



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal From: Finance
Department
Delivered by: Tanya Donigan
Name
Date of Transmittal: 10/5/2020

City Clerk's Office Date Stamp
7 OCT '20 PM 2:45

The following record (master) copy is being transmitted to the Office of the City Clerk:

Contract
 Agreement
 Agreement Renewal Letter
 Work Order
 Special Magistrate Order
 Vehicle Title
 Deed
 Lease
 Other: _____

Is this to be recorded with Miami-Dade County Yes No
Is this Contract / Agreement: Capital Improvement Non-Capital Improvement

Contract / Agreement Termination Date: 10/1/2023 Renewal Date: _____

Description of Record Copy: Insurance and Risk Management Services Contract
Foundation Risk Partners / OBA Acentria

Approved by Council: Yes No Council Meeting Date: 09/09/2020 (Reso # 20-188)
(Provide Resolution / Ordinance attached when applicable)

Non-Council Item: _____
(Provide a brief explanation of the reason / need for the purchase, service, etc.)

Budgeted Funds: Yes No Account No.: 001.50005.500450 FY: 20/21

Office of the City Clerk Administrative Use Only
Received by: J. Cruz
Reviewed for completion by: CONNIE DIAZ
Returned to originating Department for the following corrections on: WLP (Date)
Tracking Log: 10/7/2020 (Date) Digital Copy: 10/7/2020 (Date)
Website: 10/7/2020 (Date)
ACK ISO FOU

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
FOUNDATION RISK PARTNERS, CORP D.B.A. ACENTRIA PUBLIC RISK
FOR
INSURANCE AND RISK MANAGEMENT SERVICES**

THIS AGREEMENT is entered into between **Foundation Risk Partners, Corp. d.b.a. Acentria Public Risk**, an active, Limited Liability Florida Corporation (the “Broker”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, on September 9, 2020 Council Meeting, the City Council of the City of Doral approved Resolution No. 20-188 approving the ranking of Foundation Risk Partners, Corp. d.b.a. Acentria Public Risk and Florida Municipal Insurance Trust as the top ranked proposer to Request for Qualification No. 2020-18 for Insurance and Risk Management Services for the City of Doral (“RFQ”); and authorizing the City Manager to negotiate and enter into an agreement; and

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Broker and the City agree as follows.

1. Scope of Services

The Broker shall provide the services and accessories listed in Exhibit “A”, which is attached hereto and incorporated herein (the “Services”) in relation to the following lines of insurance (collectively referred to as the "Lines of Insurance): (a) Property; (b) General Liability; (c) Auto Liability; (d) Law Enforcement Liability; (e) Public Officials Liability/Employment Practices Liability; (f) Worker's Compensation; (g) Storage Tank Liability; (h) Fine Arts; (i) Special Events; (j) Fiduciary Liability and any other coverages required by the City. In the event that the City requires any additional lines of coverage, not included in the Services, Broker and City shall negotiate an increased Broker Services Fee. In the event of a conflict between Exhibit A and this Agreement, the Agreement shall control. Broker shall render the Services in a diligent, careful, thorough and professional manner consistent with good business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. Time shall be of the essence with respect to all matters set forth in this Agreement

2. Deliverables

2.1 The Broker shall furnish the professional services to the City as outlined in the Request for Qualification No. 2020-18 for Insurance and Risk Management Services, and Brokers Response dated July 20th, 2020 and all subsequent

documentation, which is attached to this Agreement and incorporated herein under Exhibit "A" and made a part hereof by this reference (the "Contract Documents").

- 2.2 The Broker agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents.

3. Term/Commencement Date

- 3.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years but may be renewed by the City for two additional one-year periods for a total of five (5) years.
- 3.2 Should the City exercise the optional renewal period(s), the Broker shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement.
- 3.3 Broker agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.
- 3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Broker's ability to timely perform Services or any portion thereof, the City may request that the Broker, within a reasonable period of time, provide adequate assurances to the City in writing, of Broker's ability to perform in accordance with terms of this Agreement. In the event that the Broker fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

4. Compensation and Payment

- 4.1 The Broker shall be compensated the amount to be paid under this Agreement for acceptable performance of Insurance and Risk Management Services described in the Price Proposal (pages 81-111) of the Broker's response under Exhibit "A" and more specifically delineated in Exhibit "B".
- 4.2 Compensation for services completed by the Broker will be paid in accordance with section 218.70, Florida Statutes, Florida Prompt Payment Act.
- 4.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Broker. In the event the City is not satisfied with the services provided by the Broker, the City will hold any amounts due until such time as the Broker has appropriately addressed the problem.

5. City's Responsibilities

- 6.1 Furnish to Broker, at the Broker's written request, all available data pertinent to the Services to be provided by Broker, in possession of the City.
- 6.2 Arrange for access to and make all provisions for Broker to enter upon real property as required for Broker to perform Services as may be requested in writing by the Broker (if applicable).

6. Broker's Responsibilities

- 7.1 The Broker shall render the Services in a diligent, careful, thorough and professional manner consistent with good business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The City in no way assumes or shares any responsibility or liability of the Broker under this agreement.
- 7.2 Broker shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Broker to provide the Services contemplated herein.
- 7.3 Broker shall work with Florida Municipal Insurance Trust (FMIT) to secure the Lines of Insurance required by this Agreement and the RFP.
- 7.4 Broker shall provide coverage recommendations to the City.
- 7.5 Broker will assist the City in the development and execution of a formal Risk Management Strategy.
- 7.6 Monitor claim reserve activity and participate with City in periodic reviews.
- 7.7 Respond to inquiries from all personnel at City on a timely basis, including returning telephone calls or e-mails the same business day.
- 7.8 Broker shall act as the City's advocate with the insurance company, challenge claim declinations, negotiate reserves, negotiate favorable coverage interpretations, and make certain that appropriate claims management strategies are developed and followed.

7. Default

- 8.1 In the event the Broker fails to comply with any provision of this Agreement, the City may declare the Broker in default by written notification. The City shall have the right to terminate this Agreement if the Broker fails to cure the default within ten (10) days after receiving notice of default from the City. If the Broker fails to cure the default, the Broker will only be compensated for completed Services. In

the event partial payment has been made for such Services not completed, the Broker shall return such sums due to the City within ten (10) days after notice that such sums are due. The Broker understands and agrees that termination of this Agreement under this section shall not release Broker from any obligations accruing prior to the effective date of termination.

8. Termination Rights

9.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to the Broker. In such event, the City shall pay Broker compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Broker for any additional compensation, or for any consequential or incidental damages.

9. Insurance

10.1 The Broker shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required under the RFQ. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

10.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and included under Exhibit "C". Broker shall certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination

11.1 During the term of this Agreement, Broker shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys' Fees and Waiver of Jury Trial

12.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

12.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification

13.1 Broker agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Broker's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Broker in the provision of the Services under this Agreement; (b) property damage or personal injury, Broker damage, injury or death arises out of or is incidental to or in any way connected with Broker's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Broker. This indemnification includes, but is not limited to, the performance of this Agreement by Broker or any act or omission of Broker, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Broker agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Broker under this indemnification provision. To the extent considered necessary by the City, any sums due Broker under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Broker to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

13. Notices/Authorized Representatives

14.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For the Broker: Foundation Risk Partners, Corp.
d.b.a. Acentria Public Risk
Alan Florez
Executive Vice President
8700 W Flagler Street, # 320
Miami, Florida 33174

14. Governing Law

15.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. Entire Agreement/Modification/Amendment

16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits

17.1 All records, books, documents, data, deliverables, papers and financial information (the "Records") that result from the Broker providing services to the City under this Agreement shall be the property of the City.

