

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/13/2021

Contract/Lease Control #: C22-3121-RM

Procurement#: QUOTES

Contract/Lease Type: AGREEMENT

Award To/Lessee: AMI RISK CONSULTANTS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/13/2021

Expiration Date: 10/12/2022 W/4 1 YR RENEWALS

Description of: ACTUARIAL SERVICES

Department: RM

Department Monitor: BIRD

Monitor's Telephone #: 850-689-5979

Monitor's FAX # or E-mail: KBIRD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4422-22  
Procurement/Contractor/Lessee Name: AMI Grant Funded: YES \_\_\_ NO X  
Purpose: Actuarial Services  
Date/Term: 1 year w/ 4 1yr renewals 1.  GREATER THAN \$100,000  
Department #: 5103 2.  GREATER THAN \$50,000  
Account #: 531900 3.  \$50,000 OR LESS  
Amount: \$3600.00 per year  
Department: RISK Dept. Monitor Name: brd

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 10-6-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal bids Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: see email attached Date: 10-6-21  
\_\_\_\_\_  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 10-7-21  
\_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, October 7, 2021 3:44 PM  
**To:** DeRita Mason; Kerry Parsons  
**Subject:** Re: AMI Draft Contract

This is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Wednesday, October 6, 2021 12:24:48 PM  
**To:** Kerry Parsons  
**Cc:** Lynn Hoshihara  
**Subject:** AMI Draft Contract

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

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## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Wednesday, October 6, 2021 11:21 AM  
**To:** DeRita Mason  
**Subject:** RE: Actuary Contract

Kelly is still reviewing it but I was just approving it for insurance purposes.

Thank you

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**From:** DeRita Mason  
**Sent:** Wednesday, October 6, 2021 11:20 AM  
**To:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Cc:** Lisa Price <lprice@myokaloosa.com>  
**Subject:** RE: Actuary Contract

Okay, will change out that section. Do you need to see it back?

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

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**From:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Sent:** Wednesday, October 6, 2021 11:20 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Lisa Price <lprice@myokaloosa.com>  
**Subject:** RE: Actuary Contract

DeRita





**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA  
AND AMI RISK CONSULTANTS, INC.**

**CONTRACT ID** C22-3121-RM

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 13<sup>th</sup>, day of October, 20 21, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and AMI Risk Consultants, Inc., a Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 65-0339007.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Actuarial Services ("Services"); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County obtained written quotes from contractors to perform these Services. A copy of Contractor's proposal is included as Attachment "A"; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of three thousand six hundred Dollars (\$ 3,600.00), as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference.

The following documents are attached to this Agreement and are incorporated herein.

- Attachment "A" – Contractor's Proposal;
- Attachment "B" – Insurance Requirements;
- Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment "D" – Scrutinized Companies Certification;

CONTRACT: C22-3121-RM  
AMI RISK CONSULTANTS, INC.  
ACTUARIAL SERVICES  
EXPIRES: 10/12/2022 W/4 1 YR RENEWALS



**2. Services.** Contractor agrees to perform the following services, Actuarial Services.

The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin once all parties have signed, and shall continue for a period of one (1) year from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may not be renewed; or

This agreement may be renewed upon mutual written agreement of the parties for a period of up to four (4), one (1) year renewals.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of three thousand six hundred Dollars (\$ 3,600.00).

a. Contractor shall submit an invoice to the County upon completion of task. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. **Disbursement.** Check one:

There are no reimbursable expenses associated with this Agreement.

The following are reimbursable expenses associated with this Agreement:



- c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable



to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
  - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
  - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.





**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 chapter 119 Florida Statutes or as otherwise provided by law.
- c. 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 to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise



provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<b>If to the County:</b>	Kelly Bird, Risk Manager 302 N. Wilson St, Suite 301 Crestview, FL 32536 850-689-5978 kbird@myokaloosa.com	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Aguedo Ingo, President AMI Risk Consultants, Inc. 1336 SW. 146th Ct. Miami, FL 33184 805-273-1589 bobingco@amirisk.com	

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:



- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including



sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is



attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made



in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", and "D".

