

**CONSULTING SERVICES AGREEMENT**  
**INDIAN RIVER COUNTY BOARD OF COUNTY**  
**COMMISSIONERS (COUNTY)**  
**and**  
**SOUTHEAST SERIES OF**  
**LOCKTON® COMPANIES, LLC**

The "Agreement" made and entered into effective as of this 1st day of October, 2017, (the "Effective Date") by and between Indian River County Board of County Commissioners (County), FL, having offices at 1800 27<sup>th</sup> Street, Vero Beach, FL 32960 (hereinafter referred to as "Client"), and Southeast Series of Lockton Companies, LLC, having offices at 3601 SW 160<sup>th</sup> Avenue, Suite 200, Miramar, FL 33027 (hereinafter referred to as "Lockton").

Client wishes to procure certain services that can be performed by Lockton; and Lockton can provide and desires to render to Client such services; and

The parties agree that it would be to their mutual advantage to execute this Agreement and to define the terms and conditions that shall control the rendering of services provided to Client by Lockton.

Now, therefore, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I. Service Period**

This Agreement will be in effect from the Effective Date above on an annual basis and shall automatically renew for annual periods through September 30, 2022 unless earlier terminated in accordance with the provisions of the Agreement.

**II. Service Compensation**

A. All consulting and/or insurance services provided by Lockton as set forth in Addendum A will be performed for an annualized fee of \$89,500 plus any agreed

upon commission for any newly placed benefits and, as applicable, other compensation set forth below. Client acknowledges that, except as otherwise provided herein, this fee may be in addition to certain incentive compensation including contingency payments, bonuses, overrides and/or prizes and awards which Lockton may receive as a result of being Client's insurance broker, as well as base and/or supplemental commissions or other commission-like payments from insurance companies, other intermediaries or other third parties (collectively, "Additional Compensation"). Client consents and agrees to Lockton's ability to receive such Additional Compensation under all circumstances.

- B. The fee will be paid on a quarterly basis.
- C. Payment of all invoices submitted under this Agreement will be made within thirty (30) days. Client grants Lockton a right to setoff any amounts Lockton owes to Client against any unpaid fees Client owes to Lockton.

### **III. Services**

- A. It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Agreement.
- B. It is further agreed that other risk management services may be undertaken that are outside the foregoing scope of services by mutual consent, which consent may be provided that it is acknowledged in writing by either or both of the parties. Amendments may be made to this Agreement as deemed appropriate by both parties.
- C. When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client's employee benefit programs.

However, this may only be done after consultation with and prior written approval by Client. Such intermediaries may or may not be affiliates of Lockton. Lockton will advise Client whether any such intermediary is an affiliate of Lockton. Under all circumstances, any and all compensation earned by any intermediary or outside vendor may be in addition to the compensation paid to Lockton as described herein. Client will not be responsible for compensating an intermediary or outside vendor, unless Client has provided prior written approval of such compensation.

#### **IV. Termination of Services**

Client or Lockton may terminate this Agreement at any time with 90 days' written notice to the other party. Should Client terminate or designate a broker other than Lockton as its broker of record at any time subsequent to the date of this Agreement, Lockton shall immediately cease providing services under this Agreement and will assist in the transition to a new broker/consultant. In such event, Lockton shall bill Client for the services provided up to the effective date of termination on a pro rata basis in accordance with the compensation terms of this Agreement. Lockton shall also be entitled to receive all commission income earned up to the effective date of termination.

#### **V. Additional Obligations of Client/Confidentiality**

- A. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.
- B. Lockton acknowledges that the nature of its relationship with Client is one in which Client shall entrust Lockton as the custodian of certain of Client's information, some of which may be of a confidential or proprietary nature. Lockton shall undertake all reasonable efforts to maintain the integrity of all of Client's information, whether or not such information is confidential or proprietary.

#### **VI. General Conditions**

- A. Neither party shall assign the rights nor duties herein set forth without the prior

written consent of the other party.

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- B. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. Subject to the provisions of Section III.B., this Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.
- C. Lockton shall indemnify, defend, and hold Client, its Commissioners, directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by Client as the result of (i) a material breach by Lockton of any of its obligations under this Agreement or (ii) any willful or negligent conduct of Lockton.
- D. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their addresses set forth in the preamble hereof.
- E. This Agreement shall be governed for all purposes by the laws of the state of Florida. Venue for any dispute will be in Indian River County, and if jurisdiction is in Federal Court, the Southern District of Florida.

## **VII. Public Records Compliance**

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - (1) Keep and maintain public records required by the County to perform the service.
  - (2) Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law.

- (3) 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 the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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 maintains 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 County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:  
(772) 226-1424  
[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)  
Indian River County Office of the County Attorney  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960**

- C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

In witness whereof, the parties hereto have executed the Agreement in duplicate intending each copy to serve as an original as of the day and year first written above.

SOUTHEAST SERIES OF LOCKTON COMPANIES, LLC

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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