

THIRD PARTY CLAIMS ADMINISTRATION AGREEMENT

This Third Party Claims Administration Agreement (this “**Agreement**”) is made and entered into as of October 1, 2016 (the “**Effective Date**”) between Gallagher Bassett Services, Inc., a Delaware corporation (“**GB**”), and CITY OF RIVIERA BEACH, FL (“**Client**”). GB and Client shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, GB is a third party claims administrator, and Client desires to retain GB to provide certain claims administration services (the “**Services**,” as described below) on Client’s behalf.

NOW, THEREFORE, in consideration of the mutual promises contained herein, GB and Client hereby agree as follows:

SECTION 1 **SERVICES**

1.1 **General.** GB, by and through one or more affiliates and vendors, shall provide Services for Client relating to the administration of Client’s Claims in accordance with the terms and conditions set forth in this Agreement and in the service instructions (the “**Service Instructions**”) as agreed upon by the Parties in writing from time to time, which Service Instructions shall be incorporated into and deemed to be a part of this Agreement. As used herein, “**Claim**” means any report of injury or accident alleging or resulting in injury, damage or loss that could give rise to a demand for the payment of money by Client, and which is timely reported to GB hereunder. GB shall provide such Services as further described in the Cost & Terms attached hereto as Exhibit A (“**C&T**”) and incorporated by reference herein. Each C&T shall be applicable for the period referenced therein. GB’s Services may include the following:

- a. Upon guidance from Client and/or retained counsel, where applicable, review, investigate, adjust, settle and/or resist Claims (i) within the Settlement Authority, or (ii) if in excess of the Settlement Authority, upon the acknowledgment of Client. “**Settlement Authority**” is the amount set forth in the Service Instructions, up to which GB is authorized to settle individual Claims.
- b. Establish and update Claim reserves;
- c. Maintain Claim files and records; provided that Client shall be obligated to store and preserve any physical evidence relevant to any Claim or potential Claim;
- d. Assist Client in establishing a Claim loss fund account as more specifically described in Section 3 below for the funding of losses (including indemnity payments) and Allocated Expenses associated with a Claim (collectively, “**Loss Payments**”). “**Allocated Expenses**” means all expenses incurred in connection with the investigation, negotiation, defense, settlement and disposition of a Claim, examples of which are set forth in the C&T;
- e. Notify only Client’s agents or insurers that are expressly listed in the Service Instructions of Claims that meet the specific parameters expressly set forth in the Service Instructions;
- f. Coordinate investigations on litigated Claims with attorneys retained on the Claim and with representatives of Client’s insurer, as required;
- g. Investigate and pursue subrogation claims on behalf of Client, where permitted;

h. Provide a risk management information system (Risx-Facs®) and standard reports as described in the Service Instructions, as well as ad hoc information and reports, as requested by Client from time to time, subject to additional fees for non-standard reporting;

i. Provide risk control consulting and appraisals or other related Services, as set forth in the C&T or otherwise agreed to by the Parties;

j. Report fraudulent or suspected fraudulent Claims to state authorities, as required by applicable law, and as agreed upon by the Parties;

k. Perform Mandatory Insurer Reporting (“MIR”) directly or in coordination with Client’s designated third party vendor, pursuant to Section 111 of the Medicare, Medicaid, and State Children’s Health Insurance Program Extension Act of 2007 (P.L. 110-173) (“MMSEA”); and

l. Provide medical management services as set forth in the C&T.

1.2 **Report of Claims.** Client shall report all Claims to GB with sufficient time to allow GB to submit first reports of injury to each applicable state, as required, and to comply with all applicable laws.

1.3 **Sole Claims Administrator.** During the term of this Agreement, (i) GB shall be Client’s sole claims administrator with respect to Claims under the coverage types set forth in the C&T; (ii) all new Claims arising under such program shall be transmitted to GB and (iii) Client will not, directly or indirectly, self-administer any Claims that should be reported to GB pursuant to the terms of this Agreement.

1.4 **Escheat.** The Parties acknowledge that Client shall be responsible for any and all escheat and unclaimed property reporting obligations; *provided, however*, that, upon request and for a mutually agreed upon fee, GB shall provide Client with such information and reports as Client may reasonably request to perform escheat reporting with respect to Loss Payments made hereunder.

