### AGENDA

**PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**

**Thursday, November 08, 2018**, 10:00 a.m.

Eighth Floor, Conference Room 851

Jacksonville, FL 32202

**Committee Members:**
- Gregory Pease, Chairman
- Randall Barnes, Member, Treasury
- Jeff Close, Member, DGC

<table>
<thead>
<tr>
<th>Subcommittee Members</th>
<th>ITEM #</th>
<th>TITLE &amp; ACRN</th>
<th>MOTION</th>
<th>CONTR EXP</th>
<th>OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marlene Russell</td>
<td>P-51-18</td>
<td>Fee &amp; Contract Negotiations State Government Relations Consultant Services - The Florida House of Representatives Office of the Mayor</td>
<td>That the City of Jacksonville enter into a contract with Ballard Partners, Inc., for State Government Relations Consultant Services - The Florida House of Representatives that incorporates the attached scope of services identified as Exhibit 'A' and contract fee schedule identified as Exhibit 'B'; (ii) provide an initial period of service from execution of the contract to one year with three one-year renewal options available at terms mutually agreeable; and (iii) provide a not-to-exceed maximum indebtedness of $120,000.00. All other terms and conditions are per the RFP and the City's standard contract language.</td>
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<tr>
<td>Jordan Elsbury</td>
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<td>Fee &amp; Contract Negotiations State Government Relations Consultant Services - The Florida Senate Office of the Mayor</td>
<td>That the City of Jacksonville enter into a contract with Ballard Partners, Inc., for State Government Relations Consultant Services - The Florida Senate that incorporates the attached scope of services identified as Exhibit 'A' and contract fee schedule identified as Exhibit 'B'; (ii) provide an initial period of service from execution of the contract to one year with three one-year renewal options available at terms mutually agreeable; and (iii) provide a not-to-exceed maximum indebtedness of $108,000.00. All other terms and conditions are per the RFP and the City's standard contract language.</td>
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<td>Ann Willis</td>
<td>P-47-15</td>
<td>Contract Amendment No. 3 Aircraft Liability and Physical Damage Coverage Finance and Administration Department/Risk Management Division</td>
<td>That Contract No. 8518-04 between the City of Jacksonville and Arthur J. Gallagher Risk Management Services, Inc., for Aircraft Liability and Physical Damage Coverage, is amended to: (i) ratify the contract from October 1, 2018 to effective date of renewal and exercise the third of four renewal options extending the period of service through September 30, 2019 with one (1) renewal option remaining; (ii) incorporate the attached Renewal Proposal identified as Exhibit D; and (iii) increase the maximum indebtedness by $100,343.00 to a new not-to-exceed total maximum of $344,321.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.</td>
<td>09/30/18</td>
<td></td>
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<tr>
<td>Twane Duckworth</td>
<td>P-11-14</td>
<td>Contract Amendment No. 6 Marina Insurance - Watercraft Hull (Including Protection &amp; Indemnification) and Wharfingers Liability Finance and Administration Department/Risk Management Division</td>
<td>That Contract No. 9269-05 between the City of Jacksonville and Brown and Brown of Florida, Inc., for Marine Insurance - Watercraft Hull (Including Protection &amp; Indemnification) and Wharfingers Liability is amended to: (i) ratify the contract from October 1, 2018 to the effective date of renewal and exercise the fourth and final renewal option extending the period of service through September 30, 2019; (ii) incorporate the attached Marine Insurance Renewal Proposal identified as Exhibit F; and (iii) increase the maximum indebtedness by $99,216.00 to a new not-to-exceed total maximum of $565,784.95. All other terms and conditions, as previously amended, shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.</td>
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</tbody>
</table>
| Ann Willis   | Twana Duckworth | P-52-16  | **Contract Amendment No. 2**  
|-------------|-----------------|---------| Crime Insurance  
|             |                 |         | Finance and Administration Department/Risk  
|             |                 |         | Management Division  |
|             |                 |         | Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.  
|             |                 |         | That Contract No. 9269-07 between the City of Jacksonville and Brown and Brown of Florida, Inc., for Crime Insurance, is amended to: (i) ratify the contract from October 1, 2018 to the effective date of renewal and exercise the second of four renewal options for a policy term of October 1, 2018 through September 30, 2019 with two (2) options remaining; (ii) incorporate the attached Renewal Proposal Identified as Exhibit 'D'; and (iii) increase the maximum indebtedness by $38,049.00 to a new not-to-exceed total maximum of $114,151.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's Ordinances, Procurement policies and procedures and applicable Federal and State laws.  |

| Ann Willis   | Twana Duckworth | P-58-15  | **Contract Amendment No. 3**  
|-------------|-----------------|---------| P#1  
|             |                 |         | Piggyback of DC3B Master Casualty Consultant  
|             |                 |         | Finance and Administration Department/Risk  
|             |                 |         | Management Division  |
|             |                 |         | That Contract No. 9429-02 between the City of Jacksonville and E.W. Silver & Associates d/b/a Silver Insurance Consultants Management, for Master Casualty Consulting/Employee Benefits and Auditing Services, is amended to: (i) ratify the contract from October 1, 2018 to effective date of renewal and exercise the second of four (4) one-year renewal options extending the period of service through September 30, 2019 with two (2) renewal options remaining; and (ii) increasing the maximum indebtedness by $65,000.00 to a new not-to-exceed total maximum of $270,000.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's Ordinances, Procurement policies and procedures and applicable Federal and State laws.  |

| Ann Willis   | Twana Duckworth | P-43-18  | **Contract Amendment 1**  
|-------------|-----------------|---------| Casualty Broker Services  
|             |                 |         | Finance and Administration Department/Risk  
|             |                 |         | Management Division  |
|             |                 |         | That the contract between the City of Jacksonville and Brown & Brown of Florida, Inc., for Casualty Broker Services be amended to increase the maximum indebtedness by $39,724.00 for the services to a new not-to-exceed total maximum of $1,741,240.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's Ordinances, Procurement policies and procedures, and applicable Federal and State laws.  |
MEMORANDUM

November 2, 2018

TO: Greg Pease, Chairman
    Professional Services Evaluation Committee (PSEC)

FROM: Jordan Elsberry, Director Intergovernmental Affairs
       Marlene Russell, Director Organizational Effectiveness

RE: P-51-18 – State Government Relations Consultant

The Mayor’s Office has negotiated with the number two ranked consultant that submitted a proposal and was selected to provide the State Government Relations Consultant – The Florida Senate lobbying services resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B. As per the RFP, the City of Jacksonville is awarding two separate contracts, one for The Florida House of Representatives and one for The Florida Senate.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with The Fiorentino Group for The Florida Senate lobbying services that incorporates the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B. The initial contract period will be for one year from date of execution of the contract, with three (3) additional one-year renewals at terms mutually agreeable. The maximum indebtedness is a not-to-exceed amount of $108,000.00. All other terms and conditions of the Contract are per the City’s standard contract language and as provided in the Request for Proposals.

Attachments: Exhibit A Scope of Service/Contract
              Exhibit B Fee Schedule

cc: Alex Baker, PSEC Specialist
P-51-18 State Government Relations Consultants

Exhibit A

Scope of Services – Lobbyist Services to The Florida Senate

Ballard Partners, Inc. will, in accordance with the highest level, ethical, and professional standards, provide at the direction of designated City officials, state lobbying services for state government relations for overall lobbyist services to The Florida Senate. Lobbying services include, but not limited to the following services:

- Influence or attempt to influence legislative actions through communicating the desire of the City of Jacksonville.
- Arrange and meet with key decision-makers in the legislative process to convey the positions of the City of Jacksonville.
- All key policy decisions must be communicated and authorized by the Director of Inter-Governmental Affairs, Office of the Mayor.
- Provide representation on issues that arise with other entities.
- Establish and maintain working relationships with Executive and Legislative Leadership, Members of the House and Senate and other lobbyists to achieve passage or defeat of legislation as directed by the City of Jacksonville.
- Continuously identify, track, and respond to all existing and proposed policies, programs, and legislation that might impact the City of Jacksonville and/or related agencies.
- Provide assistance in establishing strategy, obtain sponsors and co-sponsors
- Monitor current state legislation budget process and report to the City both orally and in writing, any legislation events that may directly or indirectly impact the City.
- Secure state monies from various agencies to assist the City in achieving its annual list of goals, priorities and specific projects.
- Monitor, analyze, and track authorizations and appropriation bill and recommend the appropriate strategy.
- Identify projects with potential funding based on the needs and priorities of the City of Jacksonville.
- Represent the City of Jacksonville before appropriations committees as required
- Focus on state influenced legislation that may have an direct or indirect impact on the City’s infrastructure that affects the ability of the city to carry out the essential functions to the citizens of Jacksonville
- Identify, influence and secure opportunities to enhance and improve the city’s infrastructure
- Monitor various state agency actions for potential impact on the City of Jacksonville and in the event action is needed, advise the City.
- Assist in the development of the City’s annual list of goals, priorities and specific projects and identify those which can be addressed at the state level.
- Provide assistance in establishing strategy; obtain sponsors, and co-sponsors in each house for matters designated by the City of Jacksonville.
• Establish and maintain successful working relationships with the Executive and Legislative leadership, Legislators, and staff to achieve passage or defeat of legislation as directed by the City.

• The services for each category would include, but not be limited to, development of state legislative agenda/strategy and advocacy before all appropriate state government branches, agencies, and commissions. The consultant will work to protect and promote the interest of the City of Jacksonville before state government branches, agencies, and commissions.

• The consultant will demonstrate the knowledge of the executive and legislative branches of the state government and demonstrate the ability to work with the state government in order to achieve the City's state legislative agenda. In addition, the consultant will be expected to be familiar with the wide range of projects and activities of the City and to advise the City of pending legislation or regulations that might materially impact those projects and activities.

