
Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and Arthur J. Gallagher Risk Management Services, LLC (hereinafter called BROKER). OWNER and BROKER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

BROKER shall complete all Work as specified or indicated in the Contract Documents. The Work was advertised and awarded through Request for Proposals 2024008, and is generally described as Property and Casualty Insurance Broker Services, and more explicitly defined in Attachment A.

ARTICLE 2 - TERM

The term of the agreement shall begin January 1, 2024 for a one-year period. The agreement may be extended for up to four additional one-year terms. Intent by either party to not renew shall be provided with no less than six months written notice, prior to the end of the current term.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay BROKER fees as detailed in Attachment B.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Method of Payment

Owner shall make only one payment for the entire amount of the contract when the work has been completed. Upon a determination of satisfactory completion, the COUNTY Project Manager will authorize payment to be made. All payments for services shall be made to the BROKER by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.02 Acceptance of Final Payment as Release

The acceptance by the BROKER of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the BROKER other than claims in stated amounts as may be specifically excepted by the BROKER for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the BROKER or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.

ARTICLE 6 - INDEMNIFICATION

6.01 BROKER shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of the BROKER and persons employed or utilized by the BROKER in the performance of the Work.

ARTICLE 7 - BROKER'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement BROKER makes the following representations:

- A. BROKER has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. BROKER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. BROKER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. BROKER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BROKER, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by BROKER, and safety precautions and programs incident thereto.
- E. BROKER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. BROKER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. BROKER has correlated the information known to BROKER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. BROKER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BROKER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to BROKER.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. BROKER is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. BROKER is also responsible for obtaining an affidavit

from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Request for Proposals 2024008
- (3) Addenda
- (4) Broker's submitted proposal
- (5) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (6) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (7) Certification Regarding Lobbying;
- (8) Written amendments issued on or after the Effective Date of the Agreement and executed by both parties.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

OWNER and BROKER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and BROKER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The BROKER shall comply with Florida's Public Records Law. Specifically, the BROKER 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 BROKER 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 BROKER or keep and maintain public records required by the County to perform the service. If the BROKER transfers all public records to the County upon completion of the contract, the BROKER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the BROKER keeps and maintains public records upon completion of the contract, the BROKER 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 BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

(772) 226-1424

publicrecords@indianriver.gov

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

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

Article 10: TERMINATION OF CONTRACT

A. BROKER shall give valid written notice to COUNTY at least one hundred and eighty (180) days prior to cancellation, non-renewal, or restriction of BROKER's obligations under this Agreement. The written notice of cancellation, non-renewal, or restriction of BROKER's obligations under this Agreement shall be delivered by certified mail to:

Risk Manager
Indian River County Board of County Commissioners
1800 27th Street
Vero Beach, FL 32960

B. This Agreement may be canceled at any time at the request of COUNTY with thirty (30) days prior written notice to BROKER stating when thereafter cancellation is to be effective.

C. TERMINATION IN REGARDS TO F.S. 287.135: BROKER certifies that it and those related entities of BROKER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, BROKER certifies that it and those related entities of BROKER as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. OWNER may terminate this Contract if BROKER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. OWNER may terminate this Contract if BROKER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

D. In the event of termination of this Agreement, the earned fees shall be computed on a pro rata basis without penalty and BROKER shall refund to COUNTY the excess of paid fees or other consideration that were received by BROKER within thirty (30) days from the date of termination.

IN WITNESS WHEREOF, OWNER and BROKER have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and BROKER. All portions of the Contract Documents have been signed or identified by OWNER and BROKER or on their behalf.

OWNER:

BROKER:

INDIAN RIVER COUNTY _____

By: _____
Joseph H. Earman, Chairman

By: _____
(BROKER)

By: _____
John A. Titkanich, Jr., County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
William K. DeBaal, County Attorney

Address for giving notices:

Ryan L. Butler, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk
(SEAL)

Agent for service of process: _____

Designated Representative:
Cynthia Stanton, Risk Manager
1800 27th Street, Vero Beach, FL 32960
(772) 226-1287
cstanton@indianriver.gov

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If BROKER is a corporation or a partnership, attach evidence of authority to sign.)

