



November 18, 2013

MEMORANDUM

TO: District Board of Trustees

FROM: Jim Murdaugh, President 

SUBJECT: Florida Community College Risk Management Consortium Agreement

Item Description

Request continuation of the Agreement between Tallahassee Community College and the Florida Community College Risk Management Consortium.

Overview and Background

Tallahassee Community College entered into an agreement with the Florida Community College Risk Management Consortium in 1997 to obtain protection against certain claims or occurrences arising against Tallahassee Community College under Chapter 440, Florida Statutes. This is an updated agreement between the District Board of Trustees and The Consortium to provide oversight and management of the College's Risk Management Program.

Changes to the original agreement include: name change to state college system; recognition of the role of the Risk Management Operations Committee as appointed by the Council of Presidents; clarity of sovereign immunity for the District Boards of Trustees; and the defining of the agent's role of The Consortium to the Colleges.

The Consortium has proven to be a highly cost effective and beneficial risk management arrangement for the college. The market rates provided have been competitive and coverage for occurrences has been excellent.

Past Actions by the Board

The Board last updated this agreement at the September 3, 1997 board meeting.

Funding/Financial Implications

The annual cost of the Risk Management Program shall be pro-rated among the members of the Consortium. The College's cost for 2013-14 is \$21,121.40. All annual premiums are paid from Fund 1.

Staff Resource

Teresa Smith

Recommended Action

Request approval of the continuation of the Agreement.

THIS AGREEMENT SUPERCEDES AND REPLACES ALL PREVIOUS
MEMORANDA OF AGREEMENT REGARDING THE
FLORIDA COLLEGE SYSTEM RISK MANAGEMENT CONSORTIUM

MARCH 01, 2014

March 01, 2014

AGREEMENT

FLORIDA COLLEGE SYSTEM RISK MANAGEMENT CONSORTIUM

THIS AGREEMENT is entered into by and among the several DISTRICT BOARDS OF TRUSTEES of FLORIDA COLLEGE SYSTEM member institutions, as indicated by the signatures and dates affixed hereto.

-WITNESSETH-

WHEREAS, the DISTRICT BOARDS OF TRUSTEES of FLORIDA COLLEGE SYSTEM member institutions, hereinafter referred to as the BOARD or BOARDS, desire to join together in cooperative effort to develop, implement and participate in a coordinated risk management program, hereinafter referred to as the RISK MANAGEMENT PROGRAM, for protection against certain risks to which the FLORIDA COLLEGE SYSTEM member institutions are exposed; and

WHEREAS, the BOARDS desire to pool liabilities under Chapter 440, Florida Statutes, for the purpose of administering the provisions of the Florida Workers' Compensation Act; and

WHEREAS, the BOARDS desire to pool their purchasing power to obtain optimum protection against loss of, or damage to, property owned by or under the control of each BOARD or group of BOARDS; and

WHEREAS, the BOARDS desire to pool their purchasing power to obtain optimum protection against claims of liability for acts or omissions of officers, employees, and/or agents of the BOARDS, and for injuries and losses of third parties; and

WHEREAS, the BOARDS desire to pool their purchasing power to obtain such other appropriate or necessary plans of insurance, and provide such services, as the BOARDS may seek, to the full extent of applicable laws.

NOW, THEREFORE, it is hereby understood and agreed as follows:

1. ALL BOARDS, which are parties to the AGREEMENT, shall be MEMBERS of, and participants in, the FLORIDA COLLEGE SYSTEM RISK MANAGEMENT CONSORTIUM, hereinafter referred to as the CONSORTIUM, the purpose of which is to develop, implement and administer a statewide cooperative RISK MANAGEMENT PROGRAM for the participating Florida College System member institutions.
2. Membership in the CONSORTIUM shall be for at least three (3) years. After participating for at least two (2) years, a MEMBER may provide notice of intent to withdraw from the program and

subsequently withdraw under the provisions of the Risk Management Manual, as from time to time, may be amended.