• The consultant will build coalitions with Tallahassee-based issues groups and organizations across the state in furtherance of the City's goals.

• The consultant will be familiar with and able to obtain state funding assistance for high priority projects identified in the City's state agenda.

• The consultant may assist the City of Jacksonville in the development of the annual state legislative agenda.

• The consultant may represent the City before the State with regard to the promotion of the City of Jacksonville's state legislative agenda.

• The consultant may represent the City before the state with regard to policies, legislative proposals, and regulations that will impact Jacksonville and have been identified as priority issues by the City.

• The consultant may assist in securing permits and approvals that might be required from time to time from the state government or any of its agencies.

• The consultant may attend any meetings requested to share progress on the City's legislative agenda.
P-51-18 – State Government Relations Consultant

Exhibit B

Fee Schedule

The Fiorentino Group – Lobbyist Services to The Florida Senate

Contract Annual Amount, Not-to-Exceed  $ 108,000.00

Authorized Task #1

January 1, 2019 – December 31, 2019: Consultant is authorized a total of $108,000.00, consisting of $9,000.00 per month to provide lobbyist services as outlined in Exhibit A, Scope of Services.

The fee is inclusive of all costs including travel, lobbyist registration fees, and legislative tracking.
November 2, 2018

TO:  Greg Pease, Chairman  
     Professional Services Evaluation Committee (PSEC)

FROM:  Jordan Elsbury, Director Intergovernmental Affairs  
        Marlene Russell, Director Organizational Effectiveness

RE:  P-51-18 – State Government Relations Consultant

The Mayor’s Office has negotiated with the number one ranked consultant that submitted a proposal and was selected to provide the State Government Relations Consultant – The Florida House of Representatives lobbying services resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B. As per the RFP, the City of Jacksonville is awarding two separate contracts, one for the Florida House of Representatives and one for The Florida Senate.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Ballard Partners, Inc., for The Florida House of Representatives lobbying services that incorporates the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B. The initial contract period will be for one year from date of execution of the contract, with three (3) additional one-year renewals at terms mutually agreeable. The maximum indebtedness is a not-to-exceed amount of $120,000.00. All other terms and conditions of the Contract are per the City’s standard contract language and as provided in the Request for Proposals.

Attachments:  Exhibit A Scope of Service/Contract  
               Exhibit B Fee Schedule

cc:  Alex Baker, PSEC Specialist
Ballard Partners, Inc. will, in accordance with the highest level, ethical, and professional standards, provide at the direction of designated City officials, state lobbying services for state government relations for overall lobbyist services to the Florida House of Representatives. Lobbying services include, but not limited to the following services:

- Influence or attempt to influence legislative actions through communicating the desire of the City of Jacksonville.
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- Monitor current state legislation budget process and report to the City both orally and in writing, any legislation events that may directly or indirectly impact the City.
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- Monitor, analyze, and track authorizations and appropriation bill and recommend the appropriate strategy.
- Identify projects with potential funding based on the needs and priorities of the City of Jacksonville.
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- Focus on state influenced legislation that may have an direct or indirect impact on the City’s infrastructure that affects the ability of the city to carry out the essential functions to the citizens of Jacksonville.
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• The consultant may attend any meetings requested to share progress on the City's legislative agenda.
P-51-18 – State Government Relations Consultant

Exhibit B

Fee Schedule

Ballard Partners – Lobbyist Services to the Florida House of Representatives

Contract Annual Amount, Not-to-Exceed $ 120,000.00

Authorized Task #1

January 27, 2019 – January 26, 2020: Consultant is authorized a total of $120,000.00, consisting of $10,000.00 per month to provide lobbyist services as outlined in Exhibit A, Scope of Services.

The fee is inclusive of all costs including travel, lobbyist registration fees, and legislative tracking.
DATE: November 4, 2018

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Ann Willis, Property and Casualty Administrator
Twane Duckworth, Chief of Risk Management

Subject: Arthur J. Gallagher Risk Management Services, Inc. – Contract Aviation Insurance
P-47-15 – Contract 8518-04 Request for Amendment Three

The current Contract No. 8518-04 Aviation Insurance allows for placement of Aviation Insurance coverages by Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher"), for a term of October 1, 2017 to September 30, 2018, with two (2) additional one year options remaining at terms mutually agreeable. The current maximum indebtedness is a not to exceed amount of $243,978.00 for all products and deliverables.

Risk Management is requesting to exercise one (1)of the two (2) remaining renewals for a policy term of October 1, 2018 to September 30, 2019 and to increase the maximum indebtedness by $100,343.00 for a not to exceed amount of $344,321.00 with all products and deliverables remaining the same.

The $100,343.00 represents an increase in premium over last policy term due to the purchase of a new aircraft by Mosquito Control division.

Attachments: Exhibit D – Renewal Proposal
Exhibit D
2018 – 2019 Aviation Renewal Proposal
September 12, 2018

The City of Jacksonville, FL
117 West Duval Street Suite #335
Jacksonville, FL 32202-3381

Re: Aviation - Policy # 100000507
   Policy Effective: 10/01/2018 to 10/01/2019

Dear Twane and Ann:

Your Aviation policy will be renewing shortly. Attached is our quotation for Aviation coverage.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if there have been any changes in operations or exposures.

We would like to outline the following notable points for your consideration:

- Any entity not named above, may not be an insured entity. This may include partnerships and joint ventures.
- The insurance carrier is QBE Insurance Corporation
- The renewal premium is: $79,935.00, which is “as-expiring”.
- The premium is based upon expiring exposures.
- We approached alternate markets this year and it was validated that the current pricing is extremely competitive. Indications from the market for the existing fleet were over $100,000.
- Please let us know if Mosquito Control acquired N9204U - 1996 MD500 valued $875,000. The annual premium for this aircraft is $20,408. This premium would be in addition to the quoted policy premium.
- Significant policy exclusions include but are not limited to the following:
  - Asbestos Exclusion Endorsement QBAV-2014
  - Date Recognition Exclusion Endorsement – QBAV-2070
  - Fungus Exclusion Endorsement – QBAV-2139
  - Noise and Pollution and Other Perils Exclusion Clause – QBAV-2196
  - Radioactive Contamination, Chemical, Biological, Bio-chemical, Electromagnetic Weapons Exclusion – QBAV-2249
- Immediately report all claims to:
  - QBE Insurance Corporation
  - Bob Porter (Eastern USA)
    - Email: Robert.porter@us.qbe.com
    - Direct Line: 513.718.0131
    - Mobile: 513.833.7076
  - Gallagher Claims Reporting:
    - Email: seclaims@aig.com
    - Phone: 225-906-0128 or 855-497-0578
    - Fax: 225-663-3224
- Gallagher is responsible for the placement of the following lines of coverage: Aviation, Excess Property.

www.aig.com
Excess Liability, Equipment Breakdown, Excess Workers’ Compensation, General Liability, Terrorism Package, Ancillary Liability Policies, and TULIP.

- It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.
- It is recommended that you consider purchasing coverage for the following, which are not included in your insurance program: Pollution Liability.

**To bind this policy,** please refer to the “Client Authorization to Bind Coverage” page attached. Note any changes you desire to be made. Date and sign. Return prior to the effective date of coverage.

1. Subject to Signed and dated TRIA form

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

*Livia Oliveira*

Livia Oliveira, MS-RMI, CLCS  Client Service Manager, Senior
Gallagher Global Brokerage – South Florida

www.aig.com
# Compensation Disclosure Schedule

<table>
<thead>
<tr>
<th>Coverage(s)</th>
<th>Carrier Name(s)</th>
<th>Wholesaler, MGA, or Intermediary Name</th>
<th>Estimated Annual Premium</th>
<th>Comm % or Fee</th>
<th>Wholesaler, MGA or Intermediary %</th>
<th>AJG Owned?</th>
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<tr>
<td>Aviation Liability</td>
<td>QBE Insurance Corporation</td>
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<td>$79,935.00</td>
<td>17.5%</td>
<td>N/A</td>
<td>N/A</td>
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Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Compensation Disclosure or contact your Gallagher representative for additional information.

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
   * A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
   * Gallagher is receiving ____% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
4. * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

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Important Disclosures

The proposal, and any executive summaries included with or supplementing the proposal outlines certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by $20 million each calendar year before the TRIPRA program responds from the 2015 trigger of $100 million to $200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.
Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, “We are an Open Society,” and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional compensation if stipulated underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the particular insurance company and/or through the particular intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in certain commission rates. These additional commissions, commonly referred to as “supplemental commissions” are frequently known as of the effective date of the applicable insurance placement, but some insurance companies pay this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage placed through Gallagher.

3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.

4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility is utilized in the placement of a client’s account, the facility may earn and retain customary brokerage commission or fees for its work.

5. Gallagher assists its clients in procuring premium finance quotes and unless prohibited by law may earn compensation for this optional value-added service.

6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.

