

MEMORANDUM

DATE: January 20, 2023

TO: ****ORIGINAL****
CITY CLERK

FROM: Nate Rubel
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20220042

CONTRACT TITLE: Third Party Insurance Claims Administration and
Brokerage Services

VENDOR NAME: Relation Insurance Services of Florida

VENDOR ADDRESS: 700 SE Central Parkway

CITY & STATE: Stuart, FL 34994

APPROVED BY COUNCIL: Approved by TRICO Board 12/15/2022

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CONTRACT TERM: Initial Term: 01/01/2023 – 12/31/2025 (3 years)

Renewal Options: two (2) additional three (3)-year periods

Please see the attached for (1) original contract for your records

AGREEMENT FOR ADMINISTRATIVE AND BROKERAGE SERVICES

THIS AGREEMENT made and entered into this 20 day of December, 2022, by and between Treasure Coast Risk Management Program, an association of local governments constituted by Interlocal Agreement in accordance with Chapter 163, Florida Statutes, hereinafter referred to as "TRICO" and Relation Insurance Services of Florida, Inc. a Florida corporation, hereinafter referred to as "Relation."

WITNESETH

WHEREAS, four local governmental entities, hereinafter MEMBER(S), have entered into an Interlocal Agreement in order to cooperate with one another in providing Intergovernmental Risk Management Programs; and

WHEREAS, this Program known as TRICO has the ability to enter into contracts for services in accordance with its Bylaws; and

WHEREAS, the Board of Directors of TRICO, hereinafter referred to as the BOARD, has determined that it is in the best interests of the governmental entities to contract for Administrative and Brokerage Services.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual welfare of all governmental entities involved in TRICO, the parties agree as follows:

I. TERM OF CONTRACT

Commencing on the day first written above, and continuing thereafter through December 31, 2025, TRICO agrees to employ Relation to provide certain services to TRICO which are clearly set forth below under Section II (Services). This Agreement may be renewed under the same terms and conditions for two (2) additional three (3) year periods upon a vote of the Board of Directors at least thirty (30) days prior to the expiration date.

II. SERVICES

The specific work that Relation has agreed to perform pursuant to City of Port St. Lucie RFP #20220042 – Third Party Insurance Claims Administration and Brokerage Services including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

Relation will act as the Attorney-in-Fact, Fiscal Agent, Broker/Consultant, and will supervise the Risk Management Program for TRICO in compliance with applicable laws, rules and regulations governing same; and in accordance with the Interlocal Agreement and Bylaws entered into by the respective MEMBERS comprising TRICO; and as directed by the BOARD. Relation will act as the Agent of TRICO in matters related to such administration and will perform the functions listed below:

Relation the Third Party Administrator will act as an insurance broker to purchase property insurance coverage and other coverages authorized by TRICO or its members. TRICO also desires its Third Party Administrator to manage TRICO funds from an investment perspective.

1. Scope of Services

Relation will provide Third Party Administration services as required by TRICO, but not limited to the following:

- 1.1 Third Party Claims Administration proposals for lines of coverage including but not limited to the following:
 - a. Workers' Compensation
 - b. Property
 - c. Liability to Include:
 - i. General Liability
 - ii. Automobile Liability
 - iii. Public Officials Liability, including Employment Practices Liability
 - iv. Law Enforcement
 - v. Crime
 - vi. Cyber
- 1.2 Relation shall provide the following Loss Control services in conjunction with the administration of TRICO's claims. These services include:
 - a. Identification of unfavorable trends and patterns of TRICO's losses
 - b. Development of programs designed to reverse these trends and patterns

