

# City of Key West



## Request for Proposal Insurance Proposal

Response Prepared By:

Risk Management Associates, Inc., dba Public Risk Insurance Agency  
*A wholly owned subsidiary of Brown & Brown, Inc.*

Michelle Martin, CIC – Vice President / Account Executive  
Kyle Stoekel, CIC, Account Executive  
220 S. Ridgewood Avenue, Suite 210  
Daytona Beach, FL 32114  
(386) 239-4047

Due: July 18, 2018 at 3:00 p.m.

**ELECTRONIC COPY**



## **CITY OF KEY WEST TABLE OF CONTENTS**

<b>Cover Letter</b>	<b>1</b>
<b>Overview</b> The Agency of Public Risk Insurance Agency An Introduction to Your Service Team	<b>2</b>
<b>Marine</b> Vessel Physical Damage Vessel Pollution Marina Operator's Legal Liability Wharfingers Outer MOLL Excess General Liability	<b>3</b>
<b>AD&amp;D</b>	<b>4</b>
<b>Broker Recommendation/Premium Recapitulation</b> Notes of Importance Compensation Disclosures Guide to Best's Ratings	<b>5</b>
<b>Items Required Prior to Binding</b> Acceptance of Proposal – Premium Recapitulation Executed Applications (Will be provided prior to binding) Confirmation of Exposure Bases	<b>6</b>
<b>City's Required Forms</b>	<b>7</b>



July 16, 2018

City Clerk  
City of Key West  
1300 White Street, City Hall  
Key West, FL 33040

RE: City of Key West Insurance Proposal (Ancillary Coverages)

On behalf of Public Risk Insurance Agency (PRIA), we are pleased to submit our response to the RFP above referenced. PRIA is honored to have successfully served the City as Agent and Broker over the past few years.

We present herein Ancillary coverages:

- **Marine Program** (Vessel Physical Damage, Vessel Pollution, Marina Operators, Wharfingers, and Excess Liability policies)
- **AD&D for First Responders**

We agree to continue placement for the two **Pollution Liability** insurance policies.

- Premises Pollution for 627 Palm Avenue & 5701 College Road  
Prepaid for 11/1/2017 – 11/1/2020 – no action needed.
- Storage Tank Liability – Quote will be provided, subject to receipt of Marine Questionnaire, Warranty and/or Application from City.

PRIA's outstanding **Qualifications** include:

- PRIA represents over **250 public entities** in the state, including self-insured entities similar to the City:
  - City of Marathon
  - City of Marco Island
  - City of Naples
  - City of Miami
  - City of Ft. Lauderdale
- **Institutional knowledge of the City of Key West.** The same staff will remain assigned to serve the City:
  - **Vice President/Lead Account Executive – Michelle Martin, CIC**  
25+ years insurance; 13 years solely public entity
  - **Account Executive – Kyle Stoekel, CIC**  
4 years' insurance, with focus in public entity self-insured programs
  - **Director of Operations / Account Manager – Robin Faircloth, CISR, CSRM**  
20 years insurance; 14 years solely FL public entity
  - **Account Representative – Danielle Coggon**  
5 years' insurance experience; 2 years solely public entity



**Qualifications** (Continued):

- **Florida corporation** based and committed here for 79 years.
- As the 6<sup>th</sup> largest in the world, and the largest independent intermediary in the state of Florida, we enjoy **direct access to hundreds of insurers** and a powerful negotiating platform on our clients' behalf.

Our broad and effective **Service Offering** approach can be overviewed as follows:

- **Results-focused approach**
  - Specific goal setting produces financial results and goals
  - Following transparent, ethical and quality control standards
- **Concierge-level services**
  - 100% public entity focused operations produces efficiencies
  - Unique service plans designed for self-insured Risk Management clients
  - Longevity with current of Risk Management clients
- **Strategic marketing partners and resources**
  - PRIA's superior insurance negotiation team provides superior programs
  - **Marine specialist**
  - National public entity practice forging volume relationships with insurers
  - Access to all national and regional insurers

We welcome and encourage the opportunity to further explain our proposal via discussion and/or on-site presentation. We are proven as Public Entity Risk Management Specialists and are committed to provide these services with superior results for your program. Thank you for your consideration.