**24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**25. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**26. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**(Remainder of the Page is Intentionally Left Blank)**





IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**AMI RISK CONSULTANTS, INC.:**

  
\_\_\_\_\_  
Signature

TITLE: President

Aguedo M. Ingco  
Print Name

**OKALOOSA COUNTY, FLORIDA**

BY:   
\_\_\_\_\_  
Purchasing Manager



**Attachment "A"**

**AMI** Risk Consultants, Inc.

1336 SW. 146<sup>th</sup> Ct.,  
Miami, Florida 33184

Tel: (305) 273-1589  
Fax: (305) 380-5427

2878 Loveland Dr. #2208  
Las Vegas, NV 89109

Tel: (702) 478-5924

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September 24, 2021

Ms. DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

Sent via Email:  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

***Re: Request for Quote (RFQ) for Actuarial Services for Okaloosa County***

Dear Ms. Mason:

Thank you for the opportunity to submit our proposal/price quotation to perform the actuarial review of the Self-Insurance Program of Okaloosa County, Florida ("*the County*") as of September 30, 2021.

AMI understands the requirements of the County and the services to be provided to meet the requirements of the project as stated in the RFQ. AMI agrees to comply with the Government Accounting Standards Board Statement No. 10 ("GASB 10") as they relate to this service.

**Background on AMI Risk Consultants, Inc. (AMI)**

AMI is a property/casualty actuarial and risk management consulting firm that specializes in performing actuarial reviews of Loss and Loss Adjustment Expense (LLAE) reserves for the following: self-insurance programs, property/casualty insurance companies, pools and risk retention groups. For more information about AMI, please visit our website at <http://www.amirisk.com>.

**Advantages of Engaging AMI**

- *Expert Staff*

Including myself, our staff includes two (2) Fellows of the Casualty Actuarial Society (FCAS) with over eighty (80) years of combined actuarial experience. AMI's background and experience are broad, covering such areas as loss reserving, forecasting, pricing, statutory accounting, risk management, claims administration, and reinsurance.

- *Experience and Knowledge of Self-Insurance Programs of Government Entities*

We have performed numerous engagements for government entities and municipalities. Consequently, we understand and appreciate the issues and the intricacies involved in managing public self-insurance programs.

- *Prompt and Responsive Service*

Our clients have engaged us because they know we fully commit our resources to deliver prompt and responsive service. In addition, we pride ourselves in our ability to not only identify and communicate potential problems, but to aid in their resolution.

- *Effective Communication*

You will be well informed of project status. We are committed to working closely with you to assure that project findings and subsequent recommendations are consistent with your objectives and reflect your concerns and considerations.

- *Reasonable Cost*

Due to our relentless efforts to improve our productivity, we manage to maintain low overhead costs. Consequently, you can be assured of a better quality product and service at very competitive rates.

### **Scope of Services and Work Plan**

AMI will perform the following Scope of Services for the County's Self-Insurance Program for Workers' Compensation, Property, and Liability:

1. Year-End Actuarial Evaluation as of September 30, 2021:
  - a. Estimate the funding requirements for outstanding claim liabilities (or loss reserves) as of September 30, 2021.
  - b. Estimate the ultimate losses for new claims occurring during the prospective three (3) fiscal years (FYs 2021/2022, 2022/2023, and 2023/2024).
2. Prepare Cost of Risk Allocation by Department.

In performing the calculations, we will follow these procedures:

- Estimate ultimate losses, by accident year, using information as of latest valuation date. When appropriate, we will be using these actuarial methods: the Paid Loss Development Approach (PLDA), the Bornhuetter-Ferguson Paid Approach (BFPA), the Incurred Loss Development Approach (ILDA) and the Bornhuetter-Ferguson Incurred Approach (BFIA).

