

CM/rrp
04/10/2025

RESOLUTION NO 2025 - 059

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND GALLAGHER, INC, A FLORIDA CORPORATION, FOR CONSULTING SERVICES TO CONDUCT A NEEDS ASSESSMENT RELATED TO PROPERTY AND CASUALTY INSURANCE PREMIUMS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") desires to engage a consultant to conduct a needs assessment related to Property and Casualty Insurance premiums (the "Project"); and

WHEREAS, Gallagher, Inc., a Florida corporation, (the "Vendor") has the necessary qualifications and expertise to complete the Project; and

WHEREAS, the Vendor and the City desire to enter into that certain contract to complete the Project by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, completing the Project by engaging the Vendor's services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products and services in the Agreement to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's

Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

THIS SERVICES AGREEMENT is by and between CITY OF LAKE CITY, a Florida municipality 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 is a piggyback agreement to what was advertised and awarded by Indian River County through Request for Proposals 2024-008, 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 on January 1, 2025, for a one-year period. The agreement may be extended for up to four additional one-year terms.

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 on October 1, 2025. Upon a determination of satisfactory completion, the CITY Project Manager will authorize payment to be made. All payments for services shall be made to the BROKER by the CITY 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 with the general, local conditions that may affect the cost, progress, and performance of the Work.
- C. BROKER is familiar with and satisfied with all federal, state, and local laws and regulations that may affect the 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 related to the Work to be performed by OWNER and others at the Site 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 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments;
- (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;
- (9) Non-Collusion Affidavit;
- (10) E-Verify Affirmation Statement;
- (11) Human Trafficking Affidavit.

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). 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. 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*

The laws of the State of Florida shall govern this Agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in the Third Judicial Circuit of Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Middle District of Florida.

9.06 *Public Records Compliance*

A. City of Lake City 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 City to perform the service.
- (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 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 City
- (4) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the BROKER or keep and maintain public records required by the CITY to perform the service. If the BROKER transfers all public records to the CITY 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 CITY, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the CITY.

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:

(386) 719-5826 OR (386) 719-5756
CITYCLERK@LCFLA.COM
CITY CLERKS OFFICE
205 N MARION AVE., LAKE CITY, FL 32055

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 CITY 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:

PROCUREMENT DIRECTOR
CITY OF LAKE CITY
205 N MARION AVE., LAKE CITY, FL 32055

B. This Agreement may be canceled at any time at the request of CITY 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 CITY the excess of paid fees or other consideration that were received by BROKER within thirty (30) days from the date of termination.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

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

OWNER:

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

EXHIBIT-NOT FOR EXECUTION

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

EXHIBIT-NOT FOR EXECUTION

Audrey E. Sikes, City Clerk

BROKER:

Arthur J. Gallagher Risk Management
Services, LLC

EXHIBIT-NOT FOR EXECUTION

By _____, its _____

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

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 CITY. As appropriate and/or at the CITY's request, provide submissions for alternative program structures, such as different deductibles, limits, etc. or, upon request, other lines of insurance.
- Coordinate with CITY 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 CITY. 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 submissions that were negotiated and/or accepted by the CITY.
 - o Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the CITY.
 - o Immediately correct policy deficiencies before delivery to the CITY.
 - o Promptly deliver the policies to the CITY 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 CITY.
- 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 CITY, as they may be scheduled, and be willing to attend additional meetings if needed.
- Monitor and notify the CITY of major developments regarding the insurance industry or the CITY's insurers or policies that may affect the CITY.
- Respond to coverage or other insurance policy questions as may be presented by the CITY

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

- At least annually, present to CITY staff a written review, with the premium/claims history of the CITY, for the policies purchased.
- Coordinate with the CITY 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 CITY at a minimum of 45 days before renewal or at a time agreed upon with the CITY.
- Obtain proposals from additional insurance markets and provide them to the CITY with a listing of all companies contacted, detailed spreadsheets of all submissions received and all rejection letters.
- Provide the CITY with Probable Maximum Loss ("PML") studies.
- Provide final, written renewal submissions to the CITY on a schedule agreed upon with the CITY to allow for review of renewals at appropriate CITY meetings.
- Promptly provide rating data, premium/claims history and other information at the request of the CITY.
- Fully disclose insurance policy premiums, commissions or all other remuneration, including that of intermediaries, received for the sale of such policies.
- Permit the CITY to conduct an audit of all remuneration/revenues attributable to the CITY's account and to fully cooperate with persons designated by the CITY to perform such audit

LOSS CONTROL SERVICES

- Develop, with the CITY'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 - Proposal Pricing

2024-008 RFP for Insurance Brokers

PROPOSAL PRICING - RFP 2024-008 for Insurance Brokers

The proposed annual fee shall be all inclusive, including marketing activity, travel, and any service provided throughout the year with respect to the CITY'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
2025-2026	\$125,000
2026/2027	\$125,000
2027/2028	\$125,000
2028/2029	\$125,000
2029/2030	\$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 provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Arthur J. Gallagher Risk Management Services, LLC _____
Name of Firm Address

Authorized Signature City, State, Zip Code

Title Phone

Date Signed E-mail

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION