

## **CONTRACT FOR BROKER AND BENEFITS CONSULTING SERVICES FOR HEALTH AND GROUP LIFE PLANS**

**THIS CONTRACT** ("Contract") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024 between the CITY OF GAINESVILLE, a Florida municipal corporation ("City"), and RSC INSURANCE BROKERAGE, INC, a Delaware corporation registered to do business in Florida doing business as Gehring Group ("Contractor"), taken together shall be known as "Parties."

**WHEREAS**, City has obtained invitations to negotiate for professional insurance brokerage services relating to the placement of the City's Group Health and Life Insurance programs and has awarded said Contractor; and

**WHEREAS**, Contractor has proposed to provide such services to the City that the City finds reasonable and acceptable;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

### **1. EFFECTIVE DATE AND TERM OF CONTRACT.**

The term of the Contract shall commence upon execution and shall continue for a period of five (5) years unless earlier terminated.

### **2. SCOPE OF SERVICES.**

Contractor agrees to provide services detailed below to the City concerning its Health and Life Insurance Programs. Specific services will be directly provided by the Contractor and the Contractor will assist the City to provide oversight.

- a. Control Health and Group Life plan costs for the City.
- b. Consult, market and recommend multiple options for Health and Group Life plans.
- c. Quantify and provide the value of the fully insured, self-insured, and Group life models.
- d. Ability to market and recommend Tele Mental Health services for the City's Employee Assistance Program.
- e. Provide premium development support.
- f. Provide ongoing plan performance monitoring, plan performance forecasting, claims experience analysis, benchmarking, and reporting.
- g. Provide consulting and educational services in the compliance areas relating to Health and Group Life plans.
- h. Engage City Staff for feedback to determine expectations of benefits offerings to add value to the program.
- i. Offer additional discounts for phone, car insurance, travel, etc.
- j. Must consistently maintain and allocate sufficient staffing resources to provide timely service for the City's Employee Benefits broker/consulting needs.
- k. Must maintain staff that are qualified and available to provide specialized technical expertise in various disciplines as necessary.
- l. Consistently maintain and allocate sufficient staffing resources to provide timely service for the City's Employee Benefits broker/consulting services needs.
- m. Maintain staff that are qualified and available to provide specialized technical expertise in various disciplines as necessary.

**3. CONTRACT DOCUMENTS.**

- A. The Contract consists of the following documents that are incorporated by reference (collectively the 'Contract Documents'):

  - 1. This Contract
  - 2. Addendum 1 posted on October 20, 2023
  - 3. Invitation to Negotiate (ITN) RMDX-230059-GD posted on October 12, 2023
  - 4. Contractor's response to Follow-Up Questions and best and final offer, submitted January 15, 2024
  - 5. Contractor's Proposal dated October 31, 2023

- B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

**4. TIME FOR PERFORMANCE.**

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work by July 1 for each Contract year, beginning July 1, 2024 for Contract year 1.

**5. COMPENSATION/PAYMENT.**

City will pay Contractor a fixed amount of One Hundred Sixty-Eight Thousand Dollars (\$168,000.00) for Year 1 of the Contract. Future compensation for the remainder of the contract will be based on the needs and services negotiated and determined by City and Contractor. City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et seq., Florida Statutes. Contractor will be paid electronically as an electronic funds transfer (EFT).

**6. INDEMNIFICATION.**

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

**7. ANTI-DISCRIMINATION.**

CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**8. INSURANCE.**

- A. During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance	providing coverage in compliance with Florida Statute FS 440
Professional Liability insurance	\$1,000,000 per occurrence combined single limit for bodily injury and property damage

Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$1,000,000 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$500,000 per occurrence combined single limit for bodily injury and property damage

- B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.
- C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

**9. SOVEREIGN IMMUNITY.**

Nothing in the Contract Documents shall be interpreted as a waiver of the City’s sovereign immunity as granted under Section 768.28, Florida Statutes.

**10. LIVING WAGE.**

The definitions, terms and conditions of the City’s living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City’s Code of Ordinances shall apply to this Contract. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this Contract, including any extension(s) to this Contract; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City’s living wage requirements shall be a material breach of this Contract, enforceable by the City through all rights and remedies at law and equity.

**11. TERMINATION.**

- A. If the Contractor fails to observe or perform in accordance with the Contract Document (a “Default”), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City’s intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.
- B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

**12. MULTI-YEAR CONTRACT.**

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

**13. INDEPENDENT CONTRACTOR.**

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

**14. INTELLECTUAL PROPERTY AND WORK PRODUCT.**

- A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.
- B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

**15. RECORDS AND RIGHT-TO-AUDIT.**

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**16. CONTRACTOR'S ASSURANCES.**

Contractor warrants that the services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

**17. PUBLIC RECORDS.**

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, Contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**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 352-334-5045, CITY OF GAINESVILLE RISK MANAGEMENT DEPARTMENT, AT P. O. BOX 490, STATION 60, FL 32627).**

#### **18. DISPUTE RESOLUTION**

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

#### **19. FORCE MAJEURE**

If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

#### **20. APPLICABLE LAW AND VENUE.**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

#### **21. DEFAULT AND REMEDIES.**

The non-breaching party shall have available all remedies at law.

#### **22. NOTICES.**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, and (1) delivered in person; (2) sent by certified, return receipt requested, United States Mail to the address below; or (3) sent by email to the email address, below, and the sender receives a read receipt or an acknowledgement that recipient has received the email (if the sender receives an automated message that the email has not been delivered, the email does not constitute notice). Notices shall be effective when received at the address as specified below. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice.

**CITY:**

City of Gainesville  
Risk Management Department  
Attn: Tiffany Watts-Chestnut  
P. O. Box 490, Station 60  
Gainesville, FL 32627  
Wattstl@cityofgainesville.org

**CONTRACTOR:**

Gehring Group  
Cindy Thompson, VP of Operations  
3500 Kyoto Gardens Drive  
Palm Beach Gardens, FL 33410  
800-244-3696 or 561-626-6797  
Cindy.thompson@gheringgroup.com

**23. SEVERABILITY.**

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

**24. INTEGRATION/MERGER.**

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

**25. MODIFICATION AND WAIVER.**

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

**26. CAPTIONS AND SECTION HEADINGS.**

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

**27. ASSIGNMENT OF INTEREST.**

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

**28. SUCCESSORS AND ASSIGNS.**

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

**29. THIRD PARTY BENEFICIARIES.**

This Contract does not create any relationship with, or any rights in favor of, any third party.

**30. CONSTRUCTION.**

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract, or caused to be executed by their duly authorized officials, on the day and year first written above.

[Signatures on following page]

**RSC INSURANCE BROKERAGE, INC:**

**CITY OF GAINESVILLE:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Cynthia W. Curry, City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality

\_\_\_\_\_  
City Attorney