Each actuarial method has unique strengths and weaknesses. By using several methods, we draw on each method's strengths and minimize the effect of its weaknesses. The ILDA is ideal if there is no change in case reserving procedures. Meanwhile, the PLDA is ideal if there is no change in claims paying approach and/or philosophy. The BFILA and the BFPLA assume the unreported and unpaid losses, respectively, will emerge in accordance with Expected Losses. The LRA is ideal for accident years that are relatively new.

- Estimate the loss reserves, both undiscounted and discounted for prospective investment income.
- Estimate the future investment income that will be earned by the assets backing the unpaid liability reserves before they are used up to settle claims. We will accomplish this by estimating the present value of future cash flows.
- Estimate the margins necessary to deal with the uncertainty in estimating unpaid liabilities (margins for adverse deviation). To accomplish this, we will run Monte Carlo simulations to estimate the margins at the expected payment level, 75%, 85%, and 90% confidence levels.
- We will estimate future funding requirements. Specifically, we will:
  - Trend historical ultimate losses to estimate projected ultimate losses for the next fiscal year.
  - Estimate future investment income and margins for adverse deviation.
  - Estimate funding requirements for the next fiscal year at the expected payment level 75%, 85%, and 90% confidence levels.
- Project ultimate incurred losses for the next 3 fiscal years.
- Prepare Cost of Risk Allocation by Department. We will use the projected funding requirements that we will estimate as of September 30, 2021 as the total self-insurance fund that has to be allocated. We will allocate this by department and by type of coverage according to the average of historical ultimate losses and exposures.

We will prepare a draft report to summarize our estimates and conclusions and to describe the methods and assumptions we used to reach those conclusions. After discussing the draft report with the County and agreeing on the necessary changes, we will prepare a final report.

After the draft report has been approved, the final report will be submitted within a week after we receive the comments from the County.

**Timing**

AMI is prepared to begin the study at the County's earliest convenience. Draft reports are normally completed within three weeks after all the required data are submitted to us, but no later than November 15, 2021.

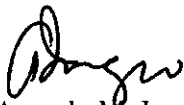
**Professional Fees**

To perform the actuarial valuation of the County's Self-Insurance Program as described above, AMI will bill a total *fixed fee of \$3,600.*

*With AMI, the County will be working with a firm that specializes in performing GASB10 actuarial reviews and risk management services for Florida municipalities.* Enclosed for your additional information are AMI's qualifications and experience in performing the requested services.

We certainly hope you will choose AMI Risk Consultants, Inc. to perform the actuarial consulting services. Rest assured that we are committed to providing you with prompt, responsive, and highest-quality service. Please give me a call at (305) 273-1589 if you have any question regarding our proposal.

Sincerely,



Aguedo M. Ingco, FCAS, MAAA, CPCU, ARM  
President

**Attachments:**

*AMI's Background and Capabilities*

*AMI's Qualifications and Experience*

*Client Listing*

*Organization Chart*

*Resumes*

*Bob Ingco, FCAS, MAAA, CPCU, ARM*

*Gail Flannery, FCAS, MAAA*



**Attachments**

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## AMI's Background and Capabilities

**AMI Risk Consultants, Inc.** is an actuarial and risk management consulting firm based in Miami, Florida. It was established as an S-Corporation in the State of Florida in May of 1992 (29 years in the business).

The company has worked for various government entities as well as non-government entities. We are well diversified geographically by type of client and type of work. We have performed consulting services throughout the country for various state insurance departments and divisions, state insurance funds, municipalities, insurance companies, self-insurance programs, health insurance providers particularly Blue Cross Blue Shield and its HMO subsidiaries.

AMI has grown significantly. It has attained financial growth and stability as shown in the numerous entities (both from the government and private sectors) that have relied on our capabilities and have continuously engaged our services.

The staff of AMI are extremely motivated and committed to providing the best quality consulting services possible. We think this is a sure formula to success.

