

**RESOLUTION NO. 18-08-67**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING AN AGREEMENT FOR INSURANCE AND RISK MANAGEMENT SERVICES WITH BEN FEW & CO., LLC; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the “Village”) prepared and advertised a Request for Proposals (“RFP”) for insurance and risk management services, (RFP-18-18); and

**WHEREAS**, the Village Clerk received proposals in response to RFP 18-18 and a Village evaluation committee consisting of Village staff conducted a review process and provided rankings of the responses to the Village Manager and the Village Council for approval; and

**WHEREAS**, on July 19, 2018, the Village Council adopted Resolution 18-07-58, thereby approving the selection of Ben Few & Co. LLC., to provide the services set forth in RFP 18-18; and

**WHEREAS**, by executing the Agreement (the “Agreement”) with Ben Few & Co., LLC., the Village will be able to receive insurance and risk management services; and

**WHEREAS**, the Village Council has determined that approval of the Agreements is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Agreements.** The Village Council of Islamorada, Village of Islands, hereby approves the Agreement with Ben Few & Co., LLC. for insurance and risk management services pursuant to RFP 18-18, a copy of which is attached as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreements.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section 5. Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreement and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Vice Mayor Deb Gillis, second by Councilman Mike Forster.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

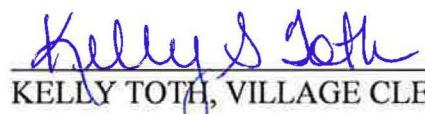
Mayor Chris Sante	YES
Vice Mayor Deb Gillis	YES
Councilman Mike Forster	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

**PASSED AND ADOPTED this 9<sup>th</sup> day of August, 2018.**



CHRIS SANTE, MAYOR

ATTEST:



Kelly S. Toth  
KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS ONLY



Roger V. Bryan  
ROGET V. BRYAN, VILLAGE ATTORNEY

**AGREEMENT**

THIS IS AN AGREEMENT, dated the 16 day of August, 2018, between:

ISLAMORADA, VILLAGE OF ISLANDS  
a Florida municipal corporation, hereinafter "VILLAGE,"

and

BEN FEW & COMPANY, LLC  
a for profit corporation, authorized to do business in the State of  
Florida, hereinafter "CONTRACTOR."

**WITNESSETH:**

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of an independent contractor to audit, review and evaluate the Village's insurance policies and issued RFP 18-18 for Insurance and Risk Management Services seeking proposals from qualified vendors.

1.2 On June 15, 2018, the VILLAGE received a proposal from CONTRACTOR in response to RFP 18-18, to audit, review and evaluate the Village's insurance policies and other related services (the "Services").

1.3 On July 19, 2018, the Village Council of Islamorada, Village of Islands adopted Resolution No. 18-07-58, thereby accepting the proposal from CONTRACTOR and authorizing the Village to negotiate an Agreement with CONTRACTOR for the proposed services.

1.4 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services as set forth herein.

1.5 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Proposal attached hereto as Exhibit "A" and as more particularly described herein.

## ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twelve (12) months following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the VILLAGE.

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

## ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 This Agreement shall commence on the date this Agreement is fully executed by all parties.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

## ARTICLE 4

## CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "A". A total contact price hereto is referred to as Contract Sum and shall not exceed **Thirty-Six Thousand Dollars (\$36,000.00)**.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A".

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.5 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; *inter alia*, all sub-CONTRACTORS and subcontractors, suppliers and laborers.

## ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate

of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

## ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

## ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force

and effect.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

## ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## ARTICLE 9 PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

## ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT  
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been

described in a separate written agreement executed by the parties hereto.

ARTICLE 11  
TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

ARTICLE 12  
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONTRACTOR's Proposal in response to RFP 18-18 to audit, review and evaluate the Village's insurance policies and other services as set forth in and made a part of this Agreement as Exhibit "A"; and all other exhibits thereto.

ARTICLE 13  
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Village.

13.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Seth Lawless, Village Manager

Village Administration Center  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Roget V. Bryan, Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

CONTRACTOR: Attn: Ben Few III  
Ben Few & Company, LLC  
4560 Via Royale, Suite #3  
Fort Myers, Florida 33919

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 **Waiver**. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**(This space intentionally left blank)**

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its \_\_\_\_\_, duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Seth Lawless  
Seth Lawless, Village Manager

AUTHENTICATION:

Kelly S. Toth  
Kelly Toth, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY

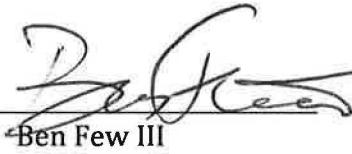
Roget V. Bryan  
Roget V. Bryan, Village Attorney

CONTRACTOR

WITNESSES:



BY:

  
Ben Few III

ATTEST:

SECRETARY

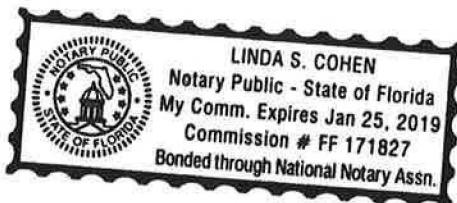
STATE OF Florida )  
COUNTY OF Lee )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ben Few III as CEO, of Ben Few & Company, LLC, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Ben Few & Company, LLC for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 16<sup>th</sup> day of August 2018.

  
NOTARY PUBLIC

My Commission Expires:



**See attached document for Exhibit "A"**

**Ben Few & Company, LLC**

*(Proposal to audit, review and evaluate the Village's insurance policies)*

# Islamorada, Village of Islands

June 15, 2018

PROPOSAL

FOR

INSURANCE AND RISK MANAGEMENT SERVICES  
RFP 18-18

PROPOSAL OFFERED BY

BEN FEW III, ARM, ARM-P, AAI  
BEN FEW IV, CRM, AAI

*risk managers*  
**BEN FEW & COMPANY, LLC**

4560 Via Royale, Suite #3  
Fort Myers, Florida 33919  
Phone 239-334-7727 Fax 239-334-8166  
[bfew@benfew.com](mailto:bfew@benfew.com)

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*risk managers*  
**BEN FEW & COMPANY, LLC**

June 15, 2018

Village Clerk  
Islamorada, Village of Islands  
Village Administrative Center, 3<sup>rd</sup> Floor  
86800 Overseas Highway  
Islamorada, Florida 33036

Re: Risk Management Consulting Services

Dear Ms. Toth:

Thank you very much for allowing us the opportunity to provide a proposal for our services to Islamorada. We are confident that our firm will both save time and bring efficiency to your program through effective risk management and insurance consulting services.

Ben Few & Company, LLC is a proud family firm, built on three generations of dedicated insurance specialists, dating back to 1958. Our firm is a true independent consulting firm, not owned by or affiliated with any insurance company or brokerage. We work only on behalf of our clients, and our client's fee is the only remuneration accepted.

We have specialized in Florida public entity insurance and risk management consulting for the last twenty-five years. Our standard public entity scope of services goes well beyond your requested scope of services and we suggest utilizing our flat fee, as our service and scope will not be limited by hourly billing. This is the fashion most of our Cities, Towns and Villages prefer.

In addition to formal training in sovereign immunity and other areas unique to the exposures the Village faces, our staff has a wealth of hands on experience providing services to our public clients. We have particular knowledge in securing efficient property coverage in the Florida Keys public entity clients. We will never take on more clients than we are staffed to handle and make the pledge to you that we will always be available and will meet all deadlines required within our scope of services.

Ben Few III, ARM, ARM-P, AAI will be the managing consultant for this engagement, and can be contacted at 4560 Via Royale, Suite 3, Fort Myers, FL 33919, (239)334-7727, or at [bfew@benfew.com](mailto:bfew@benfew.com). Ben has specific knowledge relative to public entities, self-insurance, and sovereign immunity, as these are within his area of expertise. He will work directly with the Village, with the support of Ben Few IV, CRM, AAI.

This proposal will remain in effect for at least 90 days from today.

Should you need anything in addition to what we have supplied, please let us know.

Again, thank you for this opportunity!

Very truly yours,

BEN FEW & COMPANY, LLC

A handwritten signature in blue ink, appearing to read "Ben Few III".

Ben Few III, ARM, ARM-P, AAI  
CEO

## A BRIEF HISTORY OF OUR FIRM

BEN FEW & COMPANY, LLC was incorporated in August 1993, to provide the highest quality of knowledge and service in the field of Risk Management Consulting. Our mission was, and still is, to obtain sophisticated clients that have and understand the need for in-house knowledge and control of the risk management elements of their operations and provide these organizations with substantial enhancements to existing programs. Our goal is to provide an overall increased level of comfort for staff in the field of risk management, including claims management.

A prudent buyer should always think about what they are going to buy before they make a purchase. Choosing a consultant is no different. Different consultancies and consultants have different skills and experience. While some of our peers specialize in expert witness and litigation support, which may require having attorneys on staff, consultants at Ben Few & Company, LLC are insurance industry trained, as that discipline constitutes 95% of all risk management focus. Should we require legal opinion, etc., we are aligned with specific law firms to step forward on our behalf. Likewise, we align ourselves with actuarial firms for the working philosophy.

Our firm currently handles full risk management consulting for Cities, Counties, Utilities, Universities, School Districts, Special Districts, Housing Authorities, Contractors, Convalescent Care Facilities, Physicians and CPAs—all of which have been active contracts in the last thirty-six months. Our duties include, but are not limited to: Risk Analysis; Property/Casualty RFP Preparation and Process Facilitation; Coverage Analysis and Selection; Coverage Verification; Procedure Analysis; Specification Development; Funding Methods; Management of Agents/Brokers/Companies; Insurance Audit Preparation; Bonding; Contract and Lease Reviews; Claims Management (includes in-house and third party claims handling review and audit); Safety and Maintenance Programs; Drug-Free Workplaces; and other Special Programs.

Although our firm was incorporated as a fee-only consulting firm in 1993, Ben Few III began his insurance career following graduation from college in 1974. Experience (as shown on resume) includes training in claims with USF&G Insurance Company, as well as owning a Commercial Lines Insurance Agency for eleven years. In addition to many advanced educational courses taken through Company and Agent Associations, Ben Few III committed to training for and obtaining the professional designations of Associate in Risk Management and Associate in Risk Management-Public Entities, when he decided to work in fee-only consulting. Our staff keeps abreast of the most current developments in the industry through professional publications, classes, and seminars. Ben Few III is a member in good standing and former treasurer for the Society of Risk Management Consultants ([www.srmcsociety.org](http://www.srmcsociety.org)).

Many of our governmental and private sector clients are self-insured, and as such, we have specific experience in this field.

We hold ourselves to be professionals, and as such, must have access to the most current library of risk management information and tools. We subscribe to specific risk management software, such as A.M. Best and AMS programs. We also receive monthly educational bulletins via e-mail and have unlimited access to OSHA regulations, COBRA regulations, etc.

**Ben Few & Company, LLC** is a fee-only company. We do not accept any commissions. Our client's fee is the only remuneration we will accept in conjunction with work performed on their behalf. We are not affiliated with any agency, broker, or company and do not offer any products for sale.

Our firm has worked for government entities and private businesses within the entire State of Florida and has always exceeded the service found within the scope of services requested. We can be reached by phone or e-mail 24/7.

Through over 20 years of public entity consulting in Florida, this firm has and continues to work with all prominent brokers, agents, trusts, funds, and Third-Party Administrators doing business in this State.

#### **FIRM INFORMATION**

**Name of Firm:** **Ben Few & Company, LLC**

**Principal Consultant:** **Ben Few III, ARM, ARM-P, AAI**

**Address of Firm:** **4560 via Royale, Suite 3  
Fort Myers, FL 33919**

**Telephone:** **(239)334-7727**

**Fax:** **(239)334-8166**

**Principal Email:** **bfew@benfew.com**

**Website Address:** **www.benfew.com**

**FEIN:** **65-0424873**

**Date of Incorporation:** **August, 1993**

## PUBLIC AND PRIVATE SECTOR EXPERIENCE

\*These projects are meant to substantiate our staff's time and experience in risk management. This is not a list of all our projects.