17.2 The City Manager or his designee shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Broker involving transactions related to this Agreement.

- 17.3 The City shall have the right to audit Broker's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Failure by Broker to permit such audit shall be grounds for termination of this Agreement by the City. In addition to the foregoing, Broker consents to the City requesting from the insurance carrier's confirmation of all fees paid to Broker arising out or related to the City's insurance coverages during the term of this Agreement.
- 17.4 The City may cancel this Agreement for refusal by the Broker to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 17.5 In addition to other contract requirements provided by law, Broker shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

18 No Assignability

18.1 The Agreement shall not be assignable by Broker unless such assignment is first approved by the City. The City is relying upon the apparent qualifications and personal expertise of the Broker, and such firm's familiarity with the City's area, circumstances and desires.

19 Severability

19.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20 Independent Contractor

20.1 The Broker and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all

of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21 Representations and Warranties of Broker

- 21.1 Broker hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
- (a) Broker, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
 - (b) Broker is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, and licensed and validly doing business and in good standing under the laws of the State of Florida;
 - (c) The execution, delivery and performance of this Agreement by Broker has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Broker in accordance with its terms; and
 - (d) Broker has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
 - (e) Broker is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; ii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iii) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules.
 - (f) Broker warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Broker at its own cost, whether or not specifically called for.

22 Compliance with Laws

- a. The Broker shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services provided hereunder.

23 Non-Collusion

- 23.1 Broker certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

24 Truth in Negotiating Certificate

- 24.1 Broker hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Broker further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

25 Waiver

- 25.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

26 Survival of Provisions

- 26.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

27 Prohibition of Contingency Fees

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

28 Force Majeure

- 28.1 It is understood that performance of any act by the City or Broker hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, epidemic, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If

the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

29 Counterparts

- 29.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

30 Interpretation

- 30.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include 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.
- 30.2 Preparation of this Agreement has been a joint effort of the City and Broker and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

31 Discretion of City Manager

- 31.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

32 Third Party Beneficiary

- a. Broker and the City 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.

33 No Estoppel

- a. Neither the City’s review, approval and/or acceptance of, or payment for services performed under this Agreement shall 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 Broker shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Broker'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.

34 Ethics: Conflicts of Interest.

- a. Broker represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.
- b. Broker represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.
- c. Broker represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.
- d. Broker represents that it does not employ, directly or indirectly, any official of the City. Broker represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Broker.
- e. Broker represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Broker or its business.
- f. Broker represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Broker further represents that no person having any interest shall be employed or engaged by it for said Services.
- g. Broker, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Broker's exercise of judgment or quality of the Services being provided under this Agreement. Broker, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

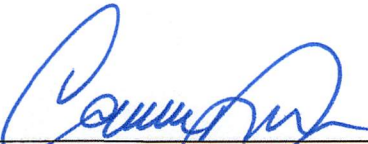
- h. Broker, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Broker agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- i. Broker shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Broker intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Broker. The City agrees to notify Broker by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Broker, the City shall so state in its opinion and Broker may, at its option, enter into i said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Broker under this Agreement.
- j. In the event Broker is permitted to utilize subcontractors to perform any services required by this Agreement, Broker agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL




Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

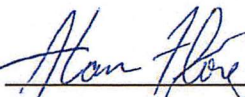
Date: Oct. 5, 2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

Foundation Risk Partners, Corp.
d.b.a. Acentria Public Risk

By: 

Its: EVP

Date: 9/28/20

EXHIBIT “A”
SCOPE OF SERVICES

The City of Doral, hereinafter referred to as the “City” desires to contract for Professional Services to provide property and casualty insurance, and risk management services. Coverages to be included are Property, General Liability, Law Enforcement Liability, Automobile Liability, Automobile Physical Damage, Public Officials Liability, Crime and Workers Compensation, and Cyber Liability. Additional coverages should include Statutory AD&D for Police with and without all remaining employees and Liability, Protection and Indemnity, flood and wind driven rain.

Services should include comprehensive Risk management / Loss Control program, and Claims Administration / Adjusting, and appropriate legal representation & consultation related to the provided coverage.

Insurance funds, captive insurers, other types of Brokers, or insurance carriers with a rating of “A” or above by A.M. Best are preferred. The services required by the awarded contractor for the City shall include the following:

3.1.1. Policy/Contract Format

The City may benefit if they are able to combine coverage options from more than one submittal. Each proposer shall state the extent to which individual coverage being proposed are separable, without a change in premium costs.

3.1.2. Payment of Premiums

The City desires to have the options of installment payments. Firms are requested to indicate their more favorable terms and payment options.

3.1.3. Loss Control Assistance

Firms are expected to provide loss control/safety assistance and are requested to submit information regarding loss control programs and applicable costs, if additional.

3.1.4. Cost Allocation Assistance

Firms are expected to assist the City and provide a sound method of cost allocation based on acceptable industry standards using the premium, exposures, and loss data. Billing premiums shall be broken down by lines of coverage with all fees and charges clearly identified and directly associated with a line of coverage. Firms are encouraged to provide examples of premium and service billing, as well as examples of sound cost allocation methods to aid the City with equitable distribution of the premium cost back into various funds and accounts.

3.1.5. Claims Services

Firms are expected to provide prompt and professional claims service and are requested to submit information regarding claims service and applicable costs, if additional. Loss runs shall be furnished to the City on a monthly basis, preferably in electronic format.

Proposals shall include sample loss runs. Firms must provide details for these additional requirements:

- 24 hours-7 days a week intake service to report accidents and/or injuries
- Workers Comp, Liability, or both reporting services when reporting accident
- Provide Notice of Injury immediately after an accident is reported
- Handle all communications with all medical Brokers
- Adjuster services including scheduling inspections immediately following an accident
- Reporting to the State and maintaining Florida Statue exemptions, as applicable

3.1.6. Existing Claims Management

Proposer shall provide a program and procedure for dealing with “run-out” or existing claims at the termination or non-renewal of any contract period. This shall include but is not limited to continued existing claims management and defense, transfer or sell of existing claims to a new carrier or third party, assuming existing claims from an old carrier, and final disposition of existing claims. All associated costs are to be clearly identified. For the purpose and intent of this submittal, existing claims means any style or type of claim with a date of loss prior to April 1, 2015, whether currently reported or not.

3.1.7. Legal Services

Firms who include legal services as part of their claims service shall submit information regarding who is used, their contractual relationship with the proposer, their individual or firms qualifications and experience, and applicable costs, if additional. This should include legal consultation, pre-defense review, and claims defense.

3.1.8. Safety Services

Firms must provide free and/or low-cost safety trainings on a monthly basis for each department. Firm must provide resource to review safety standards and policies and procedures.

3.1.9. Extent of Coverage Options

The City is requesting proposals for several types of policy options and coverage requested may have included improvement to its present insurance program. The City requests all proposers to provide a premium breakdown for each policy option and coverage shall be purchased, and in which combination, from among those proposed.

