

AGREEMENT

between

THE CITY OF COCONUT CREEK

And

LIFE INSURANCE COMPANY OF NORTH AMERICA

for

**MEDICAL WITH PRESCRIPTION DRUG, DENTAL, VISION, LIFE, AD&D, SHORT TERM DISABILITY,
LONG TERM DISABILITY, AND EMPLOYEE ASSISTANCE PROGRAM INSURANCE SERVICES
RFP NO. 03-28-18-10
(LONG TERM DISABILITY INSURANCE SERVICES PORTION)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Life Insurance Company of North America with offices located at Two Liberty Place, 1601 Chestnut Street, Philadelphia, PA 19192 (the "Vendor") to provide the long term disability insurance services portion of Medical with Prescription Drug, Dental, Vision, Life and AD&D, Short Term Disability, Long Term Disability, and Employee Assistance Program Insurance Services pursuant to RFP No. 03-28-18-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 03-28-18-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

The Agreement shall be performed in current funds pursuant to RFP No. 03-28-18-10. Pricing shall be as per Attachment "A" - Schedule of Proposal Prices and Benefits.

4) Cost Adjustments

Costs for all services purchased under this contract shall remain firm until September 30, 2021. Costs for subsequent years and any extension term years shall be subject to an adjustment as standardly assessed in the industry. Any requested price increase shall be fully documented and submitted to the City at least one hundred twenty (120) days prior to October 1 each year (“anniversary date”). Any approved cost adjustments shall become effective upon the anniversary date of the contract.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

5) Contract Term

The initial contract period shall be for five (5) years beginning October 1, 2018.

6) Contract Extension

The City reserves the right to extend the Agreement for five (5) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than one hundred twenty (120) prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

7) Independent Contractor

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager

City of Coconut Creek

4800 West Copans Road

Coconut Creek, FL 33063

With a copy to the City Attorney at the same address.

VENDOR

Michael Toussaint
Life Insurance Company of North America
Two Liberty Place, 1601 Chestnut Street
Philadelphia, PA 19192
Phone: 215-761-1423
Fax: 215-761-5004
Email: michael.toussaint@cigna.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Life Insurance Company of North America, signing by and through Michael Toussaint, Regional Market Manager, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

VENDOR
ATTEST:

Life Insurance Company of North America
Company Name

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2018.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

ATTACHMENT A

SCHEDULE OF PROPOSAL PRICES AND BENEFITS

LONG TERM DISABILITY INSURANCE PROPOSAL FORM

LTD	CURRENT
Eligible Employees	Group 1: All Full Time Police Officers in active employment working at least 84 hours per 2 week period Group 2: All Other Full Time Employees working at least 30 hours per week
Definition of Disability	Limited duties and 20% or more loss in indexed monthly earnings
Elimination Period	180 days
Monthly Benefit	66.6667% of monthly earnings
Maximum Benefit	\$5,000 per month
Minimum Benefit	\$100 per month
Own Occupation Period	Managers and Above – N/A; All Others - 24 months
Duration of Benefit	SS ADEA or the Maximum Period of Payment (as listed in LTD COC)
Pre-existing Condition Limitation	3/12
Mental Illness & Substance Abuse Limitation	24 Months
Survivor Benefit	3 times monthly benefit
Disabled and Working Benefit	Disability earnings between 20% and 80% of indexed earnings First 24 Months: Gross benefit + disability earnings up to 100% of indexed earnings After 24 Months: 50% offset
Return to Work Incentive	10% of gross disability payment to maximum of \$1,000 per month
RATES	
Rate per \$100 Covered Payroll	\$0.29
Estimated Volume	\$1,906,787
Estimated Monthly Premium	\$5,529.68
Rate Guarantee	Expires 9/30/2021