



## VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham  
Vice Mayor John DuBois  
Council Member Patrick Fiore (Seat 1)  
Council Member David Singer (Seat 2)  
Council Member Marsha Matson (Seat 3)

Interim Village Manager Gregory Truitt  
Village Attorney John C. Dellagloria  
Village Clerk Missy Arocha

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

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### AGENDA

#### VIRTUAL SPECIAL COUNCIL MEETING

#### TUESDAY, JULY 21, 2020 - 5:30 PM

(305) 259-1234

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1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.
2. **REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED**
3. **RESOLUTION WITH PUBLIC COMMENTS SUBMITTED**
  - A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; APPROVING A TWO-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC., D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF \$22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

#### 4. NEXT MEETING AND ADJOURNMENT

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WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE AND PLEDGE TO THE FOLLOWING PRINCIPLES:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion; and
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

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PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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To: Honorable Mayor and Village Council

Date: July 13, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Contract Extension for Ins. Brokerage Services

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; APPROVING A TWO-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF \$22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)**

**BACKGROUND AND ANALYSIS:**

On May 9, 2019, Palmetto Bay issued RFP No. 1819-43-013 for the purpose of procuring an insurance Agent of Record to assist in the management of the Village's health insurance program. Following the Village's procurement process, Risk Management Associates, Inc. D/BA Public Risk Insurance Advisors was selected to provide agent-of-record/ brokerage services to Palmetto Bay. At the time the RFP was issued, the document indicated that the Village would contemplate a 3-year agreement with the successful proposer. However, since the Village had not had an opportunity to work with the new agent of record, a 1-year agreement was signed to better assess the service level and responsiveness of the new broker. For the past year, the broker has demonstrated to be responsive in assisting staff with employee health insurance issues and negotiate competitive rates with insurance carriers. The proposed resolution allows the Village to extend its contractual relationship with the broker for an additional period of two years at the cost of \$22,500 per year, which is the amount proposed by the broker in its response to the Village's RFP.

**FISCAL IMPACT:**

Brokerage representation under the existing agreement will cost \$22,500 per year. Funding is allocated annually in the Adopted budget.

**ATTACHMENTS:**

- A. Contract agreement between the Village of Palmetto Bay and Risk Management Associates, Inc. D/BA Public Risk Insurance Advisors

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**RESOLUTION NO. 2020-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; APPROVING A TWO-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF \$22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)***

**WHEREAS**, Palmetto Bay issued RFP No. 1819-43-013 on May 9, 2019 for the purpose of procuring an insurance Agent of Record to assist in the management of the Village’s health insurance program; and,

**WHEREAS**, pursuant to the Village’s procurement process, Risk Management Associates, Inc. D/BA Public Risk Insurance Advisors was selected to provide agent-of-record/ brokerage services to Palmetto Bay; and

**WHEREAS**, the RFP indicated that the Village was considering a three-year contract with the successful proposer; and

**WHEREAS**, the Village entered into a one-year contract, a copy of which is attached hereto as Attachment A, which includes a provision for extensions under Article 9; and

**WHEREAS**, for the past year, the new agent of record for health insurance brokerage representation has demonstrated to be responsive to the Village and the Village desires to extend its contractual relationship with said company for an additional two years as provided for in the contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

1           **Section 1.** The Village Council hereby approves a two-year  
2 extension to the contract between the Village of Palmetto Bay and Risk  
3 Management Associates, Inc. D/BA Public Risk Insurance Advisors, a  
4 copy of which is included as Attachment A, at a cost of \$22,500 per year.  
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6           **Section 2:** The Village Manager is authorized to execute all  
7 applicable documents, as approved by the Village Attorney, for the  
8 purpose of extending said contract.  
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10           **Section 3:** This Resolution shall take effect immediately upon  
11 approval.  
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13           **PASSED and ADOPTED** this 13<sup>th</sup> day of July 2020.  
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15 Attest:  
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19 \_\_\_\_\_  
20 **Missy Arocha**  
21 **Village Clerk**  
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\_\_\_\_\_ **Karyn Cunningham**  
**Mayor**