### Company Name and Address

#### Main Office:

AMI Risk Consultants, Inc.  
1336 SW 146th Ct.  
Miami, FL 33184  
Tel. (305) 273-1589  
Fax. (702) 359-0926  
<http://www.amirisk.com>

#### Satellite Office:

AMI Risk Consultants, Inc.  
2878 Loveland Drive, #2208  
Las Vegas, Nevada 89109  
Tel. (702) 478-5924

### Type of Entity

S Corporation - established in May 1992 in the State of Florida

### Number of Years of Existence

29 years

### Federal ID Number

65-0339007

### Contact Persons

Bob Ingco, FCAS, MAAA, CPCU, ARM  
President  
Tel. No. (305) 273-1589  
Email Address: [bobingco@amirisk.com](mailto:bobingco@amirisk.com)

Gail Flannery, FCAS, MAAA  
Consulting Actuary  
Tel. No. (305) 273-1589  
Email Address: [gailf@amirisk.com](mailto:gailf@amirisk.com)

### AMI's Specializations:

- Workers' Compensation
- Vehicle/Automobile Liability
- General Liability
- Property (real/personal; auto physical damage)
- Professional Errors and Omissions
- HMO and Blue Cross Blue Shield Coverage.
- Post Retirement Benefits Other than Pension
- Health
- Private Passenger Auto
- Employer's Liability
- Commercial Multi Peril
- Crime
- Reinsurance
- Medical Malpractice
- Private Mortgage Insurance
- Umbrella and Excess Coverage
- Commercial and Public Liability

## AMI's Background and Capabilities (continued)

### AMI's Client Base for Actuarial Consulting Services

AMI specializes in loss reserving and review, forecasting, pricing, rate filing and review, statutory accounting, risk management, and claims review for the following:

- Municipalities (City of Tucson, City of Jacksonville, City of Coral Gables, City of Baltimore, etc.)
- School Boards (Miami-Dade County, Broward County, Collier County)
- Transit Authorities (Chicago Transit Authority, Hampton Roads Transit, Alameda Contra Costa County, Jacksonville Transport Authority)
- State Funds (Arizona, Oregon, California, Pennsylvania, Maine, Wisconsin, & Texas)
- Self Insurance Programs (Burger King, Applied Industrial, etc.)
- State Insurance Departments (Vermont, Maryland, Texas, Oklahoma, California, Maine, Wisconsin, Oregon, Michigan, Ohio, etc.)
- Insurance Companies (Capital City, Agrinational, Safe Insurance, AZ-Mont, etc.)
- Offshore Captive Insurance Companies (United Insurance Co., Blair International, etc.)

### AMI's Capabilities on Regulatory Compliance

We provide actuarial assistance to property and casualty insurance companies, captive insurance companies, and self-insurance funds in such areas as:

- GASB 10
- Loss reserves analysis and certification
- Commercial and personal lines product pricing and development
- Reinsurance
- Financial projections calculation
- Risk Based Capital calculation.

### AMI's Statistical Analysis Capabilities:

AMI has the ability to perform various statistical analysis including the following:

- Tests of hypothesis and statistical significance
- Confidence Intervals
- Simulations
- Regression Analysis
- Variance Analysis.
- Statistical Modeling

### AMI's Risk Management Consulting Service Capabilities

AMI has the ability to perform various risk management consulting services including the following:

- Self-insurance financial performance review
- Cost of risk allocation design and calculations
- Claims administration effectiveness review
- Feasibility studies for alternative financing arrangements
- Captive insurance company feasibility studies
- Insurance effectiveness reviews
- Claims management information system development

## AMI's Qualifications & Experience

### AMI's Project Team

AMI's qualifications and expertise gained through our extensive experience can be summarized as follows:

#### *Fellows of the Casualty Actuarial Society*

AMI has two (2) Fellows of the Casualty Actuarial Society (CAS) employed to perform the actuarial services that meet all appropriate standards of practice established by the CAS. Aguedo Ingco, who will lead the engagement team, is a Fellow of the Casualty Actuarial Society (FCAS) and will be responsible for coordinating all the appropriate resources of AMI for an effective and efficient execution of the required tasks.