7. Gallagher strives to find appropriate coverage at a competitive price for our clients. In order to achieve these goals, we gather and analyze data about our clients and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our clients. This data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

AJG Chief Compliance Officer
Arthur J. Gallagher & Co.
2850 Golf Rd., 8th Floor
Rolling Meadows, IL 60008

www.ajg.com
Carrier Ratings and Admitted Status

<table>
<thead>
<tr>
<th>Proposed Carriers</th>
<th>A.M. Best’s Rating</th>
<th>Admitted/Non-Admitted</th>
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<tbody>
<tr>
<td>QBE Insurance Corporation</td>
<td>A XV</td>
<td>Admitted</td>
</tr>
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If the above indicates coverage is placed with a non-admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state. The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings
Rating Levels and Categories

<table>
<thead>
<tr>
<th>Level</th>
<th>Category</th>
</tr>
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<tbody>
<tr>
<td>A++, A+</td>
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<td>D</td>
<td>Poor</td>
</tr>
<tr>
<td>E</td>
<td>Under Regulatory Supervision</td>
</tr>
<tr>
<td>F</td>
<td>In Liquidation</td>
</tr>
<tr>
<td>S</td>
<td>Suspended</td>
</tr>
</tbody>
</table>

Financial Size Categories
(In $000 of Reported Policyholders’ Surplus Plus Conditional Reserve Funds)

<table>
<thead>
<tr>
<th>Level</th>
<th>Category</th>
<th>Up to 1,000</th>
<th>2,000 to 5,000</th>
<th>10,000 to 25,000</th>
<th>50,000 to 100,000</th>
<th>25,000 to 50,000</th>
<th>100,000 to 250,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>FSC I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FSC II</td>
<td>1,000</td>
<td></td>
<td>2,000 to 5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FSC III</td>
<td>5,000</td>
<td></td>
<td>10,000 to 25,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FSC IV</td>
<td>10,000</td>
<td></td>
<td>25,000 to 50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FSC V</td>
<td>25,000</td>
<td></td>
<td>50,000 to 100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FSC VI</td>
<td>100,000</td>
<td></td>
<td>250,000 to 500,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FSC VII</td>
<td></td>
<td></td>
<td>500,000 to 1,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FSC VIII</td>
<td></td>
<td></td>
<td>1,000,000 to 2,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Best’s Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best’s Rating which attempts to measure the comparative position of the company or association against industry averages.

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www.aig.com
BEST'S FINANCIAL STRENGTH RATING GUIDE - (FSR)

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Best's Financial Strength Rating (FSR) Scale

<table>
<thead>
<tr>
<th>Rating Categories</th>
<th>Rating Symbols</th>
<th>Rating Notches*</th>
<th>Category Definitions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superior</td>
<td>A+</td>
<td>A++</td>
<td>Assigned to insurance companies that, in our opinion, a superior ability to meet their ongoing insurance obligations.</td>
</tr>
<tr>
<td>Excellent</td>
<td>A</td>
<td>A</td>
<td>Assigned to insurance companies that, in our opinion, an excellent ability to meet their ongoing insurance obligations.</td>
</tr>
<tr>
<td>Good</td>
<td>B+</td>
<td>B++</td>
<td>Assigned to insurance companies that, in our opinion, a good ability to meet their ongoing insurance obligations.</td>
</tr>
<tr>
<td>Fair</td>
<td>B</td>
<td>B</td>
<td>Assigned to insurance companies that, in our opinion, a fair ability to meet their ongoing insurance obligations.</td>
</tr>
<tr>
<td>Marginal</td>
<td>C+</td>
<td>C++</td>
<td>Assigned to insurance companies that, in our opinion, a marginal ability to meet their ongoing insurance obligations.</td>
</tr>
<tr>
<td>Weak</td>
<td>C</td>
<td>C</td>
<td>Assigned to insurance companies that, in our opinion, a weak ability to meet their ongoing insurance obligations.</td>
</tr>
<tr>
<td>Poor</td>
<td>D</td>
<td>D</td>
<td>Assigned to insurance companies that, in our opinion, a poor ability to meet their ongoing insurance obligations.</td>
</tr>
</tbody>
</table>

*Each Best's Financial Strength Rating Category from A+ to C++ includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus (+) or minus (-).

FSR Non-Rating Designations

<table>
<thead>
<tr>
<th>Designation Symbols</th>
<th>Designation Definitions</th>
</tr>
</thead>
<tbody>
<tr>
<td>E</td>
<td>Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - excluding cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations, an impaired insurer.</td>
</tr>
<tr>
<td>F</td>
<td>Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation, an impaired insurer.</td>
</tr>
<tr>
<td>S</td>
<td>Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information, or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.</td>
</tr>
<tr>
<td>NR</td>
<td>Status assigned to insurance companies that are not rated, may include previously rated insurance companies or insurance companies that have never been rated by AMBRS.</td>
</tr>
</tbody>
</table>

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an issuer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a qualitative and quantitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entirely or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are assigned in a category of notches within a category, but given there is a prescribed progression of categories (and notched used in assigning the ratings of a much larger population of entities or obligations), the categories (notches) cannot mirror the precise subtleties of risk that are inherent within a similar rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AMBRS) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific issuer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be used as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decisions; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an “as is” basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMBRS.

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Client Authorization to Bind Coverage
The City of Jacksonville, FL

After careful consideration of your proposal dated September 12, 2018, we accept your insurance program subject to the following exceptions/changes:

POLICY OPTIONS:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>OPTION DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Bind All Policies As Shown Herein:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Aviation (QBE Insurance Corporation)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Premium: $79,935.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Optional Coverages:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Aviation (QBE Insurance Corporation)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To add N9204U, 1996 MD500 Helicopter</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Additional Annual Premium: $20,408.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Bind TRIA Terrorism Coverage As Quoted</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Provide Quotations or Additional Information on the following Coverage Considerations: Pollution Liability</strong></td>
</tr>
</tbody>
</table>

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

__________________________________________
Client Signature
For The City of Jacksonville, FL

___________________________
Dated
QBE Commercial Aviation Proposal

Named Insured: CITY OF JACKSONVILLE
Location: 117 West Duval Street, Suite 335, Jacksonville, FL 32202
Policy Term: 10/01/2018 to 10/01/2019
Agent: DOUGLAS D MEYER

AVIATION POLICY QBAV-AV1002

<table>
<thead>
<tr>
<th>FAA #</th>
<th>Year</th>
<th>Use</th>
<th>M&amp;M</th>
<th>Seats</th>
<th>Hull Value</th>
<th>Hull R/$100</th>
<th>Hull Premium</th>
<th>Liability Limit</th>
<th>Liability Premium</th>
<th>Total Annual Premium</th>
<th>War Hull Premium</th>
<th>War Liability Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>317JP</td>
<td>2002</td>
<td>BELL 206B</td>
<td>1+4</td>
<td>$879,000</td>
<td>1.28</td>
<td>$11,251</td>
<td>$20,000,000</td>
<td>$2,908</td>
<td>$14,159</td>
<td>Incl</td>
<td>Incl</td>
<td></td>
</tr>
<tr>
<td>314JP</td>
<td>2004</td>
<td>BELL 407</td>
<td>1+6</td>
<td>$2,274,856</td>
<td>0.96</td>
<td>$21,839</td>
<td>$20,000,000</td>
<td>$4,302</td>
<td>$26,141</td>
<td>Incl</td>
<td>Incl</td>
<td></td>
</tr>
<tr>
<td>312JP</td>
<td>2004</td>
<td>BELL 206B</td>
<td>1+4</td>
<td>$1,489,876</td>
<td>1.06</td>
<td>$15,793</td>
<td>$20,000,000</td>
<td>$2,908</td>
<td>$18,701</td>
<td>Incl</td>
<td>Incl</td>
<td></td>
</tr>
<tr>
<td>311JP</td>
<td>1972</td>
<td>BELL OH-58A</td>
<td>1+3</td>
<td>$200,000</td>
<td>2.08</td>
<td>$4,160</td>
<td>$20,000,000</td>
<td>$2,181</td>
<td>$5,341</td>
<td>Incl</td>
<td>Incl</td>
<td></td>
</tr>
<tr>
<td>58160</td>
<td>1974</td>
<td>HUGHES 269C</td>
<td>1+1</td>
<td>$175,000</td>
<td>2.64</td>
<td>$4,620</td>
<td>$20,000,000</td>
<td>$2,185</td>
<td>$6,805</td>
<td>Incl</td>
<td>Incl</td>
<td></td>
</tr>
<tr>
<td>7511A</td>
<td>1994</td>
<td>SCHWEIZER 269C</td>
<td>1+1</td>
<td>$225,000</td>
<td>2.49</td>
<td>$5,603</td>
<td>$20,000,000</td>
<td>$2,185</td>
<td>$7,788</td>
<td>Incl</td>
<td>Incl</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total fleet value and annual premium</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,243,732</td>
<td>$63,266</td>
<td>$16,869</td>
<td>$79,935</td>
</tr>
</tbody>
</table>

Deductibles: SEFG Rotor Wing - Nil/1% SERG 0 MEP 0

Aircraft Use: All uses as required by the Named Insured.

Pilots: Any pilot as approved by the Named Insured.

