

**ITEM #52**

**ADDITIONAL MATERIAL**

**Regular Meeting  
SEPTEMBER 25, 2018**

**SUBMITTED AT THE REQUEST OF**

**FINANCE AND ADMINISTRATIVE  
SERVICES DEPARTMENT**



**FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT**

115 S. Andrews Avenue, Room 513 • Fort Lauderdale, Florida 33301 • 954-357-7130 • FAX 954-357-7134 • Email: [finance@broward.org](mailto:finance@broward.org)

**MEMORANDUM**

Date: September 20, 2018

To: Mayor and Board of County Commissioners

Thru: Bertha Henry, County Administrator

From: Kevin Kelleher, Deputy Chief Financial Officer  Digitally signed by KEVIN KELLEHER  
Date: 2018.09.20 15:23:22 -04'00'

Subject: September 25, 2018 Commission Meeting - Agenda Item No. 52, Extension of Long-Term Disability and Term Life Insurance

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For clarification purposes, Item No. 52 Motions A and B are amended to read as follows:

A. MOTION TO APPROVE Third Amendment to Agreement between Broward County and Standard Insurance Company (RFP No. R1154802P1), extending the agreement for the voluntary employee-paid insurance product, Long Term Disability Insurance, for one additional year ending December 31, 2019 with no change in plan design or premium rates; and authorize the County Administrator to execute same.

B. MOTION TO APPROVE Third Amendment to the Agreement between Broward County and Minnesota Life Insurance Company (RFP No. R1154802P1), extending the agreement for the County- and employee-paid insurance product, Term Life and Accidental Death and Dismemberment Insurance (County portion paid, \$25,000) and Hazardous Occupation and Felonious Assault Coverage (paid by County), for one additional year ending December 31, 2019 with no change in plan design or premium rates; and authorize the County Administrator to execute same.

The subject agreement amendments, executed by the respective vendors, are attached.

attachments

c: Monica Cepero, Deputy County Administrator  
Andrew Meyers, County Attorney  
Robert Melton, County Auditor  
George Tablack, CPA, Chief Financial Officer  
David Kahn, Director, Human Resources Division



AGREEMENT SUMMARY

1. Other Contracting Party:
STANDARD INSURANCE COMPANY

2. Proposed Action:
[ ] New Contract [ ] Amendment, Number [ ] Renewal [x] Extension

3. Document Type (select one):
Other Group Insurance Contract

4. Purpose/Description:
Provides for continuation of voluntary employee-paid Group Long Term Disability Insurance coverage for benefit-eligible employees.

5. Special Provisions (select if applicable):
[ ] Living Wage Program [ ] SBE Sheltered Market Program
[ ] Workforce Investment Pilot Program [ ] M/WBE Program
[ ] Federal DBE/ACDBE program [ ] In-Kind Match Required: \$ \_\_\_\_\_ or \_\_\_\_\_ %
[ ] CBE Program [ ] Cash Match Required: \$ \_\_\_\_\_ or \_\_\_\_\_ %

6.a. Effective Dates (for new agreements only):
Start : \_\_\_\_\_
End: \_\_\_\_\_

6.b. Effective Dates (amendments only):
[ ] No Change
[x] End date has changed from 12/31/2018 to 12/31/2019.
[ ] Term has from \_\_\_\_\_ to \_\_\_\_\_.

7. Contract Administrator:
Name: David Kahn
Phone: 954-357-6005

8. Contract Type:
[ ] Cost reimbursement [ ] Open-end
[x] Firm fixed price [ ] Time and materials
[ ] Performance-based [ ] Other \_\_\_\_\_

9.a. Contract Value (new contracts)
[ ] Actual [ ] Estimated
Table with columns for Base amount, Reimbursables, Optional Services, Total contract value.

9.b. Contract Value (amendments only)
[ ] No change [ ] Actual [x] Estimated
Table with columns for Original approved contract value, Approved previous adjustments, Value of this action, Amended total contract value.

