

**PROFESSIONAL SERVICES AGREEMENT**  
**(Comprehensive Risk Management Services)**

THIS AGREEMENT ("Agreement") is entered on 30 day of Sept., 2015, by and between the City of Lake Worth, a Florida municipal corporation ("City") and Ben Few & Company, Inc., a Florida corporation ("Consultant").

**RECITALS**

**WHEREAS**, since February 3, 2011, pursuant to a competitive selection process, the City has been utilizing the Consultant for Risk Management advisory services including, but not limited to, analyzing claims, identifying risk, reviewing insurance policies, assisting in closing reserve accounts and advising on risk-related issues; and

**WHEREAS**, the City's Agreement with the Consultant is set to expire in February 2016; and

**WHEREAS**, the City is in need of additional risk management consultant services including, without limitation, acting as the City's liaison with the City's third party administrators for claims, developing claims and insurance budget for each fiscal year and providing claims analysis for City staff; and

**WHEREAS**, the Consultant has submitted a proposed scope of services to address the City's current and additional risk management needs; and

**WHEREAS**, the City desires to engage the Consultant as its primary risk management consultant; and

**WHEREAS**, pursuant to section 2-112(c)(6) of the City's procurement code, the City is authorized to directly contract with Consultant for the provision of professional services; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S SERVICES.** The Consultant shall provide those risk management services as set forth in Exhibit "A" attached hereto and incorporated herein. The parties existing Professional Services Agreement, entered on February 3, 2011 and expiring February 2, 2016 is hereby terminated.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, LIQUIDATED DAMAGES AND TERMINATION.**

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for one (1) year unless earlier terminated as stated herein. The term may be extended by written agreement of the parties.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

e. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

f. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

g. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

h. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### **SECTION 5: COMPENSATION.**

a. Payments. The City agrees to compensate the Consultant in accordance with the fee schedule set forth in **Exhibit "A"**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed sixty thousand dollars (\$60,000.00) for the initial one year term.** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.** The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its

officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant’s insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 10: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City’s Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	\$1, 000,000 per occurrence

Independent Consultant, personal injury) \$2,000,000 annual aggregate

Automobile (owned, non-owned, & hired) \$ 1,000,000 single limits

Worker's Compensation \$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 12: SUCCESSORS AND ASSIGNS.** The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth, FL 33460

and if sent to the Consultant, shall be sent to:

Ben Few & Company, Inc.  
4560 Via Royale, Suite 3  
Fort Myers, FL 33919

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit “A”. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit “A”, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit “A” to the City shall become the property of the City upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 32: REPRESENTATIONS and BINDING AUTHORITY.** By signing this Agreement, Michael E. Burton hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

b. Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION.** Each party (the “Receiving Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the



“Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party’s Confidential Information, (iv) that is already in the Receiving Party’s possession at the time of disclosure, or (v) that is required to be released by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Comprehensive Risk Management Services) as of the day and year set forth above.

**CITY OF LAKE WORTH, FLORIDA**

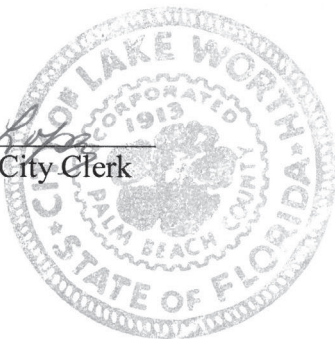
By: *Pam Triolo*  
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

*Pamela J. Lopez*  
Pamela J. Lopez, City Clerk

*Glen J. Torcivia*  
Glen J. Torcivia, City Attorney



**BEN FEW & COMPANY, INC.**

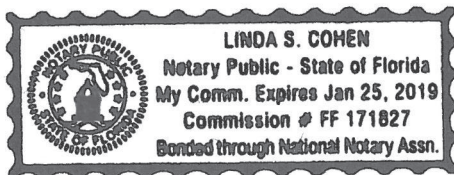
By: *Ben Few*  
Ben Few, III CEO

[Corporate Seal]

STATE OF FLORIDA)  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 22nd day of Sept, 2015, by Ben Few, III, as CEO of Ben Few & Company, Inc., a Florida corporation, and who is personally known to me or who has produced the following as identification.