Additional Coverage

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
<th>Premium</th>
<th>Form No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Medical Payments</td>
<td>$15,000</td>
<td>Included</td>
<td>QBAV-1002</td>
</tr>
<tr>
<td>Automatic Attachment Endorsement for Newly Acquired Aircraft</td>
<td>Policy Limit</td>
<td>Included</td>
<td>QBAV-2045</td>
</tr>
<tr>
<td>Aviation Date Recognition Endorsement with Limited Coverage Grant Aircraft Operators</td>
<td>Policy Limit</td>
<td>Included</td>
<td>QBAV-2048</td>
</tr>
<tr>
<td>Broad Coverage Endorsement</td>
<td>Per Endorsement</td>
<td>Included</td>
<td>QBAV-2053</td>
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</tbody>
</table>
### Additional Coverage

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
<th>Premium</th>
<th>Form No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cargo Liability Endorsement (Form B)</td>
<td>Each Occurrence - Cargo Limit: $250,000</td>
<td>Included</td>
<td>QBAV-2057</td>
</tr>
<tr>
<td></td>
<td>Each Claim - Deductible: Nil</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fellow Employee Coverage Endorsement</td>
<td>Policy Limit</td>
<td>Included</td>
<td>QBAV-2127</td>
</tr>
<tr>
<td>Hurricane Protection Coverage</td>
<td>$5,000</td>
<td>Included</td>
<td>QBAV-2153</td>
</tr>
<tr>
<td>Mechanic's Tools Endorsement</td>
<td>Each Occurrence - PD Limit: $25,000</td>
<td>Included</td>
<td>QBAV-2180</td>
</tr>
<tr>
<td></td>
<td>Tools Deductible: Nil</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Each Employee - PD Limit: $25,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multiple Year Policy Endorsement (Form B)</td>
<td>Per Endorsement</td>
<td>Included</td>
<td>QBAV-2191</td>
</tr>
<tr>
<td>Non-Owned Aircraft: Liability Endorsement</td>
<td></td>
<td>Included</td>
<td>QBAV-2204</td>
</tr>
<tr>
<td>Passenger Voluntary Settlements</td>
<td>Per Endorsement</td>
<td>Included</td>
<td>QBAV-2212</td>
</tr>
<tr>
<td>Personal Injury Extension</td>
<td>$20,000,000</td>
<td>Included</td>
<td>QBAV-2213</td>
</tr>
<tr>
<td>Special Equipment Endorsement -1</td>
<td>Description: Thermal Imaging Equipment</td>
<td>Included</td>
<td>QBAV-2268</td>
</tr>
<tr>
<td></td>
<td>Insured Value: $40,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deductibles: Nil</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Owned Physical Damage</td>
<td>$20,000,000 any one occurrence, subject to a deductible amount each occurrence of Nil</td>
<td>Included</td>
<td>QBAV-2202</td>
</tr>
<tr>
<td>Special Permit or Waiver Flights – reposition, ferry or test flights</td>
<td>Policy Limit</td>
<td>Included</td>
<td>QBAV-1002</td>
</tr>
<tr>
<td>Supplementary Payments - $5,000 per bail bond: $250 per day loss of earnings</td>
<td>Policy Limit</td>
<td>Included</td>
<td>QBAV-1002</td>
</tr>
<tr>
<td>Territory – US, Canada, Mexico, the Bahamas and Caribbean Islands and while enroute to these</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Broad Coverage Endorsement – 1

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
<th>Premium</th>
<th>Form No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airworthiness Certificate</td>
<td>Per endorsement</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Automatic Insurance for Increased Insured Value</td>
<td>25% of insured amount $3,000,000 maximum insured value</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Baggage</td>
<td>$25,000 each passenger</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Hangars &amp; Contents</td>
<td>$2,000,000 each occurrence</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Definition of Premises</td>
<td>Per endorsement</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td><strong>Broad Coverage Endorsement – 1</strong></td>
<td><strong>Limit</strong></td>
<td><strong>Premium</strong></td>
<td><strong>Form No</strong></td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-----------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Emergency or Unexpected Landing Expense</td>
<td>25% of the insured value</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Extra Expense for Renting Substitute Aircraft</td>
<td>$0 each day, each aircraft $500,000 each occurrence, each aircraft 0 days min. days from occurrence 90 days max days from occurrence</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Extra Expense of Temporary Replacement Aircraft Parts</td>
<td>$500,000 each loss Does not apply to parts within 30 days days to repair or replacement</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Hangarkeepers Liability</td>
<td>$20,000,000 each aircraft $20,000,000 each occurrence Nil deductible</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Host Liquor Liability</td>
<td>$20,000,000 aggregate</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Mobile Equipment Liability</td>
<td>$20,000,000 each occurrence</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Physical Damage To Spare Engines, Parts, Avionics and Accessories</td>
<td>$500,000 each occurrence Nil deductible</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Policy Territory</td>
<td>Per endorsement</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Premises Medical Coverage</td>
<td>$15,000 each person</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Products Liability - Sale of Aircraft, Aircraft Parts, Food and Beverage</td>
<td>$20,000,000 each occurrence and aggregate</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Runway or Aircraft Foaming Search and Rescue Expense</td>
<td>$1,000,000 each occur $1,000,000 each occur</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Trip Interruption Expense</td>
<td>$10,000 each passenger N/A each occurrence</td>
<td>Included</td>
<td>QBAV-2053</td>
</tr>
<tr>
<td>Unearned Premium Insurance</td>
<td>Included</td>
<td>QBAV-2053</td>
<td></td>
</tr>
</tbody>
</table>

**Mandatory Forms**

<table>
<thead>
<tr>
<th><strong>Asbestos Exclusion Endorsement</strong></th>
<th><strong>Date Recognition Exclusion Endorsement</strong></th>
<th><strong>Fungus Exclusion Endorsement</strong></th>
<th><strong>Mexico Endorsement - Warning</strong></th>
<th><strong>Noise and Pollution and Other Perils Exclusion Clause</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Mandatory Forms</td>
<td>Premium</td>
<td>Form No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>---------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radioactive Contamination, Chemical, Biological, Bio-chemical, &amp; electromagnetic Weapons Exclusion</td>
<td>Included</td>
<td>QBAV-2249</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Policyholder Disclosure of Terrorism Insurance Coverage Notice</td>
<td>Included</td>
<td>QBAV-7000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TRIA</strong> Included if War write back is purchased.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Estimated Annual Premium</strong></td>
<td>$79,935.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Commission</strong></td>
<td>17.5%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

2018 Renewal quote is as expiring at $79,935 including WAR and TRIA. All expiring endorsements will attach at renewal. Additional annual premium of $20,408 to add N9204U, 1996 MD500.

The above is not verbatim policy wording but does generally reflect the underwriter's intent. All terms and conditions are subject to QBAV-AV1002.

**Policy Payment Options**

Full Pay

Underwriter: Vicki Hall  
Email: Vicki.Hall@us.qbe.com  
Phone: (770) 794-6418  
Date: 09/05/2018
POLICYHOLDER DISCLOSURE OF TERRORISM INSURANCE COVERAGE NOTICE

You are hereby notified that under the Terrorism Risk Insurance Act, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure, to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You have a right to purchase insurance coverage for losses arising from terrorism, as defined in the Act. Unless you elect to purchase the coverage, we will attach exclusion for Acts of Terrorism, as defined in the Act, to your policy.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

YOU HAVE Thirty (30) DAYS TO CONSIDER THIS OFFER OF COVERAGE FOR ACTS OF TERRORISM, AS DEFINED IN THE ACT. FAILURE TO RETURN THIS SIGNED FORM INDICATING AN ELECTION TO PURCHASE TERRORISM COVERAGE, AS DEFINED IN THE ACT WILL BE DEEMED YOUR REJECTION OF TERRORISM COVERAGE, AS DEFINED IN THE ACT. Acceptance or Rejection of Terrorism Insurance Coverage

☐ I hereby elect to purchase terrorism coverage for a prospective premium of $ Included

☐ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Twane Duckworth

Print Name

Date

QBE INSURANCE CORPORATION

Insurance Company

100000507

Policy Number

Page 1 of 2
This endorsement changes the policy to which it is attached and is effective on the date shown below.

Endorsement Effective: 10/01/2018
Policy No: 100000507
Insured: CITY OF JACKSONVILLE
Insurance Company: QBE INSURANCE CORPORATION

QBAV-7000 (02-15)
FINANCE DIVISION
Jacksonville
Where Florida Begins.

MEMORANDUM

DATE: November 4, 2018

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Ann Willis, Property and Casualty Administrator
Twayne Duckworth, Chief of Risk Management

Subject: Brown and Brown of Florida, Inc. – Marine Insurance – Watercraft Hull (including Protection & Indemnification) and Wharfingers Liability, P-11-14 – Request for Contract 9269-05 Amendment Six

The current Contract No. 9269-05 Marine Insurance – Watercraft Hull (including Protection & Indemnification) and Wharfingers Liability allows for placement of Watercraft Hull (including Protection & Indemnification) and Wharfingers Liability coverages by Brown and Brown of Florida, Inc., for a term of October 1, 2017 to September 30, 2018, with two (2) additional one year options remaining at terms mutually agreeable. Currently the not to exceed maximum indebtedness is $466,568.95.

Risk Management is requesting to exercise one (1) of the two (2) remaining renewals for a policy term of October 1, 2018 to September 30, 2019 and to increase the maximum indebtedness by $99,216.00 for a not to exceed amount of $565,784.95 with all terms and conditions remaining the same.

Attachments: Exhibit F – Watercraft/Wharfingers Renewal Proposal
Exhibit F
2018 – 2019 Marine Insurance – Watercraft (including Protection & Indemnification) and Wharfingers Liability Renewal Proposal
City of Jacksonville, Florida
Watercraft/Wharfinger/Bumbershoot
Term October 1, 2018 to October 1, 2019

Brown & Brown INSURANCE

Presented by:
10151 Deerwood Park Blvd Building 100, Suite 100 Jacksonville, FL 32256
Ph: 904-565-1952  FAX 904-565-2440

This proposal is based upon the exposures to loss made known to us. Any changes in exposures, i.e., new operations, new products, additional states of hire, etc., need to be promptly reported to our office in order that proper coverage(s) may be put in place.

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations and conditions, refer to the policy document. In the event of difference, policy will prevail.
Account Service Team

No matter how comprehensive or price competitive your insurance program is, it is still people who must service it to insure that coverage will respond when needed.

Brenda Lewis-Lipscomb, CIC
Vice President, Commercial Sales Executive
(904) 565-8254
(904) 565-2440 fax
blewis@bbjax.com

Brenda is responsible for overseeing all aspects of your program.

Lori Duvall, CIC
Commercial Lines Team Leader
(904) 565-8288 phone
(904) 565-2440 fax
lduvall@bbjax.com

Lori will assist with the daily servicing of your account, including changes in coverage, invoicing, renewal and other daily account servicing.

