

**AGREEMENT BETWEEN THE CITY OF COOPER CITY
AND RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION GEHRING GROUP) D/B/A
RISK STRATEGIES COMPANY**

THIS IS AN AGREEMENT ("Agreement"), dated the 10th day of April, 2024,
by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION GEHRING GROUP) D/B/A RISK STRATEGIES COMPANY, a Delaware corporation, located at 3500 Kyoto Gardens Dr., Palm Beach Gardens, 33410, (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide Insurance Agent Broker Services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Bid RFP 2022-03 AND RESOLUTION 2022-027 between CITY OF PARKLAND and the CONTRACTOR for the Insurance Agent Broker Services ("CITY Agreement"). The CITY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the CITY Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the CITY Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the CITY Agreement; and

WHEREAS, the City has reviewed the scope of services of the competitively bid CITY Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of April 9, 2024, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the CITY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the CITY Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit "B"**.
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the CITY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on September 30, 2024. Subject to any renewal as provided in

the CITY Agreement, it is expressly stipulated and agreed that this agreement shall run concurrently and in conjunction with the CITY agreement throughout the specified term.

Section 3. In all other respects, the terms and conditions of the CITY Agreement, are hereby ratified and shall remain in full force and effect under this “piggybacking” arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
 2. Upon request by City's records custodian, provide City with a copy of 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.
 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 this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements, except where inconsistent with applicable law, regulation, or policy regarding CONTRACTOR's document retention obligations.
 5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300,

PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Ryan Eggleston
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Legal Department
**RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION
GEHRING GROUP) D/B/A RISK STRATEGIES COMPANY**
3500 Kyoto Gardens Dr.
Palm Beach Gardens, 33410

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor

shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: [Signature]
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: [Signature]
CITY ATTORNEY

WITNESSED BY:

Signature

Print Name

CITY OF COOPER CITY, a Florida municipal corporation

BY: [Signature]
CITY MANAGER

BY: [Signature]
CITY MAYOR

RSC INSURANCE BROKERAGE, INC.
(INCLUDING ITS DIVISION GEHRING GROUP)
D/B/A RISK STRATEGIES COMPANY, a

Delaware corporation

BY: [Signature] March 26, 2024
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Name: Kurt Gehring

Title: Managing Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kurt N. Gehring, as Managing Director of **RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION GEHRING GROUP) D/B/A RISK STRATEGIES COMPANY**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Managing Director, as RSC Insurance Brokerage, Inc. **RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION GEHRING GROUP) D/B/A RISK STRATEGIES COMPANY**, and who is personally known to me or has produced personally known as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 20____.

NOTARY PUBLIC

Print or Type Name

My Commission Expires: _____

INSURANCE AGENT BROKER SERVICES CONTRACT

THIS CONTRACT (the “Contract”) is entered into and dated 7/15/2022, by and between the CITY OF PARKLAND, FLORIDA, a Florida municipal corporation, whose address is 6600 University Drive, Parkland, Florida 33067 (the “CITY”) and RSC INSURANCE BROKERAGE, INC. d/b/a GEHRING GROUP, a Florida corporation whose address 3500 Kyoto Gardens Dr., Palm Beach Gardens, Florida 33410 (the “CONTRACTOR”).

WITNESSETH:

WHEREAS, pursuant to RFP No. 2022-03 (the “RFP”) the CITY accepted competitive proposals for Insurance Agent Broker Services (the “Services”); and

WHEREAS, on June 15, 2022, the City Commission approved Resolution 2022-027, awarding a contract to CONTRACTOR for the Services; and

WHEREAS, the CONTRACTOR will provide insurance agent broker services including plan design, implementation, analysis, compliance, maintenance, improvement and communications for the City’s health and wellness benefit program for employees, in compliance with all applicable laws, as delineated in the RFP; and

NOW THEREFORE, the CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are acknowledged, agree as follows:

ARTICLE 1

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above reference Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, attached hereto as Exhibit A, together with Contractor’s Proposal to the RFP, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions. The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR’S obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The City Manager shall appoint a Contract Administrator to act on behalf of the CITY with respect to this Contract.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and price as set forth in the RFP and the CONTRACTOR’S Proposal in response to the RFP. When the terms and conditions of this Contract may be read as

consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. **Where terms and conditions of this Contract contradict anything as set forth in the RFP or the Proposal, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.**

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract,

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 This Agreement shall commence on October 1, 2022 and shall remain in effect for two (2) years, unless terminated earlier as provided in this Contract. The CITY reserves the right to renew the Contract for three (3) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for services at the rate in effect when this extension clause is invoked by the CITY.
- 2.2 In the event services are scheduled to end because of the expiration of the Contract, the CONTRACTOR shall continue the Services upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 In consideration for the Services, the CITY agrees that CONTRACTOR will receive commissions from the carriers as set forth in **Exhibit C** (Additional Terms and Conditions).

ARTICLE 4

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, including, without limitation, and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY'S option, pay for an attorney selected by the City Attorney to defend CITY.

The provision and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY'S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 5

INSURANCE

CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Contract the insurance coverage required in the RFP. Evidence of said insurance shall be provided within five (5) days of execution of this Contract by the City or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

- 6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in the written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiable terminated for cause, such termination shall be deemed a termination for convenience,

which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 6.2 The CITY may terminate this Contract for cause for reasons including, but not limited to, CONTRACTOR'S repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. CITY will provide CONTRACTOR written notice of the failure and CONTRACTOR shall have 30 days to cure performance before the Contract is automatically terminated for cause.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.
- 6.6 Should at any time during the term of this Contract, the CITY determine that CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.
- 6.6.1 In the event the CONTRACTOR is terminated, the CITY may assign the Contract to another Contractor, or seek a new Contractor, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal rights and remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

- 7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractor or subContractors, except that any project assisted by the U.S Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.
- 7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (the "ADA") in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become to property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subContractors that are related to the Work or Services provided under this Agreement. CONTRACTOR and its subContractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Services.