### **Ben Few III, ARM, ARM-P, AAI**

Client – City of Key West

Project – As needed consulting services and RFP services

Time – June 2012 through September 2015

Client – City of Palm Bay

Project – Risk Analysis/Self-Insurance study/Ongoing consulting services

Time – March 2015 through March 2016

Client – City of North Port

Project – Risk Analysis/Self-Insurance study/Ongoing consulting services

Time – July 2014 through present

Client – City of Cape Coral

Project – Full time, ongoing services Risk Analysis and RFP services

Time – January 2004 through January 2015

Client – City of Cooper City

Project – RFP Services

Time – July 2011

Client – City of Fort Myers

Project – Full time, ongoing services Risk Analysis and RFP services

Time – January 1995 through present

Client – City of Lake Worth

Project – Full time, ongoing services Risk Analysis and RFP services

Time – June 2009 through present

Client – City of Marco Island

Project – Full time, ongoing services Risk Analysis and RFP services

Time – June 1998 through present

Client – Island Water Association

Project – Full time, ongoing services Risk Analysis and RFP services

Time – March 2001 through present

Client – Seacoast Utility Authority

Project – RFP services

Time – Annually since 2009

**Ben Few IV, CRM, AAI**

Client – City of Key West

Project – Risk Analysis, Creation and implementation of Insurance Requirement Matrix for all

City contractors, vendors, tenants, etc., RFP services

Time – June 2012 through September 2015, April 2018 through present

Client – City of Palm Bay

Project – Risk Analysis/Self-Insurance study/Ongoing consulting services

Time – March 2015 through March 2016

Client – City of North Port

Project – Risk Analysis/Self-Insurance study/Ongoing consulting services

Time – July 2014 through present

Client – St. John’s River Water Management District

Project – Risk Analysis/Self-Insurance study and RFP services

Time – February 2013 through June 2014

Client – School Board of Broward County

Project – Risk Analysis and RFP services for Brokerage and TPA service

Time – July 2013 through present

Client - Goodwill Industries of SW FL

Project – Risk Analysis and RFP services

Time – October 2009, October 2012

Client – Marion County School District

Project – Full time, ongoing services Risk Analysis and RFP services

Time – January 2012 through present

Client – John and Elizabeth Kagan Entities

Project – Full time, ongoing services Risk Analysis and RFP services

Time – Account assigned to Ben Few IV September 2007 and is ongoing

Client – The Golf Club at Palmira

Project – Full time, ongoing services Risk Analysis and RFP services

Time – January 2009 through present

Client – Aim Engineering

Project – Full time, ongoing services Risk Analysis and RFP services

Time – Account assigned to Ben Few IV September 2007 and is ongoing

**Linda Cohen, CPSR**

Linda has been a consultant with our firm since 1997 and works as additional support staff on all accounts.

**Luke Few, CRM, AAI**

Luke provides all quantitative analyses for clients and works as additional support staff on all accounts.

Ben Few & Company, LLC's public entity clients have included, among others:

Broward County School District  
    City of Cape Coral  
    City of Casselberry  
    City of Cooper City  
    City of Fort Myers  
    City of Key West  
    City of Lake Worth  
    City of Lauderhill  
    City of Marco Island  
    City of North Port  
    City of Palm Bay  
    City of Palm Beach Gardens  
    City of Sanibel  
Florida SouthWestern State College  
    Glades County  
    Hardee County School District  
    Heron's Glen Recreation District  
    Housing Authority of Fort Myers  
    Island Water Association, Inc.  
Lee County Mosquito Control District  
    Lee Heath Hospital System  
    Leon County School District  
    Marion County School District  
    Miami Beach Housing Authority  
North Naples Fire Control and Rescue District  
    Palm Beach County Housing Authority  
    Sarasota Housing Authority  
    Seacoast Utility Authority  
St. Johns River Water Management District  
    University of Central Florida  
    Town of Fort Myers Beach  
    Town of Longboat Key  
    Village at Hawk's Cay  
    Village of North Palm Beach  
    Village of Pinecrest

## SUMMARIZED RESUMES

### **CEO and Principal Consultant - Ben C. Few III, ARM, ARM-P, AAI**

Ben began his career with United States Fidelity & Guaranty Company in 1974 and founded a successful independent insurance agency in 1979, specializing in large commercial accounts. On September 1, 1993, he saw a true need and made the move from the retail side of the insurance industry into fee-based risk management consulting services.

Ben attended Florida Southern College from 1970 to 1974 and graduated with a Bachelor of Science in Business Administration. In addition to the various educational requirements necessary to obtain proper industry licensing, he received the Associate in Risk Management professional designation and the Associate in Risk Management for Public Entities professional designation from the Insurance Institute of America. Ben is also a member and past Director of the Society of Risk Management Consultants.

Ben is a firm believer in business and community involvement. He has been a Director on two bank boards and is a past president of Rotary, Lee County Independent Insurance Agents Associations, and Greater Fort Myers Chamber of Commerce. He served as a Director for the Edison Festival of Light and was a member of the Class of 1990 Leadership Lee County. Ben's areas of expertise are: Special Districts, Municipalities, Utilities, Housing Authorities, Secondary School Districts, and Universities & Colleges.

### **President and Lead Consultant - Ben C. Few IV, CRM, AAI**

Ben C. Few IV joined Ben Few & Company, LLC in 2007, upon graduation from the University of Florida. Ben interned at Ben Few & Company, LLC for four years prior to his college graduation.

Ben received his Accredited Advisor in Insurance (AAI) professional designation in February 2012 and his Certified Risk Manager (CRM) designation in 2014.

Ben is active in the community and is a current member of Rotary International. He is also a graduate of the Fort Myers Leadership Class of 2009.

In addition to working with Ben III for all public entity clients, Ben also specializes in contractors, architects/engineers, and country clubs.