The City is requesting coverage based upon the following breakout:

General Liability:	All City Departments
Automobile Liability:	All City Vehicles

Property Damage:	All City Buildings
Workers' Compensation:	All City Employees
Statutory AD&D:	All Employees
Flood:	All City Buildings and Equipment
Wind Driven Rain:	All City Buildings

3.1.10. Intent

- Property and casualty insurance submittals are requested by the City. Coverages to be included are Property, General Liability, Law Enforcement Liability, Automobile Liability, Automobile Physical Damage, Public Officials Liability, Crime and Workers Compensation. Additional coverage should include Statutory AD&D for Police, Fire, and Broad Form Pollution Liability as may be required by State or Federal regulations. Services should include a comprehensive Risk Management/Loss Control program, Property Review, Flood Insurance, Safety Training, and Claims Administration/Adjusting, and appropriate legal representation & consultation related to the provided coverage.
- Insurance funds, captive insurers, other types of Brokers, or insurance carriers with a rating of below "A" by A.M. Best are proposed. Audited financial information shall be included in your Submittal Package. No submittal will be accepted by the City where insurance coverage is to be provided by any insurer or organization which has a rating from any of the following recognized rating firms which is less than the minimum rating specified below for that rating firm:

Minimum Rating Firm Rating

▪ A. M. Best	B+
▪ Duff & Phelps	BBB-
▪ Moodys	Baa3
▪ Standard & Poor's	
○ Claims-Paying Ability	BBB-
○ Qualified Solvency Rating	BBBq
▪ Weiss Ratings, Inc.	C-

- If the coverage is to be provided by a person or organization not rated by one or more of the above designated rating firms, submittals for such coverage or service will only be accepted if the person or organization providing the service or coverage:
 - Has been successfully operating in the State of Florida for a minimum of ten (10) consecutive years;
 - Submits with its submittal its last audited financial statement issued by a certified public accountant, which:

- Should not be dated any earlier than 18 months prior to the stated solicitation opening due date and time;
- Offers an unqualified opinion of the financial viability of the person or organization.

3.1.11. Minimum Coverages and Exposures

The City is seeking proposals to match or exceed the current minimum coverages and exposures for the identified policies/ risks.

General Information:

Named Insured: City of Doral

Address: 8401 NW 53rd Terrace, Doral, FL 33166

Website: www.cityofdoral.com

- **Current Coverage Information:** All current coverage, policy, and exposure information is provided in the Solicitation Package (Exhibit “B” – Insurance Coverage Review) and (Exhibit “C” – 2019-2020 Coverage).
- **Most Recent Financial Statement and Annual Report:** Comprehensive Annual Financial Report. (Exhibit “D”) - 2019 CAFR can be accessed via the link below.

<https://www.cityofdoral.com/all-departments/finance/annual-financial-reports/>

- **Loss and Historical Exposure Information:** For detailed loss and financial loss information for all lines of claims, see Exhibits “E” - Loss Runs. This provides a five (5) year history of all claims loss information.
- **Current Exposure Information:** Operations, General Liability, Law Enforcement Liability, Automobile Liability, Wrongful Acts Liability, Water Control Structures-Dams-Dykes-Levees, Property Coverage, Crime Coverage, Public Officials E&O, Statutory AD&D, Pollution Liability, other miscellaneous, which is based on the City’s Renewal Data.
 - i. Auto Schedule
 - ii. Heavy Equipment Schedule
 - iii. Watercraft Schedule
 - iv. Property Schedule for City of Doral
 - v. Gross Operating Expenditures Worksheet
 - vi. Property Flood and Wind Information
 - vii. Employee Concentration Form
 - viii. Estimated Workers Compensation Payroll by Class Codes

- **Desired Property Coverages:** The City desires coverage that meets or exceeds the provisions of its existing policies. If the bidder is unable to provide identical coverage, the bidder shall define their proposed coverage in the applicable space.
 - Building and Contents are to be insured on a Blanket Basis with an Agreed Value endorsement (no coinsurance).
 - Coverage is to be on an “All Risk”, “All Other Perils” or “Special Perils Form” or its equivalent, including Flood and Earthquake.
 - Coverage is to be on a Replacement Cost basis for real and personal property, unless otherwise specified (see schedules).
 - Building Ordinance Coverage should be included.
 - Permission to rebuild at another site or not to rebuild.
 - Architect Fees should be included.
 - Includes Property in Transit.
 - Automatic Coverage – Up to - \$2,000,000 – With No Additional Premiums for Duration of Term.
 - Joint Agreement should be included so that the insured will not be penalized if there should be disagreement with the Boiler and Machinery carriers over which policy applies.
 - Terrorism.
 - Deductible should not exceed \$25,000. Per Occurrence – All Other Perils (excluding wind losses)
 - Any shared or individual member wind deductible should not exceed 5% of the total values at each building / structure involved in the loss per any one occurrence with no minimum.
 - Storm surge is considered a wind event and not flood.
 - Excess coverage insurance should start at no less than \$1,000,000.
 - Bidders are to provide detailed information regarding their surplus ratio.
 - Employee (mechanics) personal tool coverage should be provided with a sublimit no less than \$25,000 per person, per occurrence, ground up, minimum of 5 employees.

- **Comprehensive General Liability:** Commercial General Liability including:
 - Premises and Operations
 - Products and Completed Operations
 - Blanket Contractual, including hold harmless agreements with public entities and non- public entities
 - Broad Form Property Damage
 - Law Enforcement Liability
 - Employee Benefits Liability
 - Fire Damage Liability

- Host Liquor and Liquor Liability, including “X, C, U”
 - Incidental Malpractice
 - Personal Injury
 - Sewer Backup
 - Deletion of “Care, Custody and Control” Exclusion
 - Include Pesticide/Herbicide Spraying – Pollution
 - Include Coverage for Discrimination/Harassment Legal Counsel on EEOC Administrative Hearing
 - Inverse condemnation coverage needs to be included and incorporate Bert Harris protection
- **Public Officials Bond/ Liability:** The City of Doral City Manager and the Finance Department Director requires Public Officials Bond. Coverage is desired for any civil claim because of a wrongful act not ordinarily covered by general liability policies, including potential obligations arising from allegations of inadequate handling of employee disciplinary problems, acts alleging discrimination, hiring/firing, federal civil rights, sexual harassment and zoning. Coverage should be included for EEOC Administrative Hearings. Please specify coverage and limits for EEOC actions and extent of Non-Monetary Damages coverage.

Proposer may quote coverage for Sexual Misconduct Coverage separate, if not included as part of the underlying Public Officials Liability. Please clarify included or excluded. If available separately, please quote.

Limit of Liability should be at a minimum \$1,000,000. Proposers should see quotes for additional coverage. Deductible: None and “occurrence” form should be proposed.

- **Law Enforcement Liability:** Coverage is desired for errors, omissions, or negligent acts arising out of the performance of the insured’s duties while acting as a law enforcement official or officer, in the regular course of public employment. Coverage should include:
 - Discrimination, Humiliation
 - False Arrest, Detention and/or Imprisonment
 - Improper Service of Process
 - Libel, Slander and other Defamation of Character
 - Malicious Prosecution
 - Riot, Civil Commotion and Mob Action
 - Sexual Harassment
 - Violation of Civil Rights
 - Violation of Property Rights
 - Wrongful Entry and/or Eviction

- Premises Liability for police academies, firing ranges, training schools, jails/holding cells, and other premises occupied and used by the police department.
- **Cyber Security Liability:** Coverage is desired with limits not less than \$10,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Coverage is desired for Cyber or Data Breach Liability including, at minimum:
 - Privacy and Security Liability
 - Data Restoration
 - Funds Transfer Fraud
 - Security Breach Notifications and Remediation
 - Crisis Management/ Public Relations Services
 - Cyber Extortion
 - Cyber Crime
 - Ancillary Costs

EXHIBIT “B”
Minimum Insurance Requirements

Proposer must submit with their signed contract, proof of insurance meeting or exceeding the following requirements.

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute.

