RESOLUTION NO. 26-2204

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDING RFP 2026-14, PROPERTY, LIABILITY AND WORKERS' COMPENSATION INSURANCE PROGRAM, TO RISK MANAGEMENT ASSOCIATES, INC. D/B/A BROWN & BROWN, IN AN ESTIMATED FIRST-YEAR AMOUNT, INCLUSIVE OF BROKER FEES, OF ONE HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY DOLLARS ($174,770.00), NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR AN INITIAL TERM OF THREE (3) YEARS WITH TWO (2) ADDITIONAL ONE-YEAR OPTIONS TO RENEW; AUTHORIZING THE TOWN MANAGER TO REVIEW, NEGOTIATE, AND APPROVE FUTURE-YEAR INSURANCE PREMIUMS, SUBJECT TO BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") requires property, liability, and workers' compensation insurance coverage and related risk management services for the protection of the Town's operations; and

WHEREAS, on July 20, 2026, the Town issued Request for Proposals ("RFP") 2026-14 for the Town's Property, Liability and Workers' Compensation Insurance Program, and the RFP was advertised in the Community Newspapers, posted to DemandStar, Public Purchase, the Town website, and the Government Center lobby electronic board; and

WHEREAS, the RFP required proposers to possess specified experience providing property, liability, and workers' compensation insurance for public entities in the State of Florida, appropriately licensed key personnel, applicable licensure by the Florida Department of Financial Services, and qualifying public-sector client references; and

WHEREAS, on August 20, 2026, the Town received two (2) proposals in response to RFP 2026-14 from Risk Management Associates, Inc. d/b/a Brown & Brown ("Brown & Brown") and Florida League of Cities, Inc. ("FMIT"); and

WHEREAS, Procurement conducted a due diligence review of the proposals for responsiveness and did not identify material defects in the proposals or deficiencies in the proposers' qualifications that would indicate an inability to perform the required services; and

WHEREAS, an Evaluation Committee comprised of Kay Grant, Chief Financial Officer for the Town; David Ruiz, Risk Manager, JD, CPCU, for the City of Coral Gables; and Cynthia Alejo, Human Resources Specialist for the Town, met on August 25, 2026, to evaluate and rank the responsive proposals; and

WHEREAS, the Evaluation Committee ranked Brown & Brown first with two hundred eighty-one (281) points and FMIT second with two hundred thirteen and fifty-two hundredths (213.52) points, and recommended proceeding with the highest-ranked proposer; and

WHEREAS, Brown & Brown proposes a customized risk management program that includes ongoing communication, annual strategic planning, insurance benchmarking, risk assessments, exposure and coverage gap analyses, property inspections, catastrophe modeling, flood audits, valuation reviews, loss trend analyses, and risk transfer and retention strategies; and

WHEREAS, Brown & Brown has been in business for more than thirty-five (35) years, has provided insurance services to numerous municipalities, and previously provided the Town with Property, Liability and Workers' Compensation Insurance Program services in 2016; and

WHEREAS, Town staff recommends that the Town Council award RFP 2026-14 to Brown & Brown for an initial term of three (3) years, with two (2) additional one-year options to renew, in an estimated first-year amount inclusive of broker fees of One Hundred Seventy-Four Thousand Seven Hundred Seventy Dollars ($174,770.00), not to exceed budgeted funds; and

WHEREAS, insurance premiums will be reviewed annually and the Town Manager, or designee, shall be authorized to review, negotiate, and approve future-year premiums with Brown & Brown, subject to available budgeted funds; and

WHEREAS, the Town Council finds that the award of RFP 2026-14 to Brown & Brown serves a valid public purpose and is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The foregoing recitals are true and correct and are hereby ratified, confirmed, and incorporated herein by this reference as if fully set forth in this Section.