Ben is also currently a member of the Society of Risk Management Consultants.

### **Associate Consultant – Linda Cohen, CPSR**

Linda S. Cohen, CPSR joined Ben Few & Company, LLC in 1997, as an assistant risk management consultant, with responsibility for servicing small commercial clients and high net worth personal clients.

Linda came to Ben Few & Company, LLC with the benefit of 26 years of personal lines experience in the retail side of the property and casualty insurance industry. She became a Licensed Service Representative in 1985 and received the Certified Professional Service Representative (CPSR) professional designation in 2009. Linda currently meets all State licensing requirements for her duties.

Linda's areas of expertise are: Commercial Property & Casualty Insurance; Technical Assistance; and Risk Management Consulting for High Net Worth Individuals.

### **Technical Analyst – G. Luke Few, CRM, AAI**

Luke is the newest member of our firm. He is a 2011 graduate of the University of Central Florida, with a major in Economics and minor in Digital Media. Luke has also interned with Ben Few & Company, LLC for four years prior to his graduation.

Luke received his Accredited Advisor in Insurance (AAI) professional designation in October 2012 and his Certified Risk Manager (CRM) designation in the summer of 2014.

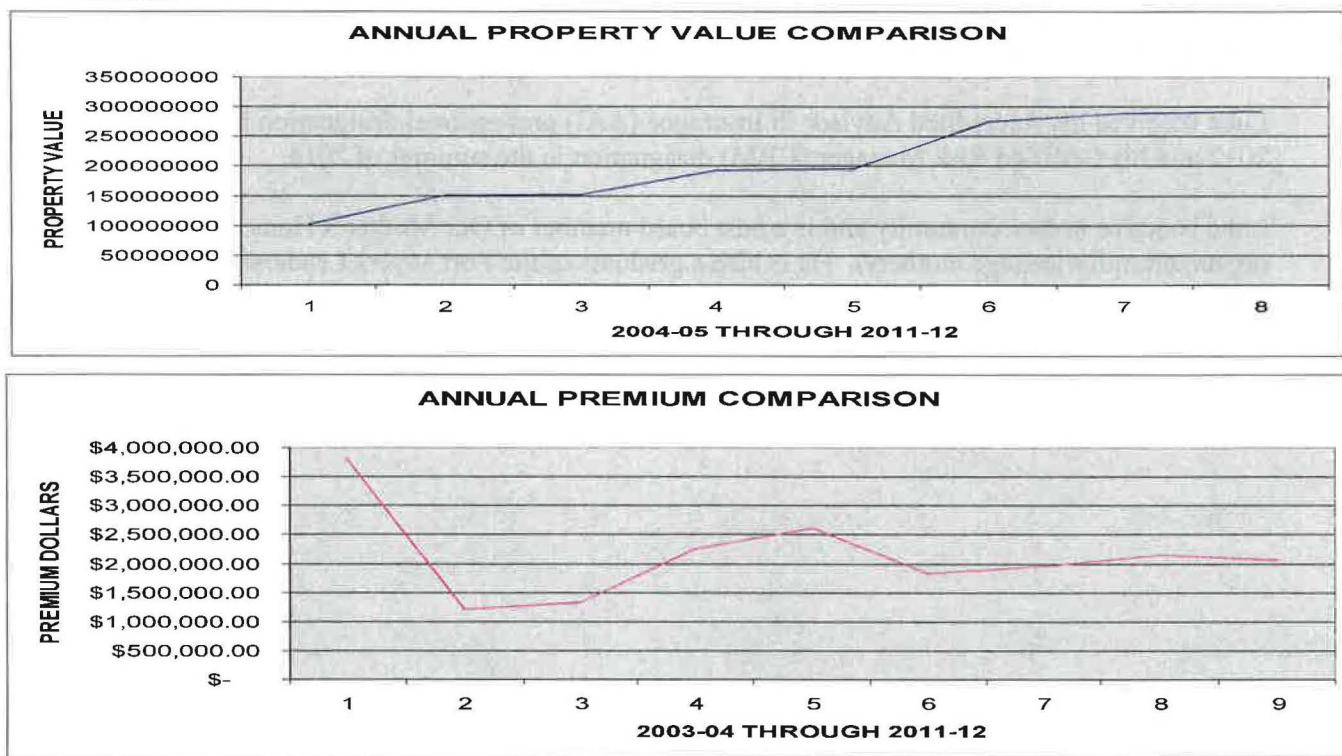
Luke is active in the community and is a past board member of Our Mother's Home (non-profit organization for teenage mothers). He is also a graduate of the Fort Myers Leadership Class of 2012.

## SIMILAR PROJECTS

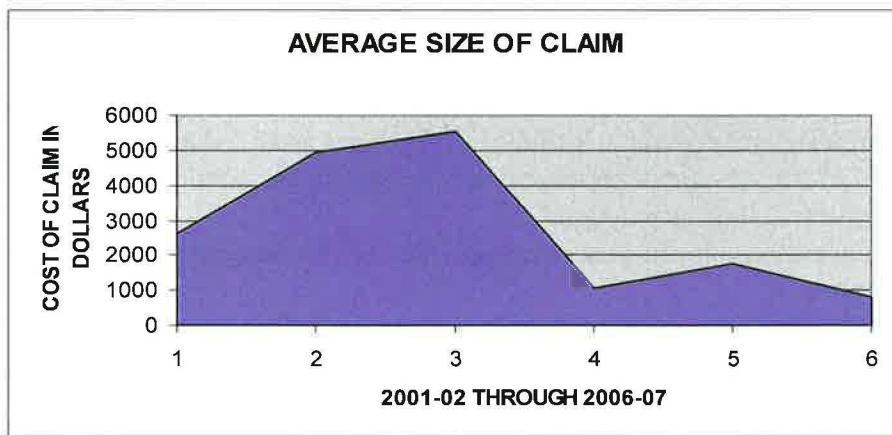
### 1. City of Cape Coral, Florida

Ben Few & Company, LLC was first engaged by the City of Cape Coral in 2004. The City's newly-hired Risk Manager believed the City was of the size that it perhaps should not be one of the largest members of a risk retention group. Our firm was hired to weigh in on this question by developing specifications for a stand-alone self-insurance program, which would take advantage of the sovereign immunity laws, along with the utilization of a third-party claims administrator that was willing and able to follow the City's claim handling philosophy. The goal was twofold: (1) reduce cost of the overall program and (2) reduce claim frequency and severity.