- c. Presentations to employees regarding safe work practices
 - d. Provide films and literature to TRICO regarding safe work practices
- 1.3 Relation shall perform the following services on behalf of TRICO:
- a. Assume the complete handling of all historical claims as well as new claims originating from the effective date of this contract.
 - b. Develop specific service instructions with TRICO for the handling of TRICO's claims. Develop specific service instructions with TRICO for the handling of TRICO's catastrophic claims.
 - c. Conduct adequate, timely and complete 24-hour contact investigation of claims regardless of exposure (24 hours from first notice to the TPA, not 24 hours from when adjuster received).
 - d. A minimum reserve shall be established within five [5] business days of receipt of all newly reported claims. Document and establish reserves within seven [7] days of any meaningful event change for all claims.
 - e. To ensure the highest quality of service for its members, TRICO requires the following caseload caps. To ensure these caseload caps are not exceeded, the proposer will be required to provide monthly inventory reports for all dedicated adjusters assigned to the program.
 - i. Workers' Compensation Lost time – 130 claims
 - ii. Workers' Compensation Medical Only and Events – 300 claims
 - iii. Liability/Property – 150 claims
- 1.4 Review all medical bills and bills for other services for which a claim is being made for reasonableness and conformity to rules, regulations, and legally imposed medical and surgical fee schedules.
- 1.5 Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.
- 1.6 Notify TRICO, within 48 hours of knowledge, of any claim that becomes litigated.
- 1.7 The proposer shall provide TRICO formal status reports on:
- a. Any file with a total incurred of \$25,000 or greater
 - b. Any file where indemnity has been paid for 60 days or longer
 - c. Any file with a reserve increase of \$25,000 or greater
- 1.8 The proposer shall not possess settlement authority in excess of \$5,000 with respect to claims arising from any of TRICO's lines of insurance that it administers under the specifications contained within this RFQ. Only TRICO or the entity possesses that authority and will delegate it

to the TPA as it deems necessary throughout the term of the contract. Settlements of \$50,000 or greater require TRICO Board approval prior to issuance.

- 1.9 Prepare and provide to TRICO a monthly report of all claims that have been opened, reopened, and/or closed the previous month.
- 1.10 Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file should provide an updated written file note within 48 hours to the entity after the proceeding.
- 1.11 At the request of TRICO, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to TRICO.
- 1.12 Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity and/or recovery from special or second injury funds on behalf of TRICO.
- 1.13 Prepare quarterly reports for TRICO reflecting open claims with subrogation potential to include non-excess recovery amounts.
- 1.14 Conduct on-site assessments on all property losses equal to or greater than \$10,000.
- 1.15 Periodically as appropriate, but at least every four (4) months, review all open cases and provide a strategic action plan to each entity to assist in the settlement of claims.
- 1.16 Aid in communications/coordination with the TRICO's loss control staff as necessary including providing claims data needed to target safety and prevention initiatives.
- 1.17 Pay vendor bills (attorneys, surveillance, etc.), within 30 days.
- 1.18 Report claims to TRICO's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the report to TRICO and/or the entity.
- 1.19 Prepare and file with the appropriate state agencies all applications, documentation, and data required for implementation and continuance of the TRICO program.
- 1.20 Provide RMIS access to TRICO members.
- 1.21 Prepare and present annual audit report, in conjunction with auditor, to TRICO.
- 1.22 Prepare and provide TRICO with individual annual audit reports for each TRICO member in such a format that is acceptable to TRICO.
- 1.23 Prepare monthly, quarterly, and annual reports for TRICO members, as agreed upon by the parties, in such a format that is acceptable to TRICO.
- 1.24 Account Manager assigned to TRICO must be domiciled in the state of Florida.
- 1.25 Adhere to TRICO's guidelines for assignment of defense counsel. Utilization of TRICO's preferred list of defense firms is required.

- 1.26 In the event of a change in service personnel, TRICO requires advance notification and an introduction of new personnel within 30 days of hire. TRICO retains the right to approve or disapprove of all personnel assigned to their program.
- 1.27 Relation will support TRICO's efforts in continual development of Risk Management Policies. This would include: presentation of industry standard practices; assistance in development of policies that support the goals of TRICO toward use of local resources; innovation in the design of risk funding TRICO; and assist in presentations to policy and decision making authorities. Inform TRICO of applicable federal and State compliance legislation, legislative trends and issues, and necessary governmental filings.
- 1.28 Relation will assist in the identification and evaluation of risk exposures TRICO faces and provide support and coordination with actuarial efforts on behalf of TRICO. Assist in the determination of the level of risk retention that is appropriate and recommend proper limits and coverages for risks/exposures common to similar size pools.
- 1.29 Relation will provide support to TRICO in development of risk financing plans that enable TRICO to succeed in its overall financial planning and budgeting. Coordinate with actuarial efforts and provide comprehensive information on market conditions and trends. Support innovation in design of financing mechanisms.
- 1.30 No less than 90 calendar days prior to renewal of coverages, Relation will meet with TRICO, to present a marketing report. This report is to provide TRICO with: current program evaluation; marketing timetable; ratings of markets to be approached; broker recommendations and reasons; and anticipated rates and premium. Organize the presentation of the risk financing plan and exposures to the appropriate markets. Review the presentation plan and documents with the TRICO for approval to proceed. Advise TRICO on methods of optimizing and developing high-quality relationships with the markets as a trusted client. Negotiate best terms, rates, and conditions. Monitor the financial condition of insurers, including their ability to pay claims promptly, and advise TRICO or the entity whenever any insurer is downgraded by any rating agency.
- 1.31 Prior to submission of marketing report, Relation will prepare a matrix of insurance proposals received, to include an evaluation of coverage, limits, and cost. Recommendations should be submitted 45 days or as soon as practicable prior to the policy expiration dates. Please confirm that you can adhere to these dates or advise as to exceptions. Relation to include recommendations of carriers and justification as to why such carrier is being recommended.

