

AMENDMENT TO AGREEMENT
between
INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
and
ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC.
for
PROPERTY AND CASUALTY INSURANCE BROKER SERVICES

THIS AMENDMENT TO AGREEMENT between INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS and ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC. for PROPERTY AND CASUALTY INSURANCE BROKER SERVICES (“Amendment”) is entered into as of the ___ day of February, 2019 by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida, 32960 (“COUNTY”), and Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation authorized to conduct business in the State of Florida, whose address is 200 S. Orange Ave., Suite 1350 Orlando, FL, 32801 (the “BROKER”).

RECITALS

WHEREAS, COUNTY and BROKER entered into an Agreement for Property and Casualty Insurance Broker Services, effective May 1, 2015 (the “Agreement”); and

WHEREAS, The term of the Agreement was for one year and could be extended for up to three additional one-year periods; and

WHEREAS, COUNTY has begun a RFP process for broker services, which will not be completed by April 30, 2019; and

WHEREAS, COUNTY and BROKER are agreeable to extending the Agreement for one more year, subject to the same terms and conditions as set forth in the Agreement, except as set forth below; and

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Amendment of Section 2.1 Term of Agreement**. The second sentence of Section 2.1 – Term of Agreement is amended to read as follows:

“The term of the AGREEMENT is extended through April 30, 2020.”

3. **Amendment of Section 4.7 Public Records**. Section 4.7 shall be deleted in its entirety and replaced to read as follows:

4.7 Public Records

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

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

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

4. **Addition of Section 4.18 Statutory Termination.** Section 4.18 Statutory Termination shall be added to read as follows:

4.18 Termination in Regards to F.S. 287.135:

A. CONTRACTOR certifies that it and those related entities of respondent 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, CONTRACTOR certifies that it and those related entities of respondent as defined above 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.

B. OWNER may terminate this Contract if CONTRACTOR 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.

C. OWNER may terminate this Contract if CONTRACTOR, 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.

5. All other provisions of the Agreement shall remain in full force and effect.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, County and Consultant have executed this instrument this ___ day of February, 2019.

**ARTHUR J GALLAGHER RISK
MANAGEMENT SERVICES, INC.**
200 S. Orange Ave.
Suite 1350
Orlando, FL, 32801

INDIAN RIVER COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

By: _____
Bob Solari, Chairman
Board of County Commissioners

Attest:

Approved by BCC _____

By: _____
Secretary

Attest:
Jeffrey R. Smith, Clerk of Circuit Court
and Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

Dylan Reingold
County Attorney