Gail Flannery, FCAS, will be the technical manager. Most services for the County will be performed by her or will be under her direct supervision.

#### *Members of American Academy of Actuaries (MAAA)*

All key personnel assigned to the project are Members of the American Academy of Actuaries (MAAA). All of them have completed an average of 12 credit hours per year of activities obtained over a two year period necessary to satisfy the continuing education requirement.

#### *Chartered Property/Casualty Underwriter*

Aguedo Ingco is a certified Chartered Property/Casualty Underwriter.

#### *Continuing Education*

AMI's goal is to offer quality service by using qualified and experienced people. AMI pursues this goal by emphasizing and requiring all actuarial staff to continuing education and knowledge of emerging issues from the National Association of Insurance Commissioners (NAIC) and the Casualty Actuarial Society (CAS). As an example of compliance, we make it a point to attend 2 to 3 NAIC conventions a year, the annual CAS Conference and numerous actuarial and risk management conventions.

### Subconsultants

For this engagement, AMI will not be utilizing subconsultants.

## AMI's Qualifications & Experience (continued)

### AMI's Expertise in Workers' Compensation Insurance

AMI's extensive experience in workers' compensation can be summarized as follows:

- AMI has/had performed the actuarial review and analysis of various State Self-Insured Workers' Compensation Funds:
    - *Arizona Industrial Commission Special Fund*
    - *Colorado Subsequent Injury Fund*
    - *Florida Self-Insurance Fund*
    - *Florida Special Disability Trust Fund*
    - *Maine Workers' Compensation Self-Insurance Fund*
    - *Maryland Insurance Trust Fund*
    - *Montana Self-Insurance Fund*
    - *Pennsylvania State Workmen's Insurance Fund*
    - *Texas Subsequent Injury Fund*
    - *Wisconsin Self-Insurance Fund*
    - *Wisconsin Health Care Liability Insurance Plan*
    - *Wisconsin Injured Patients and Families Compensation Fund*
  - AMI estimated workers' compensation funding requirements for various municipalities and other government entities to comply with GASB 10 requirements.
  - AMI has assisted several state insurance departments in its examination of workers' compensation insurance companies domiciled in their respective states.
  - AMI completed the actuarial review of the Oregon State Accident Insurance Fund (SAIF) on behalf of the Oregon Insurance Division.
  - AMI assisted the California Department of Insurance in the financial examination of the State Compensation Insurance Fund (SCIF).
- AMI has worked as a subcontractor of William Mercer, Inc. in performing workers' compensation loss reserves evaluation for the Pennsylvania Catastrophic Fund and the Workers' Compensation Security Fund.
  - AMI reviewed the Workers' Compensation rate filings for the Oklahoma Insurance Department.
  - AMI has certified workers' compensation reserves of captive insurance companies, pools, and self-insurance programs.
  - AMI assisted the California Insurance Department in evaluating the effect of the Open Rating by evaluating the profitability of its two largest workers' compensation specialty companies.

*We "live" and "breathe" workers' compensation loss reserve reviews. In the past years, we have performed loss reserve reviews for the following: 6 State Funds, 10 companies on behalf of 3 State Insurance Departments, 5 insurance companies whose reserves we certified, 50 government entities, and 20 corporate self-insurance funds. Total amount-\$7.5 billion.*

*This total immersion to workers' compensation makes us uniquely qualified to assist the County.*

