shall, at BROKER's own cost, procure the insurance required under this Section.

(1) BROKER shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by BROKER, BROKER shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, BROKER shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, BROKER shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of

the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by BROKER shall relieve BROKER of BROKER's full responsibility for performance of any obligation including BROKER's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition,  such companies other than those authorized by Section 624.4621, Florida Statutes shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, BROKER shall, as soon as BROKER has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as BROKER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, BROKER shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of BROKER, BROKER shall, at BROKER's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by BROKER and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) BROKER's insurance shall cover BROKER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. BROKER will also be responsible for procuring proper proof of coverage from its sub-BROKERS of every tier for liability which is a result of a Workers' Compensation  injury to the sub-BROKER's employees. The minimum required limits to be provided by both BROKER and its sub-BROKERS are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00 (Each Accident)  
\$1,000,000.00 (Disease-Policy Limit)  
\$ 500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) BROKER's insurance shall cover BROKER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by BROKER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	Three (3) Times the
	Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00



(3) Professional Liability Insurance. BROKER shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by BROKER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of BROKER.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all

claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve BROKER, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

**SECTION 15. DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures,"  arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) BROKER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which BROKER had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 16. REPRESENTATIVE OF COUNTY AND BROKER.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by BROKER, shall designate in writing and shall advise BROKER in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) BROKER shall, at all times during the normal work week, designate or appoint one or more representatives of BROKER who are authorized to act on behalf of BROKER regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 17. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all  prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**SECTION 18. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 19. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the

parties or as constituting BROKER, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. BROKER is to be and shall remain an independent BROKER with respect to all services performed under this Agreement.

**SECTION 20. EMPLOYEE STATUS.** Persons employed by BROKER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**SECTION 21. SERVICES NOT PROVIDED FOR.** No claim for services furnished by BROKER not specifically provided for herein shall be honored by COUNTY.

**SECTION 22. PUBLIC RECORDS LAW.** BROKER acknowledges COUNTY'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. BROKER acknowledges that COUNTY 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.

**SECTION 23. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Administrative Services  
200 W. County Home Road  
Sanford, FL 32773

**For BROKER:**

Arthur J. Gallagher Risk Management Services, Inc.  
7380 W. Sand Lake Road, #390  
Orlando, FL 32819

**SECTION 24. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

**SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, BROKER shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate  this Agreement immediately upon delivery of written notice of termination to BROKER.

**SECTION 26. CONFLICT OF INTEREST.**

(a) BROKER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to ethics in government.

(b) BROKER hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of BROKER to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, BROKER hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

ARTHUR J. GALLAGHER RISK  
MANAGEMENT SERVICES, INC.

\_\_\_\_\_, Secretary

By: \_\_\_\_\_

GREG BUTTERFIELD  
Area Chairman

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
 BOB DALLARI, Chairman  
Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AEC/lpk/sjs  
2/4/09, 4/10/09  
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600605.docx

Attachment:  
Exhibit "A" - Scope of Services

## **Exhibit A Scope of Services**

### **OBJECTIVES AND BACKGROUND:**

- A. The broker is used, like other outside professionals, to perform specific, well-defined functions to complement the County's risk management staff. A high degree of professionalism and sophistication is expected. The relationship is expected to be long term, provided the County's evolving needs continue to be met.
- B. The insurance program must be responsive to the needs of the County's operations.
- C. The broker must be responsive to the service requirements of the County. Communication will be made directly with the County's risk management staff. The broker must be able to respond directly and promptly to service requests and also, to the extent necessary, identify issues that may require further attention.
- D. It is the County's practice to select a broker based on the broker's capabilities and then to authorize the broker to contact any and all markets, which may be desirable underwriters. The County generally does not ask more than one broker to obtain competing quotations from underwriters because the County believes the account is best served by a fully-informed broker who works in partnership with the County to design and negotiate the most advantageous programs.

The Broker is expected to provide assistance to the County for:

- Renewal Process Timeline:
  - a) Initiation of pre-renewal meetings to determine whether program marketing will be necessary, to establish renewal expectations, and if necessary, to develop marketing strategy.
  - b) Development of insurance coverage submissions, including incorporation of positive risk management data to facilitate competitive insurance pricing.
  - c) Establishment of goals, including pricing targets and performance guarantees.
  - d) Evaluation of insurer proposals (meetings and reviews).
  - e) Development of criteria and design of a template to award coverage and service renewals based on their cost of the insurance program and the range and quality of the services being offered.
  - f) Negotiation of final proposals.
  - g) Binding of coverage.
  - h) Receipt of Binder and policies and review of policies.
- Frequency of on-site meetings
- Frequency of status reporting

### **RISK MANAGEMENT PROGRAM SUMMARY:**

The services provided by the broker include insurance program administration, design and implementation. Claims management services are provided by the County's Third Party Administrator (TPA) and loss control is performed by the County's Risk Management staff. The objectives of the County's Risk Management program are to:

- Continually improve employee and resident safety by providing a positive safety culture within the County.

- Reduce the frequency and severity of losses, with improved loss prevention techniques.
- Obtain the most cost effective insurance program, with the broadest terms and conditions available in the marketplace.
- Protect the County's assets and bottom line by proactively managing risks, thus controlling the cost of risk.

Where applicable, the County directs the services of its broker to ensure these risk management objectives are met.

#### **IV. INSURANCE PROGRAM SUMMARY**

The County's current insurance program consists of a package program that provides a primary layer of coverage for general liability, automobile liability, workers' compensation, and public officials' errors and omissions liability. Excess insurance is procured to provide limits above the Package limits. There is a \$200,000 per occurrence self-insured retention for workers' compensation and a \$100,000 per occurrence self-insured retention for all other coverage's. Crime is also included in the Package program with a \$25,000 per occurrence self-insured retention.

In addition to the Package program, miscellaneous coverage's are procured with separate self-insured retentions.