*Linda S. Cohen*  
Notary Public



## EXHIBIT "A"

### **CONSULTANT's Scope of Services**

For your reference, the following scope represents the services offered in a full-time consulting capacity and offers a glimpse into our working relationship with clients. Your program will consist of, but not be limited to the following services:

1. Be available on a daily basis to assist the Client's staff with general questions, process development, and contract reviews.

Ben Few III and Ben Few IV are available on a daily basis to all accounts they handle. They can be reached either by phone or email 24/7, and can be on the Client's premises in three hours, if need be. Process development and contract review are part of our standard service package delivered to clients to stay consistent with the risk transfer methods chosen.

2. Organize a systematic collection of data that is required for renewals and policy maintenance. This is done in a manner to minimize time demands on staff.

All client data is initially collected by our firm and electronically stored in our secured system in order to build a baseline for necessary future information. This information is kept on file in our office, so that minimal requests for information are made to the Client's staff. We offer our 'total policy management system' so that staff does not have to be involved at all, should they so desire. Once we have stored the information in our system, only that information that is subject to change may necessitate a request for an update from Client's staff (i.e. annual revenue basis, payrolls, etc.) We would anticipate regular communication with the Client's staff in general, so there would be constant dialogue with regard to any changes being made.

3. Complete all policy applications (except signatures) and present to the Client's staff for review and signature.

This is done for all clients, and is part of our total policy/data management system. Once the information is in our system, only minor adjustments need to be made, thus requiring less man hours from the Client's staff.

4. Act as a liaison between the Client's staff, brokers and other service providers to review policies for accuracy and follow up with brokers to resolve issues.

Ben Few & Company, Inc. acts the main point of contact between all risk management service providers and all of our clients. In this way, we are able to streamline any requests for information that may become necessary, again relieving pressure on the Client's for man hours.

5. Direct bidding and placement of all coverage and services associated with the Self Insurance Program.

Ben Few & Company, Inc. not only handles this particular service for our self-insured governmental/municipal clients, but for all of our private clients as well. Normally, it is our standard practice to engage the marketplace on behalf of clients every three years, but ultimately it is the client's decision on the frequency with which we go to bid. We prepare the specifications, issue the RFP, manage inquiries, receive proposals, evaluate proposals and present them to the Client's staff with an analysis and recommendation for approval. The entire process is facilitated by our office, so that client staff is free for other priorities.

Ben Few & Company, Inc. is well known and respected in the Florida market place as an independent, unbiased and well versed Risk Management Consulting firm and will be able to fairly bring all possible

markets into the RFP process. We have specific and extensive experience working with the major municipal insurance markets (PGIT, FMIT, Gallagher, etc.).

6. Provide a copy of all exposure data, loss information and applications that are submitted for marketing.

As part of our client filing system, all data—whether exposure, loss, financial or otherwise—is safely stored in our secured system, and electronically available to our clients at any time.

7. Follow-up on all policy maintenance requirements, such as workers compensation audits and builders risk reports.

Again, our firm maintains all policies for our clients, as part of our total policy management system, so this part of the scope of services is simply an extension of that. We prepare audit projections for all of our clients, both municipal and private, so that they know what to expect well before the audit takes place. We also like to be on premises when audits take place to ensure they are done accurately, as many times, questions from auditors can result in unnecessary reclassification of certain exposures.

8. Manage Certificate of Insurance issuances to assure they are in compliance with Client's coverage and internal procedures (Brokers will issue certificates, but the certificate terms should be monitored by the consultant).

This has become a necessary process with the newer Acord forms causing quite a bit of confusion between insureds and certificate holders of all sorts. Ben Few & Company, Inc. monitors all certificate specifics, both required of our clients and required by them to make sure all risk transfer methods are consistent.

9. Present a preliminary risk management budget to the Client each year.

This is done with all clients. We will prepare projected budgets based on perceived market conditions, along with expected loss results.

10. Present a final risk management budget to the Client each year.

The preliminary budget will be amended to reflect the actual costs of the new program.

11. Assist with developing needs for insurances not directly related to the self-insured program.

We help our clients develop all types of unique loss transfer methods, from the traditional purchase of insurance to self-insurance programs and reserving for losses not necessarily thought to be insurable.