Sincerely,



Michelle Y. Martin, CIC  
Vice President, Account Executive



Matt Montgomery  
Executive Vice President



---

## AGENCY OVERVIEW

Brown & Brown, Inc. was founded in 1939 in Daytona Beach and has since grown to be the **6<sup>th</sup> largest insurance intermediary in the world.**

- 50 Florida offices with more than 2,500 teammates
- \$2.5 Billion of insurance premiums placed in Florida
- 200 offices and 8,700 teammates nationwide

Our company, which is publicly traded on the New York Stock Exchange (Symbol: “BRO”), recently announced an exciting partnership with the State of Florida, Volusia County and the City of Daytona Beach to build our new Corporate Headquarters in Downtown Daytona Beach. This will secure our place as the largest insurance broker in the state and ensure that our future remains rooted here in our great home state of Florida!

Additional information is publicly available at [www.bbinsurance.com](http://www.bbinsurance.com) or upon request.

### **Governmental Practice**

Nationally, our Public Entity insurance portfolio contains more than **\$175 Billion** in total insurable values (TIV) represented by our team of insurance professionals. This has been accomplished by balancing our strong local and state presence with corporate expansion into national and international insurance markets. Brown & Brown provides world class insurance services and product offerings to public entities of all shapes and sizes.

In Florida, our representation of public entities ranges from small towns and counties, large cities and districts, and includes the State of Florida property program. We also place insurance on behalf of jumbo public entity pools in Florida, Washington, New York and Illinois. These placements cover the gamut of insurance lines from property, casualty and workers’ compensation, to life and health; span the range of risk management strategies from first dollar to large self-insured retentions, and coverage including excess property and casualty, reinsurance, and other alternative risk transfer strategies.

### **PRIA’s Footprint**

PRIA has excelled in the Property & Casualty public entity niche business for more than 25 years and represents the lion’s-share of Brown & Brown’s governmental practice within the State. PRIA is the largest and most proficient public entity insurance broker in Florida with over 250 of Florida’s governmental entities as clients. Other agencies claim, “Industry experience” and include insurance clients that are managed by other offices or another team in their “public entity experience”. **All references to public entity clients in this response consists solely of accounts that PRIA handles directly.** We do not include clients from other service teams across the country to inflate our client list or experience.

We offer the unique combination of a “boutique” public entity brokerage with the resources of a large national broker that allows us to negotiate better terms and conditions, create specific service plans based on our client’s goals and objectives, as well as provide the best service to our clients.





---

## AGENCY OVERVIEW

Our operations are unique:

- PRIA currently represents over **250** of Florida's governmental entities
  - 22 Counties
  - 65 Cities
  - 8 Public School Districts
  - 7 Public Universities
  - *State of Florida*
  - 150+ other Special Taxing Districts
- Only retail agency in Florida **100%** committed to Florida's public entities
- PRIA has served **Florida governments exclusively** for over 26 years
- We place **\$110 million of annual premiums** for our Florida clients
- Staff Includes 23 insurance professionals
  - Personnel have over **300 years** of combined insurance experience
  - All staff members are encouraged to continue their pursuit of knowledge by continuing educational endeavors.
  - Most staff have professional insurance/risk designations, including:
    - BS - Bachelor of Science – Risk Management/Insurance and Finance
    - MS – Master's in Science
    - ARM – Associates in Risk Management
    - RMPE – Completion of Risk Management for Public Entities course
    - CIC – Certified Insurance Counselor
    - CISR – Certified Insurance Service Representative
    - CRM – Certified Risk Manager



## AN INTRODUCTION TO YOUR SERVICE TEAM

### *Account Executives*

<b>Matt Montgomery</b> Executive Vice President	(386) 239-7245	mmontgomery@bbpria.com
<b>Robin Faircloth, CISR, CSRM</b> Director of Operations	(386) 239-4044	rfaircloth@bbpria.com
<b>Paul Dawson, ARM-P</b> Senior Vice President / Account Executive	(386) 239-4045	pdawson@bbpria.com
<b>Michelle Martin, CIC</b> Vice President / Account Executive	(386) 239-4047	mmartin@bbpria.com
<b>Brian Cottrell, CIC, CRM</b> Vice President / Account Executive	(386) 239-4060	bcottrell@bbpria.com
<b>Kyle Stoekel, CIC</b> Account Executive	(386) 944-5805	kstoekel@bbpria.com
<b>Michelle Perry, CIC</b> Account Executive	(386) 333-6047	mperry@bbpria.com