Michelle Turner
Senior Marketing Analyst

Michelle is responsible for market analysis, including coverage comparison, finding best coverage available and making sure competitive pricing is offered.

Feel free to contact anyone on this list if you have questions or concerns regarding your insurance policy.
Claims Reporting Guidelines
For All Lines of Coverage except Workers' Compensation

Make Brown & Brown of Florida, Inc. aware of any and all incidents immediately after they occur, whether it be an auto accident, a theft, slip & fall, even a minor incident that appears will have no future activity. Do not wait for a police report.

Some insureds opt to handle a situation themselves as opposed to putting their carrier on notice. This decision is ultimately up to the insured, but Brown & Brown of Florida, Inc. should still be informed of a situation and requires written confirmation that the insured made the decision not to report the claim.

Gather as much concrete information as possible. For example, police reports, company incident reports, conversation logs, medicals and pictures - anything that may assist in the handling of your claim. Send this information either by mail, e-mail or fax to:

Brown & Brown of Florida, Inc. – Jacksonville Branch
Lori Duvall, CIC
10151 Deerwood Park Blvd., Bldg. 100, Ste. 100
Jacksonville, FL 32256
(904) 565-8288 phone
(904) 565-2440 fax
lduvall@bbjax.com

If you have any questions or incur any problems, please call our office and we will be glad to assist in any way we can.

Claims Reporting Guidelines for Workers' Compensation

Workers' Compensation Claims should immediately be reported directly to the insurance company.
Named Insured(s) Schedule

The following are named insureds on your policies:

The City of Jacksonville
And Jacksonville Economic Development Commission

Plus

Any affiliated or subsidiary board, authority, committee, commission or independent agency (including newly constituted) provided that such affiliated or subsidiary board, authority, committee, commission or independent agency is either a body politic created by a listed named insured, or one in which controlling interest or membership therein is vested in a listed named insured.

Plus

All elected officials, appointed officials, and members of all appointed governing bodies, the Sheriff and the Undersheriff, all while acting within the scope of their duties.

The following are specifically excluded as Named Insureds:
- Duval County School Board
- Jacksonville Transportation Authority
- St. John's River Power Park
Wharfingers Liability Insurance
Continental Insurance (Incumbent)

Coverage Form:
Wharfingers Legal Liability: All coverages subject to policy provisions, conditions, terms, definitions, and exclusions.

Limits of Insurance: $5,000,000 Per Occurrence, Combined Single Limit

Covered Locations: "Various Locations" as per schedule

Deductible: $1,000 per occurrence

Terms & Conditions include but are not limited to:
- General Policy Information
- Landing Dock Bailee Liability Form
- Schedule of Locations
- Named Insured Endorsement
- Sole Agent Endorsement
- Severability of Interest Endorsement
- Claim Reporting Endorsement
- Proof of Loss Endorsement
- Waiver of Subrogation Endorsement
- Termination and Non Renewal Endorsement
- Prohibition of Warranty Endorsement

Exclusions include but are not limited to:
- Punitive Damages
- AIMU U.S. Economic and Trade Sanctions
- AIMU Extended Radioactive Contamination Exclusion
- AIMU Chemical, Biological, Electromagnetic Exclusion

Higher Liability Limits may be available

This proposal is for illustration purposes only. Please refer to the policy for specific details.

9/10/2018
**Location Schedule:**
All landing, mooring facilities and boat ramps owned by City of Jacksonville at Jacksonville, FL including Duval, Clay, St. Johns and Nassau counties include but are not limited to:

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>St Johns Marina</td>
<td>901 Museum Circle</td>
</tr>
<tr>
<td>2</td>
<td>Bert Maxwell</td>
<td>680 Broward Rd at I-95 and Trout River</td>
</tr>
<tr>
<td>3</td>
<td>Mayport Boat Ramp</td>
<td>4870 Ocean St, near A1A</td>
</tr>
<tr>
<td>4</td>
<td>Intracoastal Waterway</td>
<td>2501 2nd Ave</td>
</tr>
<tr>
<td>5</td>
<td>Wayne B Stevens</td>
<td>4555 Ortega Farms Blvd</td>
</tr>
<tr>
<td>6</td>
<td>TK Stokes</td>
<td>2120 Riverview Ave</td>
</tr>
<tr>
<td>7</td>
<td>Arlington Boat Ramp</td>
<td>Arlington Rd at St Johns River</td>
</tr>
<tr>
<td>8</td>
<td>Oak Harbor</td>
<td>2428 Seaway St, Mayport</td>
</tr>
<tr>
<td>9</td>
<td>Pottsville Creek</td>
<td>8508 Beach Blvd</td>
</tr>
<tr>
<td>10</td>
<td>County Dock</td>
<td>Terminus of County Dock Rd at St Johns River</td>
</tr>
<tr>
<td>11</td>
<td>Hood Landing</td>
<td>Terminus of Hood Landing Rd at Julington Creek</td>
</tr>
<tr>
<td>12</td>
<td>Dinsmore Boat Landing</td>
<td>11101 US 1</td>
</tr>
<tr>
<td>13</td>
<td>Harborview Boat Ramp</td>
<td>Harborview Dr</td>
</tr>
<tr>
<td>14</td>
<td>Alimacani</td>
<td>Heckscher Dr at Fort George Inlet</td>
</tr>
<tr>
<td>15</td>
<td>Lonnie Wurn</td>
<td>4131 Ferber Rd</td>
</tr>
<tr>
<td>16</td>
<td>Joe Carlucci Boat Ramp</td>
<td>8410 McKenna Dr</td>
</tr>
<tr>
<td>17</td>
<td>Arlington Lions Club Boat Ramp</td>
<td>4322-1 Richard G Gatlin Rd</td>
</tr>
<tr>
<td>18</td>
<td>Jim King Park Boat Ramp @ Sister's</td>
<td>8203 Heckscher Dr</td>
</tr>
<tr>
<td>19</td>
<td>Curtis Lee Johnson Boat Ramp</td>
<td>5434 San Juan Ave</td>
</tr>
<tr>
<td>20</td>
<td>Fulton Boat Ramp</td>
<td>End of Fulton Rd off Ft Caroline</td>
</tr>
<tr>
<td>21</td>
<td>New Berlin Boat Ramp</td>
<td>End of Frederick St, off Lombard from New Berlin</td>
</tr>
<tr>
<td>22</td>
<td>Metro Park Marina Docks</td>
<td>1410 Gator Bowl Blvd</td>
</tr>
<tr>
<td>23</td>
<td>Southbank Docks (Riverwalk)</td>
<td>Downtown Jacksonville</td>
</tr>
<tr>
<td>24</td>
<td>Jacksonville Landing Docks</td>
<td>Downtown Jacksonville</td>
</tr>
<tr>
<td>25</td>
<td>Riverwalk</td>
<td>Downtown Jacksonville</td>
</tr>
<tr>
<td>26</td>
<td>Palms Fish Camp</td>
<td>6359 Heckscher Dr</td>
</tr>
<tr>
<td>27</td>
<td>Thomas Creek</td>
<td>17200 Ethel Rd</td>
</tr>
<tr>
<td>28</td>
<td>John Lowe Boat Ramp</td>
<td>9020 San Jose Blvd</td>
</tr>
</tbody>
</table>
Location Schedule (continued)
All landing, mooring facilities and boat ramps owned by City of Jacksonville at Jacksonville, FL including Duval, Clay, St. Johns and Nassau counties include but are not limited to:

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Reddie Point</td>
<td>4499 Yachtsman Way</td>
</tr>
<tr>
<td>30</td>
<td>Castaway Island Preserve</td>
<td>2921 San Pablo Rd</td>
</tr>
<tr>
<td>31</td>
<td>Ringhaver Park</td>
<td>5198 118th St</td>
</tr>
<tr>
<td>32</td>
<td>Stinson Park</td>
<td>4050 San Juan Ave</td>
</tr>
<tr>
<td>33</td>
<td>Palmetto Leaves Kayak Launch</td>
<td>13799 Old St. Augustine Rd</td>
</tr>
<tr>
<td>34</td>
<td>Riverside Arts Market floating docks (210 ft)</td>
<td>715 Riverside Ave</td>
</tr>
<tr>
<td>35</td>
<td>Nathan Krustel Park</td>
<td>2001 LaVaca Road</td>
</tr>
<tr>
<td>36</td>
<td>Blue Cypress Park</td>
<td>4012 University Blvd. N</td>
</tr>
<tr>
<td>37</td>
<td>North Shore Park</td>
<td>7901 Pearl Street</td>
</tr>
<tr>
<td>38</td>
<td>Ribault River Preserve</td>
<td>2617 Ribault Scenic Drive</td>
</tr>
<tr>
<td>39</td>
<td>Riverview Park</td>
<td>9620 E. Water Street</td>
</tr>
<tr>
<td>40</td>
<td>Dutton Island Preserve</td>
<td>End of Dutton Island Drive</td>
</tr>
<tr>
<td>41</td>
<td>Cradle Creek Preserve</td>
<td>15th Street and Fairway Lane</td>
</tr>
<tr>
<td>42</td>
<td>Mandarin Park Boat Ramo</td>
<td>14780 Mandarin Rd</td>
</tr>
<tr>
<td>43</td>
<td>Huguenot Memorial Park</td>
<td>10980 Heckscher Dr</td>
</tr>
<tr>
<td>44</td>
<td>Charles Reese Memorial Park</td>
<td>1200 Ken Knight Dr</td>
</tr>
<tr>
<td>45</td>
<td>Lot X Floating Vessel Dock (80 Ft)</td>
<td>1200 Ken Knight Dr</td>
</tr>
<tr>
<td>46</td>
<td>Bert Maxwell Boat Ramp</td>
<td>500 Maxwell Dr.</td>
</tr>
</tbody>
</table>
Watercraft Insurance (Hull and Protection and Indemnity)
Continental Insurance (Incumbent)

All coverages subject to policy provisions, conditions, terms, definitions, and exclusions.