All books, records, and accounts of CONTRACTOR and its subContractors shall be kept in written form, or in a form capable of conversion into writing form within a reasonable time, and upon request to do so, CONTRACTOR or its subContractors, as applicable, shall make same available at no cost to CITY in written form.

8.3 PUBLIC RECORDS

The CONTRACTOR shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, 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 this chapter 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 City.
4. Upon completion or earlier termination 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 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. **REQUEST FOR RECORDS; NONCOMPLIANCE.—**
 - (a) A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (b) If a CONTRACTOR does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with this Contract.
 - (c) A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

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 (954) 757 4132, cityclerk@cityofparkland.org, OR BY MAIL
CITY OF PARKLAND – CITY CLERK’S OFFICE 6600 UNIVERSITY
DRIVE, PARKLAND, FL 33067.**

8.4 BACKGROUND CHECKS:

The City reserves the right to require background checks of any personnel assigned by CONTRACTOR to perform services under this CONTRACT.

8.5 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices, etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complains concerning the CITY available to the Office of the CITY Manager for action as required.

8.6 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, Contractor, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subContractor, or Contractor under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY’s competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133,

Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.7 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be by employees or sub-Contractors of CONTRACTOR and subject to the supervision of CONTRACTOR and not as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Contract shall be the sole responsibility of CONTRACTOR. In providing such Services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR’S agents any authority of any kind to bind CITY in any respect whatsoever.

In providing the services, CONTRACTOR shall determine the employees and subContractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be not be entitled to any CITY employment benefits of any kind whatsoever.

8.8 SCRUTINIZED COMPANIES

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8.9 E-VERIFY

CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this

Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

8.10 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.11 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City Manager
Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONTRACTOR:

Kurt Gehring, CEO
RSC INSURANCE BROKERAGE, INC. d/b/a GEHRING GROUP
3500 Kyoto Gardens Dr.
Palm Beach Gardens, Florida 33410

8.12 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent. CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.13 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by a court. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action of in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subContractors to perform any services required by this Contract, CONTRACTOR agrees to require such subContractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.14 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty and obligation set forth herein and bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY'S failure to enforce any provision of this Contract shall not be deemed a waiver of such a provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.15 COMPLIANCE WITH LAWS AND PUBLIC RECORDS OBLIGATIONS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Contract. The CONTRACTOR shall be obligated to comply with Chapter 119 Public Records Law as set forth in the RFP, this Contract and as required by the law.

8.16 SEVERANCE

If any provision of this Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

8.17 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall interpreted as to its fair meaning and not strictly for or against any party.

8.18 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.19 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same of similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.20 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of

this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.21 INCORPORATION BY REFERENCE

The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The RFP, attached as Exhibit “A,” and Contractor’s Proposal to the RFP, attached as Exhibit “B,” and the Additional Terms and Conditions, attached as Exhibit “C,” are incorporated into and made a part of this Contract.

8.22 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signed this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.23 MULTIPLE ORIGINALS

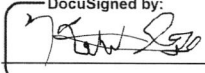
Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

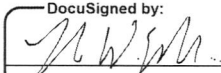
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IN WITNESS WHEREOF the parties have caused these presents to be executed.

CONTRACTOR

CITY OF PARKLAND

By:  _____
DocuSigned by:
CAB7483732094D0...
Title: President

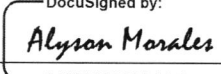
By:  _____
DocuSigned by:
DFE1B652D55C410...
MAYOR

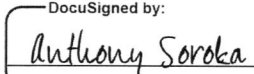
Printed Name: Kurt Gehring

Printed Name: Richard walker

ATTEST:

APPROVED AS TO FORM:

By:  _____
DocuSigned by:
916C16C9CBDC416...
CITY CLERK

By:  _____
DocuSigned by:
5CAA0437D59A4C4...
CITY ATTORNEY

Printed Name: Alyson Morales

Printed Name: Anthony Soroka

EXHIBIT "A"

RFP 2022-03 INSURANCE AGENT BROKER SERVICES

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EXHIBIT "B"

CONTRACTOR'S PROPOSAL TO THE RFP

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EXHIBIT "C"**ADDITIONAL TERMS AND CONDITIONS****Commission rate effective October 1, 2022:**

COVERAGE	COMMISSION RATE	Percent Spelled Out
Medical	4.5%	Four and one-half percent
Dental	5%	Five percent
Vision	5%	Five percent
Life and AD&D	5%	Five percent
Long Term Disability	5%	Five percent
Employee Assistance Plan	10%	Ten percent
Pet Insurance	10%	Ten percent
Supplemental	15% or Carrier default	Fifteen percent or Carrier default

Commission rate effective October 1, 2024:

COVERAGE	COMMISSION RATE	Percent Spelled Out
Medical	4%	Four percent
Dental	5%	Five percent
Vision	5%	Five percent
Life and AD&D	5%	Five percent
Long Term Disability	5%	Five percent
Employee Assistance Plan	10%	Ten percent
Pet Insurance	10%	Ten percent
Supplemental	15% or Carrier default	Fifteen percent or Carrier default