

**DAYTONA BEACH PROFESSIONAL SERVICES AGREEMENT
EMPLOYEE BENEFITS INSURANCE CONSULTING SERVICES
CONTRACT NO. 20464**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Brown & Brown of Florida, Inc., a Florida Profit Corporation ("CONSULTANT").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONSULTANT will provide professional employee benefits consulting services to the CITY from time to time at the direction of the CITY during the Term of this Contract. Exhibit A, attached hereto and incorporated herein by reference, provides a detailed description of the range of services that may be provided under this Contract.

Section 2. Services Must be Authorized in Writing. This Contract, in and of itself, does not require the CONSULTANT to perform any services or provide payment for services rendered by the CONSULTANT. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by CITY purchase order issued in accordance with the CITY's procurement policies. No purchase order issued may alter the terms and conditions of this Contract. In case of a conflict with a purchase order this Contract will govern. The purchase order may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, etc, consistent with the provisions of this Contract.

No claim for services furnished by the CONSULTANT not specifically provided for herein will be honored by the CITY.

Section 3. Compensation.

(a) The City will pay CONSULTANT a fee based on an hourly rate for consulting services and a per employee per month rate for the on-line benefits enrollment system as further described in the purchase order, subject to an annual limit of \$150 per hour, with a maximum of \$75,000 per calendar year. An online administration fee of \$3 per employee (includes CORBA admin). In each instance the rates will be a fixed rate, or a not-to-exceed fee based on time billed; and the purchase order will include sufficient information to explain the basis of the fee. Where the fee is a not-to-exceed fee, the time billed will be based at the hourly rates set forth in Exhibit B unless the purchase order is approved by the City Commission.

CONSULTANT warrants that CONSULTANT will use CONSULTANT's personnel efficiently, so that the services provided will be provided by competent persons at the approved hourly rate tier consistent with the standard for performance established herein.

(b) No additional compensation will be due CONSULTANT for any reason, except where the purchase order expressly authorizes payment of reimbursables such as travel and other expenses.

Section 4. Prohibited Services/Compensation/Conflicts.

(a) The CONSULTANT will not be permitted to act in any capacity as a broker or agent or agent of record for any insurance obtained or procured pursuant to this Agreement.

(b) CONSULTANT's sole compensation for services under this Contract is the fee based on the rates described in Section 3. CONSULTANT is prohibited from receiving any compensation for services provided herein from third parties, such as agent's or broker's fees.

(c) In performing services here under CONSULTANT must be free from conflicts of interests that would affect CONSULTANT's recommendations.

Section 5. Billing and Payment Procedure. Payment terms and conditions are as follows:

(a) No payment will be due for services performed until CONSULTANT submits a proper invoice. CONSULTANT must separately invoice the CITY for each purchase order. Where the purchase order provides for payment to be made in stages based upon completion of phases, tasks, or other discrete increment of the service to be provided, CONSULTANT will invoice the CITY as these increments of service are completed, and in any event no more frequently than monthly. Where the purchase order provides for payment to be made based on the percentage of work completed, CONSULTANT will invoice the CITY no more frequently than monthly. Where the purchase order does not provide for partial payments, CONSULTANT will invoice the CITY only upon completion of the services described in the purchase order.

(b) In order to be considered to be proper, the invoice must include all information that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where payment is not due until deliverables are provided, or reimbursement of expenses is contingent upon proof of same.

(c) The CITY will within 30 days after receipt of an invoice notify the CONSULTANT that the invoice is improper, or pay CONSULTANT the amount due.

Section 6. Standard of Performance. CONSULTANT's services will at a minimum meet the level of care and skill ordinarily used by members of CONSULTANT's profession performing the type of services provided herein within the State of Florida.