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$5,000,000
Policy Aggregate	\$5,000,000
Personal & Advertising Injury	\$5,000,000
Products & Completed Operations	\$5,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
Primary Insurance Clause Endorsement
Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	\$1,000,000

Coverage / Endorsement Required

Employees are covered as insureds
City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers’ Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

VI. Cyber Liability

A. Limits of Liability
Each Occurrence \$5,000,000
Including Liability for Data Breach, Media Content,
Privacy Liability and Network Security for third parties.
Retro Date – Prior to commencement of job.

VII. Crime Insurance/Fidelity Bonds – Third Party

Crime Insurance or Fidelity Bonds covering theft of the City’s monies, securities, or products in the amounts of:

Per Employee/Incident \$500,000

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of AM Best’s Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Broker. The City does not represent these types or

amounts of insurance to be sufficient or adequate to protect the Broker's interests or liabilities but are merely minimums.

- A. The Broker shall name 'City of Doral' as a certificate holder and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

The Certificate Holder should read as follows:

City of Doral
8401 NW 53rd Terrace,
Doral, Florida 33166

- B. The Broker, and any authorized sub-contractor(s), shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Broker;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date; and
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

- C. Receipt of certificates or other documentation of insurance or policies or copied of policies by the City, or by any of its representatives, which indicated less coverage than is required, does not constitute a waiver of the Broker's obligation to fulfill the insurance requirements specified herein.

- D. The Broker shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the Broker shall maintain proof of same on file and made readily available upon request by the City.

The Broker has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Broker's expense.

If the Broker's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Broker may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Broker's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be noncontributory.

Any exclusion or provision in the insurance maintained by the Broker that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Broker must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Broker's insurance policies.

The Broker shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Broker's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Broker's responsibility to ensure that any and all of the Broker's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Broker.

EXHIBIT "C"
PRICE PROPOSAL

In consideration for the Services provided herein including Exhibit "A", Client agrees to pay Broker an amount of \$25,000.00 for the Services rendered. This fee is not refundable.

Services include:

- Certificate review
- Vendor Insurance requirement review and consultation
- Claims review with staff and carrier
- Claims advocacy
- Coordination of additional ongoing Risk Management services
- Cost Allocation
- Placement of insurance as requested by the City including General Liability, Automobile Liability & Physical Damage, Crime/ Employee Dishonesty, Inland Marine, Law Enforcement Liability, Public Officials & Employment Practices Liability, Property, Equipment Breakdown/Boiler & Machinery, Cyber Liability, Storage Tank Liability, Pollution Liability, Flood insurance.
- Coordination of Risk Management training

In addition to fees paid to "Broker," Foundation Risk Partners, Corp. dba Acentria Public Risk agrees to hold any intermediaries used during the placement of insurance for the "City" to a commission of 5% or less where applicable by law.

All pricing and coverages will be marketed annually, and a cost analysis and comparison will be provided in a timely manner to the City.

**Tab 4
Price Proposal**

Overview of Tab 4

Included within this section are the following:

Page #'s

- Pricing Proposal Form 82
- Comparison of Coverage. This was provided by the City of pages 66 & 67 of the RFP. We have utilized the same format to assist the City 84
- The FMIT’s quote, which includes Property, Crime, Equipment Breakdown, General Liability, Public Officials’ Liability, Auto Liability, Auto Physical Damage & Workers Compensation 86
- Accidental Death and Dismemberment Quote through The Hartford (AM Best A rating) 99
- Pollution Liability Quote through Allied World (AM Best A rating) 100
- \$10,000,000 Cyber Liability Quote through Lloyds of London (AM Best A Rating) 101

PROPOSAL PRICING

RFP No. 2020-18

PROPOSAL PRICING

Each Proposer shall ensure the Proposal Pricing Form in the following page(s) is completed in full. Pricing submitted in any other format will not be accepted or considered.

All corrections to prices made by the Proposer must be initialed.

Proposer shall provide pricing on all line items listed. Failure to do so may deem proposal nonresponsive.

The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

The annual flat fee shall be a firm, fixed cost for all services identified in this RFP. The annual flat fee paid to Proposer is to be the only remuneration accepted by the Proposer for services in relation to this RFP. This annual fee must remain constant throughout the term of the agreement with the City (both initial and any extensions). No escalation clauses are permitted. All commissions (regular, contingent, or any other form of compensation) that are generated by the placement of insurance policies for the City of Doral must be fully disclosed to the City. This includes commissions (regular, contingent, or any other form of compensation) generated by any intermediary, wholesale broker, etc. To the extent Proposer or any intermediary, wholesale broker, etc. is deemed to have received commissions that are either in excess of stated maximums or to which they were not entitled to receive, such amounts shall be credited to the City and against the amounts owed to the Proposer.

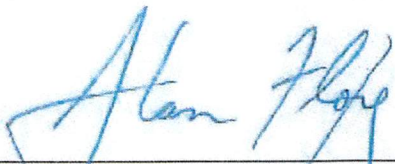
Proposer must provide an Intermediary Commission Cap percentage to procure insurance that the City requires.

