

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 20th day of August 2019, 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 ("City"),

and

THE GEHRING GROUP, INC., a corporation whose address is 4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, Florida 33410, hereinafter "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 certain insurance brokerage services to relating to its employee benefits program; 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 the Agreement for Insurance Brokerage Services, between the City of Greenacres and the CONTRACTOR for the marketing and public relations related services dated May 6, 2019 ("Greenacres Agreement"). A copy of the Greenacres Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and,

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

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

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

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

WHEREAS, at its meeting of August 20th, 2019, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; an

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 Greenacres 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 Greenacres Agreement, except said Work shall be performed in and for the City.
- 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 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.
- D. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

Section 3. In all other respects, the terms and conditions of the Greenacres 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. The term of this Agreement is effective upon approval by the City Commission, and shall remain in effect for a term of one (1) year unless terminated sooner in

accordance with the Greenacres Agreement. This Agreement may be renewed for up to four (4) one (1) year renewal terms, subject to the mutual written consent of the parties.

Section 5. 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.
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, KSIMS@COOPERCITYFL.ORG OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 6. 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 7. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. **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: Kathryn Sims
Interim 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: The Gehring Group
4200 Northcorp Parkway, Ste. 185
Palm Beach Gardens, FL 33410
contracts@gehringgroup.com

Section 9. 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 10. 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.

(REMAINDER INTENTIONALLY LEFT BLANK)

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

CITY OF COOPER CITY, a Florida municipal corporation

BY: [Signature]
Kathryn Sims, Interim City Manager

ATTEST:

BY: [Signature]
Jenna Montoya, Acting City Clerk

APPROVED AS TO LEGAL FORM:

BY: [Signature]
Jacob G. Horowitz, Esq.
City Attorney

WITNESSED BY: [Signature]

Cindy A Thompson
Print name

Diana Soriano
Diana Soriano
Print name

THE GEHRING GROUP

BY: [Signature]
Name: KURT N. Gehring
Title: President

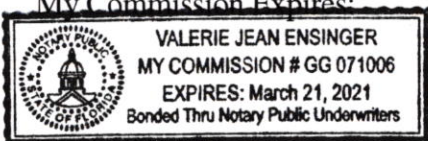
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kurt Gehring President of **The Gehring Group**, 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 Kurt Gehring as President of **The Gehring Group**, 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 7th day of August, 2019.

[Signature]
NOTARY PUBLIC
Valerie Jean Ensinger
Print or Type Name

My Commission Expires:





**Cooper City Commission Meeting
Agenda Item Request Form**

Commission Meeting/Workshop Date: August 20, 2019

Requesting Department: Administration

Subject: Agent of Record (AOR) – Gehring Group

Section:

Presentation

Consent

Regular

Discussion

Background and Recommendation (attach backup material to Item Request Form):

At the May 28, 2019 meeting the City Commission accepted the Finance Advisory Board's recommendation to direct staff to issue a RFQ for an Agent of Record to assist the City in purchasing and maintaining insurance coverage. Staff have reviewed the attached RFQ from the City of Greenacres and award to The Gehring Group as Greenacres was working with FMIT prior to entering into a contract with Gehring.

A partial list of the services to be provided is included below and is listed in more detail in the presentation of services provided as backup.

Review and make recommendations regarding existing benefits and program administration to include:

- Analysis and consultation of various funding types and risk levels
- Benefit plan design review and cost structure analysis
- Board/employee-retiree contribution analysis
- Evaluate core and voluntary coverage offerings and review of any potential coverage gaps
- Network disruption and discount analysis
- Periodic review of market trends and innovative product rollouts
- Consistent monitoring and analysis of claims experience to identify any areas of over utilization and recommend plan modifications if necessary (based on carrier's capabilities)

Renewal & Benefits Marketing Services

- Conduct pre-renewal strategy meeting 5-6 months prior to renewal to discuss the needs and goals of the City, satisfaction with existing carriers, marketing strategy and renewal process timeline
- Independent renewal projections
- Establish renewal/market assessment timeline of expectation
- Request early first offer of renewal

- Review renewals and negotiate with current carriers to obtain best possible costs & benefit levels
- Market all lines of coverage as required, request quotes for alternate plans and pertinent information necessary for carrier selection
- Analyze a variety of funding alternatives such as self-insurance, fully-insured plans, minimum premium, contingent premium, participating contracts, and high deductible plans to determine the most cost effective option
- Present renewal with competitive alternatives and creative strategies
- Provide renewal recommendation including any plan changes or contribution alternatives

The compensation paid to The Gehring Group is paid via commissions paid by the Insurance Carriers as follows:

Benefit	Commission Paid by Insurance Carrier
Medical	4%
Dental	5%
Life & AD&D	10%
Vision	10%
Disability (LTD & STD)	10%

In addition to the Contract with The Gehring Group, a Business Associate Agreement is requested which allows the Gehring Group to create, use, or disclose Protected Health Information or Electronic Protected Health Information on behalf of the City.

City Staff are recommending the City enter into a contract piggybacking off the Greenacres award to obtain our City insurance renewal for FY 2021.

Approvals:

Finance Director _____

City Manager _____



City Clerk _____

*Approved
by Commission
on 8-20*