Section 2. Award and Authorization; Implementation. The Town Council hereby awards RFP 2026-14, Property, Liability and Workers' Compensation Insurance Program, to Risk

Management Associates, Inc. d/b/a Brown & Brown, in an estimated first-year amount, inclusive of broker fees, of One Hundred Seventy-Four Thousand Seven Hundred Seventy Dollars ($174,770.00), not to exceed budgeted funds. The Town Manager, or designee, is hereby authorized to negotiate and execute an agreement with Brown & Brown for an initial term of three (3) years, with two (2) additional one-year options to renew, together with any related documents necessary to implement the purposes of this Resolution, subject to approval as to form and legal sufficiency by the Town Attorney. The Town Manager, or designee, is further authorized to exercise the renewal options; review, negotiate, and approve future-year insurance premiums with Brown & Brown; and expend budgeted funds for the Program, subject to the availability and appropriation of funds.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

************THIS PORTION HAS BEEN LEFT PURPOSEFULLY BLANK**************

The foregoing resolution was offered by Vice Mayor Morera who moved its adoption. The motion was seconded by Councilmember Sanchez and upon being put to a vote, the vote was as follows:

Mayor Joshua Dieguez	Yes
Vice Mayor Bryan Morera	Yes
Councilmember Juan Carlos Fernandez	Yes
Councilmember Angelo Cuadra Garcia	Yes
Councilmember Ray Garcia	Yes
Councilmember Steven Herzberg	Yes
Councilmember Alex Sanchez	Yes

Passed and adopted this 15th day of September 2026.

Joshua Dieguez
Mayor

Attest:

Gina M. Inguanzo
Town Clerk

Approved as to form and legal sufficiency:

Lorenzo Cobiella
Gastesi, Lopez Mestre and Cobiella, PLLC
Deputy Town Attorney

Professional Services Agreement for Property, Liability and Workers' Compensation Insurance Program

2026-14

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

Mayor Joshua Dieguez
Vice Mayor Bryan Morera
Councilmember Angelo Cuadra Garcia
Councilmember Juan Carlos Fernandez
Councilmember Ray Garcia
Councilmember Steven Herzberg
Councilmember Alex Sanchez

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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This Agreement made this **14th** day of **OCTOBER** in the year **2026** ("Agreement") by and between the *Town of Miami Lakes*, Florida, hereinafter called the "Town," and ***RISK MANAGEMENT ASSOCIATES, INC.*** hereinafter called the "Consultant," having a principal office at 300 North Beach Street, Daytona Beach, Fl 32114.

RECITALS

WHEREAS the Town has requested the Consultant to provide a property, liability and workers' compensation insurance program ("Services").

WHEREAS, on September 15, 2026, the Town Council adopted Resolution No. 2026- approving the award of Request for Proposals (RFP) No. 2026-14 to the Consultant and authorizing the Town Manager to negotiate and enter into an agreement for a term of three (3) years, with two (2) one-year renewal options, subject to approval as to form and legal sufficiency by the Town Attorney; and

WHEREAS, the Consultant has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A: GENERAL TERMS AND CONDITIONS

1. Definitions

a. Additional Services means any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.

b. Attachments means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

c. Consultant means ***RISK MANAGEMENT ASSOCIATES, INC.,*** which has entered into the Agreement to provide professional services to the Town.

d. Deliverables mean all documentation and any items of any nature submitted by the Consultant to the Town's Project Manager for review and acceptance pursuant to the terms of this Agreement.

e. Errors means Services or work product prepared by the Consultant that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.

f. Hourly Rates means the expense to the Consultant and on an hourly rate basis for employees in the specified professions and job categories assigned to provide Services under this Agreement. Hourly rates are inclusive of al indirect expense, cost, overhead, and margin.

g. Fee means the amount of compensation mutually agreed upon for the completion of Basic Services as determined in accordance with Article A.2.c.i. Fee Amount.

h. Project Manager means the Title of Project Supervisor who will manage and monitor the Services to be performed under this Agreement.

i. ***Professional Services*** means those services within the scope of practice for property, liability and workers' compensation insurance program.

j. ***Scope of Service(s)*** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.

k. ***Town Council*** means the legislative body of the Town of Miami Lakes.

l. ***Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

m. ***Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.

n. ***Work Order*** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Consultant.

o. ***Work Order Proposal*** means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

2. General Conditions

a. Term

The Term of this Agreement shall be for three (3) year(s) commencing on the effective date of the Agreement.