The overall result was the City moving to a customized and financially sound stand-alone self-insurance program. The initial annual cost savings for the first full year under this program was over \$2,000,000, which represented a savings of over 50% of the previous annual cost. Since the City has developed and maintained this highly successful program, the overall annual cost has remained constant from 2004 through 2015, despite a nearly 300% increase in property value insured.

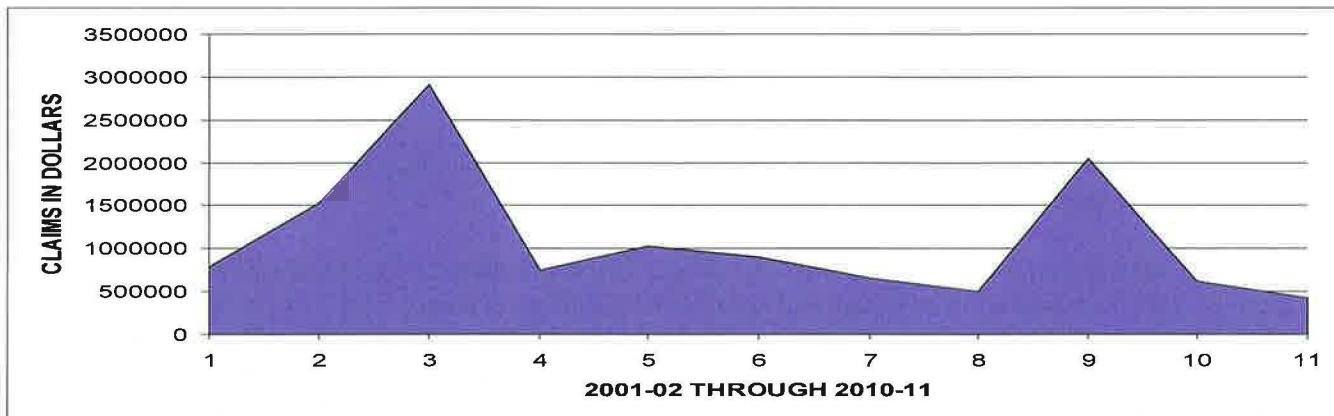


The driving factor in the City's stand-alone self-insurance model is controllable claims, as to frequency and severity. By utilizing a third-party administrator under the City's authority, along with an effective safety program, the City has greatly improved: (1) overall number of claims; (2) number of claims closed without payment; (3) length of time a claim is open; and (4) cost of claims. The average cost of each claim dropped from approximately \$6,000 to below \$1,000.



As you will see from the chart below, the overall claims cost produces a constantly falling trend since the City began the current self-insured program. This puts the City in an excellent position to demand the lowest premiums for all primary and excess coverage that is chosen through the RFP process.

#### **TOTAL CLAIMS**



It is extremely important to understand that the insurance market is constantly changing, with innovative new methods of risk financing being introduced. This, along with the risk tolerance and claim performance of the City may, at some point, necessitate a change in the City's insurance program model.

#### **2. St. John's River Water Management District, Florida**

In February, 2013, the District engaged Ben Few & Company, LLC to identify, review, evaluate, and report upon the following:

- Exposures to fortuitous loss
- Consideration of these exposures in terms of probably loss frequency and severity

- Financial ratings of insurers
- Insurance limits
- Deductibles and retentions
- Scope of insurance coverage, including deficiencies and overlaps
- The cost of risk (insurance premiums, retained losses and administrative expenses)
- Alternative risk financing options
- Current quality and levels of services provided by insurers, agents/brokers/ and third-party administrators
- Administration of the risk management function including organization, staffing, policies, procedures, and record keeping

To accomplish the above tasks, Ben Few & Company, LLC performed site inspections, interviewed several District staff members, interviewed the District's insurance broker, and performed an exhaustive review of many documents related to insurance, immunity statutes, District policies, procedures, and contracts.

The report that followed Ben Few & Company, LLC's analysis applied findings to every current line of coverage being carried by St. John's River Water Management District and clearly advocated the District remain with a fully transferred program. The recommendation was based on the District's risk tolerance level and proved to be the most economical long-term strategy.

### **3. City of Fort Myers, Florida**

Ben Few & Company, LLC has worked for the City of Fort Myers since the mid-1990s on a full-time consulting basis.

At the time our services were engaged, the City of Fort Myers purchased property coverage, excess workers' compensation coverage and automobile liability coverage. The City relied exclusively on sovereign immunity with no excess third party liability coverage. Our first recommendation and subsequent project was to design an effective insurance program that would respond in a financially feasible way to all exposures faced by the City. The result of our work was the City of Fort Myers utilizing a self-insured program that they still have in place today. We designed a self-insured program, including excess liability coverage over sovereign immunity for all third-party claims, public official liability, all federal and police claims, property coverage, crime coverage and excess workers' compensation coverage for the cost of the previous automobile liability policy, alone.

In addition, we redesigned the employee benefit program, which resulted in (1) richer benefit design, (2) more employees being able to afford dependent coverage, (3) a better understanding by employees of the benefit program and how it worked, and (4) a reduction in overall premium cost of approximately \$1,000,000. The City employed approximately 1,000 employees at the time.

#### **4. City of Palm Bay, Florida**

Ben Few & Company, LLC was engaged by the City of Palm Bay in April 2015 to provide complete, comprehensive, general review and analysis of the City's current Risk Management program i.e. property, casualty, workers' compensation, general liability, public liability, police liability, etc. The purpose of the analysis was to aid the City in determining whether the City was a financially qualified candidate to move to a self-insured Risk Management program.

