



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 7

DATE: 12/17/2024

**SUBJECT: RFP NO. F2024122 - ANNUAL CONTRACT FOR BROKER OF RECORD -
BUDGET AND RISK MANAGEMENT - HIGGINBOTHAM INSURANCE
AGENCY, INC.**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a contract for RFP No. F2024122, Annual Contract for Broker of Record, for Budget and Risk Management, with Higginbotham Insurance Agency, Inc.

BACKGROUND

On September 4, 2024, through Court Order #143805, the Commissioners Court awarded RFP No. F2024122, Annual Contract for Broker of Record, for Budget and Risk Management, to Higginbotham Insurance Agency, Inc.

Tarrant County and Budget and Risk Management successfully negotiated a contract with Higginbotham Insurance Agency, Inc. according to what is in the best interest of the County.

The term of the contract is twelve (12) months, with two (2) options for renewal periods of twelve (12) months each. The contract is valid through September 3, 2025.

The purpose of the contract is to secure an agent who will advise the County in the evaluation of current County insurance policies, as well as recommend and negotiate rates and terms for potential replacement policies.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$44,500.00 is available in account 10000-2025 General Fund/1140100000 Non-Departmental/575011 Casualty Insurance.

SUBMITTED BY	Purchasing	PREPARED BY:	Teresa Ralls
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

1. Term and Scope of Services:

This agreement is made between Tarrant County, Texas (COUNTY) and Higginbotham Insurance Agency, (HIGGINBOTHAM) and is valid through September 3, 2025 and may be renewed for up to two (2) additional twelve (12) month periods by providing written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the current term. ***Either party may terminate this Agreement as a matter of convenience or cause upon written notice of at least thirty (30) days. The terms contained in Tarrant County's RFP No. F2024122 and Higginbotham's Response to Tarrant County's RFP No. F2024122 supersede any conflicting terms in this Agreement.***

Scope of Services

During the Term, HIGGINBOTHAM shall provide COUNTY with the Insurance Brokerage Services.

- HIGGINBOTHAM will work closely with COUNTY to develop quotes to secure property and casualty insurance for the County's insurable risks.
- HIGGINBOTHAM must make available to COUNTY, all resources at its disposal to properly collect, organize and review all data placed into the quotes.
- HIGGINBOTHAM will market COUNTY's account to qualified property and casualty insurers in order to obtain the broadest coverage terms and favorable premium available in the market.
- Marketing must include, but not being limited to, assisting with the development of specifications and underwriting criteria for quotes.
- In addition, HIGGINBOTHAM will review policies, negotiate premiums on behalf of COUNTY, and provide consultation and professional advice on proposed changes or enhancements to coverages for the duration of the contract.
- HIGGINBOTHAM will review and assist COUNTY in the selection of any policy as a result of an RFP. It is clearly understood that any resulting policy is not accepted nor bound until approved by the Tarrant County Commissioners Court.
- HIGGINBOTHAM will assist with reporting, monitoring and management of claims and advocating on any disputed or problem claims in conjunction with the given coverage placement.
- For the duration of the agreement the Broker shall act in an advisory and consulting role to COUNTY to ensure risk management services provided, and insurance coverage selected continue to meet COUNTY's needs.
- HIGGINBOTHAM may provide specialized knowledge to identify any uninsured areas, recommend new coverages when warranted and propose alternative risk financing options when appropriate.
- HIGGINBOTHAM may be required to present to Commissioners Court when requested.

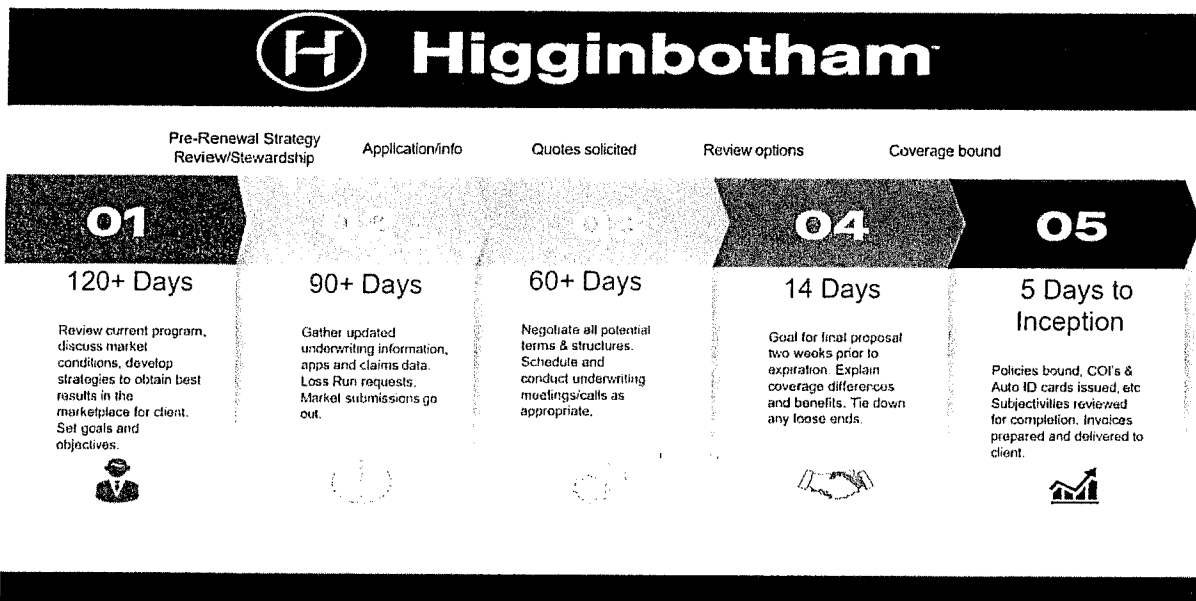
2. Annual Fee Structure \$44,500.00 and must remain firm for the duration of the agreement.