SECTION 2 **PAYMENT AND COLLECTION MATTERS**

2.1 **Payment of Service Fees.** Client shall pay, or cause its insurer to pay, any fees for Services, taxes and other sums payable to GB as described herein and in the C&T (“Service Fees”) within thirty (30) days of Client’s receipt of each invoice, regardless of any extraneous circumstances, including any dispute between Client and its carrier.

2.2 **Taxes.** Client shall be responsible for and pay to GB any and all applicable taxes, duties and assessments, as well as any penalties for non-payment of same, that are assessed in connection with any Services rendered by GB hereunder (except for taxes on GB’s net income).

2.3 **Applicable Currency.** All payment obligations hereunder shall be charged and payable in U.S. Dollars, unless otherwise agreed in writing by the Parties.

2.4 **Catastrophe Charges.** GB will charge Client for any loss involving ten (10) or more Claims resulting from a single event (i.e., hurricane, tornado, flood, earthquake, etc.) on a time and expense basis, which shall be paid as an Allocated Expense against the Claim file. GB, in its discretion, reserves the right to utilize outside resources to expedite Claim handling because of any such catastrophic event.

2.5 **Change in Circumstances.** Upon sixty (60) days’ notice, GB may modify its Service Fees if GB reasonably determines that (i) historical claims data that Client provided to GB was erroneous, obsolete or insufficient; (ii) Client has a material change in the nature and/or volume of its Claims

compared to what was contemplated when GB initially quoted its Service Fees, which shall include instances where Client unbundles services provided by GB's sub-vendors; or (iii) legislative and/or regulatory requirements impact or change the scope of GB's Services or responsibilities, including any expenses related thereto.

SECTION 3

LOSS FUND ACCOUNT – SELF-INSURED MONEY MANAGEMENT SYSTEM (SIMMS)

GB shall assist Client in establishing a loss fund account with Citibank (or other institution at GB's discretion), and Client shall fund, or cause its carrier to fund, such account. The initial imprest shall be an amount representing approximately two and one-half (2 ½) times Client's current average Loss Payment history based upon Client's (i) estimated Claim volume and (ii) funding frequency. GB reserves the right, in its sole discretion and upon prior notice to Client, to modify the imprest balance required under this Agreement. In the event that GB exercises its right to modify the imprest balance, Client shall fund such amount within five (5) business days of GB's request. GB reserves the right at any time to request Client to prefund any large Loss Payments, which Client shall fund within three (3) business days of GB's request. Client shall maintain the required imprest balance during the term of this Agreement.

SECTION 4

PAYMENT & FUNDING FAILURE; REMEDIES

Client is solely responsible for all payment obligations under this Agreement. GB is not obligated to advance funds to pay Loss Payments or any other obligation of Client.

4.1 If Client fails to timely pay any Service Fees due hereunder, GB may, in addition to any other rights and remedies afforded under this Agreement or applicable law, assess interest charges on the amount that is due and outstanding at a rate equal to the lesser of (i) 1.5% per month or (ii) the maximum rate permitted by law.

4.2 If Client fails to timely and adequately fund and replenish its loss fund account or pay its Service Fees within five (5) business days of receiving payment demand by GB or Citibank, GB may, at its election, (i) suspend banking or shutdown the loss fund account and suspend the provision of Services; and (ii) report the delinquent account and claim handling status to: (a) Client's insurance carrier and/or broker, if any; (b) applicable government and regulatory agencies; (c) any affected claimant(s); and (d) any other relevant parties.

4.3 If Client fails to fund its loss fund account or pay any outstanding Service Fees within five (5) business days following the notice described in Section 4.2 above, GB may (i) convert Client's program to daily issuance via Fed Wire upon forty-eight (48) hours' notice to Client; (ii) report the Claim handling status to appropriate government and regulatory agencies, as applicable; and/or, (iii) terminate this Agreement and cease providing Services without further liability to Client.