PROPOSAL PRICING FORM

RFP No. 2020-18

Flat Annual Fee \$1,284,185

Intermediary Commission Cap % 5%

Authorized Signature:  _____

Title: Executive Vice President

Print/Type Name: Alan Florez

Telephone No.: (386)677-4761

E-mail: Aflorez@foundationrp.com

Fax No.: (386)523-9706

Firm Name: Foundation Risk Partners, Corp Dba Halifax-Acentria Public Risk

F.E.I.N. No: 81-5191759

Address: 1540 Cornerstone Blvd. Suite 200 City Daytona Beach

State: FL Zip Code: 32117

Coverage

Covered Party:	City of Doral
Effective Date:	10/1/2020

LINE OF COVERAGE	2019/2020		2020/2021	
	LIMIT	DEDUCTIBLE/SIR	LIMIT	DEDUCTIBLE/SIR
Property:				
	Preferred Governmental Insurance Trust		Florida Municipal Insurance Trust	
Blanket Buildings & Contents	\$ 64,250,833	\$ 1,000	\$65,667,829	\$1,000
Equipment Breakdown	\$ 50,000,000	\$ 1,000	\$50,000,000	\$1,000
Excess Flood	\$ 5,000,000	\$ 1,000	\$5,000,000	\$1,000
Earth Movement	\$ 5,000,000	\$ 1,000	Excluded	\$1,000
Terrorism	\$ 5,000,000		\$5,000,000	\$1,000
Named Windstorm		5%/\$10,000 minimum		5%/No Minimum
Accounts Receivable	\$ 500,000	\$ 1,000	\$500,000	\$1,000
Additional Expense	\$ 1,000,000	\$ 1,000	\$1,000,000	\$1,000
Business Income	\$ 1,000,000	\$ 1,000	\$500,000	72 Hours
Errors & Omissions	\$ 250,000	\$ 1,000	\$100,000	\$1,000
Demolition & Increased Cost of Construction	\$ 1,000,000	\$ 1,000	25% of Loss	\$1,000
Equipment			Included in Contents	\$1,000
Software			Included in Contents	\$1,000
Newly Acquired or Constructed Property			\$2,000,000	\$1,000
Newly Acquired Business Personal Property			\$500,000	\$1,000
Valuable Papers & Records			\$500,000	\$1,000
Property Damage Mitigation Coverage (Named Storm)			\$500,000	\$1,000
Electronic Data Processing Equipment (Software)			\$250,000	\$1,000
Personal Property Off Premises			\$250,000	\$1,000
Property In Transit			\$250,000	\$1,000
Off Premises Power Failure			\$100,000	\$1,000
Pollutant Clean Up & Removal			\$100,000	\$1,000
Preservation of Property			\$100,000	\$1,000
Service Interruption Coverage			\$100,000	\$1,000
Leasehold interest			\$100,000	\$1,000
Personal Property of Others			\$50,000	\$1,000
Fungus Clean Up & Removal			\$25,000	\$1,000
Debris Removal			25% of Loss	\$1,000
Recertification of Equipment/Fire Extinguisher Recharge			\$250/Day	\$1,000
Police Dogs & Horses: Death in Line of Duty/Annual Maximum			\$15,000/\$30,000	\$1,000
Antiques & Objects of Art Per Item/Annual Maximum			\$15,000/\$250,000	\$1,000
Arson Reward			\$5,000	\$1,000
Non-Scheduled Property in the Open			\$500,000	\$1,000
			Sub-Total	275,966
Inland Marine:				
	Preferred Governmental Insurance Trust		Florida Municipal Insurance Trust	
Communications Equipment	Included in Blanket	\$ 1,000	Included in Blanket	\$500
Mobile Equipment	\$ 247,670	\$ 1,000	\$332,228	\$500
Electronic Data Processing	Included in Blanket	\$ 1,000	Included in Blanket	\$500
Emergency Services Portable Equip	Included in Blanket	\$ 1,000	Included in Blanket	\$500
Fine Arts	\$ 3,850	\$ 500	Included in Blanket	\$500
Other Inland Marine	Included in Blanket	\$ 1,000	Included in Blanket	\$500
Rented Borrowed Leased Equipment	Included in Blanket	\$ -	Included in Blanket	\$500
Valuable Papers	Included in Blanket	\$ 1,000	Included in Blanket	\$500
Watercraft	Not Included	\$ -	Not Included	\$500
Unscheduled Blanket Inland Marine	\$ 1,000,000	\$ 1,000	\$1,000,000	\$500
Rental Reimbursement for Contractor's Equipment for Covered Loss			\$5,000	
Limited Contractor's Equipment Replacement Cost			\$250,000	
Installation Floater - Member's Building Materials			\$100,000	
		Sub-Total		Included
Crime:				
	Preferred Governmental Insurance Trust		Florida Municipal Insurance Trust	
Employee Dishonesty	\$ 500,000	\$ 1,000	\$500,000	\$1,000
Theft, Disappearance & Destruction In/Out	\$ 500,000	\$ 1,000	\$500,000	\$1,000
Computer Fraud Includind Funds Transfer	\$ 500,000	\$ 1,000	\$500,000	\$1,000
Forgery/Alterations	\$ 500,000	\$ 1,000	\$500,000	\$1,000
Finance Director			\$500,000	\$ -
		Sub-Total		Included
General Liability:				
	Preferred Governmental Insurance Trust		Florida Municipal Insurance Trust	
General Liability - Per Occurrence	\$ 5,000,000	\$ -	\$5,000,000	\$83,688
Aggregate Limit	Unlimited		Unlimited	
Employee Benefits - Per Claim	\$ 5,000,000	\$ -	\$5,000,000	Included
Aggregate Limit	Unlimited		Unlimited	
Law Enforcement Liability - Per Claim	\$ 5,000,000	\$ -	\$5,000,000	\$138,967
Aggregate Limit	Unlimited		Unlimited	
Deadly Weapon Protection	\$ 1,000,000	\$ -	\$ 1,000,000	
			Sub-Total	\$222,655

Automobile:				
	Preferred Governmental Insurance Trust		Florida Municipal Insurance Trust	
Auto Liability	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -
Uninsured Motorist	Rejected		Rejected	
Comprehensive/Collision	28 \$ 1,000			\$ 1,000
Hired Physical Damage	\$ 35,000	\$ 1,000		
Medical Payments	Not Covered		Not Covered	
			Sub-Total	\$199,291
Public Officials:				
	Preferred Governmental Insurance Trust			
Public Officials Liability	\$ 5,000,000	\$ -	\$ 5,000,000	
Aggregate Limit	\$ 5,000,000		Unlimited	
Employment Practices Liability	\$ 5,000,000	\$ -	\$ 5,000,000	
Aggregate Limit	\$ 5,000,000		Unlimited	
Cyber Liability	\$ 2,000,000	\$ -		
			Sub-Total	\$134,151
Workers' Compensation:				
	19/20 Payroll: \$22,815,454		20/21 Payroll: \$28,086,711	
	Preferred Governmental Insurance Trust		Florida Municipal Insurance Trust	
	2018 Experience Mod: .92		2020 Experience Mod: 1.00	
Workers' Compensation	Statutory	\$ -	Statutory	\$ -
Employers Liability	\$1m/\$1m/\$1m	\$ -	\$1m/\$1m/\$1m	\$ -
			Sub-Total	\$362,416
Cyber Liability				
			Lloyd's of London	
Incident Response Costs			\$10,000,000	\$ -
Legal and Regulatory Costs			\$10,000,000	\$25,000
IT Security and Forensic Costs			\$10,000,000	\$25,000
Crisis Communication Costs			\$10,000,000	\$25,000
Privacy Breach Management Costs			\$10,000,000	\$25,000
Third Party Privacy Breach Management Costs			\$10,000,000	\$25,000
Post Breach Remediation Costs			\$50,000	\$ -
Funds Transfer Fraud			\$250,000	\$25,000
Theft of Funds Held in Escrow			\$250,000	\$25,000
Theft of Personal Funds			\$250,000	\$25,000
Extortion			\$10,000,000	\$25,000
Corporate Identity Theft			\$250,000	\$25,000
Telephone Hacking			\$250,000	\$25,000
Push Payment Fraud			\$50,000	\$25,000
Unauthorized use of Computer Resources			\$250,000	\$25,000
System Damage and Rectification Costs			\$10,000,000	\$25,000
Income Loss and Extra Expense			\$10,000,000	\$25,000
Additional Extra Expense			\$100,000	\$25,000
Dependent Business Interruption			\$100,000,000	\$25,000
Consequential Reputational Harm			\$10,000,000	\$25,000
Claim Preparation Costs			\$25,000	\$ -
Hardware Replacement Costs			\$10,000,000	\$25,000
Network Security Liability			\$10,000,000	\$25,000
Privacy Liability			\$10,000,000	\$25,000
Management Liability			\$10,000,000	\$25,000
Regulatory Fines			\$10,000,000	\$25,000
PCI Fines, Penalties, and Assessments			\$10,000,000	\$25,000
Defamation			\$10,000,000	\$25,000
Intellectual Property Rights Infringement			\$10,000,000	\$25,000
Technology Errors and Omissions			No coverage	No coverage
Court Attendance Costs			\$100,000	\$ -
			Sub-Total	\$51,750
Pollution and Remediation Legal Liability Coverage				
			Allied World Assurance Company	
Limit: Each Loss, Remediation Expense or Legal Defense Expense			\$1,000,000	
Limit: Total All Losses Remediation Expense or Legal Defense Expense			\$1,000,000	
Shared Aggregate with Program			\$20,000,000	\$10,000
			Sub-Total	\$6,290
Statutory AD&D				
			Hartford Fire Insurance Company	
In Line of Duty			\$75,000	\$ -
Fresh Pursuit			\$75,000	
Unlawful and Intentional Death			\$225,000	
			Sub-Total	\$6,666
Service Fee				
Annual Fee			Sub-Total	\$25,000
TOTAL PREMIUM - \$1,000,000 Cyber Included				\$1,232,435
TOTAL PREMIUM - \$2,000,000 Cyber Included				\$1,235,435
TOTAL PREMIUM - \$10,000,000 Cyber Option Shown Above Included				\$1,284,185

**COVERAGE PROPOSAL
FOR
CITY OF DORAL**

PROPOSED EFFECTIVE DATE: OCTOBER 1, 2020

ADMINISTERED AND PREPARED BY:
DEPARTMENT OF INSURANCE SERVICES OF THE
FLORIDA LEAGUE OF CITIES, INC.
PO BOX 538135 • ORLANDO FL 32853-8135

“THE FLORIDA MUNICIPAL INSURANCE TRUST PROMISE”

The FMIT will provide exceptional coverages and service for your insurance needs.
Your business is important to us.