Section 7. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONSULTANT. CONSULTANT is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONSULTANT will be solely responsible for payment of all federal, state, and local income tax, and self-employment taxes, arising from this Contract; and CONSULTANT agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 8. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONSULTANT during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) CONSULTANT understands and agrees that CITY will have the right to re-use any plans and specifications, including construction drawings that CONSULTANT is required to provide to CITY pursuant to this Contract without having to obtain further approvals from or providing additional compensation to CONSULTANT. CITY understands and agrees that CONSULTANT will not be liable for CITY's use of such plans and specifications other than for the purposes intended by this Contract.

(c) To the extent applicable, CONSULTANT will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) The obligation to keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) The obligation to provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) The obligation to ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) The obligation to comply with all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Where this obligation applies, when such records are stored

electronically, CONSULTANT will provide the CITY all records stored electronically in a format that is compatible with the CITY's information technology systems.

Section 9. Effective Date and Term. The Effective Date of this Contract shall be January 1, 2021 (the "Effective Date"). The Term of this Contract is for one year, commencing on the Effective Date.

Any purchase order entered into prior to expiration or termination of the Term will remain valid. The CITY will have the option to renew this Contract for up to five Terms of one year each, by providing CONSULTANT written notice at least 30 days before the end of the current Term.

Section 10. Termination of Agreement

(a) The CITY may terminate this Contract, in whole or in part, at any time, for the CITY's convenience or upon CONSULTANT's material breach, by providing written notice as follows:

(1) Before terminating for convenience, the CITY must provide CONSULTANT 60 days' notice. Termination will be automatic upon the expiration of the 60-day period.

(2) Before terminating due to CONSULTANT's material breach of its contractual obligations, CITY must provide CONSULTANT prior written notice, specifying the breach and demanding that CONSULTANT remedy the breach within 10 days of the notice. This Contract will terminate automatically and without need for additional notice if CONSULTANT fails to remedy the material breach within this 10 day period.

In either instance upon termination CONSULTANT will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONSULTANT in performing this Contract, whether completed or in process.

(b) If the termination is for the CITY's convenience, CONSULTANT will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the CONSULTANT's material breach, the CITY reserves all rights and remedies it may have under law due to such breach.

(d) If after notice of termination for the CONSULTANT's material breach it is determined by the CITY or by a court of law that the CONSULTANT had not materially breached this Contract, or that the CITY's notice for termination upon such breach was insufficient, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONSULTANT will be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 11. Suspension of Services. If the notice of default issued by the CITY pursuant to the preceding Section so directs, CONSULTANT will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 12. Indemnification. CONSULTANT will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the CONSULTANT's negligent acts or omissions, or reckless or intentionally wrongful conduct in the performance of this Contract. For purposes of this Section, the term, "CONSULTANT," includes CONSULTANT's officers, employees, and agents, including subcontractors and other persons employed or used by CONSULTANT.

Section 13. Insurance. CONSULTANT will provide and maintain at CONSULTANT's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONSULTANT, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including **(i) Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONSULTANT and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and **(ii) Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by the CONSULTANT in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.

If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) Professional Liability Insurance, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$5,000,000.

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date no later than the Effective Date and with a two year reporting tail beyond the annual expiration date of the policy.

(b) Proof of Insurance. CONSULTANT will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONSULTANT will not commence work until all proof of all required insurance has been filed with and approved by the CITY. CONSULTANT will furnish such proof in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, CONSULTANT will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) Cancellation; Replacement Required. CONSULTANT will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONSULTANT's prior knowledge CONSULTANT will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right to replace the canceled policy at CONSULTANT'S expense if CONSULTANT fails to do so.

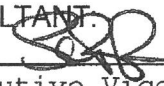
(d) Termination of Insurance. CONSULTANT may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONSULTANT has received written notification from the Risk Management Division of the CITY that CONSULTANT may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONSULTANT if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. CONSULTANT's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONSULTANT's liabilities under this Contract will not be limited by the existence of any exclusions or limitations in insurance coverages, or by CONSULTANT'S failure to obtain insurance coverage.