4.4 Client shall indemnify and hold GB harmless and be solely responsible for any and all damages, fines, penalties, bank charges, interest, fees and expenses resulting from Client's failure to timely meet its payment obligations and maintain the loss fund imprest balance, and Client shall pay, or cause its carrier to pay, such amounts promptly upon demand by GB. Additionally, Client shall pay all fees, costs and expenses incurred by GB in enforcing the payment obligations hereunder, including reasonable attorneys' fees and court costs.

SECTION 5
COMPLIANCE WITH LAWS; MEDICARE REPORTING

5.1 **Compliance with Laws and Licensing.** GB and Client will comply with all applicable laws. GB will maintain all permits, licenses and regulatory approvals necessary to provide the Services described herein.

5.2 **Mandatory Insurer Reporting.** Client acknowledges and agrees that Client or its insurance carrier has an obligation to perform MIR. To the extent that GB provides MIR on Client's behalf, Client agrees to properly register (or, as appropriate, to cause its insurance carrier to properly register) with the Centers for Medicare and Medicaid Services as the Responsible Reporting Entity ("**RRE**") under MMSEA and to provide to GB all relevant information, including the RRE "Identification Number(s)" assigned to Client, and properly designate a MIR reporting agent acceptable to GB. GB shall not provide MIR in states where GB is only providing Claims oversight. Client agrees that for each and every Claim reported to GB, Client shall provide the following information as soon as possible, but in no event later than required to comply with applicable law to avoid fines and penalties: claimant's first and last name, social security number, date of birth and gender. Failure to timely provide such information shall absolve GB from any responsibility for performing MIR with respect to any such Claim until GB receives all required information. GB may disclose this and other information to its designated third parties for processing Client's MIR and performing other obligations hereunder.

5.3 **Medicare Secondary Payer Act Compliance.** In order to comply with Client's reporting obligations under Medicare, and avoid interest, fees, and penalties associated with failure to properly account for (i) conditional payments under the Medicare Secondary Payer Act ("**MSP**") or (ii) future medical expenses under the MSP (collectively, "**MSP Liabilities**"), Client must ensure that the following activities are timely performed: (i) reporting, (ii) investigation and payment of conditional payment obligations and (iii) provision of Medicare set-asides or other future medical allocations services, as appropriate. GB hereby disclaims any and all MSP Liabilities relating to Client's and/or its representatives' or agents' failure to comply with any MSP obligations, where (A) Client does not utilize GB or its vendors to administer Client's MSP compliance or (B) Client's or its representative's or agent's acts and/or omissions result in MSP Liabilities.

SECTION 6
CONFIDENTIALITY

6.1 **Defined.** As used herein, "**Confidential Information**" means information furnished by either Party or its agents and representatives ("**Discloser**") to the other Party or its agents and representatives ("**Recipient**"), whenever furnished and regardless of the manner or media in which such information is furnished, which Recipient knows or reasonably should know to be confidential or of a proprietary nature. Confidential Information shall include confidential and proprietary information relating to the business, claimants, customers, products and affairs of Discloser, including without limitation, any and all designs, processes, pricing, methods, technical data, marketing information, trade secrets and financial information, as well as the terms of this Agreement. Confidential Information shall not include information concerning Discloser that (a) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement by Recipient, (b) at the time of disclosure to Recipient by Discloser was already known by Recipient as evidenced by its written records, (c) becomes available to Recipient on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, (d) was or is independently developed by or for Recipient without reference to the Confidential Information, or (e) is comprised of anonymized/de-identified information of Client that is utilized in connection with data analytics or other business purposes.

6.2 **Prohibition on Disclosure.** Recipient agrees that it will not disclose any Confidential Information disclosed by Discloser to any third party without Discloser's prior written consent. Notwithstanding the foregoing, Recipient shall be permitted to disclose Confidential Information to its or the Discloser's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services to be provided under this Agreement.

6.3 **Other Disclosures.** Nothing in this Agreement shall be deemed to prevent Recipient from disclosing any Confidential Information of Discloser when requested or required to do so by a subpoena, civil investigative demand, other legal process or by the authority of any state or federal administrative agency or governmental body.