The scope of work included:

1. Claims/exposure review versus coverage currently being carried;
2. Preparation of due diligence analysis to verify qualification for self-insurance funding, from both financial and staff standpoints;
3. Determination of benefits over a long-term basis by utilizing self-insurance funding;
4. Proposal of an implementation plan;
5. Attendance at Council meetings to present final risk analysis information, as needed and determined by the City Attorney's office.

The results of this analysis lead to the City issuing an RFP for a self-insurance program designed by our firm. The City entered into a stand-alone self-insurance program on October 1, 2015 and engaged Ben Few & Company, LLC to consult with the City going forward.

#### **References**

City of Fort Myers Grant Alley, City Attorney 2200 Second St, Fort Myers, FL 33901	(239) 321-7056 <a href="mailto:galley@cityftmyers.com">galley@cityftmyers.com</a>
Marion County Schools Lori Lively, Director of Risk Management 512 SE 3 <sup>rd</sup> St, Ocala, FL 34471	(352) 671-6910 <a href="mailto:lori.lively@marion.k12.fl.us">lori.lively@marion.k12.fl.us</a>
Palm Beach County Housing Authority Loretta Reeves, Chief Financial Officer 3432 West 45 <sup>th</sup> St, West Palm Beach, FL 33407	(561) 684-2160 <a href="mailto:lreeves@pbchafl.org">lreeves@pbchafl.org</a>
City of North Port Sandy Knowles, Risk Management Coordinator 4970 City Hall Blvd, North Port, FL 34286	(941) 429-7130 <a href="mailto:sknowles@cityofnorthport.com">sknowles@cityofnorthport.com</a>

## PROJECT ORGANIZATION AND MANAGEMENT OVERVIEW

At Ben Few & Company, LLC, teamwork is paramount. All projects are received and reviewed by Ben Few III, CEO and then assigned to the consultant that has the most expertise in that field. For most municipal accounts, a lead consultant is assigned along with a backup, to ensure that there are two consultants that fully understand the account and its nuances at all times. This allows for efficient management of client information and assures the client that there will always be someone available to discuss their questions or concerns in depth and at length.

When an account is assigned, all responsibilities and expectations are initially discussed and agreed upon by our consultants. This allows us to track progress and give timelines and updates to the client, so they know exactly what to expect at any given time. All active accounts are reviewed in weekly staff meetings and again in a monthly management meeting to monitor progress and assure that all goals are being accomplished in a timely fashion. The lead consultant on the account is responsible for updating Ben Few III on account progress at the management meeting, and then subsequently reporting to the client for any necessary action items. Regular communication with the client is anticipated and can be tailored to however the client prefers to communicate.

An added benefit of being a twenty-year risk management corporation in Florida is that our experience makes it easier to implement quality control. Simply stated, we know what to expect going into a project and pride ourselves on being able to share accurate information with our clientele. Any document that is produced by our office always has a minimum of two consultants review it before it is returned to a client. As a standard part of our quality control system, all documents and emails received by our office are automatically copied to a secondary email account that one of our consultants monitors at all times. We pride ourselves on our attention to detail, client interaction, and overall service, and welcome you to contact our references.

## SCOPE OF SERVICES / TECHNICAL APPROACH

1. Audit, review and evaluate all of the Village's existing insurance policies to ensure that they are meeting the best interests of the Village and that there are no areas of exposure that are uninsured or insufficiently insured.
2. Review workers' compensation injuries and loss reports and make recommendations to control losses.
3. Recommend proper limits, deductibles and coverage levels common to local governments and specific to the Village. Performance of an asset inventory and identification of appropriate coverage levels by asset may be necessary.

Regarding points 1, 2 and 3, 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. We do this through the methods detailed below.

### Data Acquisition

We will begin collecting data immediately upon notice of award and subsequent contract execution. Initially, we'll meet with Village staff to become acquainted with our contact. This should take no longer than one week's time. Then, understanding our client's profile is a process that is generally undertaken through the following steps:

#### 1. Persons to be interviewed:

- a. Risk Manager
- b. HR Director
- c. City Attorney
- d. Staff Loss Control Representatives
- e. City's Current Broker(s) for all lines of insurance coverage

#### 2. Specific locations to be inspected:

- a. Administrative Headquarters / City Hall
- b. Public Works Department
- c. Police and Fire Departments
- d. Parks and Recreation
- e. Any Non-Traditional Facility or structure that staff believes to be a substantial exposure to loss\*

\*We will visit whichever locations that staff feels are most representative of the Village's operations and property profiles.

#### 3. Documents that will be required:

- a. Insurance policies for all property and casualty lines of coverage
- b. Ten-year loss history for all lines of coverage
- c. Employee handbook
- d. Current risk management practices, claims handling practices

- e. Sample certificates of insurance
- f. Sample standard contracts that the Village enters into for both Prime and Sub relationships
- g. Schedules of vehicles, employees, property locations, and owned equipment
- h. Most recent property and casualty insurance RFP issued
- i. Most recent replacement cost appraisal for owned property
- j. Emergency management practices and procedures

#### Risk Analysis Report

With the acquisition of the information above, this office is able to offer either a formal risk analysis report or fluid, daily risk analysis through regular communication with the Risk Department.

If the Village opts for a formal report, in total, we anticipate a 60-day timeframe to complete the first draft of the risk analysis. This will include collection of all policies and procedures, staff interviews, and site visits. This should provide us with ample time to present to the Risk Department for review before issuing the final copy that will ultimately be presented. This process can be scheduled with a week-by-week status report detailing completion percentage, should the Village wish, or can be more fluid if that's how staff prefers to operate.