3. The CONSORTIUM may be terminated by the mutual agreement of a majority of the MEMBERS of the CONSORTIUM, subject to the fulfillment of any incurred contractual obligations. Any surplus funds or other assets shall be returned to the MEMBERS in proportion to the contributions made by the MEMBERS.
4. A FLORIDA COLLEGE SYSTEM RISK MANAGEMENT COUNCIL, hereinafter referred to as the COUNCIL, comprised of the Presidents of the member institutions acting in their capacities as the chief executive officers for and on behalf of their respective member institutions, shall formulate policies and procedures for administering the CONSORTIUM RISK MANAGEMENT PROGRAM.
5. A RISK MANAGEMENT OPERATIONS COMMITTEE shall be appointed consisting of no fewer than nine (9) voting members representing the MEMBERS of the CONSORTIUM, one (1) non-voting member representing The Division of Florida Colleges and one (1) non-voting member representing the Fiscal Agent to advise the COUNCIL on the administration of the Risk Management Program. The RISK MANAGEMENT OPERATIONS COMMITTEE shall follow the rules adopted in the Risk Management Manual.
6. The RISK MANAGEMENT PROGRAM shall provide:
 - A. Risk management services to include general administration of risk management activities, consultant services, staff assistance, inspections and investigations as appropriate, reporting and data analysis.
 - B. Defense of civil actions against the BOARDS, trustees, officers, agents or employees of the BOARDS arising from complaints for damages or injury suffered as a result of any act or omission of the BOARDS, the trustees or officers, agents and employees of the BOARDS arising out of and in the scope of their employment or function, to the extent and limits of coverage provided by the program of insurance of the CONSORTIUM, unless, in the case of a tort action, the officer, employee, or agent acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Defense of such civil actions shall include, but not be limited to, any civil rights lawsuits seeking relief personally against the trustee, officer, agent or employee of the BOARDS for an act or omission under color of state law, custom or usage, wherein it is alleged that such trustee, officer, agent or employee has deprived another person of his rights, secured under the Federal Constitution or Laws.
 - C. Protection against claims and judgments for money damages in judicial actions against the BOARDS, trustees, or any officer, agent or employee of the BOARDS for acts or omissions of the trustees, officers, agents or employees of the BOARDS, while acting within the scope of their office or employment, to the extent and limits of coverage provided by the program of insurance of the CONSORTIUM.
 - D. Protection against liability arising under the provisions of the Florida Workers' Compensation Act.

- E. Protection against loss or damage to property owned or controlled by a MEMBER or MEMBERS of the CONSORTIUM to the extent and limits of coverage provided by the program of insurance of the CONSORTIUM.
 - F. Claims services by contract through a claims servicing company to include investigating and resolving claims, both casualty and property, loss prevention services, collecting and analyzing experience data, and distributing periodic reports of claims activities. The claims serving company shall be fully authorized in the State of Florida to serve self-insurers for Workers' Compensation under the appropriate statutory and regulatory provisions of the laws of the State of Florida.
7. The CONSORTIUM shall enter into an agreement with a member college designated as FISCAL AGENT. THE FISCAL AGENT shall receive, disburse and administer all monies due to, or payable from, the RISK MANAGEMENT PROGRAM in accordance with the policies and procedures adopted by the COUNCIL, as amended from time to time. Administrative functions shall include contracting for goods and services required by the CONSORTIUM, purchasing, payment of retained losses, collection of fees and other fiscal matters specifically related to the RISK MANAGEMENT PROGRAM. The FISCAL AGENT shall employ the Executive Director and such staff as may be needed to administer the RISK MANAGEMENT PROGRAM as recommended, from time to time, by the COUNCIL. The FISCAL AGENT shall be compensated for services to the RISK MANAGEMENT PROGRAM as provided in an annual agreement.
 8. An EXECUTIVE DIRECTOR OF RISK MANAGEMENT and appropriate staff shall be employed to administer the RISK MANAGEMENT PROGRAM in accordance with the policies and procedures adopted by the COUNCIL. For purposes of personnel administration, the EXECUTIVE DIRECTOR OF RISK MANAGEMENT and appropriate staff shall be employees of the college acting as the FISCAL AGENT for the CONSORTIUM.
 9. The annual cost of the RISK MANAGEMENT PROGRAM shall be pro-rated among the MEMBERS of the CONSORTIUM according to the procedures adopted by the COUNCIL. Annual assessments shall be fixed and not subject to change during the FISCAL year except as may be approved by the Council. Members shall remit their share of the annual costs to the FISCAL AGENT to meet the financial obligations of the CONSORTIUM.
 10. Each participating FLORIDA COLLEGE SYSTEM member institution is a public entity entitled to the privilege and protection of sovereign immunity, except to the extent that sovereign immunity has been waived by Florida Statutes Section 768.28. Each BOARD, on behalf of itself and its respective participating member institution, hereby reserves its sovereign immunity protections, and nothing in the agreement shall be deemed a waiver of a participating member institution's sovereign immunity protections as established and limited by Florida Statutes Section 768.28.
 11. This AGREEMENT shall be governed by and construed, implemented and enforced in accordance with the Laws of the State of Florida.