## AMI's Qualifications & Experience (continued)

### AMI's Extensive Expertise in Property and Casualty Insurance

- AMI has estimated funding requirements for various municipalities and other government entities to comply with GASB 10 requirements. *Clients include Miami-Dade County (FL), Hidalgo County (TX), Lake County (FL), Orange County (FL), Palm Beach County (FL), Bay County (MI), Collier County (FL), Baltimore County (MD), Anne Arundel County (MD), Montgomery County (MD), City of Chesapeake (VA), Hampton Roads Transit (VA), School Boards of Broward, Dade, City of Hollywood (FL), City of Ocala (FL), City of Bridgeport (CT), City of Coral Gables (FL), City of Sparks (NV), Jacksonville Transportation Authority (FL), Newark Housing Authority (NJ), Navajo Housing Authority (AZ), etc.*
- AMI has performed loss reserve review of self-insured programs for non-government entities. *Clients include Burger King Corporation, Performance Food Group, Applied Industrial Technologies, Inc., Broyhill Furniture, Blue Cross Blue Shield of Florida, Ikon Office Solutions, etc.*
- AMI performed the actuarial review of several State Insurance Funds including: *the Wisconsin Self-Insurance Program, the Maine Self-Insurance Fund, the Texas Subsequent Injury Fund, the Arizona Special Workers' Compensation Fund, the California State Compensation Insurance Fund, the Pennsylvania State Workers' Insurance Fund, and the Oregon State Accident Insurance Fund.*
- AMI is the appointed consultant for several auto insurance companies.
- AMI has certified loss reserves of captive insurance companies, pools and self-insurance programs.
- AMI has assisted several state insurance departments in their examination of property and casualty insurance companies in evaluating the reasonableness of loss reserves and rates used.
- AMI assisted the California Department of Insurance (CDI) evaluate the effect of Open Rating by evaluating the profitability of its two largest workers' compensation specialty companies.
- AMI reviewed the rate filings for the Oklahoma Insurance Department and the Texas Department of Insurance.



# Client Listing

## AMI's Client Listing

AMI specializes in self-insurance programs, loss reserving analysis, alternative risk financing analysis, statistical analysis, and rate reviews. AMI has performed loss reserves calculations, rate reviews, and risk management consultancy services for entities that include the following:

### Counties:

- Miami-Dade County, FL
- Orange County, FL
- Osceola County, FL
- Palm Beach County, FL
- Collier County, FL
- Leon County, FL
- Anne Arundel County, MD
- Montgomery County, MD
- Bay County, MI
- Baltimore County, MD
- Washoe County, NV
- St. Louis County, MO
- Rockingham County, NH

### Cities:

- Thousand Oaks, CA
- San Antonio, TX
- Key West, FL
- Boca Raton, FL
- Boise, ID
- Chesapeake, VA
- Coral Gables, FL
- Coral Springs, FL
- Dover, DE
- Dover, NH
- Hialeah, FL
- Hollywood, FL
- Baltimore, MD
- Bridgeport, CT
- Miami Beach, FL
- Kissimmee, FL
- Lubbock, TX
- North Miami Beach, FL
- Pompano Beach
- Riviera Beach, FL
- Sparks, NV
- Tamarac, FL
- St. Petersburg, FL

### State Insurance Departments:

- Maine
- Missouri
- Florida
- California
- Michigan
- Maryland
- Ohio
- Vermont
- Oklahoma
- Texas
- Pennsylvania
- Oregon
- Virginia
- Wisconsin

### Education:

- School Board of Broward County, FL
- School Board of Dade County, FL
- Collier County Public Schools, FL

### State Funds:

- Arizona Industrial Commission Special Fund
- Colorado Subsequent Injury Fund
- Florida Self-Insurance Fund
- Florida Self-Insured Flood Program
- Florida Special Disability Trust Fund
- Maine Workers' Compensation Self-Insurance Fund
- Maryland Insurance Trust Fund
- Montana Self-Insurance Fund
- Wisconsin Self-Insurance Fund
- Wisconsin Health Care Liability Insurance Plan
- Wisconsin Injured Patients and Families Compensation Fund
- Wisconsin Local Government Property Insurance Fund