We will make every effort to match any competitor’s pricing for similar exposures, coverages, terms and conditions contingent on the ability of the competitor to verify that its rates are established by an independent actuary and its reinsurance structure is currently in place.

The competitor’s reinsurer(s) must have an AM Best rating of an A or better, as the FMIT prides itself on not only the financial solvency of the Trust itself but also of the reinsurance partners with whom we do business.

This proposal remains in effect until October 1, 2020.

A specimen agreement is attached. This proposal contains a brief, general description of coverages. It is not intended to describe or cover all the terms, limits, conditions and exclusions of the agreement.

The FMIT agreement language will supersede any differences between the agreement and this proposal summary.



Proposal for 2020-2021

City of Doral

PROPERTY COVERAGE

Limit

Blanket Real & Personal Property

\$65,667,829

An Asset Valuation will be provided at no charge.

Insured assets adjusted due to valuation will be endorsed onto the policy. Additional premium or return premium will be included on the next installment billing.

Business Income

\$500,000

(Note: the limit stated is in addition to the limit shown on page 2 of proposal)

Electronic Data Processing:

- Equipment: Included in Contents
- Software: Included in Contents
- Equipment Breakdown: Included in Contents

Agreed Amount

Valuation Basis:

Replacement Cost

Coverage Form:

Special

Deductibles:

\$1,000 Per Occurrence - Real & Personal Property, Other Property

Named Storm Deductible is 5% of the scheduled Building, Personal Property, Other Property (including property in the open) and Business Income. The percentages are calculated using the Schedule of Values on file with FMIT. The Named Storm deductible is calculated separately and applied individually to each Building, Personal Property, Other Property and Business Income per occurrence.

Business Income waiting period is 72 hours.

Piers, wharves, docks, boardwalks and bridges are wind excluded with cause of loss – Basic Form applied. See options page for wind quote if applicable.

Antennas, towers and similar structures, including but not limited to transmitting and receiving, over \$100,000 are wind excluded.

PROPERTY COVERAGE EXTENSIONS:

Excess Flood Coverage	\$5,000,000
Flood Zones A & V deductible is excess of NFIP (\$500,000 per building)	
Other Flood Zones - AOP deductible or other flood limits purchased, whichever is greater, per occurrence	
Terrorism	\$5,000,000
Newly Acquired or Constructed Property	\$2,000,000
Extra Expense	\$1,000,000
Newly Acquired Business Personal Property	\$500,000
Business Income	\$500,000
Valuable Papers & Records	\$500,000
Accounts Receivable	\$500,000
Property Damage Mitigation Coverage (Named Storm)	\$500,000
Electronic Data Processing Equipment (Software)	\$250,000
Personal Property Off Premises	\$250,000
Property In Transit	\$250,000
Off Premises Power Failure	\$100,000
Pollutant Clean Up & Removal	\$100,000
Preservation of Property	\$100,000
Service Interruption Coverage	\$100,000
Leasehold interest	\$100,000
Unintentional Errors & Omissions	\$100,000
Personal Property of Others	\$50,000
Fungus Clean Up & Removal	\$25,000
Debris Removal	25% of Loss
Building Ordinance Coverage, Including Demolition	25% of Loss
Recertification of Equipment/Fire Extinguisher Recharge	\$250/Day
Police Dogs & Horses	
Death in line of duty	\$15,000
Annual Maximum	\$30,000
Antiques & Objects of Art	
Per Item	\$15,000
Annual Maximum	\$250,000
Arson Reward	\$5,000
Non-Scheduled Property in the Open	\$500,000

EQUIPMENT BREAKDOWN COVERAGE

Subject to any applicable limits on the Property, Allied Lines and Crime Declarations, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident."

These coverages apply to all locations covered on the policy, unless otherwise specified.

I. Coverages	Limits
Equipment Breakdown	Subject to the Real and Personal Property Limit described in proposal or \$50,000,000, whichever is less.
Business Income	Subject to the Business Income Limit described in proposal.
Extra Expense	Subject to the Extra Expense Limit described in proposal.
Expediting Expense	\$1,000,000
Hazardous Substances	\$500,000
Spoilage	\$500,000
Data Restoration	\$500,000
"Fungus," Wet Rot, Dry Rot And Bacteria	\$25,000
Service Interruption*	Subject to Business Income, Extra Expense, and Spoilage Limits
Water Damage	Included in Property Coverage.
II. Deductibles	
Direct Coverages	Subject to the Real and Personal Property deductible described in proposal.
Indirect Coverages	Subject to the Time Element deductible described in proposal.

III. Other Conditions

*Unless the interruption exceeds 24 hours, we will not pay for any loss under Service Interruption.

"Covered equipment" does not include "electrical generating equipment"; however, this exclusion does not apply to emergency generators.

GENERAL LIABILITY COVERAGE

Comprehensive General Liability

Limits

Limit Per Occurrence:	\$5,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Public Officials E & O / Employment

Limits

Practices Liability

Limit Per Occurrence:	\$5,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Law Enforcement Liability

Limits

Limit Per Occurrence:	\$5,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

FMIT Advantage: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability.

ADDITIONAL BENEFITS:

Defense Costs paid in addition to policy limits

Premises Operations

Products/Completed Operations

Contractual Liability (Designated Contracts Only)

Owners & Contractors' Protective Liability

Personal Injury Liability

Host Liquor Liability

Incidental Medical Malpractice Liability

Watercraft Liability

Fire Legal Liability - Maximum \$500,000 in any one Trust Year

Broad Form Property Damage - Maximum \$500,000 in any one Trust Year

Advertising Injury Liability

Skate Facility Liability

Employment Practices Liability

Free Legal Advice For Employment Related Matters

Employee Benefits Program Administration Liability

Extra Contractual Legal Expense - \$100,000 Aggregate Limit

(EEOC, Florida Commission on Human Relations, Ethics)

Sewerline Backup and Initial Cleanup Expense - \$10,000 per affected property/\$200,000 Aggregate Limit

Crisis Intervention

HR Helpline - Full Legal Support and Online Services

Herbicide/Pesticide Spraying

Limit is the General Liability limit or \$1,000,000 aggregate per fund year, whichever is the lesser amount.

Bert Harris Act/Inverse Condemnation - \$300,000 Limit Per Occurrence/Aggregate. Limit includes Defense Costs.

Deductible is \$5,000 or the policy deductible, whichever is greater.

AUTOMOBILE COVERAGE

Limits

Comprehensive Automobile Liability \$1,000,000
Deductible: \$0

Personal Injury Protection \$10,000
Deductible: \$0

Automobile Physical Damage

Comprehensive Coverage \$1,000 Deductible

Collision Coverage \$1,000 Deductible

Note: "Vehicles with \$0 value on schedule provided were not included in the quote for APD."

Coverage Includes:

- Hired & Non-Owned Liability
- Rental Reimbursement - scheduled vehicles
- Lease Differential - scheduled vehicles
- Limited Replacement Cost - owned private passenger vehicles, SUVs, Pickup Trucks
- Member's Personal Effects

FMIT Advantage: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for Automobile Liability.