### *Service Representatives*

<b>Brittany O'Brien, CIC, CRM</b> Risk Management Department Leader	(386) 239-8823	bobrien@bbpria.com
<b>Melody Blake, ACSR</b> Account Representative	(386) 239-4050	mblake@bbpria.com
<b>Patricia Jenkins, CPSR</b> Account Representative	(386) 239-4042	pjenkins@bbpria.com
<b>Karen Bryan</b> Account Representative	(386) 239-4056	kbryan@bbpria.com
<b>Linda Burtchett</b> Account Representative	(386) 239-4043	lburtchett@bbpria.com
<b>Danielle Coggon, CISR</b> Account Representative	(386) 239-4048	dcoggon@bbpria.com
<b>Christina Carter, CIC</b> Account Representative	(386) 333-6069	ccarter@bbpria.com
<b>Alexa Gray</b> Assistant Account Representative	(386) 239-4040	agray@bbpria.com

***Certificate Requests: certificates@bbpria.com Claim Reporting: claims@bbpria.com***

*Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All of the employees at PRIA are dedicated to achieving this goal and distinguishing ourselves from the competition.*



## HULL AND MACHINERY

Term: October 1, 2018 to October 1, 2019

Company: Great American Insurance Company  
(Rated A+ XIV by A.M. Best)

Vessel #	Description	Name	Amount Insured	Deductible*
1	2010 26' Fiberglass Workboat	USA Pumpout Boat	\$86,000	\$5,000
2	2010 26' Fiberglass Workboat	USA Pumpout Boat	\$86,000	\$5,000
3	2014 29' Fiberglass Workboat	Safe Boat	\$284,923	\$5,000
4	2014 18' Fiberglass Passenger Vessel w/ Evinrude Outboard	Mako Flats Boat	\$4,000	\$250
5	2003 27' Fiberglass Patrol Boat	Full Cabin Safe Boat	\$141,036	\$5,000
6	2005 32' Fiberglass Police Boat	Donzi w/ Twin Mercury Outboard	\$117,575	\$5,000
7	2004 21' Fiberglass Passenger Vessel	Carolina Skiff	\$16,299	\$1,000
8	1990 21' Fiberglass Workboat	Sea Ark Utility Oil	\$67,500	\$5,000
9	1990 21' Fiberglass Workboat	Sea Ark Utility Oil	\$67,500	\$5,000
10	1997 16' Fiberglass Passenger Vessel	Carolina Skiff	\$10,000	\$1,000
11	20105 Carolina Skiff / J-1450 with Outboard		\$6,217	\$1,000

*\*Deductible shown is for all covered perils except losses arising out of a Windstorm, in which case a deductible of 5% of value per damaged vessel, subject to a maximum per occurrence aggregate deductible of \$35,000.*

Territories	Vessels
Confined to the inland and coastal waters of the State of Florida within two (2) miles of the shore of the Island of Key West	1, 2, 11
Confined to the inland and coastal waters of the island of Key West not to exceed 10 nautical miles of the shore.	3, 4, 5, 6, 7, 8, 9, 10

Forms include but not limited to:

- Taylor Hull Clauses, including Strikes, Riots and Civil Commotions
- AIMU Chemical, Biological, Bio-Chemical and Electromagnetic Exclusion
- AIMU Extended Radioactive Contamination Exclusion
- Including Overland Transit
- Including Liner Negligence

**Protection & Indemnity Excluding/Including Crew is Available upon request.**



This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



## VESSEL POLLUTION

Term: October 1, 2018 to October 1, 2019

Company: Great American Insurance Company  
(Rated A+ XIV by A.M. Best)

Limits: \$1,000,000 Oil Protection Act  
\$1,000,000 Comprehensive Environmental Response, Compensation & Liability Act

Deductible: None

Vessels:

Vessel #	Description	Name
1	2010 26' Fiberglass Workboat	USA Pumpout Boat
2	2010 26' Fiberglass Workboat	USA Pumpout Boat
3	2014 29' Fiberglass Workboat	Safe Boat
4	2014 18' Fiberglass Passenger Vessel w/ Evinrude Outboard	Mako Flats Boat
5	2003 27' Fiberglass Patrol Boat	Full Cabin Safe Boat
6	2005 32' Fiberglass Police Boat	Donzi w/ Twin Mercury Outboard
7	2004 21' Fiberglass Passenger Vessel	Carolina Skiff
8	1990 21' Fiberglass Workboat	Sea Ark Utility Oil
9	1990 21' Fiberglass Workboat	Sea Ark Utility Oil
10	1997 16' Fiberglass Passenger Vessel	Carolina Skiff
11	2015 Carolina Skiff / J-1450 with Outboard	