**Hull Coverage Terms:**
- American Institute Hull Clauses (6/2/77)
- American Institute S.R. & C.C. Endorsement (9/8/59)
- American Institute Deliberate Damage – Pollution Hazard (2/1/76)

**Limits:** $8,627,400 per schedule

**Deductible:** 1% of Hull value per occurrence

**Trailer Deductible:** $250 per occurrence

**Protection & Indemnity Coverage Terms:**
- Protection & Indemnity SP-23

**Limit:** $1,000,000 combined single limit any one accident or occurrence including all legal costs, fees and expenses

**Deductible:**
- $2,000 per occurrence Bodily Injury
- $2,000 per occurrence All Other

**General Conditions include, but are not limited to the following:**
- Schedule of Vessels
- Named Insured Endorsement
- Trailer Endorsement – Physical Damage coverage only
- Navigating Limit Endorsement
- Excess Collision Liability
- Sole Agent Endorsement
- Severability of Interest Endorsement
- Claim Reporting Endorsement
- Proof of Loss Endorsement
- Waiver of Subrogation Endorsement
- Termination and Non-Renewal Endorsement
- Prohibition of Warranty Endorsement
- Automatic Acquisition
- Voluntary Removal of Wreck
- Extended Adventures & Perils
- Continuity Credit Clause

This proposal is for illustration purposes only. Please refer to the policy for specific details.

9/10/2018
General Conditions include, but are not limited to the following (continued):

- American Institute Pollution Exclusion Clause
- AIMU Extended Radioactive Containment Exclusion Clause 3/1/03 with
- USA endorsement
- AIMU Chemical, Biological and Electromagnetic Exclusion Clause 3/1/03
- AIMU US Economic and Trade Sanctions Clause
- Punitive Damages Exclusion
- Crew Exclusion
- Primary Non-Contributory Endorsement

Navigation Limits:

- Warranted navigation confined to the coastal and inland waters of Duval county, St Johns county, Nassau county, Clay county, Florida, not exceeding one hundred nautical miles offshore

*Higher Liability Limits may be available*
Excess Protection & Indemnity Coverage
Great American (Incumbent)

Coverage:

Excess Protection & Indemnity following form of the SP-23 excluding Crew Liability.

| Each Occurrence | $ 9,000,000 |

Scheduled Underlying Limits:

Protection & Indemnity – Any one Accident or Occurrence 1,000,000

Policy is true follow form to underlying policy.

25% Minimum Earned Premium
Higher Liability Limits may be available

This proposal is for illustration purposes only. Please refer to the policy for specific details.
9/10/2018
Premium Summary

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Watercraft (Hull &amp; P&amp;I) Insurance</td>
<td>$73,426.00</td>
<td>$73,426.00</td>
<td>15%</td>
</tr>
<tr>
<td>Terrorism (Optional)</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>15%</td>
</tr>
<tr>
<td>FL Surcharge</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$74,926.00</td>
<td>$74,926.00</td>
<td></td>
</tr>
<tr>
<td>Excess Protection &amp; Indemnity</td>
<td>$14,140.00</td>
<td>$14,140.00</td>
<td>10%</td>
</tr>
<tr>
<td>FL Surcharge</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$14,140.00</td>
<td>$14,140.00</td>
<td></td>
</tr>
<tr>
<td>Wharfinger Insurance</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>15%</td>
</tr>
<tr>
<td>Terrorism (Optional)</td>
<td>$150.00</td>
<td>$150.00</td>
<td>15%</td>
</tr>
<tr>
<td>FL Surcharge</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$10,150.00</td>
<td>$10,150.00</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td>$99,216.00</td>
<td>$99,216.00</td>
<td></td>
</tr>
</tbody>
</table>

Terrorism:

The additional annual premium that is attributable to coverage for acts of terrorism is as follows:

<table>
<thead>
<tr>
<th>Line of Business</th>
<th>Carrier</th>
<th>Certified Acts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watercraft</td>
<td>Continental</td>
<td>$ Included</td>
</tr>
<tr>
<td>Wharfinger</td>
<td>Continental</td>
<td>Included</td>
</tr>
</tbody>
</table>

You may reject coverage for certified acts of terrorism by signing the rejection form. However, you may not reject coverage under workers compensation.
Premium Summary
(continued)

Payment Plan:

Payment in Full

25% Minimum Earned Premium - Excess Liability

Brown & Brown does not have direct binding authority with this excess and surplus lines market.

Quote Conditions:

In order to renew, we will need the following prior to 10/1/2018:

Signed Applications

Subject to:

Favorable Loss Control Survey and prompt compliance with all Loss Control Recommendations.
Final rating and underwriting approval by the Company.
If you cancel the policy for any reason including non-payment of premium, the company will retain a minimum of 25% of the premium. All taxes and fees are fully earned and non-refundable.
A.M. Best Rating of Proposed Carriers

<table>
<thead>
<tr>
<th>Policy Type</th>
<th>Carrier</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watercraft Insurance</td>
<td>Continental Insurance Co</td>
<td>A, XV</td>
</tr>
<tr>
<td>Wharfinger Insurance</td>
<td>Continental Insurance Co</td>
<td>A, XV</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>Great American Ins Co</td>
<td>A, XV</td>
</tr>
</tbody>
</table>

**General Rating:**

These rating classifications reflect BEST’s opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

<table>
<thead>
<tr>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>A++, A+</td>
</tr>
<tr>
<td>A, A-</td>
</tr>
<tr>
<td>B++</td>
</tr>
<tr>
<td>B, B-</td>
</tr>
<tr>
<td>C++, C+</td>
</tr>
<tr>
<td>C, C-</td>
</tr>
</tbody>
</table>

**Financial Size Category:**

The financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders’ surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment and operating contingency funds and/or miscellaneous voluntary reserves in liabilities.

<table>
<thead>
<tr>
<th>Financial Size Category (in Thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
</tr>
<tr>
<td>Class III $2,000 to $5,000</td>
</tr>
<tr>
<td>Class IV $5,000 to $10,000</td>
</tr>
<tr>
<td>Class V $10,000 to $25,000</td>
</tr>
<tr>
<td>Class VI $25,000 to $50,000</td>
</tr>
<tr>
<td>Class VII $50,000 to $100,000</td>
</tr>
<tr>
<td>Class VIII $100,000 to $250,000</td>
</tr>
<tr>
<td>Class IX $250,000 to $500,000</td>
</tr>
<tr>
<td>Class X $500,000 to $750,000</td>
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<tr>
<td>Class XI $750,000 to $1,000,000</td>
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<tr>
<td>Class XII $1,000,000 to $1,250,000</td>
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<tr>
<td>Class XIII $1,250,000 to $1,500,000</td>
</tr>
<tr>
<td>Class XIV $1,500,000 to $1,750,000</td>
</tr>
<tr>
<td>Class XV $1,750,000 to $2,000,000</td>
</tr>
</tbody>
</table>

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown of Florida, Inc. – Jacksonville Branch. Brown & Brown does not guarantee financial condition of the insurers listed above.

This proposal is for illustration purposes only. Please refer to the policy for specific details.

9/10/2018
DISCLAIMER/COMPENSATION DISCLOSURE

The proposal presented is based upon the exposures to loss made known to the agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to our agency in order that proper coverage(s) may be put into place.

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document.

Compensation In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Wholesale Broker/Managing General Agent: Hull & Co

This intermediary is owned in whole or part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment. The fee, if any, for the Wholesale Insurance Broker’s/Managing General Agent’s services above is $“NO FEE”.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 1-800-637-6441 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry.shtml

This proposal is for illustration purposes only. Please refer to the policy for specific details.
Commercial Umbrella Terminology

These are general industry definitions. Please refer to policy for actual definitions.

Umbrella Liability – Designed to provide coverage in excess of primary liability policies, subject to some limitations. Broader coverage may be provided subject to a Self Insured Retention.

Excess Liability – Provide following form excess limit of liability for scheduled underlying policies.

Self Insured Retention “SIR” – The amount of the loss an insured must pay before the umbrella policy would be required to respond when no primary coverage is provided.
## Insurance Coverage Review

**Insured:** City Of Jacksonville, Florida  
**Policy Term Date:** 10/01/18

Please advise if quotations for any coverage listed below are requested:

- **E** = Exposure; **C** = Coverage through Brown & Brown (if indicated with an "L," such coverage is being provided on a limited basis through an extension or enhanced endorsement and not by a stand-alone coverage form); **Q** = Quote for Limited or Uncovered Exposure. Mark entire section CLIENT DECLINED QUOTE if applicable.