- 1.32 Relation will be responsible for verification of policy language, checking for: accuracy, appropriate form, and compliance with requirements, proper application to risk, and TRICO's intended needs as specified. Provide expertise in the interpretation and preparation of manuscript insurance policy forms and endorsements.
- 1.33 Relation will work with TRICO to negotiate and purchase the following insurances including, but not limited to the following: Accidental Death and Dismemberment, Active Shooter, All Risk Property, Automobile Liability, Aviation (Drone), Crime, Cyber Liability, Excess Workers' Compensation, Fitness Center, Law Enforcement Liability, Pollution Liability, Public Officials/Employment Practices Liability, and Watercraft Liability.
- 1.34 Relation is responsible for billing of premiums to TRICO members. Broker shall state if compensation is on a fee or commission basis.
- 1.35 Provide a thorough review and recommendation on contracts, leases and other agreements to assess the adequacy of insurance, assumption of liability and other risk management issues. For purposes of RFPs, Relation will receive a draft of the RFP that is scheduled to be issued and will be asked to suggest how the insurance section should be worded. Relation should anticipate a consistent volume of these reviews and at times, they may need to be completed the same day. Assistance on certificates of insurance will also be requested on an as-needed basis.
- 1.36 Relation is to support TRICO with resources for trending, forecasting, and premium calculation and allocation in cooperation with actuarial services used by TRICO.
- 1.37 Relation will be asked to comment and recommend what coverage requirements should be required of third parties requesting use of property owned by TRICO entities. In your response, please offer a narrative of your experience with various types of events and your methodology behind how you determine the types of coverages and limits that may be required.
- 1.38 Maintain in full force and effect at all times insurance coverage, limits, including endorsements described herein:
 - a. Workers' Compensation Insurance: Relation shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability will include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary and non-contributory basis. Should scope of work performed by Relation under the Agreement qualify its employee for benefits under Federal Workers' Compensation Statute, proof of appropriate Federal Act coverage must be provided to TRICO.

- b. General Liability Insurance: Relation shall agree to maintain Commercial General Liability insurance issued under an occurrence form basis with limits of not less than:
- | | |
|--|-----------------------|
| i. Each occurrence | \$1,000,000 |
| ii. Personal/advertising injury | \$1,000,000 |
| iii. Products/completed operations aggregate | \$2,000,000 |
| iv. General aggregate | \$2,000,000 |
| v. Fire damage | \$100,000 any 1 fire |
| vi. Medical expense | \$10,000 any 1 person |

An Additional Insured endorsement shall be attached to the certificate of insurance under the General Liability policy. Defense costs are in addition to limits of liability. Coverage shall respond on a primary and non-contributory basis. A waiver of subrogation shall be provided. Contractual liability is to be included. Coverage shall extend to independent contractors Relation engages to provide services under the Agreement. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

- c. Automobile Insurance: Relation shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each accident covering any auto, owned, non-owned and hired automobiles. If Relation does not own any automobiles, the Business Auto Liability requirement may be amended allowing Relation to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability or separate Business Auto Coverage. Relation will ensure that its policy has either a blanket additional insured provision or, where possible, TRICO shall be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
- d. Professional Liability Insurance: Relation shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, TRICO reserves the right, but not the obligation, to review and request a copy of Relation's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Relation warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Relation shall agree to purchase a SERP with a minimum reporting period not