Notes of Importance:

- Includes Non-OPA / Non-CERCLA and including State Fines and Penalties.
- 25% Minimum Earned Premium

*This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.*



**This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.**

## MARINA OPERATOR'S LEGAL LIABILITY

Term: October 1, 2018 to October 1, 2019

Company: Great American Insurance Company  
(Rated A+ XIV by A.M. Best)

Covered Locations: Garrison Bight Marina – 1800 N. Roosevelt, Key West, FL  
Key West Bight Marina – 201 William Street, Key West, FL

Exposure Base	Receipts
Slip Rental Receipts	\$4,000,000
Fuel Receipts	\$1,900,000
Haul & Launch Receipts	\$45,000
Total Renewal Receipts	\$5,945,000

*\*Receipts are per expiring. This quote is subject to change upon receipt of projected Gross Receipts for 2018/2019 if they are higher than expiring.*

Coverage	Limit	Deductible
Marina Operator’s Legal Liability (MOLL)	\$1,000,000	\$2,500
MOLL Protection & Indemnity	Included	
Sublimits		
Limited Pollution Extension	\$1,000,000	\$2,500
Marina Operator’s Pollution Liability	\$1,000,000	
Land Storage	Included	

### Warrantees:

- Any contractor or sub-contractor performing repair or maintenance on the premises or on vessels or equipment on the premises, including docks and moorings, shall be required to provide a Certificate of Insurance with General Liability limits of at least \$1,000,000 and name the City of Key West as an additional insured.

### Conditions / Exclusions:

- Chemical, Biochemical, Electromagnetic Exclusion Clause
- Pollution Exclusion
- AIMU Extended Radioactive Contamination Exclusion
- Radioactive Contamination Exclusion Clause (USA Endorsement)
- All liability in connection with or arising out of the existence of houseboats located in any covered Marina, including but not limited to the houseboats themselves, as well as any damage to third party vessels or property arising directly or indirectly from the existence of any houseboats in the covered marinas.
- Strikes, Riots, etc.
- Sue & Labor Clause
- 25% Minimum Earned Premium



## WHARFINGER'S LIABILITY

Term: October 1, 2018 to October 1, 2019

Company: Great American Insurance Company  
(Rated A+ XIV by A.M. Best)

Covered Locations: Ferry Landing – 100 Grinnell Street, Key West  
Cruise Landing – 1 Whitehead Street, Key West  
Commercial Landing – Truman Annex & Thomas Street, Key West

Exposure Base	Receipts*
Ferry Landing	\$314,900
Cruise Landing	\$1,885,800
Commercial Landing	\$2,029,100
<i>*Receipts are per expiring. This quote is subject to change upon receipt of projected Gross Receipts for 2018/2019 if they are higher than expiring.</i>	

Coverage	Limit	Deductible
Wharfinger's Liability	\$2,000,000	\$10,000

Subject to:

- Renewal quote is based upon expiring gross receipts. It is subject to change upon advice of project Gross Receipts for next year if they are higher than expiring.

Terms and Conditions include but are not limited to:

- Condition 7 of the Wharfinger's Legal Liability Policy form is deleted in its entirety and replaced with the Clause below:
  - 7. It is a condition of this insurance that the Insured will **endeavor** to keep accurate records of the date and hour of arrival at and the date and hour of departure from the landing described herein of each vessel at risk hereunder, **but failure to do so shall not prejudice coverage.**
- Exclusions:
  - Pollution Liability
  - Nuclear
  - RACE
  - Economic Trade Sanction Clause
  - Chemical, Biological, Bio-chemical, Electromagnetic Exclusion
- 25% Minimum Earned Premium



---

**OUTER MOLE**

Term: October 1, 2018 to October 1, 2019

Company: Great American Insurance Company  
(Rated A+ XIV by A.M. Best)

Covered Locations: Outer Mole Location

Coverage	Limit	Self-Insured Retention
Excess Liability	\$4,000,000 excess of \$1,000,000	None

Subject to:

- Receipt of underlying liability policy.