Attachment A – Scope of Services

The Broker will:

PLACEMENT AND INSURANCE MANAGEMENT SERVICES

- Design and market a Property/Casualty Insurance Program that is acceptable to the County. As appropriate and/or at the County's request, provide submissions for alternative program structures, such as different deductibles, limits, etc. or, upon request, other lines of insurance.
- Coordinate with County staff to assure that up-to-date exposure data is incorporated into specifications and issued policies.
- Issue and deliver valid and timely binders for insurance policies purchased by the County. Review binders for accuracy. Immediately request corrections if issued binders are not delivered in accordance with the submission(s).
- Provide summary regarding changes in policy from expiring terms, conditions and deductibles.
- Assure that insurance policies being purchased will be delivered in accordance with the submission(s) that were negotiated and/or accepted by the County.
 - Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the County.
 - Immediately correct policy deficiencies before delivery to the County.
 - Promptly deliver the policies to the County within 60 days of policy inception. If policies are not issued within 60 days of policy inception, follow up with the insurer/wholesaler for receipt of the policy. If any deficiencies from the accepted submission remain, provide a timeline for their resolution to the satisfaction of the County.
- Promptly and accurately process insurance policy endorsements and other change requests as needed.
- Be available to attend up to four risk management meetings per year with the County, as they may be scheduled, and be willing to attend additional meetings if needed.
- Monitor and notify the County of major developments regarding the insurance industry or the County's insurers or policies that may affect the County.
- Respond to coverage or other insurance policy questions as may be presented by the County.
- At least annually, present to County staff a written review, with the premium/claims history of the County, for the policies purchased.
- Coordinate with the County about 120 to 150 days prior to renewals on giving estimates of renewal changes in premium, coverage, policy terms, etc. and in collecting needed renewal rating and background information.
- Present renewal pricing and policy changes to the County at a minimum of 45 days before renewal or at a time agreed upon with the County.
- Obtain proposals from additional insurance markets and provide them to the County with a listing of all companies contacted, detailed spreadsheets of all submissions received and all rejection letters.
- Provide the County with Probable Maximum Loss ("PML") studies.
- Provide final, written renewal submissions to the County on a schedule agreed upon with the County to allow for review of renewals at appropriate County meetings.
- Promptly provide rating data, premium/claims history and other information at the request of the County.
- Fully disclose insurance policy premiums, commissions or all other remuneration, including that of intermediaries, received for the sale of such policies.
- Permit the County to conduct an audit of all remuneration/revenues attributable to the County's account and to fully cooperate with persons designated by the County to perform such audit.

LOSS CONTROL SERVICES

- Develop, with the County's assistance and involvement, loss control programs and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials. Provide reports detailing the loss control activities and results.

CLAIMS ADVOCACY

- Participate in claims review meetings to ensure accuracy of reserves and effective claims management.
- Coordinate claim information with designated adjusters.
- Assist with emergency procedures and disaster planning.
- Assist with claim and coverage disputes
- Assist with claim submissions when required and follow up on refunds from the excess carriers.

Attachment B - Fees

(Proposal pricing form will be used as attachment B)

PROPOSAL PRICING – RFP 2024008 for Insurance Brokers

The proposed annual fee shall be all inclusive, including marketing activity, travel, and any services to be provided throughout the year with respect to the County’s property and casualty insurance program.

Proposer submits the following prices for the work described in this solicitation:

| Property and Casualty Insurance Agent/Broker Services for year | Flat Annual Fee |
|--|-----------------|
| 2024/2025 | \$125,000 |
| 2025/2026 | \$125,000 |
| 2026/2027 | \$125,000 |
| 2027/2028 | \$125,000 |
| 2028/2029 | \$125,000 |

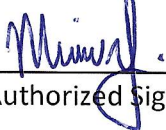
The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Arthur J. Gallagher Risk Management Services, LLC

200 S. Orange Ave., Suite 750

Name of Firm

Address



Orlando, FL 32801

Authorized Signature

City, State, Zip Code

Area President

(407) 538 - 4751

Title

Phone

10/2/23

Michael_Gillon@ajg.com

Date Signed

E-mail