SECTION 7 **RISX-FACS®; RECORDS**

7.1 **Risx-Facs® Access.** GB hereby grants to Client a non-exclusive, non-transferable, revocable license to access GB's Risx-Facs® system (to the extent specified in the C&T), solely for the purpose of evaluating and monitoring the status of Claims. Such access is limited to Client-approved representatives, and shall be contingent upon and subject to Client taking reasonable measures to ensure each such representative's compliance with Section 6 above. Unless otherwise agreed in writing, this license shall terminate automatically and without the need for notice upon the termination of this Agreement for any reason.

7.2 **Document Retention.** Claim files are the property of Client, or Client's insurer, as applicable. GB will retain (i) physical Claim files in storage or (ii) electronic files on GB's systems following closure of a particular Claim in accordance with GB's then-current document retention policy and in compliance with applicable law. Thereafter, unless Client or Client's insurer requests, in writing, a turnover of its Claim files, GB may, in its sole discretion and upon advance notice to Client, destroy and purge any such Claim files in its possession; *provided, however*, GB may retain one copy for legal, regulatory and archival purposes. Client will be solely responsible for arranging for return or transfer of its files at Client's cost, and after payment of all outstanding amounts due to GB, no later than thirty (30) days after date of notice. The policies and procedures of the applicable financial institutions shall govern the storage of copies of checks. Except as required by applicable law, GB shall have no obligation to retain Claim files in the event that such Claim files or related Claim handling obligations are transferred to another administrator.

SECTION 8 **INDEMNIFICATION; LIMITATIONS OF LIABILITY**

8.1 **Indemnification of Client.** GB agrees to defend, indemnify and hold Client and its affiliates and their respective directors, officers, employees and agents harmless from any and all third party claims, demands, causes or threats of action, losses, liabilities, damages and all related costs and expenses, including reasonable legal fees (collectively, "**Indemnified Losses**") to the extent arising from (i) the breach of any representation, warranty or covenant made by GB hereunder, and (ii) GB's grossly negligent acts or omissions or intentional misconduct; *provided, however*, that GB's indemnification obligation shall be reduced to the extent that such Indemnified Losses arise from the acts or omissions of Client or any third-party retained by Client.

8.2 **Indemnification of GB.** Client agrees to defend, indemnify and hold GB and its affiliates and their respective directors, officers, employees and agents harmless from any and all Indemnified Losses to the extent arising from (i) the breach of any representation, warranty or covenant made by Client hereunder; (ii) Client's grossly negligent acts or omissions or intentional misconduct; (iii) GB's acts or omissions that result from any act, omission, instruction or direction of Client or its attorneys, agents, representatives or assignees; (iv) any employment decisions made by Client; and (v) any acts

or omissions by Client's attorneys, agents, representatives or assignees; *provided, however*, that Client's indemnification obligation shall be reduced to the extent that such Indemnified Losses arise from the acts or omissions of GB.

8.3 **Liability Limitation.** Notwithstanding anything contained in this Agreement to the contrary, (i) neither Party will be liable for any indirect, special, incidental or consequential damages, whether based in contract, tort or any other legal theory, even if advised of the possibility of such loss or damage; and, (ii) the maximum liability of either Party with respect to any losses, claims, damages, liabilities, judgments, costs and expenses (whether in tort, contract, statute or otherwise, collectively, "**Damages**") relating to or arising out of this Agreement shall not exceed (a) \$250,000 with respect to all Damages relating to a single Claim; or (b) \$1,000,000 with respect to all Damages under this Agreement in the aggregate; *provided, however*, this section shall not be deemed to limit or impact Client's payment or funding obligations under this Agreement.

8.4 **Additional Limitations.** GB shall not be liable to Client as a result of (i) Damages that result from the absence of any consent or authority required to be obtained by or from any third party; (ii) failure to achieve a desired result, so long as GB has acted reasonably and in good faith based upon the information available at the time; (iii) acts, errors or omissions of any retained legal counsel; and (iv) any vendors or any third parties engaged, selected, chosen or recommended by Client.

8.5 **Contractual Limitations Period.** No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either Party any later than the first to occur of (a) two (2) years after the accrual of such claim or cause of action, or (b) one (1) year after such Party becomes aware of the alleged act, error, or omission upon which such claim or cause of action is based.

8.6 **Extension.** The limitations in this Section 8 shall apply to any claim or cause of action asserted by or on behalf of any person or entity claiming to be an assignee, beneficiary of or successor to such Party.

SECTION 9 **TERM AND TERMINATION**

9.1 **Term.** This Agreement will remain in effect until terminated by either Party in accordance with the terms of Section 9.2 below or elsewhere in this Agreement.

9.2 **Termination.**

a. **Termination for Convenience.** Either Party may terminate this Agreement for convenience, at any time and for any reason or no reason, upon not less than sixty (60) days' prior written notice to the other Party.

b. **Termination for Breach.** Other than termination for payment obligations set forth in Section 4, this Agreement may be terminated by the non-breaching Party if the other Party breaches any material representation, warranty or obligation contained in this Agreement, and such other Party fails to remedy such breach within thirty (30) days from the date it receives written notice of the breach from the non-breaching Party.

c. **Insolvency.** Either Party may terminate this Agreement effective immediately (1) if the other Party is adjudged insolvent or bankrupt; (2) upon the institution of any proceeding against the other Party seeking relief, reorganization or arrangement under any laws relating to insolvency; (3) for the making of any assignment for the benefit of creditors; upon the appointment of a receiver, liquidator or trustee of any substantial part of the other Party's property or assets; or (4) upon

liquidation, dissolution or winding up of the other Party's business (collectively, "**Insolvency**"). In the event of Client's Insolvency, Client agrees that (i) immediately upon the filing of a bankruptcy petition, Client shall pay in advance any invoice for Service Fees and shall continue to fund any Loss Payments and meet any other payment obligations as required under this Agreement; (ii) no later than thirty (30) days after the filing of a bankruptcy petition, Client shall assume or reject this Agreement; and, (iii) immediately upon the filing of a bankruptcy petition, GB shall be entitled to relief from the automatic stay to exercise any right of set off or recoupment, and to enforce Client's payment of Service Fees and other funding obligations, including without limitation those obligations with respect to the imprest and Loss Payments.

9.3 **Actions following termination.**

a. With respect to "Life of Partnership" programs (as described in the C&T, where applicable), in the event of termination or nonrenewal of this Agreement, GB shall, upon mutual written agreement of the Parties, continue to manage all (i) Claims that have not been closed as of the effective date of termination and (ii) Claims incurred during the term but not reported prior to the termination date (collectively, "**Run-Off Claims**"), provided that Client pays GB a mutually agreeable Service Fee per Claim per year open to continue handling Run-Off Claims. Should no agreement be reached regarding Service Fees for open Run-Off Claims, they will be returned to Client or transferred to another vendor as designated by Client.

b. With respect to "Handle to Conclusion" programs (as described in the C&T, where applicable), in the event of termination or nonrenewal of this Agreement, GB will continue to manage all Run-Off Claims (subject to payment of an initial Service Fee for any Claims accepted by GB that were incurred during the term but not reported prior to the effective date of termination), except in the event of a termination of this Agreement resulting from Client's uncured breach (which shall relieve GB of any obligation to continue to administer Run-Off Claims) or the Parties' agreement to the contrary.

c. Client remains responsible for timely funding and payment of all payment obligations with respect to Run-Off Claims. Run-Off Claims Services, if any, will be provided at a servicing branch selected by GB, and a reduced electronic Risx-Facs® reporting package will be provided to Client at Client's expense. Client will remain responsible for banking, Risx-Facs®, and administration fees while GB handles all Run-Off Claims. Should Client renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open Claims not part of the renewed portions of the program shall be considered Run-Off Claims and Client shall pay GB as described above.

d. Should Client elect to have Claim files returned and otherwise discontinue the Services, Client agrees to pay all outstanding Service Fees and continue to fund its payment obligations until all Claims are closed within Risx-Facs® and all Claim files have been returned to Client and Client has made alternate banking arrangements. GB will return all files to Client in an orderly manner, at Client's cost and after payment of all outstanding obligations due to GB. GB will provide an electronic, tape or paper copy of the Claim information in Risx-Facs® at GB's standard rate as of the date of termination. Upon delivery of this information to Client, Claim information may be deleted from GB's systems, subject to applicable law. In the event Client does not agree to assume control of such files, GB hereby disclaims liability for failure to retain such files.