Specifically, the goals for the risk analysis are to:

1. Provide a detailed, all-encompassing risk analysis to the Village pertaining to its property and casualty risk management program. The final report will contain an analysis of coverage currently carried versus the exposures the Village faces and how equipped it is to handle losses sustained. This report is not designed to evaluate cost-effectiveness of the coverage (as that comes largely from the RFP process), but its functional aspects. Village evaluation of this report should be immediate, as the report itself is specifically designed to show gaps or flaws in the overall program.
2. Provide recommendations to the Village for improvements that can be made within its existing program. While cost-effectiveness can be a by-product of these recommendations, the ultimate goal is to prevent losses by creating a more efficient program. This will include expansion or contraction of certain in-house activities, selection or removal of certain coverages, and in-house risk management practices review. Village evaluation of this aspect of the analysis can be both short- and long-term, as improvement of practices can result in immediate and future savings.

Again, assuming the Village chooses a formal report as opposed to ongoing, daily analysis, the lion's share of this work will have been completed within the initial 60-day period, allowing for sufficient time for staff review and comment. The final reports will be presented to the Council if desired.

4.     Solicit proposals from qualified insurance carriers for new or additional insurance coverages who are experienced in and familiar with working with Florida local governments.
5.     Evaluate proposals and assist the Village in negotiations and implementation of policies and coverages.

Regarding points 4 and 5:

1. Preparation of the insurance specification procurement document will be a 30-day process to completion of the first draft. This will begin as soon as practical, depending on the Village's intentions for the coming renewal, and will be presented to staff for review and comment no later than 90 days prior to renewal, to allow sufficient time for review, and ample time "on the street." Specific scheduling can be accommodated and managed in whichever way the Village and/or its Risk Manager would prefer.

2. Tasks and methodologies involved in preparation of this document include:

a. 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. As previously mentioned, 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 Village staff. 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 Village staff (i.e. annual revenue basis, payrolls, etc.) We would anticipate regular communication with Village staff in general, so there would be constant dialogue with regard to any changes being made.

b. Complete all existing policy applications and or data requests to gather up-to-date underwriting information necessary for the RFP document (except signatures) and present to the Risk Manager for review and signature.

c. 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 available to our clients at any time.

3. Our office will answer any questions received by Purchasing with regard to the document, then return to Purchasing for distribution. It is our usual practice to make sure that all questions are answered no later than four weeks prior to submittal deadline.

4. We anticipate that the RFP would be active for a period of not less than six weeks' time. This would give sufficient time for both our own analysis and staff review, prior to the Village making an award.

5. Upon receipt of the proposals, we will assist as committee review member or assist in the evaluation of responses. Should the Village wish, we can either handle these processes in a completely independent fashion or as part of a committee.
6. Our consultants will present to the Village once the evaluation committee has made its recommendation for award. At this time, we will assist with the transition into the renewal period, as well as help manage any bid protests that may result to the appropriate resolution.
7. Once the chosen program has been initiated, we will obtain and review all binders prior to submission to the Village. Follow-up for receipt of and review of all issued policies to assure they are complete and in compliance with quotes is standard practice. We will confirm accuracy and resolution of any deficiencies in writing with the broker/carrier and provide the Village with the relevant documentation.

6. Attend meetings with Village staff, insurance carriers and related service companies to discuss insurance policy terms, benefits, service issues, manage costs and improve communications.

In addition to board meetings, Ben Few & Company, LLC 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.

7. Provide general information, updates, document preparation/review and assistance with filings of required documents, when needed.

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 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. We also assist with self-insured filings such as the SI-5 form.

8. Research governmental regulations, both state and federal, influencing appropriate coverage types and levels, especially as they relate to maximizing reimbursement by the Federal Emergency Management Administration (“FEMA”) in the event of a natural disaster.

Ben Few & Company, LLC strives to stay abreast of the latest trends and developments in the insurance industry 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.

9. Assist the Village Finance Department with budgeting for annual renewals.

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

10. Respond to questions from and provide information to staff and provide other requested insurance administration support services throughout the course of the plan year.

Ben Few III is available daily to all accounts that he handles. He can be reached either by phone or email 24/7. All Ben Few & Company, LLC staff are familiar with each account and are also available to answer any questions the Village may have.

Our staff are available to provide explanations of common coverages, exceptions, and exclusions, etc.

11. Evaluate Village programs and identify instances where the Village should be requesting certificates of insurance from third parties utilizing Village facilities and properties and provide guidance to staff, including review of certificates of insurance provided by vendors and suppliers to the Village, analysis of risk transfer options, such as, indemnity agreement.

We will assist with management of certificate of insurance issuances to assure they are in compliance with the Village'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, LLC will monitor all certificate specifics, both required of the Village and especially required by them to make sure all risk transfer methods are consistent.

12. Interface and communicate with insurance carriers as needed to assist the Village in the resolution of problems.

Ben Few & Company, LLC acts as the main point of contact between all risk management service providers and all our clients. In this way, we can streamline any requests for information that may become necessary, again relieving pressure on the Village for man hours.

13. Assist the Finance and Administration Department in ascertaining replacement cost value for Village property and assets.

Please see our response to points 1, 2, and 3, as this would be included as part of the process. We work with both the broker and the facilities department to come up with appropriate values and use our current client database for comparables to minimize cost to our clients.

## COMMUNICATION

In short, typically we work directly with our client's Risk Manager, or whoever our client has designated amongst their staff as responsible for the discipline. Our office is headquartered in Fort Myers, FL and is our only location.

We are available via phones daily from 8am to 5pm and can be reached via email 24/7.

Name: Ben C. Few III, ARM, ARM-P, AAI Title: Principal (Senior) Consultant  
Address: 4560 via Royale Ste 3, Fort Myers FL, 33919  
Phone Number: (239)334-7727 Fax: (239)334-8166  
Email: bfew@benfew.com

Name: Ben C. Few IV, CRM, AAI Title: Lead (Senior) Consultant  
Address: 4560 via Royale Ste 3, Fort Myers FL, 33919  
Phone Number: (239)334-7727 Fax: (239)334-8166  
Email: ben@benfew.com

Name: Linda Cohen, CPSR Title: Consultant  
Address: 4560 via Royale Ste 3, Fort Myers FL, 33919  
Phone Number: (239)334-7727 Fax: (239)334-8166  
Email: linda@benfew.com

Name: G. Luke Few, CRM, AAI Title: Technical Analyst  
Address: 4560 via Royale Ste 3, Fort Myers FL, 33919  
Phone Number: (239)334-7727 Fax: (239)334-8166  
Email: luke@benfew.com

## COST PROPOSAL

Per Addendum 1, Question 2:

In lieu of hourly rates, we propose our full-time services at a flat fee of \$36,000 annually, inclusive of all expenses, regardless of the time involved to complete the task. This fee is payable in equal monthly installments.