3. Service Timeline & Stewardship

We are happy to meet with COUNTY as needed and recognize the need for more frequent meetings to get underway. Below is an overview of common service items.

- a. Quarterly meetings: We would recommend quarterly meetings for broad discussions. Additional meeting for specific projects will be scheduled as needed.
- b. Certificate of Insurance requests can be emailed to Carolyn Howard and the assigned certificate representative. The anticipated turnaround timeframe is 24 hours.
- c. Policy Changes - email to Carolyn Howard and team for any policy change requests. We will track requests and confirmation of completion of request.
- d. Scheduling of pre-RFP meetings email to James, Brian, Carolyn and Will.
- e. Policy renewals as needed.

Below is a sample of HIGGINBOTHAM's Policy Renewal Service Timeline. The sample anticipates beginning 120 days prior to the policy renewal. The times and corresponding task can be adjusted as needed.



4. Core Team Overview



Brian Schneider, CIC, CLCS
Managing Director Public Sector Practice Leader
(817) 347-6964, bschneider@higginbotham.net



James Hubbard
Managing Director Public Sector Practice Leader
(817) 347-7057, jhubbard@higginbotham.net



Will Arnold
Account Production Manager
(817) 349-2193, warnold@higginbotham.net



Carolyn Howard, CSR, ASCR
Public Entity Marketing Executive
(817) 347-7090, choward@higginbotham.net

5. Compliance with Laws

In providing the services required by this Agreement, HIGGINBOTHAM must observe

**Tarrant County
Insurance Broker RFP No. F2024122**

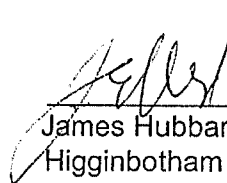


and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. HIGGINBOTHAM shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

SIGNED AND EXECUTED this _____ day of _____, 20____.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge



James Hubbard
Higginbotham Insurance Agency

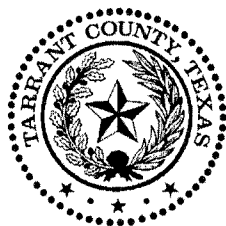
APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: _____ RFP No. F2024122 - Annual Contract for Broker of Record - Budget and Risk Management - Higginbotham Insurance Agency, Inc

County Department: _____ PURCHASING

Contact Person: _____ Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: _____ (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No ✓

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No ✓

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

CO #144503



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SUBMITTED BY

Purchasing

PREPARED BY:

Teresa Ralls

APPROVED BY:

Christopher Lax, CPSM, CPSD, CPCP

Tarrant County
Insurance Broker RFP No. F2024122



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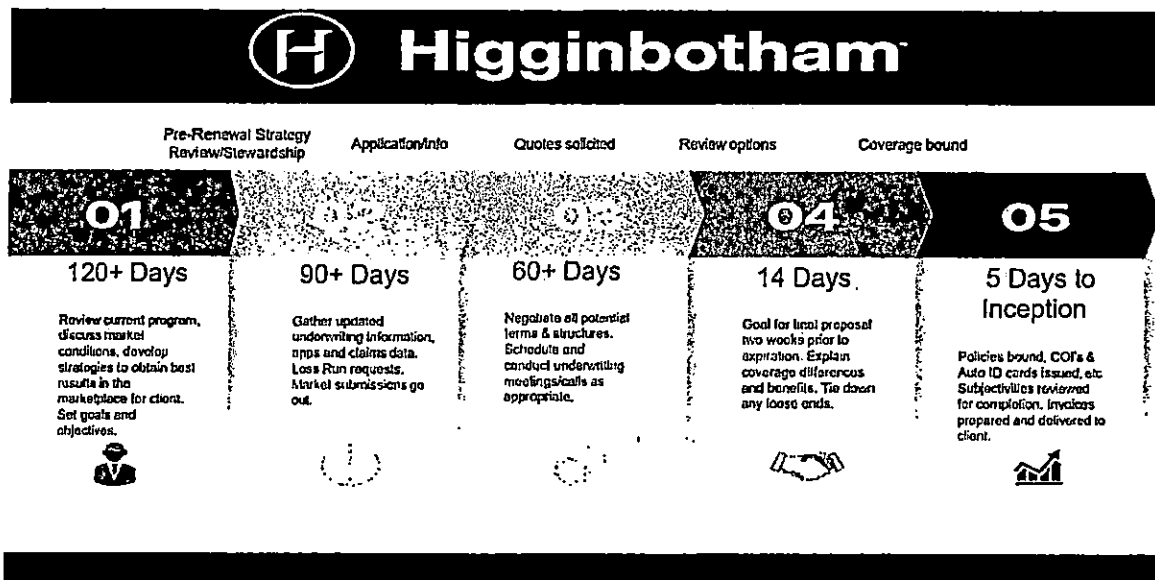
Tarrant County
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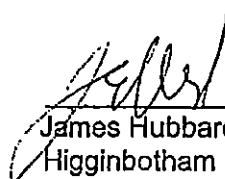


and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. HIGGINBOTHAM shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

SIGNED AND EXECUTED this _____ day of _____, 20____.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



James Hubbard
Higginbotham Insurance Agency

APPROVED AS TO FORM:

CERTIFICATION OF

AVAILABLE FUNDS: \$ 44,500.00

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Kimberly M. Buchanan
Tarrant County Auditor

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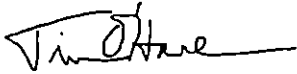
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RFP No. F2024122 - Annual Contract for Broker of Record - Budget and Risk Management -
Higginbotham Insurance Agency, Inc.

SIGNED AND EXECUTED this 17 day of December, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge
12/19/2024