Terms and Conditions include but are not limited to:

- 25% Minimum Earned Premium



## ACCIDENTAL DEATH AND DISMEMBERMENT OPTION 1 (National Union/AIG – Incumbent)

Term: October 1, 2018 to October 1, 2019

Company: National Union Fire Insurance Company of Pittsburgh, PA  
(Rated A XV by A.M. Best)

Insured's: Class 1: All Full-Time Law Enforcement Officers of the Policyholder  
Class 2: All full-time Firefighters of the Policyholder  
Class 3: All other law, Administrative, and Dispatchers of the Policyholder

Benefits	Limits	Note
Accidental Death	\$74,801	a) If an Insured is killed while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of firefighter, participating in a training exercise; an additional \$74,801 will be paid. b) If an Insured is killed as a result of an unlawful and intentional act by another person, an additional \$211,581 will be paid.
Accidental Dismemberment	\$74,801	a) If an Insured suffers a dismemberment while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of firefighter, participating in a training exercise; an additional \$74,801 will be paid. b) If an Insured is dismembered as a result of an unlawful and intentional act by another person, an additional \$211,581 will be paid.
Burial Benefit	\$1,000	
Day Care Benefit	\$2,000	Max Years: 2 Due to death and dismemberment
Education Benefit	\$2,000	Max Years: 2 Children or Spouse Undergraduate, Post baccalaureate, Career Certificate
Medical Continuation Benefit	\$5,000	Due to death
Weekly Accident Indemnity	\$100	Benefit Period: 52 weeks, non-retroactive Elimination Period: 7 days Percentage of Salary: 66.67%



---

## ACCIDENTAL DEATH AND DISMEMBERMENT OPTION 1 (National Union/AIG – Incumbent)

Policy forms include but are not limited to:

Form Description	Form Number
Blanket Accident Insurance Policy	C11695DBG-FL
Master Application	C11696DBG (Rev 01/15) – FL
Injury Definition and Exclusions Amendatory Rider	S30399DBG-FL
Florida Statutory Benefit Endorsement	S30404DBG-FL (Rev 8-12)
Florida annual Accidental Death Benefit Adjustment Rider	S30405DBG-FL
Florida Statutory Burial Benefit Rider	S30587DBG-FL
Day Care Benefit Rider	S30588DBG-FL
Florida Statutory Medical Continuation Rider	S30589DBG-FL
Florida Education Benefit Rider	S30590DBG-FL
Weekly Accident Indemnity Rider	S30576DBG-FL
Coverage Territory Endorsement	89644 (7/05)
Amendatory Rider for Dental Claims	S30586DBG-FL
Policy Amendment	S30841DBG-FL
Important Consumer Service Information Regarding Your Insurance	U40002-FL



## ACCIDENTAL DEATH AND DISMEMBERMENT OPTION 2 (ACE/Chubb)

Term: October 1, 2018 to October 1, 2019

Company: ACE American Insurance Company  
(Rated A++ XV by A.M. Best)

Eligibility: All full-time Law Enforcement Officers as defined in Florida Statute 112.19(b), full-time Firefighters as defined in Florida Statute 112.191(b) and all other law, Administrative and Dispatcher employees of the Policyholder who are in Active Service

Coverage:	Limit:
<b>Class 1 Principal Sum:</b>	
In the Line of Duty:	\$72,764*
Fresh Pursuit:	\$72,764*
Unlawful & Intentional Death:	\$205,818*
<b>Time Period for Loss:</b>	365 days from the date of a Covered Accident

*\*The Principal Sum will be increased annually by the Consumer Price Index as set forth by the State Fire Marshall's Office as required by Florida Statutes 112.191(i).*

Covered Activities:	Limit:
<b>Child Care Center Benefit:</b>	
Benefit Maximum:	\$2,000 per year, up to 2 payments per child Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	To Age 13 for each surviving Dependent Child
<b>Child Education Benefit:</b>	
Benefit Amount:	\$2,000 per year Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	2 years
<b>Continuation of Insurance Expense Benefit:</b>	
Benefit Maximum:	\$2,000 Unlawful and Intentional Death & Dismemberment Coverage
Aggregate Maximum Benefit Period For Surviving Spouse & Dependent Child(ren):	5 years



## ACCIDENTAL DEATH AND DISMEMBERMENT OPTION 2 (ACE/Chubb)

<b>Covered Activities cont'd:</b>	<b>Limit:</b>
<b>Disability Benefit (Temporary Total Disability):</b>	
Benefit Amount:	\$100 per week Line of Duty Coverage Fresh Pursuit Coverage Unlawful and Intentional Death & Dismemberment Coverage
Benefit Waiting Period	7 Days
Time Period for Loss:	30 days from the date of the Covered Accident
Maximum Benefit Period:	52 weeks
<b>Funeral and Burial Expense Benefit:</b>	
Benefit Amount:	\$1,000 Unlawful and Intentional Death & Dismemberment Coverage
<b>Spouse Education Benefit:</b>	
Benefit Amount:	\$2,000 per year Line of Duty Coverage Unlawful and Intentional Death Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	3 years

## PREMIUM RECAPITULATION

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b>Hull (Great American)</b>	\$10,027.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>Vessel Pollution (Great American)</b>	\$4,061.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>Marina Operator's Legal Liability (Great American)</b>	\$24,016.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>Wharfinger's Liability (Great American)</b>	\$17,575.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>Outer Mole Excess Liability (Great American)</b>	\$9,500.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>AD&amp;D (AIG - Incumbent) – Option 1</b>			
1-Year Term, Annual Installment	\$6,768.00	<input type="checkbox"/>	<input type="checkbox"/>
2-Year Term, Annual Installment	\$6,430.00	<input type="checkbox"/>	<input type="checkbox"/>
2-Year Term, Prepay	\$12,860.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>AD&amp;D (Chubb) – Option 2</b>			
1-Year Term, Annual Installment	\$6,019.00	<input type="checkbox"/>	<input type="checkbox"/>
2-Year Term, Annual Installment	\$6,019.00	<input type="checkbox"/>	<input type="checkbox"/>
2-Year Term, Prepay	\$11,405.00	<input type="checkbox"/>	<input type="checkbox"/>

**I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)



**Notes of Importance:**

1. Quotes provided in the proposal are valid until 10/1/2018. After this date terms and conditions are subject to change by the underwriters.
2. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
3. Not all coverages requested may be provided in this quotation.
4. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
5. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
6. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.
7. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
8. Higher limits of liability may be available. Please consult with your agent.
9. This proposal is based upon exposures to loss made known to the Public Risk Insurance Agency. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
10. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**



---

## Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insured’s that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

**Questions and Information Requests:** Should you have any questions or require additional information, please contact this office at 386-252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

## Wholesale Business Compensation Disclosure

Wholesale Broker/Managing General Agent: Hull & Company

This intermediary is owned in whole or part by Brown & Brown, Inc., the parent company of Public Risk Insurance Agency. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment.



Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of	<b>I</b>	Less than \$1,000,000
insurance company	<b>II</b>	\$1,000,000 - \$2,000,000
based on their	<b>III</b>	\$2,000,000 - \$5,000,000
capital, surplus	<b>IV</b>	\$5,000,000 - \$10,000,000
and conditional	<b>V</b>	\$10,000,000 - \$25,000,000
reserve funds in	<b>VI</b>	\$25,000,000 - \$50,000,000
U.S. dollars.	<b>VII</b>	\$50,000,000 - \$100,000,000
	<b>VIII</b>	\$100,000,000 - \$250,000,000
	<b>IX</b>	\$250,000,000 - \$500,000,000
	<b>X</b>	\$500,000,000 - \$750,000,000
	<b>XI</b>	\$750,000,000 - \$1,000,000,000
	<b>XII</b>	\$1,000,000,000 - \$1,250,000,000
	<b>XIII</b>	\$1,250,000,000 - \$1,500,000,000
	<b>XIV</b>	\$1,500,000,000 - \$2,000,000,000
	<b>XV</b>	Greater than \$2,000,000,000

Public Risk Insurance Agency always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



## EXPOSURE BASIS UPDATES

Please confirm the list of watercraft is accurate.

Vessel #	Description	Name	Amount Insured
1	2010 26' Fiberglass Workboat	USA Pumpout Boat	\$86,000
2	2010 26' Fiberglass Workboat	USA Pumpout Boat	\$86,000
3	2014 29' Fiberglass Workboat	Safe Boat	\$284,923
4	2014 18' Fiberglass Passenger Vessel w/ Evinrude Outboard	Mako Flats Boat	\$4,000
5	2003 27' Fiberglass Patrol Boat	Full Cabin Safe Boat	\$141,036
6	2005 32' Fiberglass Police Boat	Donzi w/ Twin Mercury Outboard	\$117,575
7	2004 21' Fiberglass Passenger Vessel	Carolina Skiff	\$16,299
8	1990 21' Fiberglass Workboat	Sea Ark Utility Oil	\$67,500
9	1990 21' Fiberglass Workboat	Sea Ark Utility Oil	\$67,500
10	1997 16' Fiberglass Passenger Vessel	Carolina Skiff	\$10,000
11	20105 Carolina Skiff / J-1450 with Outboard		\$6,217

### Marina Operators Legal Liability Receipts:

Exposure Base	17/18 Receipts	18/19 Receipts
Slip Rental Receipts	\$4,000,000	
Fuel Receipts	\$1,900,000	
Haul & Launch Receipts	\$45,000	
Total Renewal Receipts	\$5,945,000	
<i>*Receipts are per expiring. This quote is subject to change upon receipt of projected Gross Receipts for 2018/2019 if they are higher than expiring.</i>		

### Wharfingers Liability Receipts:

Exposure Base	17/18 Receipts*	18/19 Receipts
Ferry Landing	\$314,900	
Cruise Landing	\$1,885,800	
Commercial Landing	\$2,029,100	
<i>*Receipts are per expiring. This quote is subject to change upon receipt of projected Gross Receipts for 2018/2019 if they are higher than expiring.</i>		



This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

**ANTI-KICKBACK AFFIDAVIT**

STATE OF ~~Florida~~

FLORIDA SS:

COUNTY OF ~~MONROE~~ Volusia

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY:

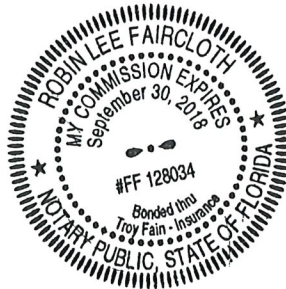
  
Matthew Montgomery  
Executive Vice President

sworn and prescribed before me this 18th day of July, ~~2016~~ 2018



NOTARY PUBLIC, State of Florida

My commission expires: 9/30/2018



CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF Florida)  
: SS  
COUNTY OF Volusia)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Risk Management Associates, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

18th day of July, 20 18.

Robin Lee Faircloth

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/30/2018



**Sec. 2-773. Cone of Silence.**

(a) *Definitions.* For purposes of this section, reference to one gender shall include the

other, use of the plural shall include the singular, and use of the singular shall include

the plural. The following definitions apply unless the context in which the word or

phrase is used requires a different definition:

(1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.

(3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation

regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.

(5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

(1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;



- (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
  - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
  - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
    - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
    - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
  - (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publicly noticed evaluation and/or selection committees;
  - (5) Contract discussions during any duly noticed public meeting;
  - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
  - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
  - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
  - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract,

rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (Ord. No. 13-11, § 1, 6-18-2013)



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )


:

SS COUNTY OF Volusia )

I, the undersigned hereby duly sworn, depose and say that the firm of  
Risk Management Associates, Inc. dba Public Risk Insurance Agency

provides benefits to domestic partners of its employees on the same basis as it provides  
benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:



Matthew Montgomery, Executive Vice President

Sworn and subscribed before me this 18th day of July 2018

Robin Lee Faircloth

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/30/2018



\*The firm has provided employee benefits to same sex domestic partners in Florida. State and Federal laws take precedence.

**SWORN STATEMENT PURSUANT TO SECTION**  
**287.133(3)(A) FLORIDA STATUTES, ON PUBLIC**  
**ENTITY CRIMES**

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

1. This sworn statement is submitted to City of Key West

by

Matthew Montgomery, Executive Vice President

(print individual's name and title)

For

Risk Management Associates, Inc. dba Public Risk Insurance Agency

(print name of entity submitting sworn statement)

whose business address is 220 S. Ridgewood Avenue, Suite 210, Daytona Beach, FL 32114

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

59-2445801

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime:  
or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
- ☒ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.


\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and



the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the

entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
SIGNATURE

7/18/2018  
\_\_\_\_\_  
DATE

STATE OF Florida

COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority  
Matthew Montgomery who, after first being sworn by  
me, (name of individual)  
affixed his/her signature in the space provided above on this  
18th day of July, ~~2016~~ 2018

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 9/30/2018