23 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
24 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA  
25 ONLY:  
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29 \_\_\_\_\_  
30 **John C. Dellagloria, Esq.**  
31 **Village Attorney**  
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1 **FINAL VOTE AT ADOPTION:**  
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3 Council Member Patrick Fiore \_\_\_\_\_  
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5 Council Member David Singer \_\_\_\_\_  
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7 Council Member Marsha Matson \_\_\_\_\_  
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9 Vice-Mayor John DuBois \_\_\_\_\_  
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11 Mayor Karyn Cunningham \_\_\_\_\_

VILLAGE OF PALMETTO BAY  
EMPLOYEE BENEFITS AGENT/BROKER OF RECORD AGREEMENT

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of August, 2019, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Risk Management Associates, Inc. d/b/a Public Risk Insurance Advisors authorized to do business in the State of Florida, (hereinafter referred to as "Broker/Agent" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on May 9<sup>th</sup>, 2019, and

WHEREAS, Broker/Agent submitted a Proposal dated June 6<sup>th</sup>, 2019 in response to the Village's request, and

WHEREAS, the Village accepted the consortium FGHS with an annual rate of Twenty-Two Thousand Five Hundred Dollar and Zero Cents \$ 22,500.00, plus a PEPM fee to be received from the consortium.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Scope of Work and Proposal Documents prepared by the Village for Employee Benefits Agent/Broker of Record, RFP No. 1819-43-013 (Exhibit 1), Terms of Agreement were modified during contract negotiation, the prevailing terms will be set by this agreement.

(ii) Broker/Agent's Proposal for the Village of Palmetto Bay in response to Exhibit 1 and dated June 6<sup>th</sup>, 2019. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

VILLAGE OF PALMETTO BAY  
EMPLOYEE BENEFITS AGENT/BROKER OF RECORD AGREEMENT

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of August, 2019, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Risk Management Associates, Inc. d/b/a Public Risk Insurance Advisors authorized to do business in the State of Florida, (hereinafter referred to as "Broker/Agent" and jointly referred to as the Parties.

WITNESSETH:

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WHEREAS, Broker/Agent submitted a Proposal dated June 6<sup>th</sup>, 2019 in response to the Village's request, and

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- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2      Scope of Work

A. Broker/Agent agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2. Furthermore, Broker/Agent shall furnish all the materials, software programs, supplies and labor necessary to perform the Services.

B. Broker/Agent agrees to present health insurance options in accordance with the Services detailed in the Documents, no later than August 1<sup>st</sup>. The Village Manager may extend this time in circumstances which are beyond the Broker/Agent's control or for the convenience of the Village. Such date shall be modified accordingly by written notification from the Village to the Broker/Agent if the Village's benefits plan year changes.

Article 3      Qualifications

A. Broker/Agent represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1. Broker/Agent assumes professional and technical responsibility for the performance of its services to be provided under this Agreement in accordance with recognized professional standards of good consulting and management practices.

B. Broker/Agent and the individual executing this Agreement on behalf of the Broker/Agent warrant to the Village that the Broker/Agent is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Broker/Agent possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Broker/Agent shall comply with all local, state and federal regulations that apply. Broker/Agent shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4      Payment and/or Fees

A. The Village agrees to pay or provide for the insurance carrier to pay the Broker/Agent for the faithful performance of this Agreement for work completed in accordance with the fee schedule provided in Exhibit 2. The Village will pay 50% percent of \$ 22,500.00 or \$ 11,250.00 as down payment following execution of this agreement. The other 50% or final balance shall be made 6-months from the date of the executed contract.

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B. For payment purposes, the Broker/Agent shall perform the work specified in the Documents and the Broker/Agent shall either invoice the Village for work performed when work is completed or obtain compensation as a commission from the health insurance carrier. When applicable, the Broker/Agent shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Human Resources Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

#### **State Auditor General – Mandatory Disclaimers**

4.1 It is understood and agreed that Broker, or Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement and will not be credited against the balance of any fee owed to Broker pursuant to this Agreement or paid to the Village.

4.2 Broker may utilize insurance intermediaries (such as wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Village's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be an Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to the Village, but will be disclosed prior to binding coverage and if approved by the Village, the Broker will include and disclose such amounts paid in the Schedule of Insurance.