- less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
- e. Crime Insurance: Relation shall agree to maintain Crime Insurance in limits not less \$1,000,000 per loss for employee theft, theft of monies and securities, forgery or alteration, and funds transfer fraud. TRICO shall be named as a loss payee. A waiver of subrogation shall be provided in favor of TRICO. Coverage shall apply on a primary and non-contributory basis.
- i. Employee Theft-Per Loss Coverage \$1,000,000
 - ii. Forgery or Alteration \$1,000,000
 - iii. Money & Securities - Inside \$ 100,000
 - iv. Robbery, Safe Burglary of other Property-Inside \$ 100,000
 - v. Computer Fraud \$1,000,000
 - vi. Funds Transfer Fraud \$1,000,000
 - vii. Money Orders & Counterfeit Paper Currency \$1,000
- f. Cyber Liability Insurance: Relation shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. Relation will ensure that its policy has either a blanket additional insured provision or, where possible, TRICO shall be listed as an additional insured. Coverage shall apply on a primary and non-contributory basis.
- g. Relation shall agree to maintain a Waiver of Subrogation for each required policy under this Section where feasible. When required by the insurer, or when a policy condition does not permit Relation to enter into a pre-loss contract to waive subrogation without an endorsement, Relation agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy required under this Section where a condition to the policy specifically prohibits such an endorsement or voids coverage should Relation enter into such a contract on a pre-loss basis.
- h. Relation may satisfy the minimum limits required in this Section under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an aggregate limit not less than the highest "Each Occurrence" limit for the applicable coverage (i.e., Commercial General Liability, Business Auto Liability, Employers' Liability).

- i. All deductible amounts shall be paid for and be the responsibility of Relation for any and all claims under this Agreement.
- j. All insurance carriers providing coverage to Relation pursuant to this Section must have an AM Best rating of at least A:VII or better.
- k. It shall be the responsibility of Relation to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Relation to obtain Certificates of Insurance from all contractors, independent contractors, and sub-contractors, listing TRICO as an Additional Insured without the language when required by written contract. If Relation, their independent contractor or subcontractor maintain higher limits than the minimums shown above, the TRICO requires and shall be entitled to coverage for the higher limits maintained by TRICO, independent contractor, or subcontractor.
- l. In the event that the statutory liability of TRICO is amended during the term of the Agreement to exceed the limits referenced above, TRICO shall notify Relation in writing, and Relation shall then provide coverage at least equal to the amended statutory limit of liability of TRICO.

Relation shall provide the above services and use its best efforts to comply with the timeframes indicated. To the extent that unforeseen circumstances beyond the control of Relation have a material impact on the ability to provide such services within the specified timeframes, Relation shall so advise TRICO.

III. COMPENSATION

A. Relation's fee will be \$700,000.00 for the first year. The fee for year two and year three will be \$770,000.00 per year. The annual fee for the renewal terms will be determined at the time of contract renewal. This fee includes handling all claims which occur from inception of the Program through the term of the contract and all other services described herein. The fee will be paid quarterly in advance.

Brokerage and Casualty Services remuneration will be commissions as is customary for the carrier writing the products. This includes insurance, reinsurance or other ancillary coverages as may be offered currently or in the future. Relation shall, if requested, disclose and provide to TRICO in writing the applicable rate of compensation paid by each carrier.

B. Relation will maintain a Dedicated Service Unit (DSU) to handle TRICO claims. This unit will consist of: one (1) Liability Adjuster, one (1) Workers' Compensation Adjuster, two (2) Claims Service Representatives and one (1) Risk Management Specialist. Relation, with the Board's approval, reserves the right to allocate staff as the needs of the program evolve; and to maintain claims caseload counts, as specified in this agreement.

IV. NOTICE

Whenever written notice is required under the terms of this Agreement, it shall be delivered either in person or by registered mail to the appropriate party. Notice by registered mail shall be addressed as follows:

ADMINISTRATOR: President
Relation Insurance Services of Florida, Inc.
700 SE Central Parkway
Stuart, FL 34994

TRICO: Notice shall be delivered to each MEMBER.