### Districts and Authorities:

- Alameda– Contra Costa Transit Dist., CA
- Newark Housing Authority, NJ
- Hampton Roads Transit, VA
- Jacksonville Transportation Authority, FL
- Massachusetts Port Authority, MA
- New Jersey Turnpike Authority, NJ
- Lake Worth Drainage District, FL
- South FL Water Management, FL
- Suffolk County Water Authority, NY

### Insurance Companies:

- Agrinational Insurance Co. (VT)
- AZ-Mont Insurance Company (VT)
- Blair Int'l Insurance Co. (Cayman)
- Capital City Insurance Co. (SC)
- GK Insurance Company (VT)
- Safe Insurance Company (WV)
- United Insurance Company - R-Pool and Nexus Treaties (BWI)

### Private Companies

- Public Services of New Hampshire
- United Church of Christ Retirement Community, Inc. (NH)
- Applied Industrial Technologies (OH)
- Blue Cross Blue Shield of Florida
- Burger King Corporation (FL)
- Companion Assurance Co. (US VI)
- Florida Power & Light Corp.
- McDonald's Corporation (IL)
- Performance Food Group (VA)

# AMI's Project Team

## Organization Chart

***Project Director & Peer Reviewer -  
Aguedo Ingco, FCAS, MAAA, CPCU, ARM***

Aguedo will be responsible for coordinating all the appropriate resources of AMI for an effective and efficient execution of the required tasks. He is the President and the Lead Actuary of AMI. *He will lead the engagement team and will directly supervise all services to be performed.* He has estimated and certified loss reserves for various state funds, municipalities, self-insurance programs, captive insurance companies, and associations. He has performed allocation of the cost of risk and other risk management consultancy services for various entities. He will also perform the peer review for this engagement. He will check the appropriateness of the methods, assumptions and selections we will use in our calculations.

***Technical Manager - Gail Flannery, FCAS, MAAA***

Gail will act as the technical manager for this engagement. She will help in developing an effective strategy and approach for this engagement. She will work closely with the County's contacts. She has worked extensively in the ratemaking and reserving of property and casualty lines of insurance. She has more than 20 years of first-hand experience performing actuarial services for AMI's self-insured clients. *Most services for the County will be performed by her or will be under her direct supervision.*

***Actuarial Analysts***

AMI has several Actuarial Analysts who will perform some of the actuarial calculations that may need to be done. They have been actively providing actuarial support and assistance in our engagements with several counties, cities, self-insurance funds, state insurance departments, and insurance companies regarding review of loss reserves and rate settings. They have passed several actuarial exams for the actuarial society.

# Aguedo Ingeo, FCAS, MAAA, CPCU, ARM

## Professional and Business Experience

Mr. Aguedo Ingeo, who will be the **Project Director and Peer Reviewer** for this engagement, is a Fellow of the Casualty Actuarial Society (FCAS), Member of the American Academy of Actuaries (MAAA), a Chartered Property Casualty Underwriter (CPCU), and an Associate in Risk Management (ARM). His expertise is in estimating and analyzing loss reserves for government and non-government entities. *He has demonstrated working knowledge and understanding of self-insured programs and compliance of GASB 10 requirements.* He has first hand experience in the evaluation and assessment of the reserving practices of governmental entities. He has audited the reserves of various State Funds. He has also performed insurance effectiveness and claims administrative reviews. *He has extensive experience in developing self-insurance funding requirements for such lines of business as workers' compensation, automobile liability, general liability, auto physical damage, property losses, etc.*