4.3 If the Village chooses to finance its premiums, Broker may assist the Village in the arrangement of such financing. Any payments or allowances paid to the Broker for arranging premium financing are not subject to this section and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to the Village.

B. For payment purposes, the Broker/Agent shall perform the work specified in the Documents and the Broker/Agent shall either invoice the Village for work performed when work is completed or obtain compensation as a commission from the health insurance carrier. When applicable, the Broker/Agent shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

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4.4 Broker may, in the ordinary course of business, receive and retain interest on premiums paid by the Village from the date received by Broker until the date the premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to the Village.

4.5 Compensation for the Services and premium for the Lines of Insurance specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by the Village upon request.

4.6 The Village acknowledges and agrees that the Broker Service Fee is reasonable in relation to the Services to be provided by the Broker hereunder.

## Article 7      Termination

### **A. Termination/Cancellation of Agreement without Cause**

Either Party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party, except that if the Broker/Agent desires to terminate the Agreement within three months prior to the open enrollment period, ninety (90) days prior written notification shall be required from the Broker/Agent to the Village. Termination or cancellation of the agreement will not relieve the Broker/Agent of any deliverables and work product due prior to the termination of the Agreement (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement, or after termination in the Village's discretion if needed for a post agreement audit of money due on Broker/Agent's performance). Termination or cancellation of the agreement will not relieve the Broker/Agent of any obligations or liabilities resulting from any acts committed by the Broker/Agent prior to the termination of the agreement.

### **B. Termination Because of Default**

Without waiving the right to terminate without cause on as provided in Section A above, a party may issue a written notice to the other claiming that the other party is in breach of agreement and giving the other party ten (10) calendar days to cure the default. If the alleged breach of agreement is not cured, then the party serving the notice may terminate the Agreement and be excused from further performance following termination. However, termination of the Agreement will not relieve the Broker/Agent of any deliverables and work product due prior to the termination of the Agreement (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement.)

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4.5 Compensation for the Services and premium for the Lines of Insurance specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by the Village upon request.

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Article 8      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Agreement. Additionally, the Broker/Agent agrees that in the event this Agreement is terminated for the Village's breach, the damages that Broker/Agent may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Agreement may be terminated by the Village without cause on thirty (30) days' notice.

Article 9      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a one (1) year period or enrollment period 2019-2020. The Village has the option to renew on a yearly basis at its discretion.

Article 10      Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Broker/Agent under this Agreement, audit, or cause to be audited, those books and records of Broker/Agent which are related to Broker/Agent's performance under this Agreement. Broker/Agent 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. The Village may, at reasonable times during the term hereof, inspect Broker/Agent's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Broker/Agent under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Broker/Agent shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 11      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Broker/Agent. The Broker/Agent shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Broker/Agent authorized to use the Village's Tax Exemption Number in securing such materials.

The Broker/Agent shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

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The Broker/Agent shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 12      Indemnification

Broker/Agent shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Broker/Agent or its employees, agents, servants, partners, principals or sub-Broker/Agents. Broker/Agent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Broker/Agent expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Broker/Agent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the agreement amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 13      Insurance

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Broker/Agent. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Broker/Agent liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Article 12      Indemnification

Broker/Agent shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Broker/Agent or its employees, agents, servants, partners, principals or sub-Broker/Agents. Broker/Agent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Broker/Agent expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Broker/Agent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the agreement amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Broker/Agent hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Broker/Agent of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Broker/Agent shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Broker/Agent fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Broker/Agent shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the Village.

The Broker/Agent shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Agreement, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Broker/Agent shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Agreement until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this agreement.

#### Article 14      Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Broker/Agent hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

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Article 15      Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 16      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 17      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Broker/Agent of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Broker/Agent requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Broker/Agent, whether or not similar to the act so consented to or approved.