This AGREEMENT is made and entered into on this ___ day of _____
20___, as attested by the signatures affixed hereto.

THE DISTRICT BOARD OF TRUSTEES OF

TALLAHASSEE COMMUNITY COLLEGE

(Seal)

BY: _____
(Chair)

THIS AGREEMENT SUPERCEDES AND REPLACES ALL PREVIOUS
MEMORANDA OF AGREEMENT REGARDING THE
FLORIDA COMMUNITY COLLEGES RISK MANAGEMENT CONSORTIUM

MARCH 1, 1997

March 1, 1997

A G R E E M E N T

FLORIDA COMMUNITY COLLEGES RISK MANAGEMENT CONSORTIUM

THIS AGREEMENT is entered into by and among the several FLORIDA COMMUNITY COLLEGE DISTRICT BOARDS OF TRUSTEES as indicated by the signatures and dates affixed hereto.

-WITNESSETH-

WHEREAS, the FLORIDA COMMUNITY COLLEGES DISTRICT BOARDS OF TRUSTEES, hereinafter referred to as the BOARD or BOARDS, desire to join together in cooperative effort to develop, implement and participate in a coordinated risk management program for protection against certain risks to which the community colleges are exposed; and

WHEREAS, the BOARDS desire to obtain protection against certain claims or occurrences arising against the said BOARDS, the trustees, or any officer, employee or agent of said BOARDS for acts or omissions arising out of and within the scope of their appointment, employment or function; and

WHEREAS, the BOARDS desire to pool liabilities under Chapter 440, Florida Statutes, for the purpose of administering the provisions of the Florida Workers' Compensation Act; and

WHEREAS, the BOARDS desire to pool their purchasing power to obtain optimum protection against loss of or damage to property owned by or under the control of each BOARD or group of BOARDS.

NOW, THEREFORE, it is hereby understood and agreed as follows:

1. ALL BOARDS which are parties to the AGREEMENT shall be MEMBERS of and PARTICIPANTS in the FLORIDA COMMUNITY COLLEGES RISK MANAGEMENT CONSORTIUM, hereinafter referred to as the CONSORTIUM, the purpose of which is to develop, implement and administer a statewide cooperative Risk Management Program for Florida community colleges.
2. Membership in the CONSORTIUM shall be for at least three (3) years. After participating for at least two (2) years, a MEMBER may provide notice of intent to withdraw from the program and subsequently withdraw under the provisions of the Operations Manual, as from time to time, may be amended.
3. The CONSORTIUM may be terminated by the mutual agreement of a majority of the MEMBERS of the CONSORTIUM, subject to the fulfillment of any incurred contractual obligations. Any surplus funds or other assets shall be returned to the MEMBERS in proportion to the contributions made by the MEMBERS.