V. NON-ASSIGNMENT

No party hereto shall have the right to assign this Agreement without the written consent of the other party, which consent will not be unreasonably withheld.

VI. NON TRANSFER OF POWERS

Nothing contained in this Agreement shall be construed to constitute a Transfer of Powers in any way whatsoever. This Agreement is solely an Agreement for provision of services. Each and every governmental entity which comprises the Program known as TRICO shall each retain all legislative authority with regard to their respective governing body.

VII. SETTLEMENT OF DISPUTES

In the event that any dispute shall arise between the parties which they are not able to otherwise mutually agree upon and settle, each of them does hereby agree to submit such dispute first to mediation, if reasonably available, and thereafter, if any dispute shall remain, to binding arbitration

under the provisions of the American Arbitration Association or other mutually acceptable arbitration procedure.

VIII. SEVERABILITY

Should any provision of this Agreement be declared invalid by a Court of competent jurisdiction, same shall be deemed stricken and all other terms and conditions of this Agreement shall continue in full force and effect as if the invalid provision had never been made a part hereof.

IX. NON-WAIVER

No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed as waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

X. CONTROLLING LAW AND VENUE AND ATTORNEYS FEES

This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be in Martin County, Florida.

XI. MISCELLANEOUS

Relation warrants that it treats all employees equally without regard to race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation or disability. Relation warrants that it has not employed or retained any company or person to solicit this Agreement. If requested by the BOARD, Relation shall give the BOARD a surety bond for faithful performance in an amount directed by the BOARD, such surety premium to be an expense of TRICO. The TRICO Interlocal Agreement and Bylaws shall control over any provisions in this Agreement to the contrary. Relation shall comply with all applicable provisions of Chapters 112, 119, 218, 280 and 286, Florida Statutes, and any other applicable laws, rules and regulations regarding the scope of this Agreement.

XII. INDEMNIFICATION

Relation agrees to indemnify, defend and hold TRICO harmless:

- (a) for any penalty or fine TRICO shall suffer that is solely the fault of Relation;
- (b) for any claim payment or premium payment that is made in error provided the amount paid in error is not recoverable through normal procedures and provided it is within Relation's ability to discover the error using a standard of care reasonable under the circumstances;
- (c) for any claims resulting from errors, omissions or negligence on the part of Relation unless the actions of Relation were taken at the direction of TRICO or as the result of TRICO's negligence.

Both parties acknowledge that TRICO is the final authority in the administration of this Program.

Both parties acknowledge that neither TRICO nor Relation have the authority or capacity to affect or force the settlement of a claim by any Insurance Company providing benefits as a part of TRICO's Plan.

XIII. RECORDS

Trico is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of TRICO.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with TRICO. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to TRICO, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to TRICO within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from TRICO's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records TRICO.

Upon completion of the contract, transfer, at no cost to TRICO, all public records in possession of the Contractor, or keep and maintain public records required by TRICO to perform the service. If the Contractor transfers all public records to TRICO upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TRICO, upon request from TRICO's custodian of public records in a format that is compatible with the information technology systems of TRICO.

XIV. TERMINATION

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for TRICO to declare the Contractor in default of its obligations under the contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to TRICO's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or TRICO

reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. If TRICO determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Contractor has engaged in conduct that has or may expose TRICO to liability, as determined in TRICO's sole discretion;
- VIII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default. If there is a default event caused by the Contractor, TRICO shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in TRICO's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, TRICO may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

Termination for Convenience. TRICO may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract upon one hundred eighty (180) days written notice to successful Contractor Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to TRICO up to the time of termination, pursuant to Florida law.

XV. AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables TRICO to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion

of any required audit, whichever is later. Records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit TRICO's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to TRICO during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, TRICO reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of TRICO's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure TRICO has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to TRICO.

XVI. E-VERIFY

In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- I. If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain

a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

- II. TRICO, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate the contract with the person or entity.
- III. TRICO, upon good faith belief that a subcontractor knowingly violated the provisions of this subsection, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor.
- IV. A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.
- V. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this subsection.

XVII. ENTIRE AGREEMENT


This Agreement constitutes the entire understanding of the parties with respect to the provision of administrative services relative to the several governmental entities. It may not be modified nor any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both parties. The parties may change the scope of services or the amount of compensation as set forth herein by written agreement. The provisions of this Agreement supersede any prior Agreements or understandings to the contrary.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20th day of December, 2022.