### PROPERTY

- Buildings
- Business Personal Property
- Personal Property of Others
- Tenants Betterments & Improvements
- Business Income/Rental Income
- Extra Expense
- Leaseholders Interests
- Boiler & Machinery (Equipment Breakdown)
  - Building Ordinance or Law:
    - A. Loss to Undamaged Portion of Building
    - B. Demolition Cost
    - C. Increased Cost of Construction
- Earthquake
- Difference in Condition
- Flood (Primary)
- Flood (Excess)
- Wind
- Off Premises Power Interruption
- Overhead Transmission Lines
- Glass
- Spoilage

### AUTOMOBILE

- Auto Liability
- Auto Physical Damage
- Drive Other Car Liability
- Drive Other Car Physical Damage
- Hired/Non Owned Liability
- Hired Car Physical Damage
- PIP Ext Additional Broad
- Rental Reimbursement (Private Passenger)
- Rental Reimbursement (Commercial Vehicles)
- Uninsured Motorist
- Underinsured Motorist
- Garage Liability
- Garage Keepers Liability
- Garage Keepers Physical Damage
- Truckers Liability
- Upladen Liability
- Truckers Physical Damage
- Trailer Interchange

### CRIME

- Employee Dishonesty (1st Party)
- Employee Dishonesty (3rd Party)
- Computer Fraud/Funds Transfer
- Forgery or Alteration
- Social Engineering
- Money & Securities

### BONDS

- ERISA Bond
- Other Bonds

### LIABILITY

- General Liability
- Liquor Liability
- Employee Benefits Liability
- Errors or Omissions/Professional Liability
- Cyber Liability (1st Party)
- Cyber Liability (3rd Party)
- Intellectual Property
- Directors & Officers Liability
- Fiduciary Liability
- Employment Related Practices Liability
- Third Party Discrimination
- Owners/Contractors Protective Liability
- Pollution Liability (1st Party)
- Pollution Liability (3rd Party)
- Products Liability
- Product Recall
- Warehouse (or Bailee's) Legal Liability
- Watercraft Liability ( Hull & P+)
- Umbrella/Excess Liability

### INLAND MARINE

- Accounts Receivable
- Valuable Papers
- Bailee Coverage
- Computer/EDP
- Contractors Equipment
- Ships
- Installation Floater
- Mobile Equipment
- Rented/Licensed Equipment
- Motor Truck Cargo
- Transit/Transportation
- Builders Risk / Course of Construction
- Ocean Cargo

### WORKERS COMPENSATION

- Workers Compensation
- Other States
- USL&H
- Jones Act
- Stop Gap Liability
- Excess Employers Liability

### AIRCRAFT

- Aviation – Owned/Non-Owned

### MISCELLANEOUS

- International/Foreign Exposures
- Kidnap & Ransom
- Travel Accident
- Credit Insurance
- Mold/Fung
- E/F
- Terrorism
- Subsidence/Sinkhole

---

*This list of insurance coverage is for information purposes only and is not meant to be a complete list for all your insurance needs. The above analysis is based solely on information provided by the client. Coverage indicated by an "L" reflects coverage provided on a limited basis which may not be as broad as coverage purchased on a stand-alone coverage form, and may include lower limits, sub-limits, or few covered perils.*

---

*Insured Representative*

*Brown & Brown Representative Signature*

*Date - Place Completed with Insured: 9/10/2018*
MEMORANDUM

DATE: November 4, 2018

TO: Gregory Pease, Chairman
    Professional Services Evaluation Committee

FROM: Ann Willis, Property and Casualty Administrator
      Twane Duckworth, Chief of Risk Management

Subject: Brown and Brown of Florida, Inc. –Crime Insurance, P-52-16 – Request for
         Contract 9269-07 Amendment Two

The current Contract No. 9269-07 Crime Insurance allows for placement of Crime Insurance coverages by
Brown and Brown of Florida, Inc., for a term of October 1, 2017 to September 30, 2018, with three (3)
additional one year options remaining at terms mutually agreeable. Currently the not to exceed maximum
indebtedness is $76,102.00.

Risk Management is requesting to exercise one (1) of the three (3) remaining renewals for a policy term of
October 1, 2018 to September 30, 2019 and to increase the maximum indebtedness by $38,049.00 for a not to
exceed amount of $114,151.00 with all terms and conditions remaining the same.

Attachments: Exhibit D – Crime Renewal Proposal
We Make Your People Our Business

City of Jacksonville, Florida
Crime Coverage
Term: October 1, 2018 to October 1, 2019

Brown & Brown
Insurance

Presented by:
10151 Deerwood Park Blvd Building 100, Suite 100 Jacksonville, FL 32256
Ph: 904-565-1952 904-565-2440

This proposal is based upon the exposures to loss made known to us. Any changes in exposures, i.e., new operations, new products, additional states of hire, etc., need to be promptly reported to our office in order that proper coverage(s) may be put in place.

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations and conditions, refer to the policy document. In the event of difference, policy will prevail.
Account Service Team

No matter how comprehensive or price competitive your insurance program is, it is still people who must service it to insure that coverage will respond when needed.

Brenda Lewis-Lipscomb, CIC
Vice President, Commercial Sales Executive
(904) 565-8254
(904) 565-2440 fax
blewis@bjax.com

Brenda is responsible for overseeing all aspects of your program.

Lori Duvall, CIC
Commercial Lines Team Leader
(904) 565-8288 phone
(904) 565-2440 fax
lduvall@bjax.com

Lori will assist with the daily servicing of your account, including changes in coverage, invoicing, renewal and other daily account servicing.

Michelle Turner
Marketing Analyst

Michelle is responsible for market analysis, including coverage comparison, finding best coverage available and making sure competitive pricing is offered.

Feel free to contact anyone on this list if you have questions or concerns regarding your insurance policy.
Claims Reporting Guidelines
For All Lines of Coverage except Workers’ Compensation

Make Brown & Brown of Florida, Inc. aware of any and all incidents immediately after they occur, whether it be an auto accident, a theft, slip & fall, even a minor incident that appears will have no future activity. Do not wait for a police report.

Some insureds opt to handle a situation themselves as opposed to putting their carrier on notice. This decision is ultimately up to the insured, but Brown & Brown of Florida, Inc. should still be informed of a situation and requires written confirmation that the insured made the decision not to report the claim.

Gather as much concrete information as possible. For example, police reports, company incident reports, conversation logs, medicals and pictures - anything that may assist in the handling of your claim. Send this information either by mail, e-mail or fax to:

Brown & Brown of Florida, Inc. – Jacksonville Branch
Lori Duvall, CIC
10151 Deerwood Park Blvd., Bldg. 100, Ste. 100
Jacksonville, FL 32256
(904) 565-8288 phone
(904) 565-2440 fax
lduvall@bbjax.com

If you have any questions or incur any problems, please call our office and we will be glad to assist in any way we can.

Claims Reporting Guidelines for Workers’ Compensation

Workers’ Compensation Claims should immediately be reported directly to the insurance company.
Crime Coverage

Named Insured(s) Schedule

City of Jacksonville
Jacksonville Airport Authority
Jacksonville Port Authority
Jacksonville Housing Authority (JHA)
All Volunteer Fire Departments in Duval County
Clerk of the Circuit Court
City of Jacksonville Retirement System
General Employees Pension Plan
Correction Officers Pension Plan
Jacksonville Police & Fire Pension Plan (Co-Insured)
Including All Employee Benefit Plans

Any affiliated or subsidiary board, authority, committee, commission, or independent agency (including newly constituted) provided that such affiliated or subsidiary board, authority, committee or independent agency is either a body politic created by a listed Named Insured; or one in which controlling interest of membership then is vested in a listed Named insured.

All elected officials, appointed officials and members of all appointed governing bodies, the Sheriff and the Undersheriff, all while acting within the scope of their duties.

The following are specifically excluded as Named Insureds

Duval County School Board
Jacksonville Transportation Authority
JEA
St Johns River Power Park
Crime Coverage
National Union Fire Insurance (Incumbent)

Coverage: Crime Insurance subject to policy provisions, conditions, terms, definitions and exclusions. Exclusions include, but are not limited to terrorism and 3rd party employee dishonesty.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Theft – Per Loss Coverage</td>
<td>$5,000,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Employee Theft – Per Employee Coverage</td>
<td>$3,000,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Forgery or alternation</td>
<td>$3,000,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Inside the Premises - Loss of Money and Securities</td>
<td>$3,000,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Inside the Premises – Robbery or Safe Burglary of Other Property</td>
<td>$3,000,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Outside the Premises</td>
<td>$3,000,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Computer Fraud</td>
<td>$3,000,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Funds Transfer Fraud</td>
<td>$3,000,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Money Orders and Counterfeit Paper Currency</td>
<td>$3,000,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Faithful Performance Duty</td>
<td>$5,000,000</td>
<td>$75,000</td>
</tr>
</tbody>
</table>

Endorsements include, but are not limited to the following:
- Forms Index Endorsement
- Notice of Claim (Reporting by e-mail)
- Florida Changes
- Protected Information Exclusion
- Indirect or Consequential Loss Exclusion
- Economic Sanctions Endorsement
- Add Credit, Debit or Charge Card Forgery - 3,000,000
- Add Faithful Performance of Duty Coverage for Government Employees - $5,000,000
- Additional Named Insureds
- Crime Advantage
- Omnibus Named Insured
- Bonded Employee Exclusion Deleted
- Excluded Specific Entities
  - Duval County School Board (including any subsidiary or affiliate thereof)
  - Jacksonville Transportation Authority (including any subsidiary or affiliate thereof)
  - JEA (including any subsidiary or affiliate thereof)
  - St. John’s River Power Park (including any subsidiary or affiliate thereof)
Endorsements include, but are not limited to the following (continued):

- Include Treasurer or Tax Collectors as Employees
- Include Expenses Incurred to Establish Amount of Covered Loss - $50,000
- Include Designated Persona or Classes of Persons as Employees (All Elected officials, appointed officials and members of all appointed governing bodies, the Sheriff and the Undersheriff, all while acting within the scope of their duties.)
- Impersonation Fraud Coverage - $100,000 sublimit: $25,000 deductible

Higher limits may be available
Premium Summary

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Crime</td>
<td>$38,051.00</td>
<td>$38,049.00</td>
<td>15%</td>
</tr>
<tr>
<td>Surcharge</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$38,051.00</td>
<td>$38,049.00</td>
<td></td>
</tr>
</tbody>
</table>

**Premiums are indication and subject to change after receipt of completed application

Payment Plan: Payment in Full

Quote Conditions:

In order to renew, we will need the following prior to 10/01/2018:

Completed, signed and date renewal application

Subject to:

Favorable Loss Control Survey and prompt compliance with all Loss Control Recommendations. Final rating and underwriting approval by the Company.