CRIME & BOND COVERAGE**Limits****Bond Coverage:**

Employee Theft - Per Loss \$500,000

Deductible: \$1,000

Faithful Performance - Per Loss \$500,000

Deductible: \$1,000

Finance Director \$500,000

Deductible: \$0

Crime Coverage:

Theft of Money & Securities - Loss Inside \$500,000

Deductible: \$1,000

Outside the Premises \$500,000

Deductible: \$1,000

Computer and Funds Transfer Fraud \$500,000

Deductible: \$1,000

Forgery or Alteration \$500,000

Deductible: \$1,000

WORKERS' COMPENSATION PAYROLLS

	Limit
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

CODE	DESCRIPTION	PAYROLL
5509	STREET OR ROAD MAINTENANCE	449,561
7720	POLICE OFFICERS	11,419,222
8810	CLERICAL	9,027,042
9102	PARK NOC	3,013,283
9410	MUNICIPAL, TOWNSHIP, COUNTY EMPLOYEES NOC	4,177,603
TOTAL PAYROLL		\$28,086,711

Deductible: \$0

Experience Modification Factor: 10/1/2020 1.00

Safety Credit: Yes

Drug Free Credit: Yes

Premium calculation includes 5% Drugfree Credit and 2% Safety Credit - Requires receipt of approved applications.
Payrolls and Premium are subject to Final Audit

PREMIUM SUMMARY

Coverage Line	Annual Premium
Blanket Real & Personal Property FMIT Disaster Preparedness and Recovery Program	\$275,966 INCLUDED
Inland Marine	INCLUDED
Equipment Breakdown Coverage	INCLUDED
Crime & Bond Coverage	INCLUDED
General Liability Coverage	\$83,688
Public Officials E&O / Employment Practices Liability	\$134,151
Law Enforcement Liability	\$138,967
Automobile Coverage	\$199,291
Workers' Compensation Coverage	\$362,416
Total Premium	\$1,194,480
Service Fee	\$25,000
Total FMIT Premium	\$1,219,480

<p>Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.</p>
--

Please Read the following Important Notes

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

INTEREST FREE INSTALLMENT PLAN

First Installment

Second Installment

Third Installment

Fourth Installment

25% minimum due

25% minimum due

25% minimum due

25% minimum due

October 1, 2020

January 1, 2021

April 1, 2021

July 1, 2021

Payment will be forwarded to the Florida League of Cities in Tallahassee

ANCILLARY (SPECIAL) COVERAGES

The following pages are regarding the Ancillary (Special) coverages listed below. These coverages are quoted outside of the Florida Municipal Insurance Trust (FMIT), are annual premiums, and are to be paid in full prior to each according policy renewal date.

The Ancillary (Special) coverage premiums are separate and in addition to the quoted FMIT coverages.

- **Statutory Accidental Death & Dismemberment – Quote follows**
- **Pollution and Remediation Legal Liability (non-petroleum storage tank liability coverage) – Quote follows**
- **Cyber Liability – Quote follows**
- **For the following, we will be able to accept an Agent of Record letter to take over the policies and receive the renewal terms and premiums from the current carriers.**

Flood Insurance (Wright National Flood Insurance Company)

Storage Tank Liability (Commerce and Industry Insurance Company)

STATUTORY AD&D

**THE FOLLOWING IS A SUMMARY OF FEATURES ONLY & DOES NOT COVER ALL TERMS,
CONDITIONS AND LIMITATIONS. THE ISSUED POLICY WILL GOVERN IN ALL CASES.**

QUOTE FOR: City of Doral

INSURER: Hartford Fire Insurance Company

LIMIT OF LIABILITY: \$75,000 Principal Sum - In Line of Duty
\$75,000 Principal Sum - Fresh Pursuit
\$225,000 Principal Sum - Unlawful and Intentional Death

PROPOSED EFFECTIVE DATE: 10/1/2020 – 10/1/2021

THE FOLLOWING COVERAGES ARE INCLUDED:

1. Accidental Death & Dismemberment.
2. Tuberculosis, heart disease or hypertension, hepatitis, meningococcal meningitis.
3. Weekly Accident Indemnity - \$100.00/week, maximum 52 weeks. Coordinates with workers' compensation. Unlawful and intentional act only.
4. Day Care Benefit - \$2,000/yr, max 2 years. Currently enrolled in day care.
5. Education Benefit - \$2,000/yr, max 2 years. Currently enrolled in an institution of higher learning.
6. Medical Insurance Continuation/Catastrophic Injury 440.02 (34) F.S. – Maximum \$5,000.00 per year. Maximum years - 5.
7. Burial Benefit - \$1,000. Intentional death only.

PERSONS COVERED:

Police	<u>145</u>	Full-Time
	<u>9</u>	Part-Time
	<u>4</u>	Auxiliary Officers, Reserves, Volunteers
	<u>51</u>	Administrative
All Other Employees	<u>265</u>	
TOTAL PREMIUM:	<u>\$6,666</u>	Annual

**POLLUTION AND REMEDIATION LEGAL LIABILITY COVERAGE QUOTATION
(NON-PETROLEUM STORAGE TANK LIABILITY / REMEDIATION COVERAGE)**

CLAIMS MADE

Quote For: City of Doral

Insurer: Allied World Assurance Company (AWAC)
AM Best rated A XV

Coverage: Coverage A: On-Site Clean-Up of Pollution Conditions
Coverage B: Legal Liability for Pollution Conditions

Operations Included: Per Property schedule submitted in City's Request for Proposals (quote does not include petroleum storage tanks)

A. Limit of Liability: Each Loss, Remediation Expense or Legal Defense Expense \$1,000,000.00

B. Limit of Liability: Total All Losses Remediation Expense or Legal Defense Expense \$1,000,000.00

C. Aggregate Limit: Shared Aggregate with program \$20,000,000

D. Retention: Each Loss, Remediation Expense or Legal Defense Expense \$10,000.00

E. Proposed Effective Date: 10/1/2020 TO 10/1/2021

F. Retroactive Date: Same as Inception

G. Conditions / Coverage Features: Terrorism included.
Mold, Fungus, Mildew, Legionnaires' Disease: \$250,000 limit for scheduled locations.
Emergency Response Cost: \$250,000 limit within 96 hours of spill. Written DEP notice not required if within 96 hours.
Medical Monitoring included for Bodily Injury Claims.
Non-owned waste disposal sites included.
Transportation of waste including contracted transportation.
Transportation to and from a scheduled location.
Transportation coverage – New transportation activities.
Contractors Pollution Liability.
Storage Tank Unknown to Insured included.
Intentional Noncompliance.
Crisis Response and Crisis Management included.
Additional Insured – Where required by written contract.
This quote expires: **10/1/2020**
Require completed and signed application prior to binding.
Other terms, conditions and exclusions as described in policy.

H. Annual Premium: \$6,290

Binding contingent on the following:

1. Completed, signed and dated application.

2. Confirmation on the contents of the 2 million gallon "On Ground Liquid Storage Tank" listed on the schedule at 3000 NW 87th Street.

3. Confirmation that there are no waste water treatment plant related exposures such as waste water treatment plant, pumps, lifts, or wells.

3. Is the 2 million gallon tank being scheduled with Financial Responsibility?



INDICATION OF TERMS

REFERENCE NUMBER:	1703503
COMPANY NAME:	City of Doral
TOTAL PAYABLE:	USD51,750.00
Premium breakdown:	
Cyber & Privacy:	USD45,000.00
Cyber Crime:	USD6,000.00
Policy Administration Fee:	USD750.00
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (US) v3.0
ENDORSEMENTS:	Cyber Incident Response Within The Limit Clause Public Entity Amendatory Clause Policyholder Disclosure Notice Of Terrorism Insurance Coverage
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: <ol style="list-style-type: none">1. Full details of the surplus lines broker, including name, company name, address, license number, state of filing and expiry date. (14 days post binding)2. Satisfactory version of a fully completed application form (as attached), signed and dated within 30 days of the required inception date. (prior to binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	16 Jul 2020
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers
UNDERWRITER:	Paige Carey

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE



PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES

DECLARATIONS

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD10,000,000 each and every claim

Deductible: USD0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD10,000,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD10,000,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD10,000,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD10,000,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD10,000,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

Deductible: USD0 each and every claim



INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION D: EXTORTION

Limit of liability: USD10,000,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

Deductible: USD25,000 each and every claim



INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD10,000,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD10,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD25,000 each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD10,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD25,000 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD10,000,000 each and every claim

Deductible: USD25,000 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: USD10,000,000 each and every claim

Deductible: USD25,000 each and every claim



THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD10,000,000	in the aggregate, including costs and expenses
Deductible:	USD25,000	each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD10,000,000	in the aggregate, including costs and expenses
Deductible:	USD25,000	each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD10,000,000	in the aggregate, including costs and expenses
Deductible:	USD25,000	each and every claim, including costs and expenses

SECTION D: REGULATORY FINES

Aggregate limit of liability:	USD10,000,000	in the aggregate, including costs and expenses
Deductible:	USD25,000	each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	USD10,000,000	in the aggregate, including costs and expenses
Deductible:	USD25,000	each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability:	USD10,000,000	in the aggregate, including costs and expenses
Deductible:	USD25,000	each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD10,000,000	in the aggregate, including costs and expenses
Deductible:	USD25,000	each and every claim, including costs and expenses

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim



CYBER INCIDENT RESPONSE WITHIN THE LIMIT CLAUSE

ATTACHING TO POLICY NUMBER: N/A

THE INSURED: City of Doral

WITH EFFECT FROM: -

It is understood and agreed that **HOW MUCH WE WILL PAY** is deleted in its entirety and replaced with the following:

YOUR MAXIMUM LIMITS UNDER THIS POLICY

The maximum amount payable by **us** under this Policy for any one claim or series of related claims is the **policy limit**.

The maximum amount payable by **us** under any Insuring Clause for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Insuring Clause.

The maximum amount payable by **us** under any Section for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Section.

YOUR MAXIMUM LIMIT FOR RELATED INCIDENTS

Where more than one claim arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **policy limit** will apply in respect of that claim.

In the event that cover is provided under multiple Insuring Clauses or multiple Sections for any one claim, only one **policy limit** will apply in total for that claim.

YOUR AGGREGATE LIMIT FOR LIABILITY CLAIMS

In respect of **INSURING CLAUSES 4, 5, 6 and 7**, the maximum amount payable under this Policy in total aggregate will be the **policy limit**.

In respect of **INSURING CLAUSES 4, 5, 6 and 7**, **we** may at any time pay to **you** in connection with any **claim** the amount of the **policy limit** (after deduction of any amounts already paid). Upon that payment being made **we** will relinquish the conduct and control of the **claim** and be under no further liability in connection with that **claim** except for the payment of **costs and expenses** incurred prior to the date of such payment (unless the **policy limit** is stated to be inclusive of **costs and expenses**).

If **costs and expenses** are stated in the Declarations page to be in addition to the **policy limit**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **policy limit**, and if a damages payment in excess of the **policy limit** has to be made to dispose of any **claim**, **our** liability for **costs and expenses** will be in the same proportion as the **policy limit** bears to the total amount of the damages payment.



It is further understood and agreed that the following amendments are made to this Policy:

1. The **“Incident response limit” DEFINITION** is deleted in its entirety.
2. Part a. of the “Continuous cover” **CONDITION** is deleted in its entirety and replaced with the following:
 - a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **policy limit**, whichever is the lower;
3. The second last paragraph of the “Optional extended reporting period” **CONDITION** is deleted in its entirety and replaced with the following:

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

4. The third paragraph of the “Agreement to pay claims (duty to defend)” **CONDITION** is deleted in its entirety and replaced with the following:

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject always to the **policy limit**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



PUBLIC ENTITY AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER: N/A
THE INSURED: City of Doral
WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The **DEFINITION** of **"Company"** is deleted in its entirety and replaced with the following:

"Company" means

the organization stated in the Declarations page and any of its departments or divisions that are included within the operating budget provided to **us** by **you** in **your** application for this insurance.

2. The **DEFINITION** of **"Senior executive officer"** is deleted in its entirety and replaced with the following:

"Senior executive officer" means

board members and executive committee members of the **company** or any individual holding an equivalent position in the **company**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY NUMBER: N/A

THE INSURED: City of Doral

WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

RESOLUTION No. 20-188

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE RANKING OF RESPONDENTS TO REQUEST FOR PROPOSALS #2020-18 "INSURANCE AND RISK MANAGEMENT SERVICES"; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH HALIFAX-ACENTRIA PUBLIC RISK IN PARTNERSHIP WITH THE FLORIDA MUNICIPAL INSURANCE TRUST (FMIT) AS THE TOP RANKED FIRM; SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF THE CITY'S INSURANCE AND RISK MANAGEMENT SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR THE EXPENDITURE OF BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City currently has a contract for insurance and risk management services with Risk Management Associates, Inc., dba Public Risk Insurance Agency, a wholly owned subsidiary of Brown & Brown which expires on 10/1/2020; and

WHEREAS, the City of Doral (the "City") issued a Request for Proposal No. 2020-18 for "Insurance and Risk Management Services" (the "RFP"), and the City received three (3) submittals by the July 20, 2020 deadline with all of the firms meeting the required criteria set forth in the RFP; and

WHEREAS, the Evaluation Committee met on August 10th, 2020 to score and rank the proposals and recommended that the top two (2) firms to proceed to phase II, the presentation phase. Presentations were held on August 19th, 2020, after the presentations, the committee evaluated and scored the firms based on a three hundred (300) point system; and

WHEREAS, staff recommends that the City Council accept the ranking of the firm as specified herein and authorize the City Manager to negotiate and enter into an

agreement with Halifax-Acentria Public Risk in partnership with the Florida Municipal Insurance Trust (FMIT), or, if negotiations fail with the top ranked firm, to negotiate an agreement with the next highest ranked firm successively until an agreement is reached, for the provision of insurance and risk management services for a three (3) year contract period, with an option to renew for two (2) additional one (1) year periods, payable from the General Government's Workers Compensation and Insurance accounts; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Rankings. The City Council hereby approves the ranking of the two (2) firm as provided by the Evaluation Committee as follows:

- (1) Halifax-Acentria Public Risk
- (2) Risk Management Association

The foregoing rankings do not vest any contractual rights on any of the foregoing parties.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and Halifax-Acentria Public Risk in partnership with the Florida Municipal Insurance Trust (FMIT), as the top ranked firm, and enter into an agreement, or, if negotiations fail with the top ranked firm, to negotiate an agreement with the next highest ranked firm successively until an agreement is reached, subject to approval by the City Attorney, as to form and legal sufficiency, for the provision of insurance and risk management services, for a three (3) year contract period, with an option to renew for two

(2) additional one (1) year periods, payable from the General Government's Workers Compensation and Insurance accounts; and

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabral who moved its adoption.
The motion was seconded by Councilmember Mariaca and upon being put to a vote, the
vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 9 day of September, 2020.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY