



City of Key West

Request For Proposals NO. 25-014

Property and Casualty Insurance Coverage

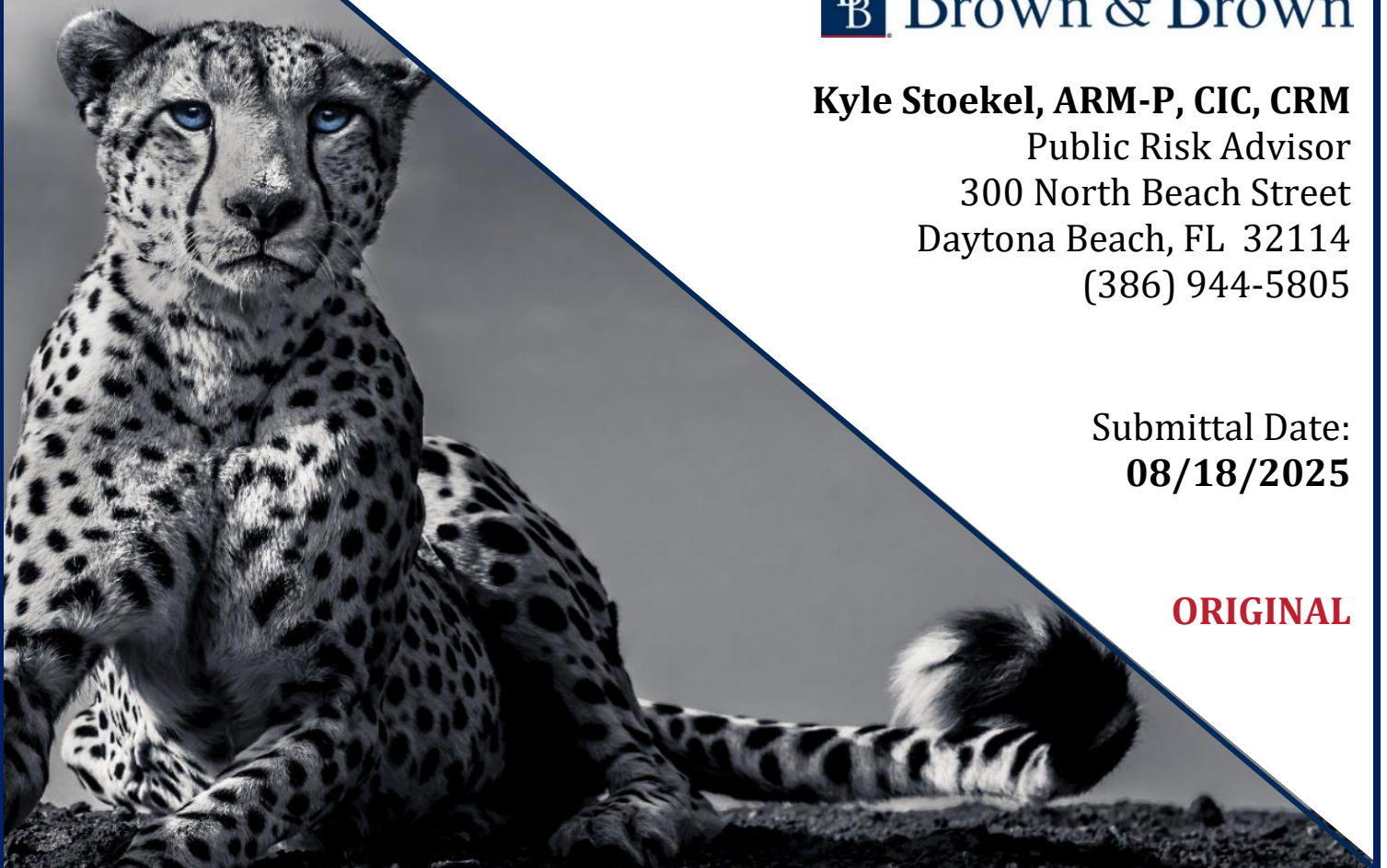
Response Prepared By:
Risk Management Associates, Inc.

 **Brown & Brown**

Kyle Stoekel, ARM-P, CIC, CRM
Public Risk Advisor
300 North Beach Street
Daytona Beach, FL 32114
(386) 944-5805

Submittal Date:
08/18/2025

ORIGINAL



City of Key West
Request for Proposals #25-014
Property and Casualty Insurance Coverage

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On behalf of Risk Management Associates, Inc. (also known as Brown & Brown Public Sector) we are pleased to submit our bid for the City of Key West's Property & Casualty Insurance Coverage solicitation. It is our intent to demonstrate our firm's willingness and ability to meet and exceed the terms requested. Our philosophy is, and always will be, to ***exceed our clients' expectations while maintaining high professional and ethical standards.***

You will find in our response there are many compelling reasons why our team is best suited to serve the City. We are an independent, unbiased brokerage firm and not beholden to any carrier or program. We will be your advocate and consultant on all risk matters. Our objective is to reduce your insurance cost, reduce the City's risk exposure and optimize your risk management program. We are NOT an insurance carrier, nor do we own an insurance carrier (or Trust). Our services and methodologies are solely focused on our clients' needs and not on improving insurance carriers' outcomes.



Public Sector Experience

Our service office works only with public entities, so we are 100% focused on your business every day. **We represent more Florida Governments than any other broker, with over 250 public entity clients.** We also provide a nationwide network of public entity specialists to ensure the best governmental products and services in the country.



State of Florida Presence

The City's proposed service team is located in our Corporate Headquarters in Daytona Beach (300 North Beach Street, Daytona Beach, FL 32114). Serving communities from Key West to the Panhandle, our reach is unmatched within the State!



The A-Team

Kyle Stoekel, ARM-P, CIC, CRM will serve as the City's dedicated Property & Casualty project manager with Michelle Martin, CIC, Sr. Vice President and 30-year industry veteran, serving as Project Oversight. A dedicated Account Executive will be provided to the City as well as a dedicated Loss Control Consultant and Claims Specialist.



Key Partnerships

We are proud to foster relationships with companies and industry experts in local government that will bring value to the City's risk management program.



The Brown & Brown Public Sector team was built 32 years ago from the 1992 acquisition of Risk Management Associates, Inc (RMA). Our public sector team consists of 24 highly specialized insurance advisors trained to deliver industry-leading brokerage services to public entities in the State of Florida. For over 30 years, we have continuously refined that specialization and enhanced our services enroute to becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits advisement and insurance services to over 250 Florida governments, including more than 100 Cities, Counties and School Boards. We enjoy the advantages of being in a niche segment of the industry while having access to all the resources of our corporate parent.

Our team delivers industry-leading results and administrative services. The key components of our service offering include the following:

- » Risk Management Program Philosophy- Short and Long-term Planning Objectives
- » Risk Exposure Identification and Analysis
- » Insurance Program Design, Marketing, and Placement within Budgetary Objectives
- » Unfettered Market Access
- » Enterprise Risk Management Consulting
- » Claims Advocacy – Onsite Disaster Claims
- » Concierge-Level Service and Administrative Support
- » Coordination and Resources
- » Safety & Loss Control and Claims Mitigation Strategies
- » Insured Asset Schedule Management
- » Communicate Legislative Impacts, Industry Trends and Market Conditions

Our 85-year growth has pushed our company beyond 495 offices nationwide, housing more than 23,000 teammates that are responsible for the design, placement, and servicing of annual insurance premiums exceeding \$25 Billion. In Florida, more than 60 offices and 3,500 teammates.

Our desired position is to be your advocate and consultant on all risk matters. Our objective is to reduce your insurance cost, reduce the City's risk exposure and optimize your risk management program. Our services and methodologies are solely focused on our clients' needs and not on improving insurance carriers' outcomes

As a result of these efforts, we have secured a very competitive insurance program, which includes over \$980,000 in savings over the current program, with DEDICATED property limits.

Detailed Cost to the City - Our insurance proposal offers many benefits, including:

- ✓ **28% premium savings resulting from aggressive marketing**
 - No additional premiums for year-end liability audits
 - Robust Loss Control Services included at NO COST to the City

The person authorized to make representations for RMA (Brown & Brown Public Sector) is Mr. Matthew Montgomery. Contact information for Mr. Montgomery is as follows.

Sincerely,



Matthew Montgomery
Executive Vice President
300 N. Beach St., Daytona Beach, FL 32114
Matt.Montgomery@bbrown.com
(386) 239-7245 Direct Office
www.bbrown.com

Exception to Exhibit “A”

After review of Exhibit “A” Minimum Insurance Requirements, Brown & Brown Public Sector agrees to The City being included as an additional insured on the General Liability policies only.

Tab 1

Qualifications of Firm

Tab 1: Qualifications of Firm

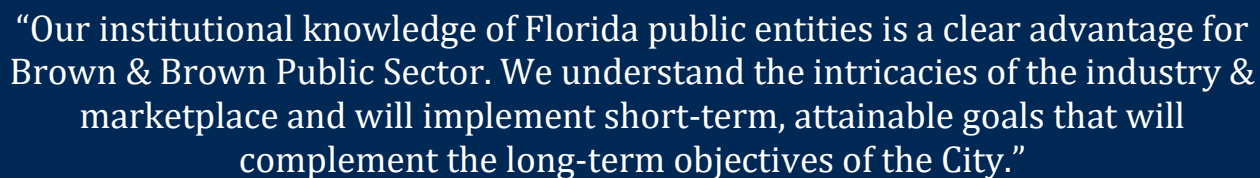
Provide a statement of your qualifications. Identify your firm's capability and experience on similar assignments, particularly for municipalities. Include a description of the firm, its organizational structure, the location of the principal offices and the location of the office that would manage the services.

Servicing Office

Brown & Brown was founded in 1939 as a two-partner firm and has risen to become one of the largest insurance brokerages in the world. With a team that is as connected locally as it is around the world, Brown & Brown provides the personalized, dedicated service you want from a boutique agency while delivering the peace of mind that you expect from a top brokerage. Our specialized Public Entity team is based out of our Daytona Beach corporate headquarters and is responsible for more than \$400M of Florida based insurance premiums. The Brown & Brown Public Sector team is proposing to do all work for the scope of this RFP out of our office in Daytona Beach. We do have many Brown & Brown offices in Florida which can be utilized for any ad hoc purposes where local resources may prove beneficial. However, Brown & Brown Public Sector's business model, and office, is designed to serve our public entity clients from the Florida Keys to the Panhandle.

Powered by a culture that values high performance and perseverance, Brown & Brown is the most efficient operating platform in the insurance brokerage business. We consistently deliver high-quality solutions and services to a broad array of customers. Our culture is built on integrity, innovation, superior capabilities, and discipline. We view insurance differently and use our experience, carrier relationships, and principled customer focus to deliver first-class service and solutions.





Our Experience & Success

Our team currently controls the insurance programs for more than **100 Cities, Counties and School Boards in Florida**. We are confident in our ability to seamlessly and quickly transition the City back to the highest levels of services, consulting and results. We specialize in risks similar to the size and scope of the City of Key West and the clients below are our just some of our public entity accounts with which we have worked with over the past three years.

- » City of Marathon
- » City of Miami
- » Palm Beach County
- » City of Ft. Lauderdale
- » Town of Highland Beach
- » Town of Davie
- » City of Parkland
- » City of Daytona Beach
- » City of Daytona Beach Shores
- » City of New Smyrna Beach
- » City of Palm Bay
- » City of Ocala
- » City of DeLand
- » City of Edgewater

The clients below are our some of our additional public entity accounts throughout the State of Florida with which we have worked directly over the past three years.



- » The State of Florida
- » Flagler County
- » Hillsborough County
- » Lee County
- » Collier County
- » Brevard County
- » Marion County
- » Volusia County
- » City of Ocala
- » Town of Ponce Inlet
- » City of Sarasota
- » City of Tallahassee
- » City of Naples
- » City of Punta Gorda
- » City of South Daytona
- » City of Holly Hill
- » City of St. Cloud
- » City of Jacksonville
- » Leon County Schools
- » Osceola County Schools
- » Collier County Schools
- » Lee County Schools
- » Pasco County Schools
- » Hillsborough Area Transit

Florida Public Entity Footprint

Public Entity Overview

The Brown & Brown Public Sector team is a highly specialized unit of insurance advisors 100% trained to deliver industry-leading brokerage services to public entities in the State of Florida.

Since 1992, we've continuously honed our expertise and expanded our service offerings, establishing ourselves as Florida's leading insurance brokerage for public entities



Our clients purchase an excess of \$400 Million in annual insurance premiums.

This includes large, complex Risk Management Programs such as the Cities of Miami, Sarasota, Tallahassee, Jacksonville, Fort Lauderdale, Ocala, and the Counties of Palm Beach, Volusia, Flagler, Collier, and Hillsborough.

We have proven over 8 decades of service to local governments that we are a highly organized and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients.

Our strong reputation was built by empowering our governmental clients to outperform their industry peers, lower total cost of risk, and enhance risk management programs - all within annual budgetary constraints. We serve those who serve the public.

Powered by a culture that values high performance and perseverance, Brown & Brown is the most efficient operating platform in the insurance brokerage business. We consistently deliver high-quality solutions and services to a broad array of customers. Our culture is built on integrity, innovation, superior capabilities, and discipline. We view insurance differently and use our experience, carrier relationships, and principled customer focus to deliver first-class service and solutions.

Tab 2

Experience of Team

Tab 2: Experience of Team

List the key personnel and their individual responsibilities on this assignment. Include the extent of each person's participation and their related experience. Indicate the approximate percentage of the total work to be accomplished by each individual. List all subcontracted services and third-party administrators (TPAs), attorney firms, managed care arrangements, and vendor service providers.

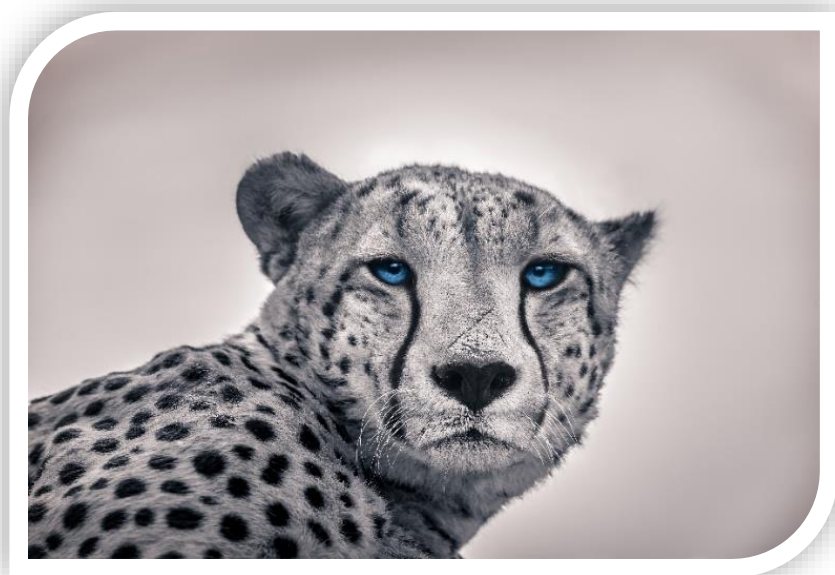
Proposed Service Team

The table below includes the proposed, dedicated service team for the City of Key West. Our team handles risk management and insurance exclusively for public entities across the State of Florida. Our entire team of insurance professionals is cross-trained and educated on all accounts, which provides continuity and exceptional service standards.

Key Service Team Member	Responsibilities for City of Key West
Matthew Montgomery Executive Vice President 20 Years of Experience	<ul style="list-style-type: none"> * Executive oversight of servicing office * Authorized to execute contracts * Executive level communications and presentations * Communicate legislative developments
Kyle Stoekel, ARM-P, CIC, CRM Public Risk Advisor 10 Years of Experience	<ul style="list-style-type: none"> * Oversee/Execute all aspects of insurance program placements and broker services * Risk management consultation * Creation and assembly of reports * Program analysis, negotiations, and placement. * Claims review and response advocate, overall program implementation
Michelle Martin, CIC Sr. Vice President/Public Risk Advisor 35 Years of Experience	<ul style="list-style-type: none"> * Additional support for all aspects of insurance program placements and broker services * Risk management consultation * Oversees technical approach, strategy, program review, analysis, insurance program design, marketing and negotiations
Tiffany Hill Client Services Leader 10 Years of Experience	<ul style="list-style-type: none"> * Oversees process management * Guides the service team in maintaining high standards and addressing key service needs as they arise * Maintains quality control standards * Development of customer service resources
Melody Blake, ACSR Senior Public Risk Specialist 30 Years of Experience	<ul style="list-style-type: none"> * Daily communication and policy servicing * Lead account manager to perform Service and Marketing * Quote/Binder/Policy review for accuracy * Invoicing, certificates and general inquiries * Property, Auto and Inland Marine schedule maintenance

Key Service Team Member	Responsibilities for City of Key West
Taylor Brodeur Public Risk Specialist 3 Years of Experience	<ul style="list-style-type: none"> * Senior account manager backup to assist in Service and Marketing * Quote/Binder/Policy review for accuracy * Invoicing, certificates and general inquiries * Property, Auto and Inland Marine schedule maintenance
Jessica Conway Public Risk & Claims Specialist 3 Years of Experience	<ul style="list-style-type: none"> * Certificates of insurance and issuance * Claims reporting and file management * NFIP Flood program policy administration * National Flood Insurance Program (NFIP) specialist * Other daily servicing duties
Pam Hancock Senior Safety and Loss Control Director 25 Years Experience	<ul style="list-style-type: none"> * Preferred Governmental Insurance Trust Loss Control * Oversight of In-house Loss Control & Training Resource * Expert in safety and loss mitigation techniques and loss trending / recommendations * Available on-site

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers and lower their cost of risk; all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients and their staff.



Individual Resumes

Resumes of all key personnel within the team shall be provided. Each resume shall not exceed two (2) pages in length.

Proposed Key Teammates

EDUCATION, LICENSES,
& CERTIFICATIONS

- Florida State University, Bachelor of Science, Philosophy
- State of Florida, 2-20 General Lines License
- State of Florida, 2-15 General Lines License

CONTACT

Matt Montgomery
Executive Vice President
Matt.Montgomery@bbbrown.com
O (386) 239-7245
300 North Beach Street
Daytona Beach, FL 32114



MATT MONTGOMERY
Executive Vice President

Experience

Mr. Montgomery leads Brown & Brown Public Sector with nearly 20 years of experience in Federal and State Government. Matt’s expertise is particularly valuable for direct assistance with government agencies, presentations to executive staff and Boards, and other executive meetings as needed. Matt also provides high-level support to all aspects of client services.

Scope of Responsibility for the City of Key West

Matt will provide executive oversight to the City.

EDUCATION, LICENSES, & CERTIFICATIONS

- University of Florida, Bachelor of Science, Interdisciplinary Studies
- State of Florida, 2-20 General Lines License
- The Institutes, Associate in Risk Management- Public Entity (ARM-P)
- Society of Certified Insurance Counselors (CIC)
- The National Alliance, Certified Risk Manager (CRM)

SKILLS

- Catastrophe Modeling Interpretation and Analysis
- Property Insurance Benchmarking
- Exposure Analysis and Evaluation
- Contract Review and Recommendation
- Risk Transfer & Retention Evaluation and Recommendation
- Workers Compensation Class Code Audit

CONTACT

Kyle Stoekel
Public Risk Advisor
Kyle.Stoekel@bbrown.com
C: (386) 405-2444
300 North Beach Street
Daytona Beach, FL 32114



KYLE STOEKEL, ARM-P, CIC, CRM

Public Risk Advisor

Experience

Kyle Stoekel has 10 years of government experience including managing Public Entity programs and providing high level risk management and insurance expertise. His experience includes leading service and marketing teams, data analytics, stewardship reporting, providing contract review & recommendations. Kyle has experience leading, negotiating, and placing Public Entity property programs ranging from \$500M to \$2B in TIV. He is based in the Daytona Beach, FL corporate headquarters.

Kyle holds a Bachelor of Science from the University of Florida and has earned three industry specific, professional designations. Kyle is also involved in business and client interests via industry organizations, including PRIMA, FCCMA, FPHRA, FLC and RIMS.

Scope of Responsibility for the City of Key West

Throughout the contract, Kyle will serve as the project manager for the City's risk management program, providing insurance submissions, design, marketing, negotiations, and presentation. He will be available day to day for contract review, asset analysis, coverage questions, and any other request from the City.

- » Insurance and self-insurance program and policy design
- » Local government financing and budgeting
- » Public entity law (FL Statutes, procurement, court rulings, contractual liability, etc.)
- » Contractual insurance requirements and Certificate of Insurance (COI) review
- » Builders Risk Advisor and Procurement Specialist

Kyle serves as the lead insurance consultant for the following entities:

- » Highlands County
- » Collier County
- » City of Palm Bay
- » City of Punta Gorda
- » City of Ocala
- » City of Marathon
- » City of Indian Harbour Beach
- » Brevard County
- » Town of Highland Beach

EDUCATION, LICENSES, & CERTIFICATIONS

- University of Central Florida, Bachelor of Arts, Business Administration/Finance
- Certified Insurance Counselor (CIC)
- Risk Management for Public Entities (RMPE)
- State of Florida, 2-20 General License
- 20 years of Florida Public Entity Insurance Experience
- 30 years of Insurance Brokerage experience

SKILLS

- Placement and Design on large multi-layered property programs
- Large multi-layered property design and placement
- Insurance and self-insurance program and policy design
- Local government financing and budgeting
- Public entity law
- Claims advocacy with extensive hurricane experience

CONTACT

Michelle Martin, CIC
Senior Vice President
Michelle.Martin@bbbrown.com
C (386) 239-4047
300 North Beach Street
Daytona Beach, FL 32114



MICHELLE MARTIN, CIC

Senior Vice President

Experience

Michelle is a lead consultant on Palm Beach County, the State of Florida, City of Miami and Lee County, Lee Schools, Collier County and Collier Schools. Michelle's professionalism and expertise in the industry has been exemplified by her commitment to and representation of Florida self-insured governmental entities over the past 20 years. It is important to note that Michelle's workload has been tailored to provide the extra attention deserved by our VIP accounts.

Scope of Responsibility for the City of Key West

Michelle will serve as additional support to the project managers in the rare event they are unavailable. Her 20 years of Public Entity risk management allow her to seamlessly step in when needed.

EDUCATION, LICENSES, & CERTIFICATIONS

- University of Massachusetts Amherst, Bachelor of Science, Hospitality and Tourism Management
- State of Florida, 2-15 General License
- Group Benefits Disability Specialist (GBDS)

SKILLS

- ERISA compliance expertise
- ACA and DOL requirements
- Employee Benefits Account Management
- Carrier and Plan Implementation
- Population Health Programming
- Client Communications
- Open Enrollment Planning and Facilitation

CONTACT

Tiffany Hill
VP Client Services
Tiffany.Hill@bbrown.com
C (413) 237-9537
300 North Beach Street
Daytona Beach, FL 32114



TIFFANY HILL, GBDS

Vice President, Client Services

Experience

Tiffany Hill leads the Brown & Brown Public Sector service team and brings 10 years of experience in both Employee Benefits as well as Human Resources Management and has six years

of experience in Training and Development Management in both a union and non-union environment.

She has a variety of experience in the employee benefits space including account management, employee engagement, wellness consulting, and leadership roles.

Scope of Responsibility for the City of Key West

Tiffany serves as the Client Services Leader for both the Property & Casualty and Employee Benefits teams. She oversees all escalated service inquiries and concerns, ensuring timely and effective resolution. In addition, Tiffany is responsible for the development and maintenance of operational workflows, procedures, internal controls, and training programs to support team efficiency and service excellence.

Tiffany provides supervisory responsibility for the City's service team.

EDUCATION, LICENSES, & CERTIFICATIONS

- Daytona State College, Bachelor of Business Management, Psychology
- State of Florida, 2-20 General Lines License

CONTACT

Taylor Brodeur
Public Risk Specialist
Taylor.Brodeur@bbrown.com
O (386) 361-5225
300 North Beach Street
Daytona Beach, FL 32114

EDUCATION, LICENSES, & CERTIFICATIONS

- Accredited Customer Service Representative (ACSR)
- State of Florida, 2-20 General Lines License

CONTACT

Melody Blake
Sr. Public Risk Specialist
Melody.Blake@bbrown.com
O (386) 239-4050
300 North Beach Street



TAYLOR BRODEUR
Public Risk Specialist

Experience

Taylor has 3 years of Florida public entity experience handling mid-size to large clients. Her main responsibilities include requests for certificates of insurance, policy changes and endorsements, claims management, and other daily servicing duties.

Scope of Responsibility for the City of Key West

- » Proposal/Binder/Policy delivery
- » Invoicing, Certificates, and general inquiries
- » Audits and premium adjustments
- » Property, Auto and Inland Marine Schedule maintenance
- » Provide up-to-date Schedules of Insurance coverage
- » Creation and assembly of reports, claims data and loss history summaries
- » Securing alternative needs such as performance bonds, additional coverages, etc.



MELODY BLAKE, AS CR
Senior Public Risk Specialist

Experience

Ms. Blake will serve the City's day-to-day service point of contact. She is highly familiar with municipalities similar to the City's program and well versed in responding to the service requests, issuing certificates of insurance, maintaining property, vehicle, and equipment schedules, claims handling as well as general requests for service. Melody has been in the insurance industry for 30 years and boasts an impressive record of accurate, quality service and routinely receives accolades from her clients. She currently handles some of Brown & Brown Public Sector's largest and most complex clients and is well trained and experienced in handling custom self-insured insurance programs.

Scope of Responsibility for the City of Key West

Melody will serve as backup and additional support to Ms. Brodeur.

EDUCATION, LICENSES, & CERTIFICATIONS

- Stetson University, Bachelor of Science, Public Health
- State of Florida, 2-20 General Lines License

CONTACT

Jessica Conway
Public Risk & Claim Specialist
Jessica.Conway@bbrown.com
O (386) 333-6001
300 North Beach Street
Daytona Beach, FL 32114

EDUCATION, LICENSES, & CERTIFICATIONS

- Bristol College, Computer Science and Programming
- Peducah Community College, Marketing & Business Management
- OSHA 10 hour general industry

CONTACT

Pamela Hancock
Director of Loss Control Services
phancock@publicrisk.com
C (321) 960-3432
PO Box 958455
Lake Mary, FL 32746



JESSICA CONWAY

Public Risk & Claims Specialist

Experience

Jessica specializes in the review and processing of certificates of insurance, NFIP flood program policy administration, and claims administration and reporting. She will be providing support to the City's service team.

Scope of Responsibility for City of Key West

Jessica will handle requests for certificates of insurance and issuance, claims reporting, claims file management, NFIP Flood program policy administration, and other daily servicing duties. She will also provide backup for Certificate related questions and other administrative projects.



PAMELA HANCOCK

Senior Risk Control Consultant

Experience

Pam is a Senior Safety and Loss Control Manager offering more than 25 years of experience. She has worked primarily with governmental entities during her career, with the last 15 years with Public Risk Underwriters of Florida, Inc. Her experience includes

working in program development, marketing, training and liaison between members and Underwriting, Claims and of course Risk Management. She is a Certified ADA Coordinator and has completed the 10-hour OSHA Outreach Training course in General Industry Safety and Health. Pam also completed the Fundamentals of Employment Law with State College of Florida. Her educational background is in business and computer programming. She is an active member of Southwest Florida PRIMA, as well as a Professional Member of the American Society of Safety Professionals (ASSP). In her role, she provides safety training, program/policy development, safety committee oversight, performs claims reviews, trending analysis and inspections. With an emphasis on education and a deep understanding of the claims process, Pam has become a valuable resource to Preferred members.

Scope of Responsibility for City of Key West

As the senior safety and loss control manager for the Brown & Brown Public Sector team, Pam will provide oversight to the City's safety programs and initiatives. Pam will also assist the loss control and safety data, reports, and training materials as needed.

Tab 3

Provided Services

Tab 3: Provided Services

In addition to the information requested in the Scope of Services please provide the following:

a) Statement of proposer's understanding of governmental entity/municipal insurance coverages and risk services

Our team currently controls the risk management programs for more than **250 public entities in Florida**. We are confident in our ability to seamlessly transition the City and provide high quality service and results.

Understanding the City's Risks, Exposures and Financial Goals Continual Analysis

Constant communication and understanding of the rapidly changing risk exposures are critical to our ability to provide the most effective risk management program. The first step of our renewal management process is to discern exposure facts and the City's needs for risk transfer and retention options.

Risk identification and exposure analysis are the foundation of our risk management program design recommendations. An overview of this critically important function includes the following major objectives:

- » Discuss insurance options available via our superior carrier relationships, specialist wholesale/surplus lines, reinsurance, non-domestic partner brokers, captive management, and other special programs
- » Self-insurance and Risk-transfer strategies developed with staff.
- » Develop quality relationships with key underwriters. If desired by the City, we will coordinate face-to-face meetings with staff and key underwriters and other important industry experts. We currently coordinate such meetings for our clients, including at your, ours, or their location(s), off-site at in- or out-of- state conferences, including the facilitation of significant London or Bermuda relationships.
- » Aggressive negotiation skills and market management employed to generate insurance options within entire marketplace – not just one or two favored markets.
- » Use of claims analysis and predictive/statistical analytics presentations to market.
- » Develop underwriting narratives highlighting City staff qualifications, use of risk control techniques and other favorable underwriting information not requested on applications to produce a superior market submission.

While premium is a large portion of the City's Total Cost of Risk (TCOR), one of the other major components is the cost of retentions or uninsured losses. We believe a critical review of the policy and structure of the placement will lead to a lower TCOR for the City.

A few techniques and resources utilized for this important facet of our services include:

- » Evaluation of critical operations and conduct discussions concerning risk factors, including but not limited to Storm Resiliency, Flood Mapping Changes, FEMA Eligibility and Service Interruptions.
- » Interviews and discussions with various City staff and departments, including assistance with data collection required for insurance applications.
- » On-site inspections.
- » Annual Catastrophic modeling (including **AIR & RMS**, plus enhanced analytics).
- » Loss trend analysis and recommendation of loss control resources.
- » Review valuations and encourage COPE updates for property exposures. Specifically tracking updates for existing buildings, including roof updates, is impactful to your modeling and underwriter perception.
- » Manage Property Appraisal contract with reputable independent property appraisers. This includes coordination of inspections, trending, reconciliation of results, and communication with insurers.

Brown & Brown Public Sector routinely submits a budget estimate for all lines of insurance as well as recommendations for insurance or self-insurance solutions for new exposures.

Exposure Analysis & Gap Identification

Evaluating risk exposures is an ongoing focus as different risk exposures emerge frequently. Our analysis method involves a detailed structured identification of current and future loss exposures. We conduct a formal submission process annually prior to negotiating new and renewal coverage.

We use risk identification and exposure analysis as the foundation of our risk management program design and to analytically base our recommendations. We provide objective and subjective analysis so that you can make informed decisions.

Exposure Identification processes include:	
1. Retention, coverage, and sublimit review	✓
2. Site inspections/Engineering Reports	✓
3. Review current/prior insurance applications	✓
4. Complete insurance company applications	✓
5. Policy and procedure manuals	✓
6. Contractual obligations- lenders, lessors, bonds, etc.	✓
7. Safety policies and loss prevention protocol	✓
8. Research (your website and local sites)	✓

9. Financial records review (CAFR, Budget documents, etc.)	✓
10. Loss Runs Reports/Claims review	✓
11. Current program analysis and review (coverage forms and policies)	✓
Property Specific Exposures	
Time Element/Financial Loss review	Property in the Open considerations
Property Appraisal Review	Catastrophic wind, flood, & storm surge models
FEMA Stafford Act- Flood Zone Determination/ Flood Audit	FEMA Commitments
Casualty Specific Exposures	
Experience Modification Factor Review	Retention Analysis

Property – We run (PML) models annually for each large client to evaluate the large loss centers and the flood probabilities. We will provide the City with current AIR catastrophic modeling results at each property renewal to identify specific locations that may suffer large loss or operation centers that may experience interruption.

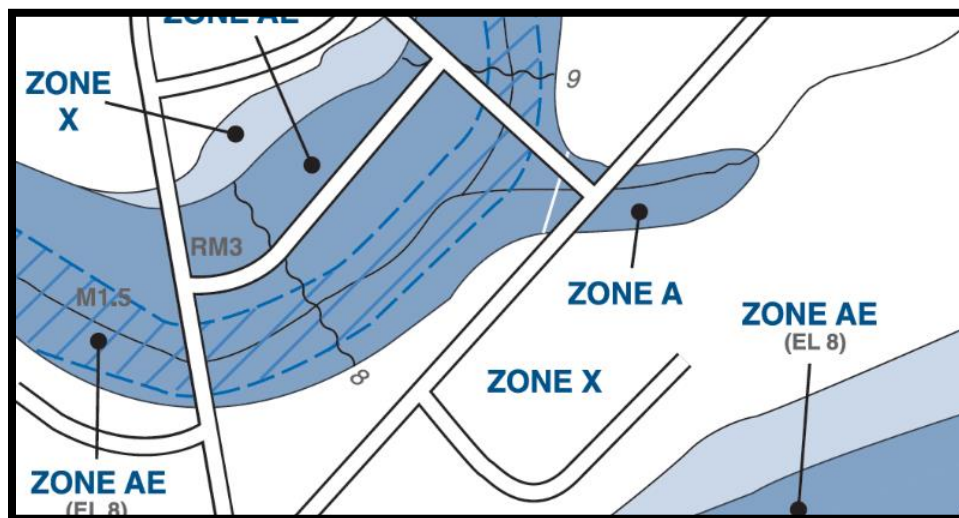
We collect detailed property data relative to wind resistance for all locations. Our process involves identifying the roof covering, roof geometry, roof age and roof strapping (if any) of these locations. This additional data significantly increases the accuracy of PML models, which in turn better identifies and measures an insured's exposure to loss. This is further used to negotiate better terms and conditions with carriers. Without the additional roof information, the PML model will default to a higher value and thereby increase the PML value resulting in higher premiums.

We also evaluate the need for and the proper levels of often overlooked property coverages such as: extra expense, errors & omissions, increased cost of construction (building ordinance), equipment floaters, demolition costs, debris removal, utility interruption, pollution clean-up, property-in-the-open, builders' risk, etc.

We accomplish all the above through various techniques, processes, and tasks such as:

- Property Site Inspection and Building Appraisals
- Catastrophic wind, flood, and storm surge models
- Research (City website and local sites visits)
- Financial Record Research (CAFR, Budget)
- Loss Run Reports
- Current Program Analysis and Review (Coverage Forms and Policies)

Flood Audit – This is a unique process that we have developed to keep up with FEMA's rate, rule, and flood mapping changes. We regularly review anticipated flood zone changes (which can employ a variety of methods) to determine impact to structures located in Special Flood Hazard Areas (SFHA's). The importance of this exercise is to determine and communicate the implications of FEMA and the Stafford Act to our clients.



Liability Loss Exposures – Thoroughly identifying these exposures can be complex due to the broad litigious nature of citizens and businesses. However, we have seen many types of lawsuits and possess an intimate knowledge of the State and Federal Statutes that govern public entity operations and personnel. Consequently, our advice, counsel and recommendations are based on actual claims occurring here in Florida and many years of assisting other clients with similar issues.

The basic methods of identifying exposures include claims analysis, review of financial reports, understanding of all operational functions, evaluating current and future contractual obligations, identifying key personnel, reviewing lease and other contracts, reviewing the City's policies and procedures manuals, and general practices.

Workers' Compensation – Methods include analysis of loss run reports, financial reports, actuarial reports, incident reports and interviews with key personnel and management. We also review the return-to-work programs, disciplinary procedures and safety programs that are currently in place. Analytics play a large role in rate determination and retention levels. Internally we evaluate numerous factors, trends, and total cost of risk to determine the best risk retention and transfer levels that minimize the City's financial exposures both long and short-term.

Below is an example of one of our advanced analytical tools for workers' compensation risks. This report identifies departments or specific job functions that perform better or worse than their peers in Florida. Actual losses over a three-year period are compared with the expected or average losses as determined by the State of Florida. This information can be used to tailor loss control efforts for maximum return-on-investment.

Class Code	Class Code Description	Estimated Payroll	2023 Expected Loss Ratio	Expected Annual Loss	Actual Losses 22-23 as of -Sept 2	Actual Losses 21-22	Actual Losses 20-21	Actual Losses 19-20	Average Actual Losses	Ratio Avg to Expected
5509	Street or Road Maintenance	\$ 739,493	3.67	\$ 27,139	\$ 700	\$ -	\$ 1,209	\$ 253	\$ 634	0.02
7520	Waterworks	\$ 286,591	1.24	\$ 3,554	\$ -	\$ 521	\$ -	\$ -	\$ 153	0.04
7580	Sewer Operations	\$ 441,949	1	\$ 4,419	\$ 17,468	\$ -	\$ 1,238	\$ 1,055	\$ 5,795	1.31
7704	Firefighters	\$ 2,897,042	2.1	\$ 60,838	\$ 64,200	\$ 79,172	\$ 1,277	\$ 186,403	\$ 97,083	1.60
7720	Police	\$ 2,997,474	1.44	\$ 43,164	\$ 61,876	\$ 74,526	\$ 43,523	\$ 12,765	\$ 56,507	1.31
8380	Automobile Repair	\$ 348,042	1.1	\$ 3,828	\$ 495	\$ 58,504	\$ 1,495	\$ 14,950	\$ 22,124	5.78
8810	Clerical Office Employees	\$ 3,807,797	0.08	\$ 3,046	\$ 31,500	\$ 21,464	\$ 41,537	\$ 7,363	\$ 29,872	9.81
9015	Buildings-Operation	\$ 272,951	1.71	\$ 4,667	\$ -	\$ 1,436	\$ -	\$ -	\$ 421	0.09
9060	Golf, Country Club	\$ 798,759	0.8	\$ 6,390	\$ 927	\$ 5,255	\$ 16,788	\$ -	\$ 6,736	1.05
9102	Parks NOC	\$ 894,481	1.71	\$ 15,296	\$ -	\$ -	\$ 7,081	\$ 4,947	\$ 3,527	0.23
9220	Cemetery Operations	\$ 125,526	3.15	\$ 3,954	\$ 6,961	\$ -	\$ -	\$ -	\$ 2,041	0.52
9403	Garbage Collection	\$ 775,780	2.33	\$ 18,076	\$ 1,559	\$ 4,289	\$ 8,235	\$ 1,732	\$ 4,638	0.26
9410	Municipal NOC	\$ 292,516	1.26	\$ 3,686	\$ -	\$ -	\$ -	\$ -	\$ -	0.00
		\$ 14,678,401		\$ 198,057	\$ 185,686	\$ 245,167	\$ 122,383	\$ 229,468	\$ 175,079	

Data Management & Exposure Identification Tools



Our experienced staff assists in managing and creating the database for submission to insurers, including Property, Automobile, and Inland Marine schedules. Our goal is to have no administrative impact on the City. We accurately maintain and update all the City's schedules and make them available in real time for the City to review.

Brown & Brown Public Sector's benchmarking and analytics tools allow us to provide customers with market insights helping to make more informed decisions about premiums, limits, and retentions.

Analytics tools include:

- » Workers' compensation experience modification analysis
- » Property catastrophe modeling
- » Loss forecasting analysis
- » Public entity benchmarking (example below)

Property Insurance Benchmark Report



Total Insured Value	Loss Limit	Wind Limit	Premium	Wind Ded	24/25 Rate	Rate Change
\$872,607,761	\$150,000,000	\$35,000,000	\$4,067,946	5%	\$ 0.466	+1%
Total Insured Value	Loss Limit	Wind Limit	Premium	Wind Ded	24/25 Rate	
\$1,911,557,508	\$115,000	\$90,000,000	\$6,986,917	5%	\$ 0.37	-13.8%
Total Insured Value	Loss Limit	Wind Limit	Premium	Wind Ded	24/25Rate	
\$344,017,645	\$25,000,000	\$25,000,000	\$1,316,887	5%	\$ 0.38	+5%
Total Insured Value	Loss Limit	Wind Limit	Premium	Wind Ded	24/25 Rate	
\$255,800,758	\$75,000,000	\$50,000,000	\$1,623,802	5%/\$250k Min	\$ 0.63	+6%
Total Insured Value	Loss Limit	Wind Limit	Premium	Wind Ded	24/25 Rate	
\$592,652,914	\$50,000,000	\$40,000,000	\$3,619,174	\$5,000,000	\$ 0.61	+25.6%
Total Insured Value	Loss Limit	Wind Limit	Premium	Wind Ded	24/25 Rate	
\$474,723,259	\$75,000,000	\$75,000,000	\$4,545,722	5%	\$ 0.96	+13.6%

Our team assists in scrubbing/reconciling property appraisals and implementing new values. We also will provide annual advice on trending of values, and will help coordinate appraisal services.

b) Statement indicating how the proposer, is at a minimum, able to meet all of the principal areas defined in the RFP's Scope of Services

Brown & Brown's experience uniquely positions us to fulfill the Scope of Services with a high level of expertise and professionalism. Our proven capabilities consistently exceed expectations and set a benchmark for service excellence across the State. All City service requirements are customarily provided by our firm to our clients and are within our normal customer delivery model.

Our entire team of insurance professionals is cross-trained and educated on all accounts, which provides continuity and exceptional service standards. Our proactive approach includes establishing a calendar of events with our clients which maintains the insurance program in real-time and assures that we are aware of and available for important meetings, events, and deadlines including communication expectations and reporting requirements. It is our service model to immediately identify and document client expectations and to meet those needs on a daily and ongoing basis. The following page provides an example of the timing and expectations of our typical renewal process.

Insurance Renewal Timeline

150-120 days prior to EACH policy expiration

- » Initiate Marketing Process
- » Current market conditions analysis
- » Estimate changes in cost – self-insured and risk transfer
- » Discuss Budget Constraints and Goals
- » Written request for underwriting data
- » Assist in collection of risk exposure information
- » Establish competitive markets to be approached
- » Identify desired coverage, terms, and conditions goals

90 to 120 Days prior to policy expiration

- » Approval of Submission to risk-transfer/insurance markets by client
- » Submit underwriting data to chosen and/or all interested carriers
- » Update Risk Management on progress and early pricing and coverage term indications

60 to 90 days prior to policy expiration

- » Update of quotes received and markets approached
- » Cost of Risk Analysis - Liability
- » Catastrophic Modeling Results - Property
- » Develop recommendation for most effective program

30 to 60 days prior to policy expiration

- » Attend Meetings and Workshops
- » Assist in preparation of Board Agenda items
- » Complete required signed documents
- » Submit Requests to Bind to chosen carriers

Inside 30 days prior to policy expiration

- » Request, Review and Issue Binders
- » Issue any recurring Certificates of Insurance
- » Issue Invoices – with special instruction for timing of payments as needed
- » Issue Binders

30 to 60 days after policy inception

- » Re-issue any expired binders
- » Review, correct and issue policies

Ongoing

- » Daily Policy Maintenance and Client Service Requests
- » Claims Reporting and Advocacy
- » Aggregate and Large Claim Reviews
- » Property appraisal management and implementation
- » Maintain, Update and Scrub Property Statement of Values data
- » Stewardship Reports
- » Provide Analytics, including Cat Modeling
- » Review Risk Management Policies
- » Inspection/Loss Prevention Program Implementation
- » Flood Zone Audits for Property
- » Market Trend and Emerging Markets Identification
- » Legislative Change Tracking
- » Industry News Communications
- » Other Special Projects as agreed, including Contractual Risk Transfer/Vendor Contracts
- » Vendor Certificate of Insurance Review

Family of Resources

Brown & Brown's decentralized structure is unique in that it allows each of our subsidiaries to create exceptionally unique service models designed to deliver customized results for each our clients. In addition to the City project team highlighted herein, we have access to Brown & Brown's international operations for client support, subject matter expertise and carrier relationships, including;

- » London Brokerage
- » Bermuda, Grand Cayman, and other international offices
- » Litigation Specialists and legal support
- » Alternative Risk Transfer and Captive management
- » Enterprise Risk Management (ERM)
- » Financial & Property Modeling
- » Actuarial Services
- » Analytics and Modeling
- » Program administrators with distinctive expertise
- » Wholesale specialists in public entity, property, and professional liability
- » Loss Control and Safety Resources
- » Surety/Bond Practice
- » Personal Lines insurance practice
- » National Retail Brokerage/Marketing and Support
- » Strategic partnership with previously owned Third Party Claims Administrators, including Medicare Set-Aside, Cost Containment, Medical Bill Auditing and Review, Loss analysis, and Specialty claim experts
- » National Cyber division
- » National Aviation division

Brown & Brown Public Sector will coordinate the company's resources from all divisions within this contract. Industry and subject matter expertise from these divisions are included in our proposal, however, specific services may be subject to additional contracts/fees depending on the scope.

We also have relationships with organizations that are not Brown & Brown subsidiaries. We recommend the service provider that will **most benefit** the client and fulfill their needs. Brown & Brown's decentralized culture allows for this flexibility.

Market Access

A critical aspect of a broker's ability is access to all carriers. One of our core competencies is our knowledge of and relationship with all competitive insurers. Our marketing process and philosophy is somewhat unique and can be summarized as follows:

Do business with as many insurance markets as possible. Do not simply offer renewal terms and accept pricing from the same company year after year and limit our clients' options – ensure we are getting the best deal for our clients every year.

We believe that an agent's job is to utilize market forces and competition in the marketplace to be sure we bring the most competitive insurance placements to our clients every year. This concept also underlines one of our core business principles: *Always do what is best for the client*. We have learned how to keep the market's interest while conducting a competitive process in a professional manner. Our companies **trust** us. So, we maintain excellent market relationships – ALWAYS - in hard, soft, or stable markets. While other brokers place the lion share of their client's business solely in the commercial market or primarily in an insurance Trust, we have critical mass in Trusts (40%) and commercial markets (60%). This allows us to bring more options at each renewal and leverage the competitive marketing process heavily in our client's favor. We are experts in designing and implementing custom insurance programs. One of our core strengths is the ability to negotiate and obtain the inclusion of innovative coverage terms from carriers resulting in custom policies aimed at a client's specific risk needs. Our clients have benefited from this approach in the past, specifically in the countless custom enhancements implemented in many of our property policies.

Brown & Brown is uniquely positioned to deliver brokerage excellence for Florida's Public Entities precisely because of our ability to monitor the factors above and interpret their effect on the marketplace. We then utilize our resources both within our Global Brown & Brown Family of Companies to turn that understanding into strategy. We offer our client unique access to A few key factors that serve us in these complex strategies and navigating the ever-changing marketplace:

- 100% Public Entity Team
- 30+ Years of Relevant Experience
- 250 Public Entity Clients
- C-Suite Carrier Relationships
- Brown & Brown Resources
- 16,000 Global Teammates
- State, National & International Presence
- Strong Underwriter Relationships
- Corporate Public Entity Footprint
- Trade Group & Association Membership
- Real-Time Industry News & Communications
- Culture of Professionalism & Excellence

Market Leverage – Brown & Brown has established itself as one of the preeminent power brokerage houses in the world. Our 23,000 teammates are responsible for the design, placement, and service of more than **\$25 Billion in annual insurance premiums**. This gives our family of companies unrestricted access to the marketplace paired with top tier negotiating power and leverage with insurance carriers.

The Brown & Brown team and our clients benefit greatly from the downstream effect of our company's massive marketplace presence. This is accomplished through strategic internal tools which ensure that our team can consistently harness the power of that global volume as we navigate the marketplace on behalf of our clients.

Florida Public Entity Market Footprint – For the purposes of this RFP, the far more relevant measure of market leverage, is broker footprint within the Florida Public Entity insurance marketplace. The combination of large CAT losses, rising cyber liability exposures, workers

compensation presumption laws, active-shooter exposures, and sovereign immunity caps has proven too complicated, unpredictable, and unprofitable for most traditional risk-bearers.

These factors have created a highly specified market in which carrier options are few, terms and conditions are constricted, and broker leverage is limited.

This is where Brown & Brown shines.

Our team manages over 85 property, casualty, and workers compensation insurance programs for Florida public entities with annual premiums of \$250,000 or greater. Due to the size of our practice and number of sophisticated risk management clients, we are the largest broker in Florida for most relevant carriers. This affords Brown & Brown preferred status and powerful leverage with all carriers and, as a result, empowers our team to consistently obtain best in class terms and conditions and deliver the most cost-efficient risk transfer programs available.

Navigating the Insurance Marketplace

Brown & Brown places over \$25 Billion in annual premiums with hundreds of insurance markets. Brown & Brown's market philosophy has always been to develop relationships and place business with the markets that bring the most value to our clients vs. other brokers who focus on placing business with select "favored" carriers. Our style is to maintain professional relationships with all markets. This strategy delivers our clients' options, open-market representation, and impressive results of the most effective leveraging of terms and conditions available in the marketplace.

Our team maintains excellent market relationships that survive and flourish in hard, soft, and stable markets. The challenge in designing and implementing custom insurance programs, however, is maintaining a thorough understanding of the market as it evolves. The evolution of the marketplace creates both challenges and opportunities for brokers to deliver for their clients. In Florida especially, the market changes quickly. Below are some of the factors which drive consistent change and necessitate top-tier broker performance:

- | | |
|--------------------------------------|----------------------------------|
| 1. Catastrophic Losses | 6. Regulatory Changes |
| 2. Windstorm Modeling | 7. Emerging Exposures |
| 3. Changes in Carrier Appetite | 8. Insurance Product Trends |
| 4. New Carrier Entrants & Departures | 9. Investment Capital |
| 5. Shifts in the Legal Environment | 10. Global Capacity Fluctuations |

Below is an example of how our superior public entity market efforts provided the following for a Florida County since becoming the broker in 2022:

- » In the first Casualty renewal, we **reduced** the overall program premium by 13%
- » Provided the County with a **\$55,000 premium savings** on the Cyber Liability and ensured a \$15,000 risk management stipend for ongoing improvements

- » Secured a 2-year rate guarantee and provided a **\$143,000 premium savings** on the County's Excess Workers Compensation
- » Met the County's ongoing goal of placing lines of business with County approved MBE/WBE/SBE
- » Conducted a detailed flood audit, identifying County assets at risk
- » Maintained the expiring Property loss limits including Named Storm despite the hard market conditions
- » We secured a **26% rate decrease and a premium savings of \$1.9M** in the 2025 Property renewal, despite the County being overcome with hurricane claims.

c) Statement regarding extent to which individual coverages being proposed are separable without a change in premium costs

Within our coverage proposal, all coverages are non-separable. There is an option within the Layered Property program for higher limits; it would be at the City's discretion to elect or reject the additional coverage.

Regarding the Firefighter Cancer Benefit Policy, we propose to keep coverage in place with the incumbent carrier. As a result, we have not provided a quote for this line of coverage.

d) Examples of premium and service billings as well as examples of sound cost allocation methods

We are very flexible in providing invoicing alternatives and premium allocations. Premiums are available by line of coverage, by department, by each asset, per vehicle, etc. and we can customize premium allocations as requested.

Our team provides a premium comparison at each renewal, clearly outlining any changes in coverage, exposure and premium from year to year. Premiums are itemized by coverage line and can typically be broken down by exposure unit to support departmental cost allocation within the City. The premium comparison is paired with a formal coverage proposal (provided in Section 6 of this RFP) that clearly outlines the intricacies of each policy. Premiums are broken out by each line of coverage on a Premium Recap page, where each line of coverage is 'Accepted' or 'Rejected', depending on various options. Once premiums are approved, our service team coordinates with the insurance carriers to provide invoices and finalize billing to complete the renewal transaction.

Our team's desired position is to stand as an extension of the City's staff and remove the burden of allocation tasks that can be quickly broken out on our end. We have the ability to break the premiums down by individual exposure units, as well as by department to provide indications of equitable distribution for budgetary purposes. Below is an example of premium breakdown and allocations.

Sample Inland Marine Premium Breakdown/Allocation



Inland Marine Breakdown
Covered Party:
Coverage Period: 24

Date Completed: 08/05/2025



Agreement No.: PK FL1
Agency: Risk Management Associates, Inc.

Agreement Period: 10/01/2024 through 10/01/2025

Item #	Dept	Description	Serial #	Classification	Deductible	Value	Total IM Premium
001		Blanket		Blanket Unscheduled	\$1,000	\$250,000	\$375
002		Kubota M7060HD Tractor w/ attachments	70483	Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$45,000	\$135
003		Mahindra Roxor		Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$26,000	\$78
004		Kawasaki Mule		Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$6,000	\$18
005		CET Drafting Pump on Trailer		Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$40,000	\$120
006		2024 Kubota UTV	A5KD2GD BTRG0775 00	Contractor's / Mobile Equipment - Agreed Value	\$1,000	\$19,700	\$0
Total:						\$386,700	\$726

e) Proposal of coverage details, including premiums, shall follow the format in the Scope of Services. Proposers shall detail the coverage being offered and shall detail ANY deviation from what has been requested.

Please refer to Section 6 for coverage details.

Tab 4

References

Tab 4: References

List three (3) recent governmental clients, comparable to the City, for whom similar or comparable services have been performed. Include the name, mailing address, email, and telephone number of their principal representative. Describe, in detail, each clients' outcomes and the process your company took to achieve those outcomes.

Entity:	City of Marathon
Contact Name:	Elizabeth Schute, RMPE
Title:	Risk Management / Human Resources Coordinator
Years Providing Service:	8+ Years
Address:	9805 Overseas Highway, Marathon, FL 33050
Telephone Number:	305-289-5022
Email:	SchutE@ci.marathon.fl.us

City of Marathon

Total Insured Property \$35M – 194 employees

Elizabeth Schute, Risk Management / HR Coordinator



Brown & Brown was awarded as the City's Agent of Record through a state-wide request for proposal process in August of 2017. The expiring insurance placement consisted of a Florida Municipal Insurance Trust package policy with significant wind exclusions, multiple Wind Only policies, and NFIP flood policies. Our team successfully accomplished the following:

- Reduced the overall cost of the City's insurance package by over \$65,000 (14%) and significantly improved the overall insurance program by:
 - Packaging all lines of coverage, **including Wind Coverage**, into a single policy
 - Obtaining **full Wind Coverage** for the total insured value of the property schedule
 - Enhancing property loss valuation from 90% Co-Insurance to **Blanket Coverage**
 - Increasing multiple sub-limits
 - Streamlining all coverages, including wind, to a single 10/1 effective date
 - Reducing deductibles to **Zero** on all Casualty lines of coverage
 - Locking in a **2-year rate guarantee** through 2018!
- Hurricane Irma impacted the City within the first month of the coverage transition. The Brown & Brown Public Sector team engaged immediately to help guide the City through the claims and FEMA process.
- Ongoing implementation of Loss Control Resources to establish risk management best practices, focusing on safety for first responders and public works.
 - As a result, the City's Experience MOD has remained below 1.0 for the past 6 consecutive years.

Entity:	Highlands County BOCC
Contact Name:	Kristina Fyfe
Title:	Risk Manager / Human Resources Technician
Years Providing Service:	10+ Years
Address:	600 S. Commerce Ave., Sebring, FL 33870
Telephone Number:	863-402-6792
Email:	Kfyfe@highlandsfl.gov

Highlands County BOCC

Total Insured Property \$160M – 650 employees

Kristina Fyfe, Risk Manager / Human Resources Technician



Brown & Brown has worked with Highlands County since 2008. Over the last 17 years, the Brown & Brown Public Sector team has demonstrated our ability to continually improve the County's risk management program as evidenced by the below:

- Deployed numerous risk management resources, both in-person and virtually, focusing on reducing claims and accidents, resulting in over \$70K in value added services provided to the County at no additional cost.
- Obtained favorable cyber terms with increased ransomware, bricking, and business interruption sublimits.
- Provided property appraisal and trending services ensuring sufficient insurance limits and COPE data.
- Enhanced Deadly Weapons Protection by increasing limit to \$1M with medical expenses and accidental death coverage.
- Claims Advocacy for liability, workers compensation, and property claims – specifically facilitated immediate response and daily involvement with mitigation and repairs following the April 2023 flooding.
- Established and implemented loss control protocols to reduce losses and raise awareness of unsafe conditions resulting in continuous workers compensation experience modification factor decreases.

Entity:	City of Sarasota
Contact Name:	John Powers
Title:	Risk Manager
Address:	111 S. Orange Ave, Sarasota, FL 34236
Telephone Number:	(941) 263-6339
Email:	John.Powers@sarasotafl.gov

City of Sarasota

Total Insured Property \$256M – 950 employees

John Powers, Risk Manager

Brown & Brown was awarded the city's Agent of Record in a statewide Request for Qualifications process in 2009, 2014, 2019, and 2024. We manage all property, casualty, and workers' compensation insurance programs. Since becoming the city's Agent of Record, we have accomplished the following:



- In April 2010, we reduced the total property premium by \$200,000 (15.4%) while also increasing the overall property insurance limit from \$75M to \$110M. This was achieved by utilizing a specialty insurance market relationship.
- Identified the need to put NFIP policies in place and successfully coordinated the placement of 9 NFIP policies. By doing so the city obtained an additional \$3,500,000 of flood coverage.
- Provided significant improvement in the property schedule by providing secondary building characteristics and thereby improving wind model output and accuracy.
- In 2021 we performed a comprehensive analysis of the city's liability risk retention and transfer program resulting in a more cost-effective strategy for risk financing.
- Brown & Brown improved the insurance requirements and indemnification language for all city contracts by drafting standardized insurance requirements and procedures for all departments to follow. The review and improvement of contract language is a continuous process, and changes are made regularly.
- In the 2024 property insurance renewal we presented alternative risk financing options. The Van Wezel Theater has been the city's main driver in the CAT model year over year. This risk was perceived by underwriters as unfavorable due to the location and construction type. We performed modelling with and without this building as well as provided the city with multiple options to assist with lowering the city's total cost of risk.
- These efforts provided the city with a 12% premium savings on the 2024 property renewal.
- After the 2024 Hurricanes, our team provided disaster recovery consultation and coordinated field adjusting to ensure a seamless process with repairs and FEMA public assistance.

Tab 5

Claims Management and Loss Control Program

Tab 5: Claims Management and Loss Control Program

Claims Advocacy

We are highly involved in claim resolution on behalf of the City. Other brokers simply submit claims to insurers and are absent from settlement negotiations. Our service to the City is in direct contrast with our competitor's approach. We represent the City's interest and proactively pursue settlement that favors the City.

Business doesn't stand still, and neither do we. Our strength is in our people. With deep local connections and the resources of a global leader, we take an agile, forward-thinking approach to risk. Whether our customers are expanding, evolving or facing new challenges, we build solutions that help protect what they value most.

Brown & Brown Public Sector does not employ a single national claims service employee for all our clients. Instead, we follow a successful team approach of using resources that are readily available and the best specialists/negotiators/relationship-holders for any given situation.

An important facet of pre-loss advocacy is a proactive discussion of expectations with the City's dedicated Executive Field Adjusters, or "Assigned Adjuster." We will also conduct Table-Top exercises to establish best practices for disaster recovery protocols. Our objective is to create an efficient and concise recovery process that eliminates any unnecessary delays should a large loss occur.

For Casualty claims advocacy, we will work closely with insurance carriers and Third-Party Administrators (TPAs). We are willing and able to coordinate and attend claims meetings to resolve claims quickly and equitably. Your assigned Team Leader, Kyle Stoekel, has extensive experience representing the clients' interest in claims resolution.

We prefer to develop a working relationship with our clients' TPA. It is important for your broker to communicate policy information and reporting requirements for excess insurers at least annually. We also ensure that reports required by our carriers are formatted and delivered to excess insurers' satisfaction to proactively avoid any coverage issues. It is also important that your TPA is vetted by any potential new insurer to which the TPA will be reporting. This process can be quite extensive, and we will handle approval and any transition for you.

We may also need to expeditiously coordinate Excess Casualty claims reimbursements with Staff, adjusters and TPA. We prefer to attend and coordinate claims review meetings with excess insurers, client departments, and the TPA, and assist in coverage clarifications with underwriters as needed.

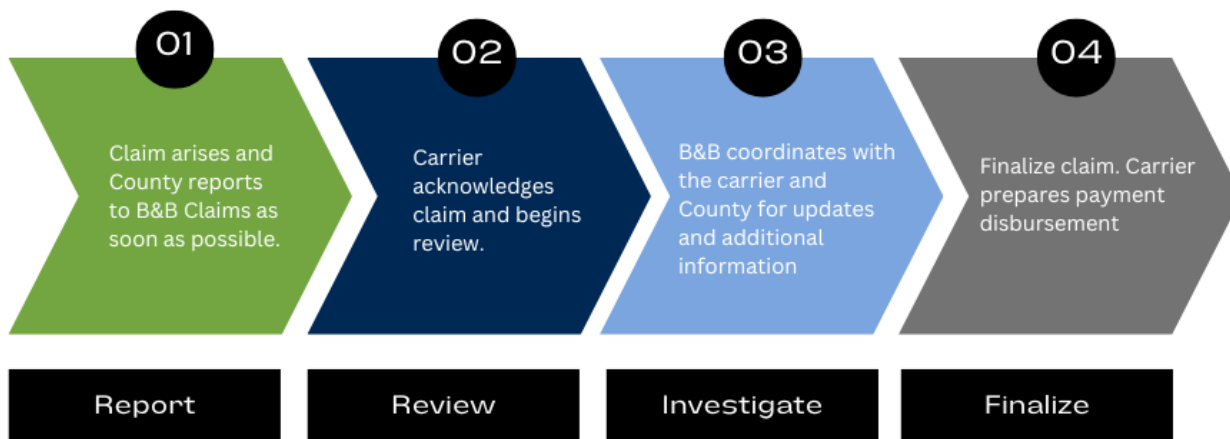


The team proposed herein is well-versed in claims advocacy. If assistance is needed in any particular area, we reach out to the appropriate Brown & Brown or non-Brown & Brown business partners.

Our **Claims Specialist**, Jessica Conway, embraces her primary function to ensure that all claims submitted through our office are received and acknowledged by an adjuster within 24 hours. She also provides follow-up with adjusters on open claims to ensure claims handling is in step with the Client's objectives. Tasks included within this role include:

- » Claims reporting (for policies placed outside TPA contract)
- » Claims tracking/acknowledgement and closure
- » Coordinate claims review meetings
- » Liaise with adjusters, client departments and TPA
- » Assist in coverage clarifications with underwriters as needed
- » Prepare spreadsheets in FEMA format for catastrophes
- » Pre- and post-event communication

We are **committed to being an extension of the City's staff** and take an active approach to ensure that claims management is the number one priority. We provide all new clients with a 'Claims Kit,' which outlines procedures and protocols for effective claim reporting, monitoring, and closure.



Extra Resources:

Brown & Brown Public Sector will coordinate with property adjusters and TPAs to ensure smooth claim processing.

We will provide quarterly claims reviews as requested to ensure claims are moving forward in a timely manner.

As a claims advocate, Brown & Brown Public Sector will work closely with you and directly on your behalf with insurance carriers. We are willing and able to coordinate and attend claims meetings to resolve claims quickly and equitably. We have extensive experience assisting our clients with claims, both large and small. Our position is that we represent our clients, not the insurance carriers. The City will never question which side of the fence we are on. We follow up with adjusters on open claims to ensure claims handling is in step with the client's desires.

While every claim is slightly different and should be approached accordingly, the same basic process applies: Report, Review, Investigate, Finalize. We recommend reporting any claim or potential claim to us, as your claims advocate, as soon as possible. We will report to the corresponding carrier and ensure a claims acknowledgement is received and the City is kept involved of the claims status. We do not settle claims without your consent and we ensure claims are reserved properly and closed when finalized to give the City the most accurate loss experience to carriers.

Claims Management and Reporting

The City has several choices regarding claim submittal. Property and casualty claims can be submitted directly to Brown & Brown via a dedicated claims email (179.claims@bbrown.com). This email address is monitored by several staff members at all times to ensure claims and supporting documentation is provided to claims adjusters timely and efficiently.

Preferred Governmental Claims Solutions (Package & Workers Compensation)

The City can also submit these claims directly to PGCS via a web portal, or intake email at liabilityclaims@pgcs-tpa.com. Workers' Compensation claims can be submitted via the web portal, fax or through a toll-free number.

Reporting of Workers' Compensation Claims can be made via phone 24/7/365 at 1-800-237-6617. If you prefer, you may fax claims to 321-832-1448 or email wcclaims@pgcs-tpa.com. You may also report claims via the PGCS website, www.pgcs-tpa.com.

Preferred Claims Department

Property, General Liability, Auto,
Public Officials Liability,
Workers' Compensation

(321) 832-1400 – Phone
(800) 237-6617 – Toll Free
(321) 832-1448 – Fax

Preferred Governmental Claims Solutions
P.O. Box 958456
Lake Mary, FL 32795-8456

450

Government Entities Served
by PGCS

20

Average Years of Teammate
Industry Experience

12

Average Years of Teammate
Tenure at PGCS

3

Decades of Claims Service

24/7

Claims Service



FEMA Public Assistance Coordination



Our vast experience in managing large property claims has led us to develop unique programs such as our FEMA Coordination program. This service was created in response to the difficulty that most public entities experienced in dealing with FEMA after the major storms in 2004.

Our first initiative was to gain an intimate understanding of the Stafford Act and its implications in providing public assistance funds in Florida. We then met directly with FEMA representatives in the Lake Mary Long Term Disaster Recovery office and quickly established a procedure and protocol with FEMA personnel that will improve their ability to quickly pay public assistance funds to our clients. For example, we have provided a current client property policy and schedule to FEMA in advance of any losses so that FEMA will not need to request this information directly from our clients. We have also coordinated the efforts of the insurance company's loss adjusters to better align with the data that FEMA requires on their Project Worksheets. These project worksheets are an integral part of FEMA's reimbursement process and can significantly slow the process if they are not completed accurately.

We are also committed to working directly with FEMA representatives and consultants to expedite every aspect of the public assistance process. In the event of a major loss, we will be assisting in every step of the insurance company claims process as well as the FEMA reimbursement process. We are confident that with the protocols in place we can effectively improve the expediting of claim payments and cash flows.

We are intimately familiar with the State's new disaster recovery initiative, F-ROC and can assist the City with submissions to the system. We can also assist in procuring and establishing qualified and pre-approved vendors for disaster recovery functions.

Upcoming F-ROC Key Milestones can be found below, and our team is available to assist the City in completing applications to reach the required opt-in periods.

IMPORTANT F-ROC DATES

June 1, 2025	Opt-In Period Opens
July 1, 2025	DRA Submission Opens
August 31, 2025	Opt-In Period Closes
October 31, 2025	DRA Submission Deadline

Safety and Loss Control

Safety is a key objective of our program, and a tailored loss control plan is the key to lowering the long-term cost of risk for the City. We will coordinate highly qualified loss control representatives for on-site training, safety audits, policy review, workers' compensation claim reduction and other activities at the direction of the City. We will be an active partner in assisting the City's loss control, safety and claim reduction efforts, and are committed to providing meaningful risk control tools and analysis. As such, our efforts will be tailored to the specific needs of the City and measured for cost effectiveness.

The City is assigned a **Safety & Risk Management Consultant** to identify needs and deliver risk management resources. All of our senior consultants have over 20 years of experience each and are directly involved with the loss consultant assigned to the City. Customized on-site training is dependent upon the needs of the City. Some of the standard training topics include (but are certainly not limited to):

- Emergency and Hurricane Preparedness
- Defensive Driving
- Workplace ergonomics
- Job Hazard Analysis
- Employment Practices
- Mental Health/PTSD in the Workplace



Our Team obtains, analyzes, and monitors workers' compensation loss reports monthly and establishes meetings with staff to review loss trends. We participate in claims reviews, mitigate claim issues, work directly with adjusters and defense counsel when necessary, and always seek to serve as an extension of our client's risk staff.

Brown & Brown Public Sector will assist with the coordination of all resources available to the City. The City will be assigned our dedicated Public Entity Loss Control & Safety representative, **Pam Hancock**. The services and expertise of Ms. Hancock are provided to the City at no cost.

Our greatest expertise arises from our experience with governmental clients at every size and every risk tolerance. We represent clients as small as 10 employees and as large as more than 50,000 employees. Those clients have risk management programs which range from 1st dollar, to almost completely bare from an insurance perspective. That experience allows us to bring expertise, ideas, and perspective from every possible angle within the industry.

Online Training Resources

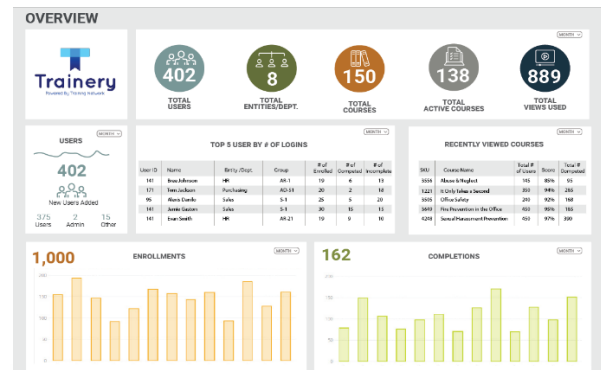
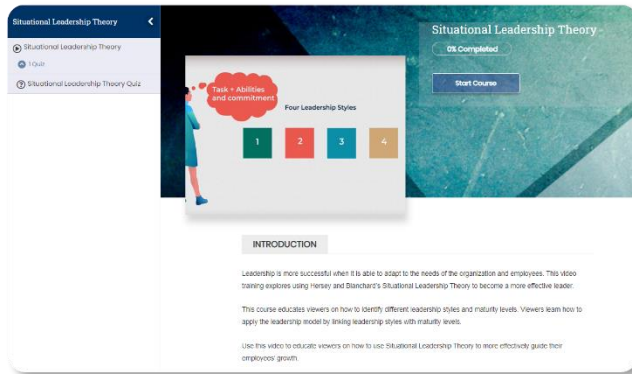
Streamery is an online streaming solution provided to Brown & Brown Public Sector customers to facilitate the training of employees in the policies and procedures that build a safe workplace.



Streamery serves as a leader in the distribution of Safety, Management, Technology, and Human Resource training programs. They offer a variety of tools and solutions to help organizations comply with HR regulations and requirements, including OSHA, DOT and the EEOC. The innovative training platform includes over 700 videos on demand that can be streamed anytime, anywhere. The included Training Support Materials make this valuable resource the perfect tool for instructor lead or individual training. Notable subjects include:

- * **Defensive Driving**
- * **Using Fire Extinguishers**
- * **Emergency Planning**
- * **First Aid- Until Help Arrives**
- * **Active Shooter and Workplace Violence**
- * **Hazard Recognition**
- * **Evacuation Procedures**
- * **HIPAA Rules and Compliance**

These work best when led by a supervisor or trainer from an individual department. The trainings are short (5-20 minutes on average), so are perfect for use in weekly safety meetings!

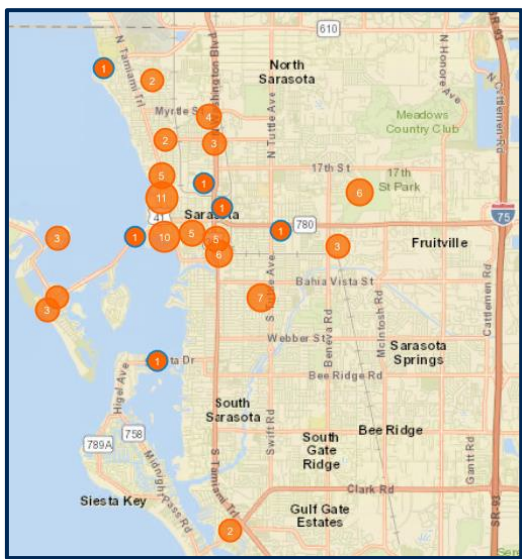


*A single login (which can be utilized by multiple supervisors) is included in our proposal

Our team utilizes RiskMeter and CoreLogic, a completely online resource providing on-demand hazard risk data. This in-house subscription is utilized to be sure the most accurate and complete underwriting data is provided to the property underwriters via the Property Schedule.

RiskMeter Online™ CoreLogic®

A completely online resource providing on-demand hazard risk data, this in-house subscription is utilized to be sure the most accurate and complete underwriting data is provided to the property underwriters via the Property Schedule.



Real Time Data Available for individual sites includes:

- Distance to Coast
- Flood Zone Determination with distance from SFHA
- Storm Surge Score
- FEMA Flood Insurance Rate Map and panel number

We have national contracts with both of the top catastrophic modeling platforms, RMS and the preferred AIR Worldwide and their Touchstone Platform. The Touchstone Platform provides proprietary software-driven program analytics of individual client risk exposures on multi-layered interactive maps.

These highly sophisticated analyses provide actionable data via Interactive mapping and client-specific geographic risk profiles, including the following:

- » Data analysis to reduce uncertainty, ensure accurate underwriting data, and preempt modeling formulas utilized by insurers to evaluate risk, set rate and coverage terms
- » Custom catastrophe and non-catastrophic modelling analysis
- » Visualize severe thunderstorm and windstorm risks
- » Quality data analytics which measure true risk profiles
- » Geo-visualization tool – Spatial Key

Contract Review

We believe that one of the most critical areas of risk exposure lies within contract liabilities; therefore, we provide contract analysis for our clients, including developing **customized templates** for vendor requirements for use by procurement and other departments. We can conduct training sessions with procurement personnel to ensure the implementation of new standards is efficient and understood. In addition, we can assist in setting up a management system for certificate of insurance compliance and provide certificate review for compliance.

There have been numerous court cases in recent years that resulted in a broadening of local government liability exposures as well as constriction of sovereign immunity protections. It is therefore imperative to remain knowledgeable of these precedents and their impact on the City's risk management program. We remain vigilant in maintaining a level of knowledge of these cases and adjust our programs and consultation accordingly.

It is equally important to amend insurance requirements as new exposures emerge. For example, we have updated our insurance requirement recommendations to include cyber liability coverage and active shooter liability insurance mandates where appropriate.

We have worked with many clients to assist with Vendor Insurance Requirements, including the following steps:

- Standard Procurement/RFP template for insurance requirements
- Matrix for appropriate limits for different types of vendors/risks
- Training on how to check a Certificate of Insurance to the requirements
- Direct Assistance and review of individual contract verbiage, coverage and limit requirements, certificate review, and more.

Tab 6

Brown & Brown

Public Sector Coverage Summary & Proposal

Distinct Coverage Advantages of Preferred include the following:

Over \$980,000 in Premium Savings offered over the expiring program

Property Coverage

- **Dedicated Per Occurrence Named Windstorm Limit of \$15,00,000**
 - » The Property limits that are proposed are solely dedicated to the City of Key West, and are not shared among other members of an insurance pool
- **Blanket** Building and Contents

Inland Marine/Equipment coverage

- *Preferred's* loss adjustment for heavy equipment is agreed value or replacement cost.
- Other Trust's coverage may be auditable so each addition of new equipment during the policy year results in additional premium owed.
- *Preferred* **will not charge** any additional premium for equipment added during the policy year.

Automobile Physical Damage

- **AGREED VALUE** vs. Actual Cash Value (depreciated) coverage for all Fire Trucks, Ambulances, Water Trucks and Busses.
 - » This could be a significant difference in a claim payment, particularly for older vehicles.
 - » Real world example: For the 2004 Custom Enforcer Fire Truck, Preferred will pay \$310,957 vs. the 21-year depreciated cost.

General/Errors & Omissions/Civil Rights/Public Officials/Employment Practices Liability

- *Preferred's* coverage includes coverage for Non-Monetary, Injunctive Relief and Administrative Hearings (including but not limited to EEOC, Ethics Commission, Department of Labor). The policy includes a duty to defend the County with an annual limit of \$100,000.
- Other Trust's coverage is "reimbursement of expenses only" and not on a duty to defend basis and may be otherwise limited to types of complaints.

Cyber Liability

- *Preferred* provides a \$2,000,000 overall limit.
 - » Other carriers may only provide a \$1,000,000 limit for Breach Response costs.

NO Claims Runoff Costs

- Other insurance programs will charge additional fees when a member leaves.
- Additional fees or run-off costs will never be incurred by a member of the Preferred Governmental Insurance Trust.

NO Final Premium Audit for Liability Coverages

- Other insurers may audit liability lines, which could result in additional premiums billed to you in the next fiscal year.

NO Notice Requirements

- Other insurance programs will require County Commission approved notice requirements if the County decides to potentially change carriers in the future.
 - » *Preferred* will never require such notices – the decision to renew with *Preferred* is at the direction of staff.

TIPS- \$5,000 Matching Grant

- *Preferred* members are eligible to receive up to \$5,000 each policy year for safety and loss control related expenditures.

Tab 6: Brown & Brown Public Sector Coverage Summary & Proposal

Property

Term: October 1, 2025 to October 1, 2026

Company Name:	A.M. Best Rating	Participation
Primary – \$15,000,000- All Risks Including Named Windstorm, Flood and Earthquake		
Everest Indemnity Insurance Company	A+ XV	\$1,500,000 part of \$15,000,000
Lloyds of London	A XV	\$13,500,000 part of \$15,000,000
OPTION FOR ADDITIONAL “ALL OTHER PERILS” LIMIT		
\$35,000,000 excess of \$15,000,000 Excluding Named Windstorm, Flood and Earthquake		
Lloyds of London	A XV	\$35,000,000 part of \$15,000,000

Territory: The United States of America and its territories and possessions.

Total Insurable Values: \$262,222,847

Property

Limits of Insurance:	
\$15,000,000	Named Windstorm
\$15,000,000	Earth Movement, Per Occurrence but in the Annual Aggregate
\$15,000,000	Flood, Per Occurrence but in the Annual Aggregate
\$1,000,000	Accounts Receivable
\$10,000,000	Automatic Acquisition Coverage (90 Days)
\$10,000,000	Debris Removal
\$1,000,000	Errors & Omissions
\$1,000,000	Expediting Costs
\$2,500,000	Fine Arts
\$35,000	Fungus
\$100,000	Land & Water Contamination or Cleanup, Removal and Disposal of Pollutants, Per Occurrence but in the Annual Aggregate
\$1,000,000	Landscaping
\$5,000,000	Miscellaneous Locations Coverage
\$1,000,000	Professional Fees, Per Occurrence but in the Annual Aggregate
Included	Protection and Preservation of Property
\$1,000,000	Service Interruption Property Damage
Included	Temporary Removal of Property
\$1,000,000	Transit
\$1,000,000	Valuable Papers and Records
Included	Ordinance or Law Coverage (Coverage A)
\$10,000,000	Ordinance or Law Coverage (Coverage B/C Combined)
\$1,000,000	Business Interruption
\$5,000,000	Extra Expense
\$1,000,000	Civil Authority, 30 days Within 10 Miles of Insured Premises
\$1,000,000	Contingent Time Element
\$1,000,000	Ingress/Egress
\$1,000,000	Leasehold Interest
\$1,000,000	Service Interruption Time Element
Included	Electronic Data Processing (EDP)
\$500,000	Tunnels, Bridges, Dams, Catwalks (Unscheduled)

Notes of Importance:

- This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
- Premium to be paid in full within 30 days.
- Ninety (30) Day Notice of Cancellation, except, ten (10) days for non-payment of premium, or per state requirement.
- The company has the right to withdraw or amend quote at the Company's discretion in the event of any activity, change or loss.
- Any changes to coverage prior to binding will be subject to carrier approval.
- In the event of any storm activity (named or unnamed) the binding of this quote is at the discretion of the insuring carrier and is not considered effective until carrier approval is received.

Property

Deductible(s):

Policy Deductible:

\$50,000 Per Occurrence for Property Damage and Time Element Combined

Named Windstorm Deductibles:

5% of the combined Property Damage Values, plus associated Time Element at each building involved in the loss or damage in any one Occurrence, subject a minimum deductible of \$100,000 in any one Occurrence.

Earth Movement Deductibles:

\$50,000 Per Occurrence for all locations involved in the loss or damage

Flood Deductibles:

\$100,000 Per Occurrence for all locations involved in the loss or damage, EXCEPT;

\$500,000 Per Building, plus \$500,000 Contents per Building, plus \$100,000 Time Element per Occurrence for locations that are wholly or partially within High Hazard Flood Zones

As respects Flood caused by, resulting from, or associated with a Named Windstorm:

The larger of the following two deductibles shall apply in any one Occurrence:

Property

Deductible(s) Cont'd:

Mobile Equipment Deductibles:

\$50,000 Per Occurrence, EXCEPT:

Mobile Equipment Deductible for loss or damage caused by a Named Windstorm and/or Flood caused by, associated with, or resulting from a Named Windstorm: 5% of the Actual Cash Value of Each item of Mobile Equipment, subject to a minimum of \$100,000 per Occurrence; AND:

Mobile Equipment Deductible for loss of damage caused by Flood (when NOT caused by, associated with, or resulting from a Named Windstorm): \$100,000 per Occurrence

Landscaping Deductibles:

\$50,000 Per Occurrence, EXCEPT:

Landscaping Deductible for loss or damage caused by a Named Windstorm and/or Flood caused by, associated with, or resulting from a Named Windstorm:

5% of the Property Damage Values at the time of loss for each item of Landscaping involved in the loss or damage in any one Occurrence, subject a minimum deductible of \$100,000 in any one Occurrence

Unscheduled Outdoor Property Deductibles:

\$50,000 Per Occurrence, EXCEPT:

Unscheduled Outdoor Property Deductible for loss or damage caused by a Named Windstorm and/or Flood caused by, associated with, or resulting from a Named Windstorm:

5% of the Property Damage Values at the time of loss for each item of Unscheduled Outdoor Property involved in the loss or damage in any one Occurrence, subject a minimum deductible of \$100,000 in any one Occurrence

Property

Lloyds of London

- 50% Minimum Earned Premium Hurricane Exposed Risks- 50% at inception, 100% earned if the policy is in force between June 1st, 2025 and November 30, 2025.
- LMA3183 Direct Physical Loss or Damage Wording – as attached.
- LMA5039 Business Interruption Extension
- LMA2920 Rental Exclusion Endorsement – as attached.
- NMA2920 Terrorism Exclusion Endorsement - as attached.
- NMA1191 Radioactive Contamination Exclusion Clause- Physical Damage - Direct (U.S.A.) - as attached.
- NMA464 War and Civil War Exclusion - as attached.
- LMA5400 Property Cyber and Data Endorsement - as attached.
- LMA5390 U.S. Terrorism Risk Insurance Act of 2002 as Amended Not Purchased Clause - as attached.
- LMA5062 Fraudulent Claim Clause- as attached. Conformity Clause - as attached.
- Conformity Clause – as attached.
- LMA5019 Asbestos Endorsement- as attached.
- NMA2962 Biological or Chemical Materials Exclusion - as attached.
- LMA5018 Microorganism Exclusion (Absolute) - as attached.
- NMA2340 (amended) Seepage and Pollution Clause - as attached.
- NMA2802 Electronic Date Recognition Clause - as attached.
- LMA3100A Sanction Limitation and Exclusion Clause - as attached.
- NMA1168 (amended to USD500) Small Additional or Return Premiums Clause (USA) – as attached.
- LMA5130 Application of Sublimits Endorsement – as attached.
- Cancellation Clause 30/10
- LMA5599 Margin Clause – 110% - as attached.
- LMA5393 Communicable Disease Endorsement – as attached.
- This Insurance will be subject, without notice, to the general and special conditions, endorsements and assignments as are in the above-mentioned company's policy upon which this Contract is based. Any changes thereto to be agreed by Slip Leader hereon only.

Property

Everest Indemnity Insurance Company

- ECP 13 003 0918 Exclusion of Terrorism – Certified and Noncertified Acts (included when TRIA is declined)
- EN IL TR 20 0120 Notice - Offer of Terrorism Coverage, Notice – Disclosure of Premium (TRIA Rejection Form)
- ECP 10 612 0317 Terrorism Cap on Losses from Certified Acts of Terrorism (included when TRIA is purchased)
- IL 09 85 1220 Disclosure Pursuant to Terrorism Insurance Act
- NMA 2918 (ECP 12 514) 0123 War and Terrorism Exclusion Endorsement (Applies to locations outside the United States of America, its Territories and Possessions)
- ECP 13 017 0624 Global Policy Endorsement (Exclusion Against Loss in Designated Territories)
- ECP 04 619 0720 Absolute Cyber Exclusion
- EIL 03 540 Communicable Disease Exclusion
- ECP 10 603 0317 Asbestos Endorsement
- ECP 10 601 0317 Authorities Exclusion
- ECP 10 601 3020 Biological or Chemical Materials Exclusion
- ECP 10611 0124 See page and/or Pollution and/or Contamination Exclusion
- ECP 10 610 0317 Mold and Fungus Exclusion
- ECP 13 010 1220 Time Element Exclusion – Non-Physical Loss or Damage
- ECP 10 607 0317 Electronic Date Recognition Exclusion
- ECP MAN 0121 Amendatory Endorsement
- ECP 10 608 0317 Occurrence Limit of Liability Endorsement (2.b. to be deleted)
- ECP 13 004 0119 Aluminum Electrical Wiring Exclusion
- ECP 13 002 07 18 Builders Risk Exclusion (Wood Frame)
- ECP 10 544 0917 Exclusion – Existing Damage
- EIL 03 545 0420 Protective Safeguards Endorsement
- ECP 12 004 0330 Vacancy Endorsement
- EN IL 20 MU 0121 Advisory Notice – Trade or Economic Sanctions
- ECP 12 003 1118 Amendment of Examination Under Oath Provision
- ECP 00 013 0121 Method of Claims Notice and Service of Suit Conditions
- EIL 00 1072 0723 Minimum Earned Premium
- *ECP 10 632 0121 Minimum Earned Premium Endorsement (Coastal)*

Terrorism

Term: October 1, 2025 to October 1, 2026

Company: Lloyd's of London
(Non-Admitted, Rated A XV by A.M. Best)

Total Insured Value: \$261,222,846

Limit	Limit of Liability	Deductible
\$25,000,000	Terrorism & Sabotage (per occurrence/aggregate)	\$10,000/ 0 Hr. Waiting Period
\$25,000,000	Terrorism & Sabotage Liability (per occurrence/aggregate)	
Sublimits		
Terrorism and Sabotage Coverage Part: TR5 P0004 CW (07-19)		
\$1,000,000	Civil or Military Authority, 30 days, 1 mile	\$10,000 0 Hours Waiting Period
\$250,000	Debris Removal Expenses	
\$250,000	Decontamination Costs Excluding NCBR	
\$1,000,000	Demolition and Increased Cost of Construction	
\$250,000	Errors and Omissions	
\$1,000,000	Electronic Data Processing Media	
\$0 and 180 Days	Extended Period of Indemnity	
\$250,000	Fine Arts	
\$1,000,000	Ingress/Egress, 30 Days, 1 Mile	
\$250,000	Preservation of Property	
\$250,000	Professional Fees	
\$250,000	Relocation Expense	
\$1,000,000	Service Interruption, 30 Days, 1 Mile	
\$250,000	Transit	
\$250,000	Valuable Papers	
\$250,000	Accounts Receivable	
\$1,000,000	Automatic Coverage, 30 Days	
\$250,000	Commissions, Profits and Royalties	
\$250,000	Delay in Startup Costs	
\$10,000	Fire Protective Costs	
\$250,000	Green Building Additional Expense	
\$250,000	Key and Lock Expense	
\$10,000	Landscaping	
\$1,000,000	Miscellaneous Unnamed Locations, 30 Days	
\$1,000,000	Newly Acquired Locations, 90 Days	
\$1,000,000	Property in Course of Construction	
\$250,000	Soft Costs	

Terrorism

Limit	Limit of Liability	Deductible
\$2,000,000	Active Shooter and Malicious Attack (per occurrence/aggregate)	\$10,000/ 0 Hr. Waiting Period
\$2,000,000	Active Shooter and Malicious Attack (per occurrence/aggregate)	
Sublimits		
Active Shooter and Malicious Attack: TR5 P0012 CW (03-23)		
\$250,000	Additional Security Measures	\$10,000 0 Hours Waiting Period
\$250,000	Counseling	
\$250,000	Public Relations Costs	
\$250,000	Miscellaneous Crisis Management	

Endorsements include, but not limited to:

- TR5 P0001 CW (09-17)
- E2007.10 – Lloyd's Syndicate (33) Endorsement
- E2010.1 – Premium Payment Clause (Reinsurance)
- E2013.2 – Service of Suit Endorsement
- E2021.1 – Florida Amendatory Endorsement
- E2017.3 – Policyholder Disclosure Notice of Terrorism Insurance Cover
- E2081.1 – Amend War Exclusion Endorsement
- E2042.1 – Minimum Earned Premium Endorsement
- E999.1 – Risk Mitigation Allowance Undertaking

Terms & Conditions include, but not limited to:

1. 12-month policy period
2. 100% Lloyd's syndicate paper which is rated A by A.M. Best Financial Size Category is Class XV.
3. Quote valid until 09/12/2025
4. (90) Thirty Day Notice of Cancellation, except, (10) days for non-payment of premium, or per state requirement.
5. The Company has the right to withdraw or amend quote at the Company's discretion in the event of any activity, change or loss.
6. Any changes to coverage prior to binding will be subject to carrier approval.
7. In the event of any storm activity (named or unnamed) the binding of this quote is at the discretion of the insuring carrier and is not considered effective until carrier approval is received.
8. All forms, exclusions, terms and conditions listed above or attached are including but not limited to. Policy terms and conditions prevail in the absence of any discrepancies.
9. This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Equipment Breakdown

Term: October 1, 2025 to October 1, 2026

Company: Hartford Steam Boiler Inspection and Insurance Company
(Admitted, A++ XI by A. M. Best)

Total Insured Value: \$261,222,846

Limit: \$50,000,000

Coverage	Limit
Data Restoration	\$250,000
Demolition	\$250,000
Expediting Expenses	\$250,000
Green	\$250,000
Hazardous Substances	\$250,000
Mold	\$250,000
Newly Acquired Locations	\$1,000,000
Off Premises Equipment Breakdown	\$250,000
Ordinance or Law	\$250,000
Property Damage	Included
Perishable Goods	\$25,000

Deductibles	
Direct Coverages	\$2,500 Except Sewage Treatment Plants: \$5,000

Covered Cause of Loss
Accident
Electronic Circuitry Impairment

Notes of Importance:

- Quote expires 9/27/2025.

Unmanned Aircraft Liability/Physical Damage

Term: October 1, 2025 to October 1, 2026

Companies & Participation: American Alternative Insurance Company (59.24%)
(Rated A+ XV by A.M. Best)
American Commerce Insurance Company (10.00%)
(Rated A XV by A.M. Best)
National Indemnity Company of the South (18.39%)
(Rated A++ XV by A.M. Best)
Tokio Marine America Insurance Company (12.37%)
(Rated A++ XV by A.M. Best)

Unmanned Aircraft System	Deductible	Insured Value
2023 Parrot S.A Anafi USA Gov	In Motion: 10% Not In Motion: 10%	\$12,000

Coverages and Limits:

Part 1 – Liability

Coverage A – Bodily Injury and Property Damage Liability

1. Each **Occurrence** Limit: **\$1,000,000**
2. Each **Occurrence** sub-limit and deductible applicable to damaged property:
 - a. Damage to **Cargo** Limit: **NIL**
 - b. **Cargo** Deductible: **NIL**

The sub-limit described above is part of and not in addition to the Each **Occurrence** Limit.
3. Supplementary payment limits for emergencies and search and rescue operations related to **scheduled aircraft**
 - a. **NIL** is the most we will pay for expenses incurred under an emergency condition for:
 - i. Application of foam on a runway;
 - ii. Fire and crash control and rescue; or
 - b. The lesser of **NIL** or the **insured value** of the **scheduled aircraft** is the most we will pay for repositioning expenses incurred following a landing made under emergency conditions at a location where a safe takeoff cannot be made.
 - c. **NIL** is the most we will pay for expenses incurred for search and rescue operations.

Part 2 – Physical Damage

Coverage B – Physical Damage to Scheduled Aircraft

- a. Subject to Paragraph (b) below, the limit of insurance for a **scheduled aircraft** is its **insured value**, less any applicable deductible.
- b. The insured value of any **newly acquired aircraft** or any **scheduled aircraft** modified during the policy period is subject to the Maximum **Insured Value** limit which shall be the highest insured value of any scheduled aircraft insured at the time such newly acquired aircraft is acquired or such modified scheduled aircraft is modified.

Unmanned Aircraft Liability/Physical Damage

Endorsements include but are not limited to:

- Electronic Data Event Liability Exclusion – E041
- Additional Insured – Charter Agreement Endorsement – A121
- Amendment of Defined Terms – A125
- Limited Liability War Exclusion Limited Coverage – C022
- Limited Physical Damage War Exclusion Limited Coverage – C023
- Electronic Data Recognition Exclusion Limited Coverage – C025
- Expenses for Medical Payments \$5,000 Each Occurrence – C036
- Liability for Sale of Aircraft, Aircraft Parts or Services – C039
- Terrorism (TRIA) Coverage – Hull & Liability – C054
- Aviation Personal and Advertising Injury Liability - \$1,000,000 Each Occurrence/Aggregate – C061
- Premises Coverage – C064
- Fire Legal Liability – \$100,000 Each Occurrence – C066
- Expanded Contractual Liability Endorsement – C095
- Simultaneous Operation of Unmanned Aircraft Systems – C129
- Payload Physical Damage Endorsement – C097
- Non-Owned Aircraft Liability – Unmanned Aircraft System – N004
- TRIA Disclosure – D004
- Florida Amendatory – S018

Notes of Importance:

- The policy shall not apply while a ***scheduled aircraft*** is in ***flight*** unless the ***pilot in command*** is approved by the Named Insured and appropriately licensed for the flight being conducted.
- 100% of the Annual Premium due at inception.
- In the event of a claim, we cover replacement value of the damaged item less deductible.
- State Amendatory Endorsement and Disclosure notice included as required.
- This quotation does not apply to the extent that trade or economic sanctions or other laws or regulations prohibits Global Aerospace from offering or providing insurance. To the extent any such prohibitions apply, this policy is void ab initio.

Inland Marine

Term: October 1, 2025 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Inland Marine (Per Schedule Provided)	
\$1,000,000	Blanket Unscheduled Inland Marine***
Included in Blanket	Communication Equipment***
\$1,621,597	Contractor's / Mobile Equipment***
\$1,308,131	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
\$480,000	Fine Arts***
Included in Blanket	Other Inland Marine
Not Included	Rented, Leased or Borrowed Equipment♦♦
Included in Blanket	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

Deductibles: \$1,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be scheduled.

Coverage:

1. Inland Marine coverage paid at "Agreed Value" if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.

Crime

Term: October 1, 2025 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	\$500,000	\$1,000
Forgery or Alteration Coverage	\$500,000	\$1,000
Theft, Disappearance and Destruction Coverage		
Inside	\$500,000	\$1,000
Outside	\$500,000	\$1,000
Computer Fraud Coverage (Including Funds Transfer)	\$500,000	\$1,000

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

General Liability

Term: October 1, 2025 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Deductible
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	\$100,000 SIR
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	N/A	
Employee Benefits Liability, per Occurrence	\$1,000,000	
Sublimits		
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	\$100,000	Same as General Liability
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. SIR applied to money damages and claims expenses (including investigation, adjustment and defense costs).

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Law Enforcement Liability

Term: October 1, 2025 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Deductible
Per Person	\$1,000,000	\$100,000 SIR
Per Occurrence	\$1,000,000	

Coverage:

Group A: False arrest, detention or imprisonment, or malicious prosecution

Group B: The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right or privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named covered party

Group C: Wrongful entry or eviction, or other invasion of the right of private occupancy

Group D: Erroneous service of civil papers, false imprisonment, or assault and battery

Notes of Importance:

1. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)
2. Defense Costs are paid in addition to policy limits.
3. Premium is not auditable.
4. SIR applied to money damages and claims expenses (including investigation, adjustment and defense costs).
5. Limits of Liability are subject to Florida Statute 768.28.

Law Enforcement Liability Major Exclusions

Exclusions, but not limited to:

- Contractual Liability (except mutual aid or reciprocal law enforcement contracts or agreements)
- Willful violation of penal statute or ordinance or failure to follow statutory procedures for seizing property under the Florida Contraband Forfeiture Act
- Workers Compensation, Employer's Liability and similar laws
- War
- Criminal Acts
- Aircraft, Auto or Watercraft
- Employment Injury
- Non-monetary Damages
- Federal Acts (Jones Act, General Maritime Law, the Federal Employers Liability Act, the Federal Employees Compensation Act, the Defense Base Act or the U.S. Longshore and Harbor Workers' Compensation Act)
- **Applies to General Liability, Coverage B. Personal and Advertising Injury Liability Only -** Arising out of any actual or alleged rape, sexual assault, sexual battery, sexual molestations, sexual discrimination, sexual harassment, sexual relations, sexual intimacy, sexual act, sexual activity, sexual handling, sexual exploitation, sexual exhibition, sexual exposure, undue familiarity, alienation of affections, or any behavior with sexual connotation or purpose, both direct and indirect, including the negligent employment, investigation, supervision, reporting to authorities, or retention of any "police/peace officer" for whom any insured is or ever was legally responsible.
- Personal Property in insured's care, custody or control (except for property on persons at time of arrest)
- Media Content Services Liability
- Access or Disclosure of Confidential or Personal Information and Data-related Liability
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Public Officials Liability/Employment Practices Liability

Term: October 1, 2025 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI: Claims Made**

Coverage	Limit	Deductible
Public Officials Liability Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$100,000 SIR
Employment Practices Liability Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$100,000 SIR
Sublimits		
Employee Pre-Termination Legal Consultation Services		
Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. SIR applied to money damages and claims expenses (including investigation, adjustment and defense costs).
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the “Bert J. Harris Jr., Private Property Rights Protection Act” or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers’ Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers’ Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Public Officials Liability/Employment Practices Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Cyber Liability

Term: October 1, 2025 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability		
Retroactive Date: 10/1/2025		
Coverage	Limit	Deductible
Policy Limit – Annual Aggregate	\$2,000,000	Per Below
Third Party Liability Coverage		
Privacy & Security Liability, each claim	\$2,000,000	\$25,000
Media Content Services Liability, each claim	\$2,000,000	\$25,000
PCI DSS, sublimit	\$1,000,000	\$25,000
First Party Liability Coverage		
Cyber Extortion & Ransomware, each claim	\$500,000	\$25,000
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000
Data Recovery, each claim	\$2,000,000	\$25,000
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.
Cyber Crime, refer to form for sublimits – Annual Aggregate	\$350,000	\$25,000
Social Engineering Financial Fraud*	\$350,000	\$25,000
Funds Transfer Fraud	\$350,000	\$25,000
Invoice Manipulation	\$350,000	\$25,000
Utility Fraud, refer to form for sublimits – Annual Aggregate	\$350,000	\$25,000
Crypto Jacking	\$350,000	\$25,000
Telecommunications Fraud	\$350,000	\$25,000
System Failure – BI/EE, sublimit	\$2,000,000	\$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$2,000,000	\$25,000/12 Hr.
Bricking Coverage, sublimit	\$1,000,000	\$25,000
Consequential Reputation Loss	\$1,000,000	14 Days
Period of Restoration	6 Months	

*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instructions.

Cyber Liability

Notes of Importance:

1. Defense Costs are included in the policy limits.
2. Deductible does apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability and Physical Damage

Term:

October 1, 2025 to October 1, 2026

Company:

Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 530 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	1	\$100,000 SIR
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	N/A	N/A	N/A
Uninsured Motorist	Rejected	N/A	N/A
Physical Damage			
Comprehensive (Based on 530 Vehicles)	Per Schedule	2, 8	\$1,000 per Vehicle
Collision (Based on 530 Vehicles)	Per Schedule	2, 8	\$1,000 per Vehicle
Rental Coverage	\$50 per day / \$5,000 Aggregate		N/A
Hired Physical Car Damage	\$35,000		\$1,000 per Vehicle

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

SYMBOL		DESCRIPTION
1	=	ANY "AUTO"
2	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	=	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	=	HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.

Excess Workers' Compensation

Term: October 1, 2025 to October 1, 2026

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

Contract Terms	
Liability Period	10/1/2025 – 10/1/2026
Payroll Reporting Period	10/1/2025 – 10/1/2026
Payroll	\$39,063,397
Self-Insured Retention	\$350,000
Specific Limit	Statutory
Employers Liability Limit	\$2,000,000/\$2,000,000/\$2,000,000

Notes of Importance:

1. TPA Fees are not included in this proposal.
2. State taxes and assessments are not included in the premium and are the responsibility of the insured.
3. **If TPA is other than PGCS, first dollar TPA losses required on a quarterly basis.**
4. **Certification of Servicing for Self-Insurers form filed with the State of Florida (SI-19) must be received PRIOR to binding excess WC**
5. Final premium subject to payroll audit.

Premium Recapitulation Page 1 of 2

	<u>Annual Premium</u>
Total Premium (All Coverages Proposed) (Does not include options for additional \$35M AOP or TRIA) Detailed by line Premiums Below	\$2,469,883.82
Property \$15,000,000 Primary Limit – All Risks Incl Named Windstorm, Flood & Earthquake Lloyds of London - \$13,500,000 part of \$15,000,000 Primary Everest Indemnity Insurance Company - \$1,500,000 part of \$15,000,000 Primary	
Premium	\$1,892,000.80
Administration Fee	\$500.00
Florida EMPA Fee	\$8.00
Total Premium	\$1,892,508.80
Optional TRIA	\$9,500.00
OPTIONAL- \$50M AOP Limit (Excluding Named Windstorm, Flood & Earthquake) Lloyds of London (100%) - \$35,000,000 Excess \$15,000,000	
Premium	\$112,360.00
Administration Fee	\$250.00
Florida EMPA Fee	\$4.00
Total Premium	\$112,614.00
Terrorism	
Premium	\$21,250.00
Policy Fee	\$250.00
Total Premium	\$21,500.00
Equipment Breakdown	
Premium	\$10,630.25

Premium Recapitulation Page 2 of 2

	<u>Annual Premium</u>
Unmanned Aircraft Liability/Physical Damage	
Premium	\$1,677.00
FIGA Assessment	\$16.77
Total Premium	\$1,693.77
<i>Preferred Package</i>	
Inland Marine	\$17,711.00
Crime / Employee Dishonesty	\$3,140.00
General Liability	\$52,712.00
Law Enforcement Liability	\$67,713.00
Public Officials / Employment Practices Liability	\$30,766.00
Cyber Liability	\$8,030.00
Automobile Liability	\$69,533.00
Automobile Physical Damage	\$115,421.00
Excess Workers' Compensation	\$178,525.00
Package Payment Plan:	Annual

Within our coverage proposal, all coverages are non-separable. There is an option within the Layered Property program for higher limits; it would be at the City's discretion to elect or reject the additional coverage.

*Regarding the Firefighter Cancer Benefit Policy, we propose to keep coverage in place with the incumbent carrier. As a result, we have not provided a quote for this line of coverage.

I authorize Brown & Brown 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 10/1/2025. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject up to 50% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. 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.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
10. **With the exception of Workers' Compensation, the total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust/Company subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.

13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to the Brown & Brown. 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.
- 15. 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 insureds 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.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. 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 is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

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/>.

PREFERRED Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2024 – 2025 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.

Notice of Carrier Financial Status

Risk Management Associates, Inc., and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being quoted through **Preferred Governmental Insurance Trust (“Preferred”)**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured:	City of Key West
Line of Coverage(s):	Inland Marine, Crime, General Liability and Employee Benefits Liability, Law Enforcement Liability, Public Officials and Employment Practices Liability, Cyber Liability, Automobile Liability and Physical Damage, Excess Workers’ Compensation
Policy Number(s):	PX FL1 0442001 25-01
Policy Period(s):	10/1/2025 – 10/1/2026
Date of Notice:	8/8/2025

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
Financial Size Category: XV to I - Largest to smallest rating

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 insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

At my direction, Risk Management Associates, Inc. has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, I understand surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

I further understand the policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

City of Key West
Named Insured

Signature of Insured's Authorized Representative

Date

Lloyd's of London, Everest Indemnity Insurance Company,
Name of Excess and Surplus Lines Carrier

Property
Type of Insurance

Various/New
Policy Number/Renewal of Policy Number

10/1/2025 – 10/1/2026
Effective/Expiration Date of Coverage

Florida
State

Statement Acknowledging That Coverage Has
Been Placed With A Non-Admitted Carrier

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I further understand the policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

City of Key West

Named Insured

Signature of Insured’s Authorized Representative

Date

Lloyd’s of London

Name of Excess and Surplus Lines Carrier

Terrorism

New

Type of Insurance

Policy Number/Renewal of Policy Number

10/1/2025 – 10/1/2026

Florida

Effective/Expiration Date of Coverage

State

Tab 7

Required Forms

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Volusia)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the 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



Sworn and subscribed before me this 14 day of August 2025.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 5/24/2026



* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for City of Key West - RFP # 25-014
Property and Casualty Insurance Coverage

2. This sworn statement is submitted by Risk Management Associates, Inc.
(name of entity submitting sworn statement)

whose business address is 300 North Beach Street 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 _____)

3. My name is Matthew Montgomery
(please print name of individual signing)

and my relationship to the entity named above is Executive Vice President

4. 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 with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), 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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

X The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(date)

COUNTY OF Volusia

Matthew Montgomery who, after first being sworn by me, affixed his/her
(name of individual signing)

My commission expires: 05/24/2026

 Notary Public State of Florida
Victoria L Reedy
My Commission
HH 268000
Exp. 5/24/2026

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Risk Management Associates, Inc.

SEAL:

Address



Signature

Matthew Montgomery

Print Name

Executive Vice President

Title

DATE: 08/14/2025

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.

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 

Sworn and subscribed before me this 14 day of August 20 25.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 05/24/2026



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

* * * * *

CONE OF SILENCE AFFIDAVIT

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 Code of Ordinances Sec. 2-773 Cone of Silence.

By: Matthew Montgomery 

Sworn and subscribed before me this

14 day of August, 2025.

Victoria L Reedy

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 05/24/2026



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 Volusia)
 SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

14 day of August, 2025.

Victoria A. Reedy
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 05/24/2026

N/A

LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. **Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.**
- b. **Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.**
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Title or Rank

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

08/14/2025

Date



(Signature of Authorized Representative)

State of Florida,

County of Volusia,

Personally Appeared Before Me, the undersigned authority, Matthew Montgomery who, being personally ☒ know or having produced his/her signature in the space provided above on this 14 day of August, 2025.


Signature, Notary Public

05/24/2026

Commission Expires

Stamp/Seal:



AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT

FOR LABOR OR SERVICES

Entity/Vendor Name: Risk Management Associates, Inc.

Vendor FEIN: 59-2445801

Vendor's Authorized Representative: Matthew Montgomery, Executive Vice President
(Name and Title)

Address: 300 North Beach Street

City: Daytona Beach State: Florida Zip: 32114

Phone Number: (386) 239-7245

Email Address: Matt.Montgomery@bbrown.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Matthew Montgomery, who is
authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: Matthew Montgomery

Title: Executive Vice President

DATE: 08/14/2025

VENDOR CERTIFICATION REGARDING

SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name:

Risk Mangement Associates, Inc.

Vendor FEIN: 59-2445801

Vendor's Authorized Representative Name and Title:

Matthew Montgomery, Executive Vice President

Address:

300 North Beach Street

City: Daytona Beach State: Florida Zip: _____

32114

Phone Number: (386) 239-7245

Email Address: Matt.Montgomery@bbrown.com

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By:

Matthew Montgomery

Executive Vice President

Print Name

Print Title

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

