

## **PROFESSIONAL SERVICES AGREEMENT**

This agreement ("Agreement") is made as of this 1<sup>st</sup> day of October, 2016 ("Effective Date") by and between the City of Riviera Beach, Palm Beach County, Florida, a municipal corporation existing under the laws of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation whose mailing address 8333 NW 53<sup>rd</sup> Street Suite 600 Miami, Florida 33166 a corporation authorized to do business in the State of Florida, hereinafter referred to as the BROKER OF RECORD FOR PROPERTY AND LIABILITY INSURANCES whose Federal ID. Number is 36-2102482.

In consideration of the mutual promises contained herein, the CITY and the BROKER OF RECORD agree as follows:

### **ARTICLE 1 - SERVICES**

The BROKER OF RECORD's responsibility under this Agreement is to provide professional/consultation services in the area of Liability Insurances as set forth more fully in the scope of work detailed in Exhibit "A" attached hereto and made part hereof RFP Number 743-16.

The CITY's representative/liaison during the performance of this Agreement shall be Human Resources Department, Risk Management Division, who may be contacted by phone: 561-840-4880 or e-mail: [msullin@rivierabch.com](mailto:msullin@rivierabch.com).

### **ARTICLE 2- SCHEDULE**

The Broker of Record shall commence services on October 1, 2016 and end on September 30, 2019. The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices and adhered to with no deviation. Any renewal will be subject to appropriation of funds by the CITY OF RIVIERA BEACH CITY COUNCIL. The City Manager is authorized to enter into renewal agreements on behalf of the CITY.

### **ARTICLE 3 - PAYMENTS TO BROKER OF RECORD**

- A. Generally - The CITY agrees with the commission for the BROKER OF RECORD in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein.

### **ARTICLE 4 - TERMINATION**

This Agreement may be cancelled by the BROKER OF RECORD upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Agreement through no fault of the BROKER OF RECORD; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the BROKER OF RECORD. Unless the BROKER OF RECORD is in breach of this Agreement, the BROKER OF RECORD shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the BROKER OF RECORD shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.
- C. Continue and complete all parts of the work that have not been terminated.
- D. Termination for Misconduct by Broker. This Agreement may be terminated immediately if Broker is indicted or convicted of any criminal act, becomes the subject of any licensure or disciplinary action by any government agency, becomes the subject of any investigation for fraud or malfeasance by any government agency, or breaches any material provision of this Agreement. Such termination shall be effective upon mailing of the notice of termination by Certified Mail – Return Receipt Requested, to Broker.

#### **ARTICLE 5 - PERSONNEL**

The BROKER OF RECORD represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the BROKER OF RECORD or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the BROKER OF RECORD'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The BROKER OF RECORD warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field(s).

The BROKER OF RECORD agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the BROKER OF RECORD. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the BROKER OF RECORD'S personnel (and all Subcontractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety, and security.

#### **ARTICLE 6 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the BROKER OF RECORD as relevant. The BROKER OF RECORD shall not be exempted from paying sales tax to its suppliers for materials used to fill

contractual obligations with the CITY, nor is the BROKER OF RECORD authorized to use the CITY'S Tax Exemption Number in securing such materials.

The BROKER OF RECORD shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

#### **ARTICLE 7 – INSURANCE**

- A. Prior to execution of this Agreement by the CITY, the BROKER OF RECORD shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the BROKER OF RECORD has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the BROKER OF RECORD of its liability and obligations under this Agreement.
- A. The BROKER OF RECORD shall maintain during the term of this Agreement, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The BROKER OF RECORD shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the BROKER OF RECORD from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages, which may arise from any operations under this Agreement, whether such operations be by the BROKER OF RECORD or by anyone directly or indirectly employed by or contracting with the BROKER OF RECORD.
- C. The BROKER OF RECORD shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the BROKER OF RECORD from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the BROKER OF RECORD or by anyone, directly or indirectly, employed by the BROKER OF RECORD.
- D. The parties to this Agreement shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY, if requested.
- E. The Commercial General Liability insurance to be maintained by the BROKER OF

RECORD shall specifically include the CITY as an "Additional Insured". In general, BROKER OF RECORD will comply with all requirements of this provision. Please note that as a matter of corporate policy BROKER OF RECORD typically only permits an Additional Insured (AI) extension to our clients for our Corporate GL coverage, which we have done here for City of Riviera Beach. We do not extend Additional Insured for automobile liability since there is not a material exposure that warrants it with respect to liability arising from the performance of this Agreement. BROKER OF RECORD has in place those coverages as required and will provide Certificates of Insurance supporting the coverages if necessary. Should a situation arise causing or requiring BROKER OF RECORD to file a claim against one or more of its policies, BROKER OF RECORD would do so in order to make sure that all BROKER OF RECORD financial obligations that belong to BROKER OF RECORD are met. Additionally, BROKER OF RECORD carries Error & Omission coverage that is more than adequate to address any concerns that may arise in this area and will to provide an appropriate Certificate of Insurance confirming such coverage should it be required.