The Town, by action of the Town Manager, has the option to extend the term of the Agreement for two (2) one-year(s) terms, subject to continued satisfactory performance as determined by the Town Manager and to the availability and appropriation of funds.

Should the Town exercise the optional renewal period(s), the Consultant shall maintain, for the entirety of the renewal period(s), the same terms and conditions included in this Agreement, except as to any adjustment of the annual broker fee made in accordance with Section 2.c of this Agreement.

The Consultant agrees that the performance of the Services shall be pursued on schedule, diligently and uninterrupted, at a rate of progress which will reasonably ensure full completion within the agreed time for performance, including all policy renewal and binding deadlines. Failure to achieve timely completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available and permissible by law.

At the sole discretion of the Town, when reasonable grounds for uncertainty exist with respect to the Consultant's ability to timely perform the Services, or any portion thereof, the Town may request that the Consultant, within a reasonable period of time, provide adequate assurances to the Town, in writing, of the Consultant's ability to perform in accordance with the terms of this Agreement. In the event that the Consultant fails to provide the Town the requested assurances in writing within the

prescribed time frame, the Town may treat such failure as a repudiation or breach of this Agreement and resort to the appropriate remedies available and permissible by law.

b. Scope of Services

Consultant agrees to provide the Services as specifically described and set forth in Section B.

Time shall be of the essence with respect to all matters set forth in this Agreement. The Consultant shall render the Services in a diligent, careful, thorough and professional manner consistent with good business practice and shall at all times provide the Town with the most sound and reasonable recommendations and advice. The Town in no way assumes or shares any responsibility or liability of the Consultant under this Agreement.

The Consultant shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by the Consultant to provide the Services contemplated herein.

c. Compensation

i. Fee Amount

The amount of compensation payable by the Town to Consultant for the Services included in Attachment A, in accordance with the Fee Schedule established in Attachment B; provided, however, that in no event shall the amount of compensation exceed $174,770.00 per year for the initial three (3) year period unless **the insurance provided is modified under Section 3 of the Agreement, at which time the fee to be paid to Consultant shall be adjusted accordingly. Any adjustment to the fee shall be subject to approval by action of the Town manager, who has authority to authorize fee adjustments up to $10,000 or Town Council for any fee adjustments exceeding $10,000** and put into effect by written amendment to this Agreement.

The annual fee is inclusive of all labor, materials, travel, overhead, account service, renewal marketing, claims advocacy, loss control coordination, policy review, contract insurance review, meetings, training, administrative support, and all other costs necessary to perform the Services. No reimbursable expense, surcharge, hourly charge, administrative fee, service fee, technology fee, travel charge, or other amount shall be payable by the Town unless expressly approved in advance by written amendment executed with the same formality as this Agreement.

Annual broker fee shall remain firm and fixed for the initial term of the Agreement. The fee for any option or extension periods may be negotiated but shall be capped at 2% of the previous year's annual fee. The Consultant shall provide written notice and justification to the Project Manager within ninety (90) days of the Agreement expiration date for any proposed increase in the annual broker fee.

The Consultant shall not accept any renumeration other than the amount(s) stipulated in Attachment B in connection with providing the Services. The Consultant will disclose to the Town any and all commissions received by the Consultant for the Services provided to Town pursuant to this Agreement. Such commissions shall not include, and the Consultant shall not accept in connection with the Services any additional renumeration.

The program and prices for insurance premium(s) shall be reviewed and approved by the Town each year of the Agreement, including option years.

All Services undertaken by the Consultant before the Town's approval of this Agreement shall be at the Consultant's own risk and expense.

ii. Payments

Consultant shall invoice the Town in accordance with the Fee Scheduled contained in Attachment B of this Agreement.

