

To: The Honorable Mayor and City Council

From: Karen Muir, Risk Manager



Date: September 27, 2016

**RE: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXERCISE OPTION YEAR (2) AND RENEW THE PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND BROWN AND BROWN OF FLORIDA, INC DBA T.R. JONES AND COMPANY, TO CONTINUE TO PROVIDE THE CITY WITH EXCESS WORKERS' COMPENSATION INSURANCE; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$138,333.00**

## **BACKGROUND**

In August 2014 the City advertised Request for Proposal (RFP) No. 51-13-14 "Excess Workers' Compensation Insurance Coverage" to procure services in accordance with the terms, conditions and specifications contained in the RFP. The sole respondent, Brown and Brown of Florida Inc., DBA T.R. Jones and Company, provided a competitive combination of coverage and premium. Consequently on September 23, 2014, the Vice Mayor as Acting Mayor and City Council passed and adopted a resolution approving the award of Services to Brown and Brown of Florida DBA T.R. Jones and Company. Coverage was placed through the City's prior Excess Workers' Compensation carrier "Preferred Governmental Insurance Trust" (PGIT), backed by the reinsurer "Colony Insurance Company" and rated at A-X11 by A.M Best. PGIT writes select lines of insurance coverage for public entities within the State of Florida only. As of 9/30/13, the Trust had approximately 600 members. Brown and Brown owns both T.R. Jones and PIGIT, which operates as a formidable Florida insurance pool. It is also the 6<sup>th</sup> largest insurance intermediary in the United States and 7<sup>th</sup> in the world with reported revenue in 2013 at \$1.3 billion. This unique group has been providing Excess Workers' Compensation coverage to the City of North Miami for the past seven (7) years and the City's experience with them has been good.

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Council Report

Excess Workers Compensation Insurance

The initial contract provides an option to renew this line of coverage under the same terms and conditions for four (4) years on a year to year basis. Proposed coverage for FY17 will continue to be provided through PGIT as follows: Part I - statutory coverage and Part II (Employer's Liability) - \$1,000,000, with a self-insured Retention (SIR) of \$500,000, at an annualized premium of \$138,333.00. This option offers an occurrence based policy. Premium includes an agency fee of \$10,000. The renewal premium is approximately 9.74% higher than expiring (\$124,864) as a direct result of payroll increase. We are in the second year of a guaranteed rate policy. Therefore if the payroll had remain the same, the renewal premium would have been exactly the same as the expiring policy.

### **RECOMMENDATION**

It is recommended that the Mayor and City Council authorize the City Manager to exercise the option to renew year two (2) of RFP #51-13-14 for Excess Workers Compensation Insurance with PGIT, through its Broker, T.R. Jones and company, located in Homestead Florida, for the period 10/1/16 to 10/1/17.

Staff is recommending that Council authorize the issuance of a purchase order in the amount of \$138,333.00.

### **Attachments**

Resolution

Premium Summary page

Broker Services, Schedule A

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE A SECOND OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND BROWN AND BROWN OF FLORIDA, INC., D/B/A T.R. JONES AND COMPANY FOR THE CONTINUATION OF EXCESS WORKER'S COMPENSATION INSURANCE COVERAGE SERVICES AS REQUIRED BY FLORIDA LAW, AT THE ANNUALIZED PREMIUM AMOUNT OF ONE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$138,333.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on August 4, 2014, the City advertised *Request for Proposal No. 51-13-14 Excess Workers' Compensation Insurance Coverage Services* ("RFP"), to procure workers' compensation insurance coverage for eligible City officials and employees ("Workers' Compensation Coverage") from a qualified, experienced, and licensed insurance provider, as required by Florida law; and

**WHEREAS**, in response to the RFP, Brown & Brown of Florida, Inc., d/b/a T.R. Jones and Company ("Contractor") timely submitted its Proposal and was evaluated by City administration as the sole responsive-responsible proposer whose qualifications and references demonstrated to be advantageous to the City in the procurement of Workers' Compensation Coverage; and

**WHEREAS**, on September 23, 2014, the Vice Mayor as acting Mayor and City Council passed and adopted Resolution No. 2014-R-81, approving the selection of Contractor and authorized the execution of an agreement for the provision of Workers' Compensation Coverage in accordance with the terms, conditions, and specifications contained in the RFP; and

**WHEREAS**, on October 1, 2014, the City Manager executed an agreement with Contractor for the provision of Workers' Compensation Coverage with a policy coverage period commencing October 1, 2014, through October 1, 2015, in accordance with the terms, conditions, and specifications contained in the Contract Documents ("Agreement"); and

**WHEREAS**, pursuant to Section 3.2 of the Agreement, the City reserved the right to renew the Agreement for an additional four (4) successive one-year term periods, upon the completion of the initial term; and

**WHEREAS**, on September 21, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-91, authorizing the execution of a First Option to Renew Professional Services Agreement (“First Option Agreement”), for an annualized premium amount of One Hundred Twenty-Four Thousand Eight Hundred Sixty-Four Dollars (\$124,864.00); and

**WHEREAS**, on September 25, 2015, the City Manager executed a First Option Agreement to continue the Workers’ Compensation Coverage with a policy coverage period commencing October 1, 2015, through October 1, 2016; and

**WHEREAS**, the City desires to continue Workers’ Compensation Coverage by exercising a Second Option Agreement with a policy coverage period commencing October 1, 2016, through October 1, 2017, pursuant to Section 3.2 of the Agreement; and

**WHEREAS**, the Mayor and City Council find the execution of a Second Option Agreement, in substantially the attached form, for the continuous provision of Workers’ Compensation Coverage as required by Florida law, is in the best interest of the City.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**      **Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, hereby authorize the City Manager and City Attorney to execute a Second Option to renew Professional Services Agreement, in substantially the attached form, between the City of North Miami and Brown and Brown of Florida, Inc., d/b/a T.R. Jones and Company for the continuation of Excess Worker’s Compensation Insurance Coverage Services as required by Florida law, at the annualized premium amount of One Hundred Thirty-Eight Thousand Three Hundred Thirty-Three Dollars (\$138,333.00).

**Section 2.**      **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Alix Desulme  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilman Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

**CITY OF NORTH MIAMI  
SECOND OPTION TO RENEW  
PROFESSIONAL SERVICES AGREEMENT**

(Excess Workers' Compensation Insurance Coverage - RFP No. 51-13-14)

**THIS SECOND OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT** ("Second Option Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> Street, North Miami, FL ("City") and **Brown & Brown of Florida, Inc., d/b/a T.R. Jones and Company**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 220 S. Ridgewood Avenue, Daytona, FL 32114 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on August 4, 2014, the City advertised *Request for Proposal No. 51-13-14 Excess Workers' Compensation Insurance Coverage Services* ("RFP"), to procure workers' compensation insurance coverage for eligible City officials and employees ("Workers' Compensation Coverage") from a qualified, experienced, and licensed insurance provider, as required by Florida law; and

**WHEREAS**, in response to the RFP, Contractor timely submitted its Proposal and was evaluated by City administration as the sole responsive-responsible proposer whose Proposal, qualifications and references demonstrated to be advantageous to the City in the procurement of Worker's Compensation Coverage; and

**WHEREAS**, on September 23, 2014, the Vice Mayor as acting Mayor and City Council passed and adopted Resolution No. 2014-R-81, approving the selection of Contractor and authorizing the execution of an agreement for the provision of Workers' Compensation Coverage in accordance with the terms, conditions, and specifications contained in the RFP; and

**WHEREAS**, on October 1, 2014, the City Manager executed an agreement with Contractor for the provision of Workers' Compensation Coverage with a policy coverage period commencing October 1, 2014, through October 1, 2015, in accordance with the terms, conditions, and specifications contained in the Contract Documents ("Agreement"); and

**WHEREAS**, pursuant to Section 3.2 of the Agreement, the City reserved the right to renew the Agreement for an additional four (4) successive one-year Term periods, upon the completion of the initial Term; and

**WHEREAS**, the Mayor and City Council have determined that it is in the City's best interest to exercise the second option to renew the Agreement in accordance with the terms and conditions of the Contract Documents, in order to provide uninterrupted Workers' Compensation Coverage.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. The City hereby exercises its second option to renew the Agreement for Worker's Compensation Coverage, for the period commencing October 1, 2016, through October 1, 2017.
2. The Contractor hereby accepts the City's second option to renew the Worker's Compensation Coverage, for the period commencing October 1, 2016, through October 1, 2017.
3. The City shall have remaining two (2) successive one-year options to renew the Agreement in writing.
4. The Contractor agrees to provide Worker's Compensation Coverage in accordance with the terms, conditions and specifications contained in the Contract Documents.
5. The City agrees to pay Contractor the annualized premium amount not to exceed One Hundred Thirty Eight Thousand Three Hundred Thirty Three Dollars (\$138,333.00), including applicable agency service fees.
6. The Parties agree that this Second Option Agreement shall be made part of the Agreement previously executed by the Parties, attached hereto by reference.
7. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.
8. This Second Option Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.
9. All other terms of the Agreement, which have not been modified by this Second Option Agreement, shall remain in full force and effect.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Brown & Brown of Florida, Inc., d/b/a T.R. Jones and Company, a Florida for-profit corporation:

Corporate Secretary or Witness:

**“Contractor”**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

ATTEST:

City of North Miami, a Florida municipal Corporation: **“City”**

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

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

Michael A. Etienne, Esq.  
City Clerk

Larry M. Spring, Jr.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

Jeff P. H. Cazeau, Esq.  
City Attorney