**F. Errors and Omissions Coverage:**

Errors and Omissions coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.

**G. Insurance Certificates:**

Prior to execution of this agreement by the CITY, the BROKER OF RECORD shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the BROKER OF RECORD has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLES and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the BROKER OF RECORD of its liability and obligations under this Agreement.

**ARTICLE 8 - INDEMNIFICATION**

To the extent allowed by Florida law, the BROKER OF RECORD shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the BROKER OF RECORD, its agents, officers, or employees in the performance of services under this Agreement.

The BROKER OF RECORD further agrees to indemnify and hold harmless the CITY, its agents, officers, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the BROKER OF RECORD not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The BROKER OF RECORD shall pay all claims, losses, liens, fines, settlements or judgments of

any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

#### **ARTICLE 9 - SUCCESSORS AND ASSIGNS**

The CITY and the BROKER OF RECORD each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement. Except as above, neither the CITY nor the BROKER OF RECORD shall assign, sublet, convey or transfer its interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the BROKER OF RECORD.

#### **ARTICLE 10 - CONFLICT OF INTEREST**

The BROKER OF RECORD represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The BROKER OF RECORD further represents that no person having any such conflicting interest shall be employed for said performance.

The BROKER OF RECORD shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence the BROKER OF RECORD'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances, the nature of work that the BROKER OF RECORD may undertake and request an opinion of the CITY as to whether the association, interest or circumstances would, in the opinion of the CITY, constitute a conflict of interest if entered into by the BROKER OF RECORD. The CITY agrees to notify the BROKER OF RECORD of its opinion by certified mail within thirty (30) days of receipt of notification by the BROKER OF RECORD. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the BROKER OF RECORD, the CITY shall so state in the notification and the BROKER OF RECORD shall, at its option, enter into said association, interest or circumstances and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the BROKER OF RECORD under the terms of this Agreement.

Further, please be advised, in accordance with Section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the CITY. If you

are a member of a city board, including an advisory board, prior to executing this agreement, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract/Agreement.

### **ARTICLE 13 – DELAYS AND EXTENSION OF TIME**

The BROKER OF RECORD shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the BROKER OF RECORD or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the BROKER OF RECORD'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the BROKER OF RECORD 'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the BROKER OF RECORD is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other BROKER OF RECORD employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the BROKER OF RECORD'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Agreement.

### **ARTICLE 14 - INDEBTEDNESS**

The BROKER OF RECORD shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The BROKER OF RECORD further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

### **ARTICLE 15 - INDEPENDENT AGREEMENT OR RELATIONSHIP**

The BROKER OF RECORD is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the BROKER OF RECORD'S sole direction, supervision, and control. The BROKER OF RECORD shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the

BROKER OF RECORD's relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The BROKER OF RECORD does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Agreement.

#### **ARTICLE 16 - ACCESS AND AUDITS**

The BROKER OF RECORD shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the BROKER OF RECORD's place of business.

#### **ARTICLE 17 - ENFORCEMENT COSTS**

All parties shall be responsible for their own attorney's fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

#### **ARTICLE 18 - AUTHORITY TO PRACTICE**

The BROKER OF RECORD hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

The BROKER OF RECORD shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Agreement from any federal, state, regional, county or city agency.

#### **ARTICLE 19 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 20 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133 by entering into this Agreement or performing any work in furtherance hereof, the BROKER OF RECORD certifies that it, its affiliates, suppliers,

subcontractors and BROKER OF RECORD's who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 21 - MODIFICATION OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the BROKER OF RECORD of the CITY's notification of a contemplated change, the BROKER OF RECORD shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the BROKER OF RECORD ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the BROKER OF RECORD shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate an Agreement Amendment and the BROKER OF RECORD shall not commence work on any such change until such written amendment is signed by the BROKER OF RECORD and the City Manager.

#### **ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the BROKER OF RECORD agree that this Agreement and any attachments hereto or other documents as referenced in the Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the Modification of Work Article.

#### **ARTICLE 23 – PROTECTION OF WORK AND PROPERTY**

The BROKER OF RECORD shall continuously maintain adequate protection of all work from damage, and shall protect the CITY's property from injury or loss arising in connection with the Agreement. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the BROKER OF RECORD shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY's property shall be under the charge and care of the BROKER OF RECORD and the BROKER OF RECORD shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the BROKER OF RECORD shall repair, restore and make good, without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

## **ARTICLE 24 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Agreement, nor shall such headings affect the meaning or interpretation of this Agreement.

## **ARTICLE 25 - WAIVER**

Failure of the CITY to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of CITY's right to enforce or exercise said right(s) at any time thereafter.

## **ARTICLE 26 - PREPARATION**

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **ARTICLE 27 - MATERIALITY**

All provisions of the BROKER OF RECORD shall be deemed material, in the event BROKER OF RECORD fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and CITY may at its option and without notice terminate this Agreement.