10. Payment Method
[ ] Lump Sum Payment
[ ] Milestone or Progress-Based
[x] Scheduled or Time-Based
[ ] Other

11. Payment Terms
Monthly based on employee payroll deductions.

12. Cost Adjustment
[x] Not Applicable [ ] Fixed Percentage - \_\_\_% [ ] Actual Cost
[ ] CPI or other Index [ ] Fixed Amount - \$ \_\_\_\_\_ [ ] Other:

13. Equity Program Participation Summary
a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: None
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:
NONE

15. Termination and Cancellation Provisions
For Cause: 30 DAYS WRITTEN NOTICE
For Convenience: 30 DAYS WRITTEN NOTICE

16. Deliverables, milestones or scope of this action:
Provides for continuation of voluntary Group Long Term Disability Insurance coverage for benefit-eligible employees.

17. List terms, considerations or deviations from standard county form.
None



AGREEMENT SUMMARY

1. Other Contracting Party:

MINNESOTA LIFE INSURANCE COMPANY

2. Proposed Action:

Proposed Action: [ ] New Contract [ ] Amendment, Number [ ] Renewal [x] Extension

3. Document Type (select one):

Other Group Insurance Contract

4. Purpose/Description:

Provides for continuation of County provided Term Life and Accidental Death and Dismemberment Insurance for all benefit-eligible employees, voluntary Optional Life and Accidental Death and Dismemberment Insurance for benefit-eligible employees, retirees and insured dependents, and Felonious Assault and Hazardous Occupation Insurance as required by the applicable Collective Bargaining Agreements.

5. Special Provisions (select if applicable):

Special Provisions: [ ] Living Wage Program [ ] SBE Sheltered Market Program [ ] Workforce Investment Pilot Program [ ] M/WBE Program [ ] Federal DBE/ACDBE program [ ] In-Kind Match Required: \$ \_\_\_\_\_ or \_\_\_\_\_ % [ ] CBE Program [ ] Cash Match Required: \$ \_\_\_\_\_ or \_\_\_\_\_ %

6.a. Effective Dates (for new agreements only):

Start : \_\_\_\_\_ End: \_\_\_\_\_

6.b. Effective Dates (amendments only):

6.b. Effective Dates (amendments only): [ ] No Change [x] End date has changed from 12/31/2018 to 12/31/2019. [ ] Term has from to .

7. Contract Administrator:

Name: David Kahn Phone: 954-357-6005

8. Contract Type:

8. Contract Type: [ ] Cost reimbursement [ ] Open-end [x] Firm fixed price [ ] Time and materials [ ] Performance-based [ ] Other \_\_\_\_\_

9.a. Contract Value (new contracts)

Table with 2 columns: Description, Value. Rows: Actual/Estimated, Base amount, Reimbursables, Optional Services, Total contract value.

9.b. Contract Value (amendments only)

Table with 2 columns: Description, Value. Rows: No change/Actual/Estimated, Original approved contract value (\$10,297,614), Approved previous adjustments, Value of this action (\$1,855,953), Amended total contract value (\$12,153,567).

10. Payment Method

10. Payment Method: [ ] Lump Sum Payment [ ] Milestone or Progress-Based [x] Scheduled or Time-Based [ ] Other

11. Payment Terms

11. Payment Terms: Basic Life, Basic AD&D, Felonious Assault, & Hazardous Occupation Insurance – monthly based on benefit-eligibility. Optional Life & AD&D – monthly based on premiums deducted from enrolled employees.

12. Cost Adjustment

12. Cost Adjustment: [x] Not Applicable [ ] Fixed Percentage - \_\_\_% [ ] Actual Cost [ ] CPI or other Index [ ] Fixed Amount - \$\_\_\_\_\_ [ ] Other:

13. Equity Program Participation Summary

13. Equity Program Participation Summary: a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: None b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

14. Renewal or Extension Terms: NONE

15. Termination and Cancellation Provisions

15. Termination and Cancellation Provisions: For Cause: 30 DAYS WRITTEN NOTICE For Convenience: 30 DAYS WRITTEN NOTICE

16. Deliverables, milestones or scope of this action:

16. Deliverables, milestones or scope of this action: Provides for continuation of County provided Term Life and Accidental Death and Dismemberment Insurance for all benefit-eligible employees, voluntary Optional Life and Accidental Death and Dismemberment Insurance for benefit-eligible employees, retirees and insured dependents, and Felonious

	Assault and Hazardous Occupation Insurance as required by the applicable Collective Bargaining Agreements.
17. List terms, considerations or deviations from standard county form.	None

Rev. 1/1/15



**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND STANDARD INSURANCE COMPANY FOR GROUP LONG TERM DISABILITY INSURANCE FOR BROWARD COUNTY EMPLOYEES (RFP #R1154802P1)**

This Third Amendment (“Amendment”) to the Agreement between Broward County and Standard Insurance Company for Group Long Term Disability Insurance for Broward County Employees (RFP #R1154802P1) is entered into by and between Broward County, a political subdivision of the State of Florida (“COUNTY”), and Standard Insurance Company, an Oregon corporation authorized to do business in the State of Florida (“PLAN”) (collectively referred to as the “Parties”).

**RECITALS**

A. On February 25, 2014, the Parties entered into an Agreement for Group Long Term Disability Insurance for Broward County Employees (RFP #R1154802P1) (“Agreement”).

B. On August 28, 2016, the Parties entered into the First Amendment to the Agreement (“First Amendment”), which extended the term of the Agreement to December 31, 2017.

C. On October 5, 2017, the Parties entered into the Second Amendment to the Agreement (“Second Amendment”), which extended the term of the Agreement to December 31, 2018. The First Amendment and Second Amendment are included in the term “Agreement.”

D. The Parties desire to further amend the Agreement as more fully described below.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. This Amendment shall be effective as of the date it is fully executed by the Parties.

3. Section 3.1 of the Agreement is hereby amended as follows:

3.1 TERM: The initial term of this Agreement commenced on April 1, 2014 and terminated on December 31, 2016. The first renewal term for this Agreement commenced on January 1, 2017 and terminated on December 31, 2017. The second renewal term for this Agreement shall commence commenced on January 1, 2018 and terminates on December 31, 2018 (“Second Renewal Term”). This Agreement is renewed for a third renewal term that will commence on

January 1, 2019 and will terminate on December 31, 2019. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

4. Section 4.2 of the Agreement is hereby deleted and replaced in its entirety as follows:

4.2 In no event shall the premium rates charged under this Agreement exceed the guaranteed maximum rates as listed in Exhibit "B-1."

5. A new Section 12.26 of the Agreement is hereby created as follows:

12.26 Public Records. To the extent PLAN is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, PLAN shall:

12.26.1 Keep and maintain public records required by COUNTY to perform the services under this Agreement;

12.26.2 Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.26.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to COUNTY; and

12.26.4 Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of PLAN or keep and maintain public records required by COUNTY to perform the services. If PLAN transfers the records to COUNTY, PLAN shall destroy any duplicate public records that are exempt or confidential and exempt. If PLAN keeps and maintains public records, PLAN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. PLAN will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that PLAN contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, PLAN must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by PLAN as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by PLAN. PLAN shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF PLAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PLAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6700, [benefitsrecords@broward.org](mailto:benefitsrecords@broward.org), 115 S. ANDREWS AVE., ROOM 514, FORT LAUDERDALE, FLORIDA 33301.**

6. This Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

7. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

8. Except as modified in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this Amendment and the Agreement, the Parties agree that this Amendment shall control.

9. This Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or



understandings concerning the subject matter of this Amendment that are not contained in the Agreement and this Amendment.

(The remainder of this page is intentionally left blank.)

Coding: Words in ~~struck through~~ type are deletions. Words in underscored type are additions.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Board Action on the \_\_\_\_ day of \_\_\_\_\_, 2018, and STANDARD INSURANCE COMPANY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its  
County Administrator

\_\_\_\_\_  
Signature above

By \_\_\_\_\_  
County Administrator

Print Name: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature above

Print Name: \_\_\_\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By Alicia C. Lobeiras 9/20/2018  
Alicia C. Lobeiras (Date)  
Assistant County Attorney

By Jeffrey S. Siniawsky 9/20/18  
Jeffrey S. Siniawsky (Date)  
Assistant County Attorney

ACL/dp  
Third Amendment to Group LTD.docx  
08/30/2018  
#374062

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND STANDARD  
INSURANCE COMPANY FOR GROUP LONG TERM DISABILITY INSURANCE FOR BROWARD COUNTY  
EMPLOYEES (RFP #R1154802P1)

PLAN

WITNESSES:

  
\_\_\_\_\_  
Signature

Debra Thomas  
\_\_\_\_\_  
Print Name of Witness above

  
\_\_\_\_\_  
Signature

Jacob Schuetz  
\_\_\_\_\_  
Print Name of Witness above


STANDARD INSURANCE COMPANY

By:   
\_\_\_\_\_  
Authorized Signor

Kevin Erdahl, 2nd VP Risk & Medical UW  
\_\_\_\_\_  
Print Name and Title

21st day of September, 2018

ATTEST:

  
\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND MINNESOTA LIFE  
INSURANCE COMPANY FOR GROUP LIFE INSURANCE FOR BROWARD COUNTY EMPLOYEES  
(RFP #R1154802P1)**

This Third Amendment (“Amendment”) to the Agreement between Broward County and Minnesota Life Insurance Company for Group Life Insurance for Broward County Employees (RFP #R1154802P1) is entered into by and between Broward County (“COUNTY”), a political subdivision of the State of Florida, and Minnesota Life Insurance Company, a Minnesota corporation authorized to do business in the State of Florida (“PLAN”) (collectively referred to as the “Parties”).

**RECITALS**

- A. On February 25, 2014, the Parties entered into an Agreement for Group Life Insurance for Broward County Employees (RFP #R1154802P1) (“Agreement”).
- B. On September 29, 2016, the Parties entered into the First Amendment to the Agreement (“First Amendment”), which extended the term of the Agreement to December 31, 2017.
- C. On August 18, 2017, the Parties entered into the Second Amendment to the Agreement (“Second Amendment”), which extended the term of the Agreement to December 31, 2018. The First Amendment and Second Amendment are included in the term “Agreement.”

- D. The Parties desire to further amend the Agreement as more fully described below.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. This Amendment shall be effective as of the date it is fully executed by the Parties.

3. Section 3.1 of the Agreement is hereby amended as follows:

3.1 TERM: The initial term of this Agreement commenced on April 1, 2014 and terminated on December 31, 2016 (“Initial Term”). The first renewal term for this Agreement commenced on January 1, 2017 and terminated on December 31, 2017 (“First Renewal Term”). The second renewal term for this Agreement shall commence commenced on January 1, 2018 and terminates on December 31, 2018 (“Second Renewal Term”). This Agreement is renewed for a third renewal term

that will commence on January 1, 2019 and will terminate on December 31, 2019.  
The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

4. Section 4.2 of the Agreement is hereby amended as follows:

4.2 In no event shall the premium rates charged under this Agreement exceed the guaranteed maximum rates as listed in Exhibit "B-1," ~~for the First Renewal Term.~~

5. This Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

6. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7. Except as modified in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this Amendment and the Agreement, the Parties agree that this Amendment shall control.

8. This Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Amendment that are not contained in the Agreement and this Amendment.

(The remainder of this page is intentionally left blank.)

Coding: Words in ~~struck through~~ type are deletions. Words in underscored type are additions.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Board Action on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and MINNESOTA LIFE INSURANCE COMPANY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its  
County Administrator

\_\_\_\_\_  
Signature above

By \_\_\_\_\_  
County Administrator

Print Name: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature above

Print Name: \_\_\_\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirement approved by  
Broward County Risk Management  
Division:

By: C. Pounall 09/20/18

By Alicia C. Lobeiras 9/20/2018  
Alicia C. Lobeiras (Date)  
Assistant County Attorney

Name: Colleen Pounall

Title: Risk Analyst

By Jeffrey S. Siniawsky 9/20/18  
Jeffrey S. Siniawsky (Date)  
Assistant County Attorney

ACL/dp  
Third Amendment to Group Life.docx  
08/30/2018  
#373995

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND MINNESOTA LIFE INSURANCE COMPANY FOR GROUP LIFE INSURANCE FOR BROWARD COUNTY EMPLOYEES (RFP #R1154802P1)

PLAN

WITNESSES:

  
Signature

Nate Kolle  
Print Name of Witness above

  
Signature

Linda Ganje  
Print Name of Witness above


MINNESOTA LIFE INSURANCE COMPANY

By:   
Authorized Signor

Paul Rudeen, Vice President & Actuary  
Print Name and Title

18th day of September, 20 18

ATTEST: Sara Marie Greethurst

  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

