

AGREEMENT FOR INSURANCE BROKER SERVICES

This Agreement for Insurance Broker Services (hereinafter "Agreement") is made this _____ day of _____, 2019, by and between the Emerald Coast Utilities Authority, a local governmental entity formed by the Florida Legislature as an independent special district (hereinafter "ECUA"), with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and _____ (Name of Agent-Broker) which does business as _____ (Name of Agency) whose principal address is _____ (Address, City, State, Zip Code).

W I T N E S S E T H:

WHEREAS ECUA issued Request for Proposals No. 2019-14 seeking proposals for the services of an Agent/Broker for Commercial Insurance and Bonds (hereinafter the "RFP");

WHEREAS the ECUA Board determined that _____ (Name of Agent-Broker) had submitted the best proposal for those services; and

WHEREAS ECUA and _____ (Name of Agent-Broker) desire to enter into an agreement for the provision of those services contemplated in the RFP.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, ECUA and _____ (Name of Agent-Broker) agree as follows:

1. Recitals. The above recitals are true and correct, and they are incorporated in this Agreement as if set forth fully herein.

2. Term. _____ (Name of Agent-Broker) agrees to provide the services delineated in paragraph 3, below, to ECUA, as an independent contractor, for an initial term of one (1) year from the Effective Date of this Agreement, with the option to renew for an additional year up to a total of two times upon mutual written agreement of the parties. Following the Initial Term, this Agreement may be renewed upon mutual agreement of the parties in writing annually not less than ninety (90) days prior to the expiration of either the Initial Term or any renewal term, as applicable. In no event may the term of this Agreement exceed three (3) years in duration.

3. Scope of Services. _____(Name of Agent-Broker) agrees to provide the services outlined in its response to the RFP 2019-14, and incorporated in this Agreement as if set forth fully herein. In the event of a conflict between the terms of RFP 2019-14 and the terms of this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for _____ (Name of Agent-Broker) providing the services delineated in the scope of services referenced in paragraph 3, above, _____ (Name of Agent-Broker) shall receive commissions in accordance with insurers' policies and procedures, and those conditions will be disclosed to ECUA in writing. Any commissions paid to _____(Name of Agent-Broker) under this Agreement shall be part of, and not in addition to, any premium paid by ECUA. It is understood and agreed that _____(Name of Agent-Broker), or _____(Name of Agency), 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 the Broker Services Fee owed to _____(Name of Agent-Broker) pursuant to this Agreement or paid to Company.

5. Termination. This Agreement may be terminated for cause or convenience by ECUA upon providing thirty (30) days written notice to _____(Name of Agent-Broker). However, in the event that _____(Name of Agent-Broker) is no longer licensed to provide the services contemplated in this Agreement or is placed on the convicted vendor list for a violation in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category II (\$35,000), this Agreement is terminable without prior notice. Termination of this Agreement shall not release ECUA from any accrued obligation to _____(Name of Agent-Broker) (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

This Agreement may be terminated for cause or convenience by _____ (Name of Agent-Broker) upon providing ninety (90) days written notice to ECUA.

6. Indemnification. _____(Name of Agent-Broker) agrees to save harmless, indemnify, and defend ECUA and its agents, officers and employees from any and all third party claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether

for personal injury, death, property damage, economic loss to the extent arising directly on account of or in connection with _____'s (Name of Agent-Broker) negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is expressly subcontracted to or used by _____(Name of Agent-Broker) or by anyone for whom _____(Name of Agent-Broker) is legally liable. The parties understand and agree that such indemnification by _____(Name of Agent-Broker) relating to any third party matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. _____'s (Name of Agent-Broker) obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

7. Insurance Requirements. At all times that this Agreement shall be in effect, _____(Name of Agent-Broker) will maintain insurance which conforms to the Risk Management/ Insurance Requirements delineated in RFP 2019-14 to this Agreement, which is hereby incorporated by reference as if set forth fully herein.

8. Notice. Any notice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand, certified mail of the United States Postal Service, or overnight private courier (such as Federal Express). Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

ECUA: Emerald Coast Utilities Authority
Attention: Doug Patterson
9255 Sturdevant Street
Pensacola, Florida 32514

Agent-Broker Name: _____
Attention: _____
Address: _____
City, State Zip: _____

Rejection, or other refusal by the addressee to accept, or the inability for the courier service or the United States Postal Service to deliver because of a changed address of which no notice is given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at

least ten (10) days prior notice of the address change.

9. Governing Law; Venue; Dispute Resolution. This Agreement shall be interpreted and enforced according to the laws of the State of Florida. Any action to enforce this Agreement or any provision thereof shall be brought in a court of appropriate jurisdiction situated in Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.

10. Relationship of the Parties. _____(Name of Agent-Broker) agrees that it is an independent contractor and not an officer, agent, servant, or employee of ECUA; that _____(Name of Agent Broker) shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, it shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the Doctrine of Respondeat Superior shall not apply as between ECUA and _____(Name of Agent Broker), their officers, agents, employees, contractors, subcontractors, and consultants; and nothing herein shall be construed as being a partnership or joint enterprise between ECUA and _____(Name of Agent-Broker).

11. Public Records. _____(Name of Agent Broker/ Contractor) acknowledges that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to chapter 119, Florida Statutes. In the event Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, ECUA may, without prejudice to any other right or remedy and after giving contractor seven (7) days written notice, during which period Contractor still fails to allow access to such documents, terminate the contract.

Contractor further agrees to:

- a. Keep and maintain public records required to perform services under this Contract.
- b. Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Contract and following completion of the Contract if Contractor does not transfer the records to the ECUA.

- d. Upon completion of the Contract, transfer, at no cost, to ECUA all public records in possession of Contractor or keep and maintain public records required by Contractor to perform the services under this Contract. If Contractor transfers all public records to ECUA upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-969-3300, PUBLICRECORDS@ECUA.FL.GOV and "PUBLIC RECORDS CUSTODIAN," 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

12. Compliance with Laws. _____ (Name of Agent-Broker) agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. Severability; Construction. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

14. Annual Appropriation. ECUA's performance and obligation to fund this Agreement shall be contingent upon annual appropriation by the ECUA Board.

15. Assignment. Neither this Agreement nor any of the rights, interest, or obligations hereunder shall be assigned by any party hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

16. Effective Date. This Agreement shall become effective on the date the second party to execute it does so, thus making it two-sided.

17. Entire Agreement. This Agreement contains the entire agreement between the

parties and supersedes all prior oral or written agreements. _____(Name of Agent-Broker) acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

(Name of Agency/ Agent-Broker)

By:____(Name of Authorized Agency
Official)
Its:

(Title)

Date: _____

EMERALD COAST UTILITIES AUTHORITY

By: _____
Stephen E. Sorrell, P.E., M.P.A.
Its: Executive Director

Date: _____