We strongly recommend a set fee versus contingent pricing so that Village staff is never hesitant to contact us for fear of incurring costs. This creates an open line of communication that is paramount to objective risk management. We position ourselves as employees of our clients, so they are encouraged to contact us with any and all questions, concerns, and comments.

All fees are guaranteed for the first three-year period.

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## Licensee Details

**6/12/2018****Demographic Information****Name of Licensee:** FEW III, BENJAMIN CHARLES**License #:** A083449**Business Location:** FORT MYERS,FLORIDA

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**Types and Classes of Valid Licenses**

Type	Original Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS)(0220)	4/21/1977	YES

---

**Types and Classes of Active Appointments****UNAFFILIATED GENERAL LINES (PROP & CAS)(2920)**

Company Name	Original Issue Date	Exp Date	Type	County
FEW,BENJAMIN	1/3/2017	10/31/2019	STATE	Lee

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## Licensee Details

**6/12/2018****Demographic Information****Name of Licensee:** FEW IV, BENJAMIN C**License #:** P152363**Business Location:** FT MYERS, FLORIDA

---

**Types and Classes of Valid Licenses**

Type	Original Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS)(0220)	6/25/2008	YES

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**Types and Classes of Active Appointments****UNAFFILIATED GENERAL LINES (PROP & CAS)(2920)**

Company Name	Original Issue Date	Exp Date	Type	County
FEW,BENJAMIN	1/5/2017	12/31/2019	STATE	Lee

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-

**JIMMY PATRONIS**  
FLORIDA'S CHIEF FINANCIAL OFFICER

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## Licensee Details

6/12/2018

### Demographic Information

**Name of Licensee:** COHEN, LINDA S

**License #:** A050449

**Business Location:** FORT MYERS, FLORIDA

---

### Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS)(0220)	8/17/2017	YES

---

### Types and Classes of Active Appointments

UNAFFILIATED GENERAL LINES (PROP & CAS)(2920)

Company Name	Original Issue Date	Exp Date	Type	County
COHEN,LINDA	8/17/2017	3/31/2020	STATE	Lee

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**JIMMY PATRONIS**  
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## Licensee Details

**6/12/2018****Demographic Information****Name of Licensee:** FEW, GREGORY LUKE**License #:** W080227**Business Location:** FORT MYERS, FLORIDA

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**Types and Classes of Valid Licenses**

Type	Original Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS)(0220)	1/31/2012	YES

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**Types and Classes of Active Appointments****UNAFFILIATED GENERAL LINES (PROP & CAS)(2920)**

Company Name	Original Issue Date	Exp Date	Type	County
FEW, GREGORY	1/3/2017	7/31/2019	STATE	Lee

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FEWBE-1

OP ID: SP

DATE (MM/DD/YYYY)

06/13/2018

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stewart & Sons Insurance, Inc. P.O. Box 60029 Ft. Myers, FL 33906-0029 Gary Stewart (NB) #A254586		CONTACT NAME: Gary Stewart (NB) #A254586 PHONE (A/C, No. Ext): 239-936-8844 E-MAIL ADDRESS: info@stewartandsonsinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: West American Insurance Co.	NAIC # 44393
INSURED Ben Few & Co., Inc. 4560 Via Royale Suite #3 Ft. Myers, FL 33919		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGE

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BZW58513382	05/16/2018	05/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$	
A	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY  ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BZW58513382	05/16/2018	05/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	N / A				PER STATUTE \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Islamorada, Village of Islands Village Administrative Center 3rd Floor 86800 Overseas Highway Islamorada, FL 33036	ISLAM-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 	

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/03/2017

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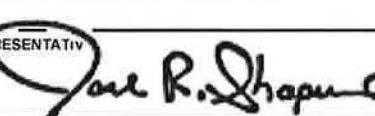
**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER Shapiro Insurance Group 447 Cape Coral Pkwy E Ste 103</p> <p>Cape Coral FL 33904-8559</p> <p>INSURED Ben Few and Company, Inc. Attn Ben Few 4560 Via Royale Suite 3 Fort Myers FL 33919-1076</p>	<p>CONTACT NAME: Cape Coral Office PHONE (A/C, No, Ext): (239) 542-5300 E-MAIL ADDRESS: <a href="mailto:commercial@insuresig.com">commercial@insuresig.com</a></p> <p>FAX (A/C, No): (239) 542-0681</p> <p>INSURER(S) AFFORDING COVERAGE INSURER A : Allied Property &amp; Casualty Insurance Company NAIC # 42579</p> <p>INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :</p>
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:					
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>									
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$		
	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACP WCP 5955098366	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

<p>ISLAMORADA VILLAGE OF ISLANDS VILLAGE ADMINISTRATIVE CENTER, 3RD FLOOR 86800 OVERSEAS HIGHWAY ISLAMORADA, FLORIDA 33036</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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# FLAG INSURANCE SERVICES

FLAG4U.COM

Toll Free 800-748-3524  
Facsimile 954-724-7445

Please Mail To:  
84 Court Street  
Freehold, NJ 07728

## CERTIFICATE of INSURANCE

**Insured's Name and Address:**

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

**Certificate Holder's Name and Address:**

Islamorada, Village of Islands  
Village Administrative Center, 3rd Floor  
86800 Overseas Highway  
Islamorada, Florida 33036

Policy PHSD1265639 is a Professional Liability (E&O) policy issued for one year from 9/1/2017 to 9/1/2018 by Philadelphia Indemnity Ins..

The policy has limits of \$1,000,000 per claim / \$1,000,000 aggregate

The deductible for the policy is \$2,500

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THIS IS A CLAIMS MADE & REPORTED POLICY