Article 18      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

For VILLAGE:  
Village of Palmetto Bay  
Edward Silva, Village Manager  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157  
Telephone: 305-259-1234  
Email: [esilva@palmettobay-fl.gov](mailto:esilva@palmettobay-fl.gov)

Copy to:  
Village of Palmetto Bay  
Olga Cadaval, Deputy Manager/Human  
Resource  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157  
Telephone: 305-259-1234  
Email: [ocadaval@palmettobay-fl.gov](mailto:ocadaval@palmettobay-fl.gov)

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Article 19      Independent Broker/Agent

Broker/Agent is and shall remain an independent Broker/Agent and is not an employee or agent of the Village. Services provided by Broker/Agent shall be by employees of Broker/Agent and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Broker/Agent shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Broker/Agent. The rights granted to Broker/Agent hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Broker/Agents to perform services including those hereunder.

Article 20      Assignment

The Broker/Agent shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all of its right, title or interest therein, or his or its power to execute such Agreement to any person, company or corporation without prior written consent of the Village. The Broker/Agent shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the Village; provided, however, that claims for money by the Broker/Agent from the Village under this Agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Broker/Agent to the Village. None of the work or services under this Agreement shall be subcontracted unless the Broker/Agent obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Agreement and the Broker/Agent shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

Article 21      Prohibition Against Contingent Fees

Broker/Agent warrants that it has no employees or retained any Broker/Agent or person, other than a bona fide employee working solely for Broker/Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Broker/Agent, corporation, individual or Broker/Agent, other than a bond fide employee working solely for Broker/Agent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 22      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Broker/Agent all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

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Article 23      Conflict of Interest

Broker/Agent agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 24      Binding Effect

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 25      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 26      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 27      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, 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. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 29      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

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Article 30      Jurisdiction and Venue

For the purposes of this agreement, Florida law shall govern the terms of this agreement. Venue shall be in Miami-Dade County, Florida.

Article 31      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of agreement or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 32      Permits, Licenses and Filing Fees

The Broker/Agent shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Broker/Agent's work.

Article 33      Preservation of Village Property N/A

~~The Broker/Agent shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Broker/Agent's operations, it shall be replaced or restored at the Broker/Agent's expense. The facilities shall be replaced or restored to a condition as good as when the Broker/Agent began work.~~

Article 34      Immigration Act of 1986

The Broker/Agent warrants on behalf of itself and all sub-Broker/Agents engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 35      Broker/Agent Non-Discrimination

In the award of subcontracts or in performance of this work, the Broker/Agent agrees that it will not engage in, nor permit such sub-Broker/Agents as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

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Article 36      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Broker/Agents are cautioned to undertake an independent analysis of any results in the specifications, as Village does not guaranty the accuracy of its interpretation of results contained in the specifications package. In preparing its proposal, the Broker/Agent and all sub-Broker/Agents named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the scope or accurate data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Broker/Agent to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity to be construed against the Broker/Agent. An ambiguity shall be considered patent if it is of such a nature that the Broker/Agent, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Broker/Agent or sub-Broker/Agents to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Broker/Agent to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the agreement, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Broker/Agent shall immediately notify the Village in writing, and the Broker/Agent and all sub-Broker/Agents shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Broker/Agent's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 37      Warranty Of Authority

The signatories to this agreement warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this agreement and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

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In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

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# RFP Proposal Sheet

Village of Palmetto Bay, Florida • Employee Benefits Broker/Agent of Record • RFP No. 1819-43-013

**COMPENSATION METHOD**

The Village of Palmetto Bay is requesting the Agent/Broker compensation to be on a flat fee basis. The structure of the fee and payment of the fee shall be part of the proposal. All insurance policies will be placed net of the commission or fees payable to the Agent/Broker.

This attachment must be included as part of your proposal and fees shall be stated in whole dollars where applicable.

**Section A. Proposed Annual Rate:**

The fee stated below shall be inclusive of all labor, materials, travel, etc...

	Annual Rate
Year 1	\$ 35,000*
Year 2	\$ 35,000*
Year 3	\$ 35,000*

\*In the event that the Village decides to join our FGHS consortium, we would reduce our annual fee to \$22,500. This is due to the built-in and transparent PEPM (per employee per month) fee our company receives as the broker for the consortium.

**Section B. Optional Services**

At its sole discretion and determination, the Proposer may list those services considered by the Proposer to be "optional." Optional services shall be those services which are listed as part of the Scope of Work, Section 4.0 of this solicitation, but which are not included in the Proposed Annual Rate provided in Section A above.

Please do not include any services outside of the Scope of Work, Section 4.0 of this solicitation. The fee(s) stated below shall be inclusive of all labor, materials, travel, etc...

Service	Annual Flat-Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

  
 \_\_\_\_\_  
 Authorized Signature  
 Risk Management Associates, Inc. dba  
 Public Risk Insurance Advisors  
 Firm's Name

Matthew Montgomery, Executive Vice President  
 \_\_\_\_\_  
 Printed Name & Title  
 6/4/2019  
 \_\_\_\_\_  
 Date

# RFP Proposal Sheet

Village of Palmetto Bay, Florida <sup>13</sup> Employee Benefits Broker/Agent of Record <sup>14</sup> RFP No. 1819-43-013

**COMPENSATION METHOD**

The Village of Palmetto Bay is requesting the Agent/Broker compensation to be on a flat fee basis. The structure of the fee and payment of the fee shall be part of the proposal. All insurance policies will be placed net of the commission or fees payable to the Agent/Broker.

This attachment must be included as part of your proposal and fees shall be stated in whole dollars where applicable.

**Section A. Proposed Annual Rate:**

The fee stated below shall be inclusive of all labor, materials, travel, etc...

	Annual Rate
Year 1	\$ 35,000*
Year 2	\$ 35,000*
Year 3	\$ 35,000*

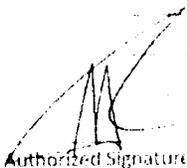
\*In the event that the Village decides to join our FGHS consortium, we would reduce our annual fee to \$22,500. This is due to the built-in and transparent PEPM (per employee per month) fee our company receives as the broker for the consortium.

**Section B. Optional Services**

At its sole discretion and determination, the Proposer may list those services considered by the Proposer to be "optional." Optional services shall be those services which are listed as part of the Scope of Work, Section 4.0 of this solicitation, but which are not included in the Proposed Annual Rate provided in Section A above.

Please do not include any services outside of the Scope of Work, Section 4.0 of this solicitation. The fee(s) stated below shall be inclusive of all labor, materials, travel, etc...

Service	Annual Flat-Rate
.....	\$ .....
.....	\$ .....
.....	\$ .....
.....	\$ .....
.....	\$ .....
.....	\$ .....



Authorized Signature  
 Risk Management Associates, Inc. dba  
 Public Risk Insurance Advisors  
 Firm's Name

Matthew Montgomery, Executive Vice President  
 Printed Name & Title

6/4/2019  
 Date

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

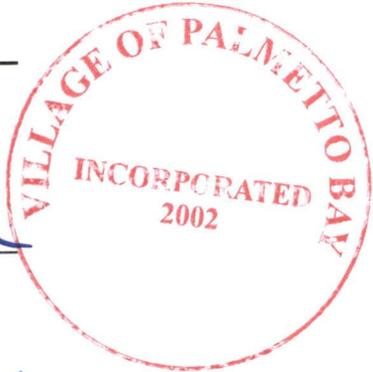
BY 

Edward Silva  
Print Name

Village Manager  
Title

ATTEST  
  
Missel Arocha  
Village Clerk

APPROVED AS TO FORM BY  
  
Dexter Lehtinen  
Village Attorney



BROKER/AGENT

Public Risk Insurance Advisors

ADDRESS  
P.O. Box 2416  
Daytona Beach, Florida 32115

BY 

Mr. Matthew Montgomery  
Print Name

Executive Vice-President  
Title

  
Witness

Robin Russell  
Print Name

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

BROKER/AGENT

Village of Palmetto Bay

Public Risk Insurance Advisors

ADDRESS  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

ADDRESS  
P.O. Box 2416  
Daytona Beach, Florida 32115

BY [Signature]  
Edward Silva  
Print Name

BY [Signature]  
Mr. Matthew Montgomery  
Print Name

Village Manager  
Title

Executive Vice-President  
Title

ATTEST  
[Signature]  
Missel Arocha  
Village Clerk



[Signature]  
Witness  
Robin Russell  
Print Name

APPROVED AS TO FORM BY  
[Signature]  
Dexter Lehtinen  
Village Attorney