CONSULTANT will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONSULTANT that does not meet the requirements of this Contract.

Section 14. Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
Mark Jones
Risk Manager
The City of Daytona Beach
301 S. Ridgewood Ave
Daytona Beach, FL 32117
Fax: 386-671-8225

To CONSULTANT:
Contact: 
Title: Executive Vice President
Company: Brown & Brown of FL, Inc.
Address: 220 S. Ridgewood Ave.
City/ST/Zip: Daytona Beach/FL/32114
Fax: 386-239-5707

Either Party may change the name or address for receipt of that Party's notices, by providing the other Party written notice in the manner described above.

Section 15. Personnel. CONSULTANT represents that CONSULTANT has or will secure at CONSULTANT's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 16. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONSULTANT, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONSULTANT to facilitate coordination and ensure expeditious review of work product.

Section 17. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONSULTANT, will be construed to operate as a waiver of the CITY's rights under this Contract. CONSULTANT will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise,

agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 18. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any other judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 19. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the CITY's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Consultant will abide by all statutes, ordinances, rules, and regulations

pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONSULTANT.

(d) Truth in Negotiations Certificate. CONSULTANT hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONSULTANT'S services under this Contract.

(f) Contingency Fee. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONSULTANT agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind CONSULTANT. The undersigned representative of CONSULTANT represents and warrants that he or she is fully authorized to bind CONSULTANT to the terms and conditions of this Contract.

(n) Incorporation of RFP and Proposal. The CITY's Request for Proposals 20464 and the CONSULTANT's responsive proposal are incorporated herein by reference as Composite Exhibit C. This Exhibit is not attached but will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

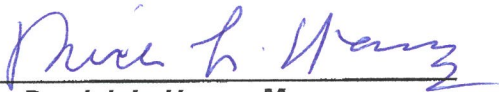
(o) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

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IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

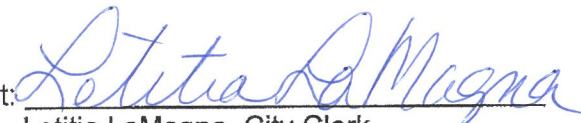
CONTRACTOR

By: 
Derrick L. Henry, Mayor

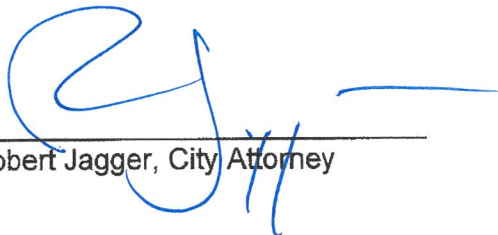
By: 
Printed Name: Steve Farmer

Date: 9-10-20

Title: Executive Vice President
Date: 7/8/2020

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

By: 
Robert Jagger, City Attorney

EMPLOYEE BENEFITS INSURANCE CONSULTING SERVICES SCOPE

I. PURPOSE

The purpose of this Request for Proposal is to obtain employee benefits insurance consulting services for the City of Daytona Beach that includes insurance marketing and placement services, policy review and coverage verification, and risk management consulting.

II. SCOPE OF SERVICES REQUIRED

The selected Proposer will work with The City of Daytona Beach's Risk Management Division as consultant for its employee benefits program, as needed by the City. The selected Proposer must be able to provide insurance placement and related risk management consulting services to the City for employee benefits for city employees, their dependents and retirees including but not limited to: health insurance, dental insurance, life insurance, disability insurance, accidental death and dismemberment, travel accident, and statutory death benefits for police and fire.

A. Insurance Marketing and Placement Services

1. Maintain contact with insurance markets which are interested, available, and qualified to provide products and services to the City and identify opportunities to improve the products or services or reduce costs.
2. Solicit and receive insurance Proposals and perform analyses to determine which Proposals offer the best combination of cost, services, and coverage.
3. Assist the City in negotiating coverages, policy language, services, limits, retentions, and price with the proposed insurers. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsement's, if necessary.
4. Comply with Section 112.08 Florida Statutes and the City's purchasing codes and procedures for obtaining insurance coverages.
5. Assist the City in preparing for and conducting open enrollment including providing a full functioning on-line enrollment administration system, if requested by the City. The on-line enrollment administration system shall include an on-line open enrollment function and the capability to allow plan participants to make eligible changes to their benefits throughout the plan year and provide report making capabilities to allow the City and benefit provider(s) to track changes and run reports as needed.

B. Policy Review and Coverage Verification

1. Ensure that all insurance policies provided by insurers conform to the requested coverage and these policies are provided to the City within 45 days after inception of coverage.
2. Review and evaluate new and renewal policies, endorsements or related documents affecting coverage, services, or cost.
3. Prepare analysis and recommendations of coverage being offered, including financial strength of insurer, limits, retentions, coverages, exclusions, and pricing.
4. Verify all policy terms, conditions, and premium calculations before delivering policies and/or endorsements to the City.
5. Verify all requested changes and premium changes, including any subsequent audits.
6. Ensure that the City's employee benefits insurance coverage complies at all times with any and all state and federal laws and regulations.

C. Claim Disputes

Assist the City in resolving any coverage disputes for losses from insurance companies, and assist in resolving insurance benefit disputes with insurance companies.

D. Risk Management Consulting

1. Assist the City in preparing annual exposure updates to ensure compliance with terms and conditions of the various insurance coverages.
2. Monitor and evaluate the City's loss exposures for any operational changes that may have a significant impact on its risk management program.
3. Serve as a resource to the City for information on coverage issues, policy interpretation, benefit issues, potential exposures, and other issues.

The Proposer agrees to be available at all times upon reasonable requests to meet with City staff, in order to fulfill the responsibilities of this Agreement.

III. MINIMUM QUALIFICATIONS OF INSURANCE BROKERS

- A. Proposer must provide proof that they meet the following minimum requirements:
1. The Proposer and its employees must have all necessary current professional licenses issued by the Florida Department of Insurance for procurement of the types of insurance for health insurance, dental insurance, life insurance, disability insurance, accidental death and dismemberment, travel accident, and statutory death benefits for police and fire.
 2. The Proposer must assign a servicing team to provide consultant services to the City, which has at least a marketing account executive and a customer

EXHIBIT B:

**ATTACHMENT E:
FEE PROPOSAL FORM**

EMPLOYEE BENEFITS INSURANCE CONSULTING SERVICES

INSTRUCTIONS: Indicate below the proposed professional hourly rate for providing employee benefits insurance consulting services as described in the scope of services during a one-year service period. Proposers shall also provide a per employee per month rate for on-line benefits administration system services should the City select this addition option.

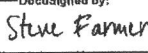
Scope of Services must continue to be provided annually during the period of the Agreement between the City of Daytona Beach and Consultant at the agreed on hourly rate and shall not include any consideration for commission from insurance companies or reimbursement for travel or other out-of-pocket expenses.

INSURANCE CONSULTING SERVICES FOR EMPLOYEE BENEFITS

Hourly professional consulting fee	\$ <u> \$150.00 </u> /Hour
	To a max of \$75,000 per calendar year
Per employee per Month on-line benefits administration system fee (If the City elects this option)	\$ <u> \$3.00* </u> /Employee Eligible
	*Includes COBRA admin

Brown & Brown of Florida, Inc.

Name of Proposer

DocuSigned by:

SP50CA1A90074FB...
Signature of Authorized Representative

Steve Farmer
Name of Authorized Representative (printed)

Executive Vice President
Title (printed)

6/2/2020
Date

Good Faith Estimate: Average annual consulting hours for 2017-2019 have been ~230 per year equating to \$34,500 on average per year in consulting fees.