## Education and Professional Certifications

### B.S. Mathematics and Physics

United States Naval Academy  
Annapolis, MD

**Fellow, Casualty Actuarial Society**  
(FCAS)

**Member, American Academy of Actuaries**  
(MAAA)

**Chartered Property Casualty Underwriter**  
(CPCU)

**Associate in Risk Management**  
(ARM)

Member, South Florida Chapter of the CPCU

## Professional and Business History

- **AMI Risk Consultants, Inc., Miami, FL**  
1992 to Present: President and Consulting Actuary. Currently provides actuarial and risk management consulting services to self-insurance funds, insurance regulators, and captive insurance companies.
- **Price Waterhouse, Miami, FL**  
1984-1992: Actuary and Director. For eight years, provided actuarial support and assistance regarding audits of and consulting services for insurance companies, Workers' Compensation State Funds, HMO's, and other self-insurance funds.
- **Booke & Co. (McNeary Risk Management) Charlotte, NC**  
1981-1984: Vice President and Actuary. Performed rate filings, loss reserve reviews, and certifications. Developed medical malpractice insurance rates for several State Medical Association sponsored medical malpractice companies.
- **Fireman's Fund Insurance Co., San Francisco, CA**  
1978-1981: Associate Actuary. Developed Commercial and Personal Auto rates for the Company.
- **American International Group Insurance, New York, NY**  
1974-1978: Assistant Actuary.

## Gail Flannery, FCAS, MAAA

### Professional and Business Experience

Ms. Gail Flannery who will act as the **technical manager** for this engagement, has worked extensively in property/casualty insurance ratemaking and reserving for over 40 years. Before joining AMI in 1997, she was Vice President and Actuary for American Bankers Insurance Group. She was responsible for the ratemaking and rate filing support for American Bankers' products in various states. She also supervised statistical reporting for over ten years. She has expertise in estimating and analyzing loss reserves for government and non-government entities. As the Technical Manager for most of the projects of AMI, she has demonstrated working knowledge and understanding of self-insured programs and compliance of GASB 10 requirements.

### Education and Professional Certifications

- **M.S. Statistics**  
Florida State University  
Tallahassee, FL
- **B.A. Mathematics**  
Hollins College  
Roanoke, VA
- **Fellow, Casualty Actuarial Society (FCAS)**
- **Member, American Academy of Actuaries (MAAA)**

### Professional and Business History

- **AMI Risk Consultants, Inc., Miami, FL**  
1997 to Present: Actuarial Consultant. Acts as Technical Manager for most of the current actuarial consulting work of AMI.
- **American Bankers Insurance Group, Miami, FL**  
1992-1996: Vice President and Actuary. Responsible for 20 actuaries, actuarial students, and statistical reporting staff. Provided ratemaking and reserving support to American Bankers Insurance Company and six P&C subsidiaries (three Foreign). Rendered reserve opinions for nine companies. Prepared annual business plan.
- 1980-1991: Actuarial Analyst/Senior Actuarial Assistant/Assistant Actuary. Progressive responsibilities over the years including the following: rate reviews and rate filing support of specialty products, including Automobile Liability, Auto Warranty, Force-Placed Auto/ Antique, and Collectible Auto. Proposed rates and rating plans. Filed rates. Wrote system specifications to capture necessary data and to alter statistical calls to include product. Set quarterly reserves for all product lines. Wrote and maintained loss reserving software used from 1981-1995.
- 1978-1979: Project Team Member. Part of a four-member "user team" that tested "Policy Management System" (PMS) software. Designed statistical coding for 25 insurance products. Assisted with conversion of in-force policies and open claims to new system.
- **Florida Department of Commerce, FL**  
1976-1978: Labor Market Analyst. Conducted employer surveys.



**Attachment "B"**  
**Insurance Requirements**

**GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the

*OKALOOSA COUNTY*



Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability

- Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### **PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

#### **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

#### **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including

*OKALOOSA COUNTY*

but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

#### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

*OKALOOSA COUNTY*

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



**Attachment "C"**  
**Civil Rights Clauses**



## Attachment "C"

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)



**Attachment "D"**  
**Scrutinized Contractors Certificate**

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate AMI Risk Consultants, Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: October 12, 2021

SIGNATURE: 

COMPANY: AMI Risk Consultants, Inc.

NAME: Aguedo M. Ingco  
(Typed or Printed)

ADDRESS: 1336 SW 146th Ct.

TITLE: President

Miami, FL 33184

E-MAIL: bobingco@amirisk.com

PHONE NO.: (305) 273-1589