

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: August 18, 2021

Presenter's Name and Title: Randy Cross, Human Resources Director

Prepared By: Sheron Harding, Interim Assistant Human Resources Director

Temp. Reso. Number: R7447

Item Description: Temp. Reso. #R7447, AUTHORIZING THE CITY MANAGER TO EXERCISE THE SECOND ONE-YEAR RENEWAL OPTION OF THE PROPERTY & CASUALTY INSURANCE BROKER CONTRACT WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. (ARTHUR J. GALLAGHER), FOR THE PERIOD OCTOBER 1, 2021 TO OCTOBER 1, 2022, (*Director of Human Resources Randy Cross*)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Renewal for the second optional year is exercised upon the same terms and conditions as the original agreement for October 1, 2017 to October 1, 2020. There is no direct cost associated with this agreement. The current "Broker of Record", Arthur J. Gallagher is paid by the Insurance Carriers, on a commission basis, thus a percentage of the various insurance premiums being paid by the City. Commission is capped at 5% and a total amount not-to-exceed \$110,000.



Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR7447**
 - **Exhibit A: Second Renewal Agreement with Arthur J. Gallagher**
- **Attachments:**
 - **Attachment 1: Existing Agreement with Arthur J. Gallagher Risk Management Services, Inc.**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM:  Vernon E. Hargray, City Manager 

BY: Randy Cross, Human Resources Director

DATE: August 12, 2021

RE: Reso. No. 7447, Approving the Second Optional One-Year Renewal with Arthur J. Gallagher Risk Management Services, Inc., for Property and Casualty Insurance Broker Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R7447, for the second one-year renewal option of the 2017 contract with Arthur J. Gallagher Risk Management Services, Inc. ("Arthur J. Gallagher") for Property and Casualty Insurance Broker Services; and, authorizing the City Manager to exercise the second of two (2) one-year renewal options for the 12-month period from October 1, 2021 to October 1, 2022.

ISSUE: Pursuant to City Code, approval of the City Commission is required for the purchase of goods or service in excess of \$75,000 by a single department from the same person or entity in a single fiscal year.

BACKGROUND: The City has consistently contracted for the services of Property and Casualty Insurance Brokers for procuring insurance policies and to provide risk management related services for the City. On May 1, 2017, Request for Proposals No. 17-04-13 was advertised for Property and Casualty Insurance Broker Services. The contract was awarded to Arthur J. Gallagher.

Arthur J. Gallagher satisfactorily performed the duties of the contract. The first one-year renewal option for October 1, 2020 to September 30, 2021 was exercised on the same terms and conditions as per the 2017 contract. On March 3, 2021, by Resolution # 21-65, City Commission approved the City's insurance coverages recommended by Arthur J. Gallagher for the April 2021 to April 2022 insurance year. This is the final renewal of this contract and the City will be conducting a new procurement process for services.

Fees paid for services rendered under this contract are based on commission paid by the Insurance Carriers at a rate of 5% with a total commission capped at \$110,000 on all insurance policies, except for broker services fees for flood insurance policies, which are based on commission from Insurance Carriers at a rate of 22%.

DISCUSSION: Broker Services for Property and Casualty Insurance is needed for procuring insurance policies and to provide risk management related services for the City. The City's Insurance Broker, Arthur J. Gallagher, conducts extensive strategic review of the City's insurance position and negotiate with various insurance carriers regarding the various categories of coverage; especially categories that had the potential for high increase in premium, and in consultation with staff select the best cost-effective coverage for the City.

ANALYSIS: The proposed Broker Services are needed to assist the City's in procuring insurance coverage for the City's physical assets and other potential liabilities. Renewal for the second optional year is exercised upon the same terms and conditions as the original agreement for October 1, 2017 to October 1, 2020. There is no direct cost associated with this agreement. Broker Services fees are paid by the Insurance Carriers, on a commission basis.

Temp. Reso. No. 7447
8/5/21
8/10/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXERCISE THE SECOND OF TWO (2) ONE-YEAR RENEWAL OPTIONS OF THE PROPERTY & CASUALTY INSURANCE BROKER SERVICES CONTRACT WITH ARTHUR J. GALLAGHER SERVICES, INC. (ARTHUR J. GALLAGHER) FOR THE PERIOD OF OCTOBER 1, 2021, TO OCTOBER 1, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes the services of a property and casualty insurance broker to assist in the brokering of various non-benefit insurance coverages required by the City's Comprehensive Risk Management Program; and;

WHEREAS, on May 1, 2017 the City advertised Request for Proposals No. 17-04-13 (the "RFP") and awarded a contract for three (3) years with two (2) optional years to Arthur J. Gallagher Risk Management Services, Inc. ("Arthur J. Gallagher") the highest ranked firm resulting from the RFP process; and

WHEREAS, staff is satisfied with the services provided by Arthur J. Gallagher during the three year contract term and the first optional year of the initial agreement and recommends approval of the second one-year renewal option; and

Reso. No. _____

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8/10/21

WHEREAS, Arthur J. Gallagher will continue to provide Property & Casualty Insurance Broker Services on a commission basis, at a rate of 5% to a capped amount of \$110,000 on all insurance policies, paid by the various Insurance Carriers, and

WHEREAS, pursuant to City Code, approval of the City Commission is required for purchases in excess of \$75,000 by a single department from the same person or entity in a single fiscal year; and

WHEREAS, the City Manager recommends approval of the second one-year renewal option agreement ("Renewal Agreement") with Arthur J. Gallagher Risk Management Services, Inc., attached as Exhibit "A" for the provision of Property & Casualty Insurance Broker Services; and

WHEREAS, the City Commission, upon recommendation of City staff, believes that it is in the best interest of the citizens and residents of Miramar to authorize the City Manager to execute the second one-year renewal option of the property and casualty insurance broker services agreement with Arthur J. Gallagher.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Manager of the City of Miramar, Florida is authorized to execute the second year option of two (2) one year renewal options of the Property & Casualty Insurance Broker Services with Arthur J. Gallagher Services Risk Management Services, Inc., attached as Exhibit “A”, for the period of October 1, 2021 to October 1, 2022, together with such non-material changes as are acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

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8/5/21
8/10/21

PASSED AND ADOPTED this _____ day of _____, _____

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

SECOND RENEWAL AGREEMENT

FOR

PROPERTY & CASUALTY INSURANCE BROKER SERVICES

This Agreement (the "Second Renewal Agreement") is entered into this ____ day of _____, 2021, between the City of Miramar (hereinafter "City") and Arthur J. Gallagher Risk Management Services, Inc. (hereinafter "Contractor").

RECITALS:

WHEREAS, the City awarded Request for Proposals No. 17-04-13 and entered into agreement for Property & Casualty Insurance Broker Services (the "Original Agreement") with the Contractor for an initial term of three years with the option to renew for two additional one-year terms; and

WHEREAS, the commencement date of the initial one-year term of the Agreement was effective on October 1, 2017 and expired on September 30, 2020; and

WHEREAS, the City exercised the option to renew for the first renewal term from October 1, 2020 through September 30, 2021; and

WEHREAS, the City wishes to exercise the option to renew the Property & Casualty Insurance Broker Services agreement with the Contractor for the second one-year renewal period term commencing October 1, 2021 through September 30, 2022; and

WHEREAS, on _____, 2021 the City Commission adopted Resolution No. _____ and approved the second renewal agreement with the contractor.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in the Original Agreements, the First Renewal Agreement together with any agreed upon changes made during this renewal term, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.

2. The Agreement shall be renewed for an additional one-year term from October 1, 2021 to September 30, 2022.

3. That the following language shall be added and made part of the agreement:

E-Verify:

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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.

4. All covenants, terms, and conditions contained in the Original Agreement, the first renewal agreement and this Second Renewal Agreement with the sole exception term of the agreement and the language added referencing E-Verify and Scrutinized Company, shall remain in full force and effect through this renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

Dated: _____

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

CONTRACTOR

WITNESS:

By: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

(CORPORATE SEAL)

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
FOR
PROPERTY & CASUALTY INSURANCE BROKER SERVICES

This Agreement is entered into this 23 day of August, 2017, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation, with its principal business address located at 2850 W. Golf Road, Rolling Meadows, IL 60008, hereinafter referred to as "Contractor".

WHEREAS, the City issued Request for Proposals No. 17-04-13 for PROPERTY & CASUALTY INSURANCE BROKER SERVICES (the "RFP"); and

WHEREAS, the Contractor was determined to be the highest evaluation scoring, responsive, responsible Proposer and whose proposal was most advantageous to the City; and

WHEREAS, on August 23, 2017, the City Commission approved the ranking and award of the RFP to Contractor subject to execution of an appropriate agreement for an initial term of three (3) years, with two (2) one-year renewal options.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Contractor agree as follows:

SECTION 1
SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

Contractor will place the following lines of insurance coverage for the City, and will

use its commercial best efforts to secure such insurance coverages on City's behalf: Premier Public Excess Aggregate Package; Excess Property; Excess Workers Compensation and Employers Liability; Public Officials and Employment Practices Liability; Pollution Liability and Remediation Expense, E.M.T. Professional Liability; Boiler and Machinery; Accidental Death and Dismemberment; Excess Crime; Property Terrorism; Parking Lot General Liability; Cyber Security; Pension Trust Fiduciary and any other insurance coverage that is necessary for the City. In the event an insurance company cancels or refuses to place such insurance coverages, Contractor will use its commercial best efforts to obtain the coverage from another insurance company. Contractor's Services shall also include facilitating any changes desired by the City to lines of coverage already placed.