## **ARTICLE 28 - REPRESENTATIONS/BINDING AUTHORITY**

BROKER OF RECORD has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, hereby represents to the CITY that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement

## **ARTICLE 29 - EXHIBITS**

Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

### **ARTICLE 30 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the City Council of the City of Riviera Beach.

### **ARTICLE 31 - NOTICE OF COMPLAINTS OR SUITS**

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

### **ARTICLE 32 – SURVIVABILITY**

Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

### **ARTICLE 33 - WAIVER OF SUBROGATION**

The BROKER OF RECORD hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the BROKER OF RECORD shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the BROKER OF RECORD enter into such an agreement on a pre-loss basis.

### **ARTICLE 34 - RIGHT TO REVIEW**

The CITY, by and through its Risk Management Division, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Agreement. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

### **ARTICLE 35 – WAIVER OF TRIAL BY JURY**

IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, CITY AND BROKER OF RECORD KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND BROKER OF RECORD HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS AGREEMENT.

## **ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL**

In accordance with Palm Beach County Ordinance Number 2011-009 as codified in 2-421 through 2-440 of the County's Code, the BROKER OF RECORD acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The BROKER OF RECORD has reviewed the ordinance and is aware of its rights and/or obligations under such ordinance.

### **DICLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contract shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of this contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintain public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology system of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS OR DESIGNEE AT \_\_\_\_\_**

**(telephone number, e-mail address and mailing address).**



## CONTRACT WITH THE CITY OF RIVIERA BEACH


**IN WITNESS WHEREOF**, the Parties unto this Contract have set their hands and seals on the day and date first written above.

SEAL

CITY OF RIVIERA BEACH

BROKER OF RECORD

BY: \_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

BY:  \_\_\_\_\_  
ZEB HOLT  
AREA PRESIDENT

ATTEST:

BY: \_\_\_\_\_  
CLAUDINE L. ANTHONY  
MASTER MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
BRUCE DAVIS  
HUMAN RESOURCES DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

Date: \_\_\_\_\_

## **SCOPE OF SERVICES ON WORK**

### **Exhibit A**

Market the benefit programs listed below as necessary from time to time, which will include but not be limited to:

- a) Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year; mid-year, fourth quarter and pre-renewal.
- b) Negotiate all renewal rates, coverages and services with insurance carriers, as directed by the City.
- c) Coordinate, attend and conduct all insurance committee meetings with employees and management, as well as conduct review sessions and renewal negotiations.
- d) Facilitate quarterly planning/discussion meetings with Human Resources Risk Management Division, City management leadership team and selected employees as well as union representatives.
- e) If directed, conduct a formal bid process (RFP) for insurance which includes analysis of bids, recommendations to City staff and City Council, negotiation with selected carriers and coordinate contract processing.
- f) Facilitate all renewal analysis sessions on all property and casualty coverages to include projected rate increases/decreases, projected loss ratios, claims analysis and comparisons, high shock claim analysis,
- g) Serve as the liaison between the City and the insurance carriers to resolve any billing or policy issuance issues as well as resolving any claims handling with insurers..
- h) Update the City Council, Staff and employees on changes in applicable laws and how to include their financial impact to the City and employees.
- i) If directed, conduct surveys to compare City benefits with other municipalities and companies.
- j) Assist Human Resources Risk Management Division with additional requests as needed.
- k) Available to answer questions and explanations, discussions, and respond to request from Human Resources Department Risk Management Division with the time frame requested.

- l) Provide guidance and assistance with all compliance and administration.
- m) Pay for all administrative service fees related to City property inspections
- n) Pay for property appraisal services over the length of this contract, not to exceed \$38,500. Property locations to be appraised will be coordinated through the Human Resources Risk Management Department.
- o) Assist with the development and production of Employee Handbook/Guide.
- p) Attend City Council meetings and other meetings upon request.
- q) Produce Safety Reports and Recommendations by department.
- r) Perform Safety assessment
- s) Assist in the Development of Emergency Response Plan
- t) Analyze historical losses to target claims drivers
- u) Conduct Safety Training Courses for City Staff

**FEE PROPOSAL**  
**Exhibit B**

CITY agrees that up to the following maximum commissions may be paid to BROKER OF RECORD by the applicable vendors/underwriters and that such commissions shall be based on paid premium or paid premium equivalent;

General Liability  
Auto Liability  
Public Official Errors & Omissions Liability  
Workers Compensation  
Employee Benefits Liability  
Law Enforcement Liability  
Property – Municipal Buildings/Contents  
Property – Water/Sewer Utility Building/Contents  
Excess Workers Compensation  
Equipment Breakdown  
Student Accident  
Pollution Liability  
Cyber and Privacy Risk Liability  
Public Officials Bond  
Vessel Bond  
National Flood Insurance Program (NFIP) Policies

The BROKER OF RECORD shall be compensated by insurers, and shall be capped at an average of 7.3 percent of the total premiums paid for the coverage lines listed above. The BROKER OF RECORD will provide detailed disclosure to the CITY of any and all commissions received by the BROKER OF RECORD from the insurers.

Exception: For the placement of individual policies in the National Flood Insurance Program (NFIP), BROKER OF RECORD shall be permitted to retain commissions. The NFIP program does not allow for any “rebating” or “netting down” of commissions.