This proposal is for illustration purposes only. Please refer to the policy for specific details.

9/19/2018
A.M. Best Rating of Proposed Carriers

<table>
<thead>
<tr>
<th>Policy Type</th>
<th>Carrier</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crime</td>
<td>National Union Fire Insurance</td>
<td>A, XV</td>
</tr>
</tbody>
</table>

General Rating:

These rating classifications reflect BEST’s opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

| A++, A+   | Superior | B++ | Good | C++, C+ | Marginal |
| A, A-     | Excellent| B, B-| Fair | C, C-   | Weak     |

Financial Size Category:

The financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders’ surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment and operating contingency funds and/or miscellaneous voluntary reserves in liabilities.

<table>
<thead>
<tr>
<th>Financial Size Category (in Thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
</tr>
<tr>
<td>Class II</td>
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<tr>
<td>Class III</td>
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<tr>
<td>Class IV</td>
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<tr>
<td>Class V</td>
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<tr>
<td>Class VI</td>
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<tr>
<td>Class VII</td>
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<tr>
<td>Class VIII</td>
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<td>Class IX</td>
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<tr>
<td>Class X</td>
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<tr>
<td>Class XI</td>
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<tr>
<td>Class XII</td>
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<tr>
<td>Class XIII</td>
</tr>
<tr>
<td>Class XIV</td>
</tr>
<tr>
<td>Class XV</td>
</tr>
</tbody>
</table>

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown of Florida, Inc. – Jacksonville Branch. Brown & Brown does not guarantee financial condition of the insurers listed above.
DISCLAIMER/COMPENSATION DISCLOSURE

The proposal presented is based upon the exposures to loss made known to the agency. Any changes in these exposures (i.e. new operations, new products, additional states of hire, etc.) need to be promptly reported to our agency in order that proper coverage(s) may be put into place.

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document.

Compensation In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 1-800-637-6441 or, if you prefer, submit your question or request online at http://www.bbinurance.com/customerinquiry.shtml
MEMORANDUM

DATE: November 05, 2018

TO: Gregory Pease, Chairman Professional Services Evaluation Committee

FROM: Ann Willis, Property and Casualty Administrator Twayne Duckworth, Chief of Risk Management

Subject: P-58-15/PB#1- Piggyback of DCSB Master Casualty Consultant RFP (Renewal 3 of 4) Amendment #3

The current term for Contract No. #9429-02 with E. W. Siver & Associates d/b/a Siver Insurance Consultants Management ("Siver") for Consulting Services is October 1, 2017 to September 30, 2018 with a maximum indebtedness of $205,000.00.

Risk Management is requesting permission to exercise the third of (4) four (1) one year renewals to be effective October 1, 2018 to September 30, 2019 with (1) one renewal option remaining and increasing the maximum indebtedness by an amount of $65,000.00 for a total maximum indebtedness not to exceed $270,000.00 with funding source AFRM581-03109. All other terms and conditions shall remain the same.

Thank you for your assistance and please email the awards letter at your earliest convenience so that we can move forward to executing the contract.
September 15, 2017

Twane L. Duckworth, Esq.
Chief of Risk Management
City of Jacksonville
1J 7 W. Duval Street, Suite 335
Jacksonville, FL 32202

Subject: Master Casualty Consultant
One Year Contract Proposal

Dear Mr. Duckworth:

The purpose of this letter is to formally advise you that Siver Insurance Consultants ("Siver") is ready, willing and able to enter into a one-year extension of our Agreement with the City of Jacksonville ("the City") which utilizes our DCSB Contract which was issued under DCSB RFP #07-15/TW for Purchase of Risk Management Consultant/Employee Benefits and Auditing Services.

As we understand it, the one-year extension would be effective from October 1, 2017 through September 30, 2018. Siver is willing to agree to continue our current, in-force billing rates with the City for the period of the one-year extension.

We look forward to working for the City in the upcoming year.

Very truly yours,

SIVER INSURANCE CONSULTANTS

George W. Erickson, JD, CPCU, LLM
Executive Vice-President
MEMORANDUM

TO: Greg Pease, Chairman
   Professional Services Evaluation Committee (PSEC)

FROM: Twane Duckworth, Chief Risk Management
       Ann Willis, Property & Casualty Compliance Administrator

RE: P-43-18 Casualty Broker Services

DATE: November 4, 2018

The Professional Services Evaluation Committee adopted the motion/recommendation to enter into a contract with Brown & Brown of Florida, Inc. for the City of Jacksonville Casualty Broker Services with a maximum indebtedness of $1,701,516.00.

Due to updated underwriting information, the renewal quotes came back $39,724 higher.

Risk Management is asking permission to increase the maximum indebtedness by $39,724 for a new not to exceed amount of $1,741,240.00.

Attachment(s): Revised Casualty Renewal Proposal
September 27, 2018

Re: City of Jacksonville
Prepared For: Willis of Florida, Inc.
Jacksonville, FL

We are pleased to provide the following proposal on the above captioned to be effective

FROM 10/1/2018 TO 10/1/2019

Insurers: RL Insurance Company (A.M. Best Rating A+ (Superior) X)

Business Auto Liability - Covered Autos Symbol 10 $1,000,000 CSL of Liability

All Liability Coverages subject to a $0 deductible

Auto Liability $41,850

ESTIMATED TOTAL PROPOSED PREMIUM: $41,850

OTHER QUOTE CONDITIONS AND ENDORSEMENTS

Commission: 10.0%
** Notice: All RL policies contain an exclusion of Punitive Damages where permitted by law.

Endorsements Included, but not limited to:

<table>
<thead>
<tr>
<th>Name</th>
<th>Form</th>
<th>RL or ISO</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage Form</td>
<td>CA 0001</td>
<td>ISO</td>
<td>YES</td>
</tr>
<tr>
<td>State Changes</td>
<td>CA 0128</td>
<td>ISO</td>
<td>YES</td>
</tr>
<tr>
<td>State Cancellation</td>
<td>CA 0267</td>
<td>ISO</td>
<td>YES</td>
</tr>
<tr>
<td>Professional Services Not Covered</td>
<td>CA 2018</td>
<td>ISO</td>
<td>YES</td>
</tr>
<tr>
<td>Explosives Exclusion</td>
<td>CA 2301</td>
<td>ISO</td>
<td>YES</td>
</tr>
<tr>
<td>Covered Auto Designation</td>
<td>CA 9954</td>
<td>ISO</td>
<td>YES</td>
</tr>
<tr>
<td>Calculation of Premium</td>
<td>IL 0003</td>
<td>ISO</td>
<td>YES</td>
</tr>
<tr>
<td>Common Policy Conditions</td>
<td>IL 0017</td>
<td>ISO</td>
<td>YES</td>
</tr>
<tr>
<td>Nuclear Energy Exclusion</td>
<td>IL 0021</td>
<td>ISO</td>
<td>YES</td>
</tr>
<tr>
<td>Warrany</td>
<td>MANC</td>
<td>RL</td>
<td>YES</td>
</tr>
<tr>
<td>Exclusion of Punitive Damages where permitted by law.</td>
<td>TRS 613</td>
<td>RI</td>
<td>YES</td>
</tr>
<tr>
<td>UIM/AUM Select Reject</td>
<td>TRS 615</td>
<td>RI</td>
<td>YES</td>
</tr>
<tr>
<td>Anti-Stacking Endorsement</td>
<td>TRS 623</td>
<td>RL</td>
<td>YES</td>
</tr>
</tbody>
</table>
Payment Options:

Down payment = 100% of estimated annual premium due prior to October 20, 2018.

BILLINGS ARE AGENCY BILLED

Down Payment (includes taxes and surcharges if applicable): $41,850

Premium Paid In Full:
Premium due in full prior to October 20, 2018
All future transactions will be agency billed.

Premium Financed:
Down payment = 20% of estimated annual premiums and/or a signed copy of the premium finance agreement due prior to binding coverage.
Balance of premium due within 30 days of inception. All future transactions will be agency billed.

All checks, including the down payment, must be made payable to RLI Transportation.
Checks made payable to the agency are not acceptable.

Please remit all payments to the following address:

<table>
<thead>
<tr>
<th>STANDARD MAIL</th>
<th>OVERNIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>RLI Insurance Co. Dept #3340</td>
<td>RLI Insurance Co. Dept #3340</td>
</tr>
<tr>
<td>PO Box 944/222</td>
<td>Attn: Wholesale Lockbox #844122</td>
</tr>
<tr>
<td>Kansas City, MO 64184-4122</td>
<td>811 Main Street</td>
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<td>Kansas City, MO 64105</td>
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</tbody>
</table>

Quote Conditions

- Down payment - a copy of the down payment check must be received by October 20, 2018. The remittance of the monies should then be overnighted to the Kansas City, MO address, listed above, on or before the effective date of the policy.
- Down payment due by 10-20-18 $41,850.00
- Subject to receipt of signed original UM / UIM / PIP selection/rejection forms consistent with options bound prior to binding coverage (see attached).
- Subject to confirmation of the number of actual trips made during the 2017-2018 policy term, prior to binding coverage.

Please review this proposal carefully. Our proposal may not conform to all requested specifications. Only the coverages, limits, and terms and conditions articulated above are included in our proposal.

This proposal is valid only until the policy effective date noted above. Should you have any questions, please contact me at my office to discuss. Thank you for this opportunity to be of service. Good luck with your presentation.

Sincerely,

[Signature]

Gwen Tagart, A.U. INS
RLI Transportation
(404) 443-1049
gtagart@rlcorp.com