4. **A COMMUNITY COLLEGES RISK MANAGEMENT COUNCIL**, hereinafter referred to as the **COUNCIL**, comprised of the Community College Presidents of the **MEMBER BOARDS** acting in their capacities as the corporate secretaries and executive officers for and on behalf of their respective **BOARDS**, shall formulate policies and procedures for administering the **CONSORTIUM Risk Management Program**. The **COUNCIL** shall provide overall supervision of the administration of the Risk Management Program.
5. A **RISK MANAGEMENT OPERATIONS COMMITTEE** shall be appointed consisting of no fewer than nine (9) voting members representing the **MEMBERS** of the **CONSORTIUM**, one (1) non-voting member representing the Division of Community Colleges and one (1) non-voting member representing the Fiscal Agent to advise the **COUNCIL** on the administration of the Risk Management Program.
6. The **RISK MANAGEMENT PROGRAM** shall provide:
 - A. Risk management services to include general administration of risk management activities, consultant services, staff assistance, inspections and investigations as appropriate, reporting and data analysis.
 - B. Defense of civil actions against the boards, trustees, officers, agents or employees of the boards arising from complaints for damages or injury suffered as a result of any act or omission of the boards, the trustees or officers, agents and employees of the boards arising out of and in the scope of their employment or function, to the extent and limits of coverage provided by the program of insurance of the **CONSORTIUM**, unless, in the case of a tort action, the officer, employee, or agent acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Defense of such civil actions shall include, but not be limited to, any civil rights lawsuits seeking relief personally against the trustee, officer, agent or employee of the Boards for an act or omission under color of state law, custom or usage; wherein it is alleged that such trustee, officer, agent or employee has deprived another person of his rights, secured under the Federal Constitution or laws.
 - C. Protection against claims and judgements for money damages in judicial actions against the boards, trustees, or any officer, agent or employee of the Boards for acts or omissions of the trustees, officers, agents or employees of the Boards, while acting within the scope of their office or employment, to the extent and limits of coverage provided by the program of insurance of the **CONSORTIUM**.
 - D. Protection against liability arising under the provisions of the Florida Workers' Compensation Act.
 - E. Protection against loss or damage to property owned or controlled by a **MEMBER** or **MEMBERS** of the **CONSORTIUM** to the extent and limits of coverage provided by the program of insurance of the **CONSORTIUM**.

- F. Claims services by contract through a claims servicing company to include investigating and resolving claims, both casualty and property, loss prevention services, collecting and analyzing experience data, and distributing periodic reports of claims activities. The claims serving company shall be fully authorized in the State of Florida to serve self-insurers for Workers' Compensation under the appropriate statutory and regulatory provisions of the laws of the State of Florida.
7. The CONSORTIUM shall enter into an agreement with a member college designated as FISCAL AGENT. THE FISCAL AGENT shall receive, disburse and administer all monies due to, or payable from, the RISK MANAGEMENT PROGRAM in accordance with the policies and procedures adopted by the COUNCIL, as amended from time to time. Administrative functions shall include contracting for goods and services required by the CONSORTIUM, purchasing, payment of retained losses, collection of fees and other FISCAL matters specifically related to the RISK MANAGEMENT PROGRAM. The FISCAL AGENT shall employ the Executive Director and such staff as may be needed to administer the RISK MANAGEMENT PROGRAM as recommended, from time to time, by the COUNCIL. The FISCAL AGENT shall be compensated for services to the RISK MANAGEMENT PROGRAM as provided in an annual agreement.
 8. An EXECUTIVE DIRECTOR OF RISK MANAGEMENT and appropriate staff shall be employed to administer the RISK MANAGEMENT PROGRAM in accordance with the policies and procedures adopted by the COUNCIL. For purposes of personnel administration, the EXECUTIVE DIRECTOR OF RISK MANAGEMENT and appropriate staff shall be employees of the college acting as the FISCAL AGENT for the CONSORTIUM.
 9. The annual cost of the RISK MANAGEMENT PROGRAM shall be pro-rated among the MEMBERS of the CONSORTIUM according to the procedures adopted by the COUNCIL. Annual assessments shall be fixed and not subject to change during the FISCAL year except as may be approved by the Council. MEMBERS shall remit their share of the annual costs to the FISCAL AGENT to meet the financial obligations of the CONSORTIUM.
 10. This AGREEMENT shall be governed by and construed, implemented and enforced in accordance with the Laws of the State of Florida.

This AGREEMENT is made and entered into on this date ____ day of _____
 19____, as attested by the signatures affixed hereto.

DISTRICT BOARD OF TRUSTEES

(Seal)

 (College)

BY: _____
 (Chairperson)