12. Identify risk exposures and update exposure data to determine insurance policies' need for amendment.

This function goes hand-in-hand with our policy management system. Since we meet (and communicate) with clients on a regular basis, we are able to stay on top of any new or different exposures they may be facing due to change in business landscape, re-structuring, new endeavors, etc. We are able to advise all our clients on best practices for identifying new exposures as they are created, in ways that fit seamlessly into the clients' daily routines, so nothing is overlooked. The policy management system helps to support this as the information is accessible at any time, making it easy to manipulate at a moment's notice.

13. Provide loss fund recommendation reports to the Client each year, based on the corresponding actuarial reports.

Again, this a function provided to our current self-insured clients, and we anticipate providing the service for the City of Lake Worth.

14. Obtain & review all binders prior to submission to the Client.

Follow-up for receipt of and review all issued policies to assure they are complete and in compliance with quotes. Confirm accuracy, resolve any deficiencies in writing with the broker/carrier and provide the Client with documentation of the outcome.

This part of Ben Few & Company, Inc.'s total policy management system is to review binders upon receipt, and subsequently, policies for accuracy. This is included in our standard service package.

15. Review all policies prior to delivering to the Client, providing comments to show endorsements' impact within the policy wording. Also, PDF copies of all policies should be prepared for the Client and provided on DVD/CD.

As mentioned in point 14, policies are reviewed for accuracy, but a risk analysis of the various endorsement implications can be provided to the Client. Generally, we like to specify which endorsements/exclusions our clients want or do not want before we go to bid for certain coverages, so that our clients know what to expect throughout the process.

16. Assist with the development of documents as needed for any insurance related competitive process, i.e. Request for Proposals, Request for Information, Request for Qualifications, etc.

As mentioned in point 5, this is contemplated under our standard service package. Should the risk manager not want us to completely handle the competitive process in question, we are happy to help in any capacity.

17. Advise the Client of new options or funding techniques in insured and self-insured areas as well as any major new or pending legislation in any field which would affect Client's total benefit programs.

Ben Few & Company, Inc. strives to stay abreast of the latest trends and developments in the insurance industry as a whole and is dedicated to providing this information to its clients. Through membership in various professional organizations (SRMC, RIMS, PRIMA, FAIA), subscriptions to industry publications, and extensive continuing education, we are able to keep clients apprised of the latest developments in risk transfer methods, whether through self-insurance or fully-transferred products and the accompanying legislative mandates.

18. Acting on behalf of the Client, if authorized to do so by the Client in any claims.

Our firm is able to offer claim support if requested to do so by the Client. We currently provide claim support to many of our clients, both public and private.

19. Assist as committee review member or assist in the evaluation of responses to Request for Proposals, Request for Information, Request for Qualifications or as needed for any insurance related competitive process, i.e. brokers and TPA services.

As mentioned in the response to point 5, this is a standard service we provide to all of our clients. Should the Client wish, we can either handle these processes in a completely independent fashion or as part of a committee.

20. Attend Client Board meetings as needed.

In addition to meetings, Ben Few & Company, Inc. is available—and prefers—to meet face-to-face with our assigned point of contact on a regular basis, whether it be quarterly, monthly, etc.

21. Analyze claims against the Client on a periodic basis to determine trend of losses, and to project the effect of such trends upon the insured and self-insured programs. Analyze claims and loss experience to determine trend of losses and to project the effect of such trends upon the level of fund balance in the self insurance fund and to recommend appropriate levels of fund balance to maintain.

This is an integral part of the risk management process. In the response to point 13, it is mentioned that we provide loss fund recommendations to the Client—claims data plays a significant role in figuring various risk retention levels and loss funding techniques. We provide loss control and subsequent loss data analysis to most, if not all, of our clients to keep track of any developing trends. While it is our goal to eliminate any trend before it has the chance to begin, we are able to identify problematic areas and implement safety programs or other loss control measures to act as preventative maintenance through our program.

22. Continuously monitor the Client's program in order to recommend structure changes in the program, procedures or administration.

As with our monitoring the industry as a whole, we monitor our clients' programs to make sure they are as efficient and effective as possible. The biggest part of the fundamental risk management process is to make sure that the program that has been implemented is gauged for success along the way and adjusted if necessary for maximum impact.

23. Assist the Client in closing reserve accounts under prior Client insurance programs with insurance carriers.

This process is handled regardless of any anticipation of insurance-related competitive bid processes.

24. Assist with education, as needed, with City staff.