SECTION 10 **MISCELLANEOUS**

10.1 **Notices.** All notices, requests and other communications concerning termination or indemnification ("**Formal Notice**") under this Agreement shall be in writing and delivered: (i) personally;

(ii) by certified mail, return receipt requested; or (iii) by nationally recognized express courier service. Notices will be deemed given as of the earlier of (i) the date of actual receipt when notice is given by personal delivery, (ii) three (3) days after mailing in the case of certified U.S. mail or (iii) the next business day when notice is sent via express courier. Any Formal Notice shall be addressed as follows:

If to GB: Legal Department
Gallagher Bassett Services, Inc.
2 Pierce Place
Itasca, Illinois 60143-3141

If to Client:
CITY OF RIVIERA BEACH, FL
2051 MARTIN LUTHER KING JR. PORT
CENTER BUILDING 3RD FLOOR
RIVIERA BEACH, FL 33404

10.2 **Successors & Assignment.** This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of an Insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall be not be assignable by either Party, except with the prior written consent of the other Party; *provided, however*, that GB may assign the Agreement to an affiliate or in the event of a merger or sale of all or substantially all of its assets.

10.3 **Business Arrangements.** As part of our comprehensive and integrated claims administration services model, GB may partner with select vendors and service providers who GB believes are similarly best in class. Through our partners, GB provides a full range of medical management and ancillary claims management services, which may be procured on a wholesale or negotiated basis. GB may receive revenue from these arrangements corresponding to the services provided by GB for procurement of discounted rates, program integration and management, and technological and service enhancements.

10.4 **Solicitation of Employees.** Client agrees that, during the term of this Agreement (and any renewals thereof) and for two (2) years after the later to occur of (i) the effective date of termination of this Agreement or (ii) GB ceasing to perform Services for Client, Client shall not, directly or indirectly, without the written consent of GB, solicit to hire or hire on behalf of itself or others, any employee of GB who, during the term of this Agreement, performed or contributed to the performance of the Services. Client further acknowledges that the damages suffered by GB as a result of a breach of this obligation would not be susceptible to easy calculation. Accordingly, in the event of a breach of the foregoing prohibition, Client agrees to pay GB an amount equal to one hundred fifty percent (150%) of such employee's annualized salary amount at GB as of the date of such breach.

10.5 **Jury Trial Waiver.** The Parties hereby waive their respective rights to a trial by jury in any action or proceeding based upon, or related to, this Agreement and/or any Services provided hereunder. The Parties are making this waiver knowingly, intentionally and voluntarily.

10.6 **Independent Contractor.** GB is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client.

10.7 **Governing Law.** This Agreement and any disputes or litigation relating to or arising out of this Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law rules. Client irrevocably agrees to exclusive venue and submits to jurisdiction in the United States District Court for the Northern District of Illinois, Eastern Division, or the state courts in DuPage County, Illinois, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

10.8 **Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot,

embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

10.9 **Counterparts.** This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

10.10 **Warranties.** Except as expressly set forth in this Agreement, GB makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

10.11 **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

10.12 **Non-Waiver.** The Parties agree that any delay or forbearance by GB or Client in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. Only waivers expressly made in writing by an authorized GB or Client representative shall be effective against such Party.

10.13 **Survival.** Upon the expiration or termination of this Agreement, those provisions that expressly or would by their nature survive this Agreement will so survive, including but not limited to, Sections 6, 8 and 10.

10.14 **Entire Agreement.** This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Agreement may only be amended by a written agreement executed by both GB and Client. The Parties agree that if there is any conflict between the terms of any applicable agreement between GB and Client's insurer relative to the underlying program and the terms of this Agreement, the terms of the insurer's contract with GB shall prevail.

[Signature Page to Follow]

The parties hereto have caused this Agreement to be duly executed as of the Effective Date.

GALLAGHER BASSETT SERVICES, INC.

CITY OF RIVIERA BEACH, FL

By: 

By:

Title: General Counsel

Title:

Name: Elizabeth Staruck

Name:

Date: September 14, 2016

Date:

EXHIBIT A
COST & TERMS