This Agreement is subject to, and Contractor shall provide Services in accordance with, the scope of services, terms, conditions and requirements of City of Miramar Request for Proposals No. 17-04-13 (the "RFP"); the Contractor's Proposal, as accepted by the City; and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this contract, the RFP and the Proposal, the conflict shall be resolved in the following order of priority: terms of this contract; terms of the RFP; terms of the Proposal.

SECTION 2

COMPENSATION

In consideration for the Services to be provided by Contractor, Contractor shall receive from the insurance carriers a five percent (5%) commission capped at \$110,000 annually, except for flood insurance policies. It shall be understood that once the annual total of projected commissions reaches \$110,000, any remaining coverages shall be negotiated net of commission. This cap will also apply to changes in premium resulting from changes desired by the City to already placed lines of coverage. All commissions or any other form of compensation paid to intermediaries (such as wholesale insurance brokers) by insurance companies, trusts, insurance pools or purchasing groups shall also be limited or capped to five percent (5%) of the earned premium. With respect to flood policies placed through NFIP, NFIP flood policies are standard and the rates are prescribed by FEMA. They are subject to a system of uniform national pricing (the coverage and cost of these policies are the same, regardless of the insurance company or broker). Compensation for Contractor will therefore be derived from the insurer in the form of a standard commission percentage, and shall not be subject to the annual cap discussed above.

Contractor will fully disclose, at any and all times requested by City, all commissions and any other form of compensation it receives, as well as received by any intermediary (such as wholesalers), in the placement of insurance coverages for the

City.

In the event of City's termination of this Contract prior to the end of the Contract Term pursuant to Section 4 or Section 7, Contractor shall only be entitled to compensation earned prior to the effective date of termination.

SECTION 3

TERM OF AGREEMENT

The term of this Agreement shall be for a period of three (3) years commencing on October 1, 2017, with two (2) one-year renewal options. Renewal after the initial term may be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Contractor prior to the expiration date of the existing contract or any valid extension thereof, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a ninety (90) day extension of this contract in accordance with its terms and conditions; and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of one hundred eighty (180) days.

SECTION 4

TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor thirty (30) calendar days written notice. Either party may terminate this Agreement for cause by giving the other party five (5) calendar days written notice upon the failure of that party to cure any default after being provided with written notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 5

INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's

compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including reasonable attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement. Without limiting the foregoing, Contractor shall only be liable for actual damages incurred, and shall not be liable for any indirect, consequential or punitive damages.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured. Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

<u>General Liability</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Professional Liability	\$500,000	\$1,000,000
<u>Workers' Compensation</u>		
Statutory Amount		

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance and

endorsement. The City of Miramar shall approve such certificates prior to the performance of any services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

SECTION 9

MISCELLANEOUS

Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the services specified herein.

SECTION 10

AUDIT AND INSPECTION RIGHTS

- 10.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.
- 10.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11
AMENDMENTS AND ASSIGNMENT

- 11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
- 11.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.
- 11.3 Contractor shall not transfer or assign the performance of services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For Contractor: Zeb Holt, Area President-South Florida
 Arthur J. Gallagher Risk Management Services, Inc.
 8333 NW 53rd Street
 Suite 600
 Miami, FL 33166

For City: Kathleen Woods-Richardson,
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-3672

With Copy to: Jamie Alan Cole, Esquire
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 14 **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

SECTION 15 **PUBLIC RECORDS**

- A. Public Records: Contractor shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by 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 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement

shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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.

SECTION 18
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Agreement.

SECTION 19
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 20
JOINT PREPARATION


The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by the Contractor, by and through its Area President-South Florida, attested to and duly authorized to execute same.

CITY

ATTEST

CITY OF MIRAMAR

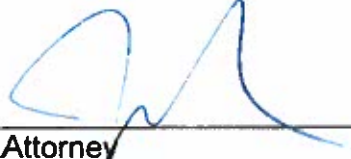

Denise A. Gibbs, CMC, City Clerk

By: 
Kathleen Woods-Richardson,
City Manager

Date: 9/28/17




APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR ONLY:



City Attorney
Weiss Serota Helfman
Cole & Bierman, P. L. *ECG*

CONTRACTOR

WITNESSES:

ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.

8/1/17
Print Name: Lisa Rodriguez

Print Name: Maria Tellez

By: 
Title: AREA PRESIDENT
Date: 8/24/17