TRICO BOARD



BY: Chairperson




WITNESS


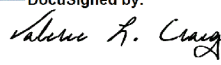
WITNESS

Relation Insurance Services of Florida, Inc.

DocuSigned by:


BY: 8F628C9965F5408...
CEO

DocuSigned by:


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DocuSigned by:


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AMENDMENT ONE

TO

AGREEMENT FOR ADMINISTRATIVE AND BROKERAGE SERVICES

THIS AMENDMENT ONE (“Amendment”) to the Agreement for Administrative and Brokerage Services is made and entered into this 19 day of October 2023, by and between Treasure Coast Risk Management Program, an association of local governments constituted by Interlocal Agreement in accordance with Chapter 163, Florida Statutes, hereinafter referred to as “TRICO” and Relation Insurance Services of Florida, Inc., a Florida corporation, hereinafter referred to as “Relation.”

RECITALS

WHEREAS, St. Lucie County BOCC, Martin County BOCC, the City of Port St. Lucie, and the City of Stuart, hereinafter individually referred to as the “Members” and collective referred to as the “Party” entered into an Interlocal Agreement recorded in the Official Records of St. Lucie County at Book __ Page ____ in order to cooperate with one another in providing Intergovernmental Risk Management Programs; and

WHEREAS, the Members entered into the Agreement for Administrative and Brokerage Services on December 20, 2022 with Relation (“Agreement”); and

WHEREAS, TRICO does not provide coverage for those insurance claims made by the Members unless the claim is a result of negligence on behalf of the Member; and

WHEREAS, the Members desire to amend the Agreement to provide additional detail regarding services provided by Relation to each Member,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The foregoing Recitals are hereby incorporated as forming the intent and purpose of the agreement and the Amendment.
2. Section II. Services of the Contract is hereby amended include the following:

Relation agrees to provide adjustment services for those claims not covered by TRICO to each Member at a rate of \$1,000 per claim. For example, inverse condemnation, malpractice, sewer-backup or other coverages excluded from the TRICO program.

3. All remaining terms and conditions shall remain in effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date indicated below.

TRICO BOARD

By: 
CHAIRPERSON

Date: 10/19/2023

RELATION INSURANCE SERVICES OF FLORIDA, INC.

By: 
CEO - President, FL

Date: 10 | 19 | 23

AMENDMENT TWO

TO

AGREEMENT FOR ADMINISTRATIVE AND BROKERAGE SERVICES

THIS AMENDMENT ONE (“Amendment”) to the Agreement for Administrative and Brokerage Services is made and entered into this 18 day of January 2024, by and between Treasure Coast Risk Management Program, an association of local governments constituted by Interlocal Agreement in accordance with Chapter 163, Florida Statutes, hereinafter referred to as “TRICO” and Relation Insurance Services of Florida, Inc., a Florida corporation, hereinafter referred to as “Relation.”

RECITALS

WHEREAS, St. Lucie County BOCC, Martin County BOCC, the City of Port St. Lucie, and the City of Stuart, hereinafter individually referred to as the “Members” and collective referred to as the “Party” entered into an Interlocal Agreement recorded in the Official Records of St. Lucie County at Book ___ Page ___ in order to cooperate with one another in providing Intergovernmental Risk Management Programs; and

WHEREAS, the Members entered into the Agreement for Administrative and Brokerage Services on December 20, 2022 with Relation (“Agreement”); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **II SERVICES 1. Scope of Services 1.19** shall be replaced in its entirety and replaced with:
 2. 1.19 Prepare and file with the appropriate state agencies all applications, documentation and data required for implementation and continuance of the TRICO program. This is to include any state reporting requirements. Any late or missed reporting fines, penalties, or fees, required by Administrator, will be the responsibility of the Administrator.
3. All remaining terms and conditions shall remain in effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date indicated below.

TRICO BOARD

By: _____

CHAIRPERSON

Date: _____

RELATION INSURANCE SERVICES OF FLORIDA, INC.

By: _____

CEO President, FL

Date: _____

AMENDMENT THREE

TO

AGREEMENT FOR ADMINISTRATIVE AND BROKERAGE SERVICES

THIS AMENDMENT THREE (“Amendment”) to the Agreement for Administrative and Brokerage Services is made and entered into this 21 day of November 2024, by and between Treasure Coast Risk Management Program, an association of local governments constituted by Interlocal Agreement in accordance with Chapter 163, Florida Statutes, hereinafter referred to as “TRICO” and Relation Insurance Services of Florida, Inc., a Florida corporation, hereinafter referred to as “Relation.”

RECITALS

WHEREAS, St. Lucie County BOCC, Martin County BOCC, the City of Port St. Lucie, and the City of Stuart, hereinafter individually referred to as the “Members” and collective referred to as the “Party” entered into an Interlocal Agreement recorded in the Official Records of St. Lucie County at Book __ Page ____ in order to cooperate with one another in providing Intergovernmental Risk Management Programs; and

WHEREAS, the Members entered into the Agreement for Administrative and Brokerage Services on December 20, 2022 with Relation (“Agreement”); and

WHEREAS, TRICO does not provide coverage for those insurance claims made by the Members unless the claim is a result of negligence on behalf of the Member; and

WHEREAS, the Members desire to amend the Agreement to provide additional detail regarding services provided by Relation to each Member,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The foregoing Recitals are hereby incorporated as forming the intent and purpose of the agreement and the Amendment.
2. Section II. Services of the Contract is hereby amended include the following:

Relation agrees to provide adjustment services for those claims not covered by TRICO to each Member at a rate of \$1,000 per claim. For example, inverse condemnation, malpractice, sewer-backup or other coverages excluded from the TRICO program. TRICO also authorizes Relation to adjudicate claims on behalf of TRICO LLC.

3. All remaining terms and conditions shall remain in effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date indicated below.

TRICO BOARD

By:  _____
CHAIRPERSON

Date: 11/21/24

RELATION INSURANCE SERVICES OF FLORIDA, INC.

By:  _____
CEO

Date: 11/21/24

**AMENDMENT FOUR
TO
AGREEMENT FOR ADMINISTRATIVE AND BROKERAGE SERVICES**

THIS AMENDMENT FOUR (“Amendment”) to the Agreement for Administrative and Brokerage Services is made and entered into this 29 day of December 2025, by and between Treasure Coast Risk Management Program, an association of local governments constituted by Interlocal Agreement in accordance with Chapter 163, Florida Statutes, hereinafter referred to as “TRICO” and Relation Insurance Services of Florida, Inc., a Florida corporation, hereinafter referred to as “Relation.”

RECITALS

WHEREAS, four local governmental entities, hereinafter referred to as the “Members” have entered into an Interlocal Agreement in order to cooperate with one another in providing Intergovernmental Risk Management Programs; and

WHEREAS, this Program known as TRICO has the ability to enter into contracts for services in accordance with its Bylaws; and

WHEREAS, the Members entered into the Agreement for Administrative and Brokerage Services on December 20, 2022 with Relation (“Agreement”); and

WHEREAS, the Members desire to renew the Agreement under the same terms and conditions for the first of two additional three (3) year renewal periods.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Agreement are hereby incorporated and made a part of that Agreement.

1. **RENEWAL**. The parties hereby agree that the Agreement will be renewed for an additional period, as follows:
 - a. Renew Agreement term for an additional three (3) years, as follows:
 - Beginning Date of Amendment Term: January 1, 2026
 - End Date of Amendment Term: December 31, 2028
 - b. The parties agree the Agreement will expire at midnight on the date defined as the "End Date of Amendment Term" unless the parties agree in a duly executed writing to extend the Agreement for an additional period.

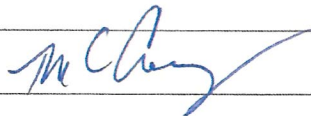
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Agreement, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the Agreement, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

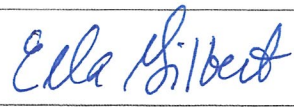
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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

RELATION

Authorized Signature:	
Printed Name and Title of Person Signing:	Tim McCreary, AS ADMINISTRATOR
Date:	12/29/25
Company Address:	700 SE CENTRAL PKWY STUART, FL 34994

TRICO

Authorized Signature:	
Printed Name and Title of Person Signing:	Ella Gilbert, as Board Member
Date:	12/29/25