The Consultant shall attach to the invoice all supporting data for payments acceptable to the Town that documents the costs incurred on an hourly rate.

All payments shall be made in accordance with the Florida Statute 218.74, which is also known as the Local Government Prompt Payment Act.

In the event the Town is not satisfied with the Services provided by the Consultant, the Town may withhold any amounts in dispute until such time as the Consultant has appropriately reached resolution with the Town, consistent with Section 218.76, Florida Statutes. The Consultant will be afforded a reasonable opportunity to address and cure any identified deficiencies prior to any withholding of payment.

3. Additional Services

When the Town desires to obtain insurance pursuant to this Agreement, the Town will notify the Consultant in writing of the specifics of the insurance required, including, but not limited to, the nature of the coverage, the amount of the coverage, and a specification of named insureds, additional insureds, or additional named insureds. The Consultant shall then proceed to obtain quotes for the requested insurance. At such time as the Consultant has completed the process, the Vendor shall submit to the Town a report detailing the work performed by the Consultant, the insurance options available to the Town, the Consultants recommendations with explanation for the recommendation, and all costs, including premiums and commissions, associated with each option. The Town shall review the options and shall either select one of the options available or reject all options. If the Town selects an option, the Town will issue a Purchase Order to the company or companies providing the insurance under that option.

4. Performance

a. Performance and Delegation

The Services to be performed hereunder must be performed by the Consultant or Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subconsultant.

b. Removal of Unsatisfactory Personnel

The Project Manager or Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Consultant or subconsultant.

c. Consultant Key Staff

The parties acknowledge that Consultant was selected by the Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Consultant's employ. Consultant must obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

5. Standard of Care

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

6. Subconsultants

☐ Unless this box is checked, the use of subconsultants is prohibited under this Agreement.

7. Default

a. General

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section does not release Consultant from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Consultant a specified time to correct a default.

b. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

i. Consultant fails to obtain or maintain the required insurance.

ii. Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.

iii. Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

c. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

Notwithstanding the foregoing, during any condition of Force Majeure the Town, at it's sole expense, shall have the right to provide substitute service from third parties or Town forces as may be necessary to meet the Town's needs. If the condition of Force Majeure exceeds a period of thirty (30) days, the Town may, at its option and discretion, cancel or renegotiate this Agreement.

8. <u>Termination of Agreement</u>

a. Town's Right to Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Consultant will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

Upon expiration or termination of this Agreement for any reason, the Consultant shall provide transition assistance requested by the Town for up to thirty (30) days at no additional cost, including transfer of records, policy schedules, loss runs, underwriting submissions, market correspondence, open-service logs, claim status information, carrier contacts, certificates, endorsements, invoices, and other materials necessary for continuity of the Town's insurance and risk management program. The Consultant shall cooperate with any successor broker, insurer, risk pool, claims administrator, or Town representative and shall not withhold records or cooperation based on any payment dispute.

b. Consultant's Right to Terminate

The Consultant shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement. The Consultant has the right to terminate this Agreement for any reason or no reason, upon ninety (90) days' written notice.

c. Termination Due to Undisclosed Lobbyist or Agent

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

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9. <u>Documents and Records</u>

a. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Consultant must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Consultant is to keep copies of all such records, documents, or data for its records. However, Article A6.03 will continue in full force and effect after the expiration or termination of this Agreement.

b. Delivery upon Request or Cancellation

Failure of the Consultant to promptly deliver all such documents in the possession of the Consultant, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

c. Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant must require all of its employees, agents and Subconsultants comply with the provisions of this paragraph. Consultant will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

d. Maintenance of Records

Consultant will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

Notwithstanding the three (3) year period noted above, the Town Manager or designee shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, the right to examine and audit copies of the mutually agreed upon records of the Consultant involving transactions related to this Agreement. The Consultant consents to the Town requesting from the insurance carriers confirmation of all fees, commissions, and other compensation paid to the Consultant arising out of or related to the Town's insurance coverages during the term of this Agreement. Failure by the Consultant to permit such audit, or refusal by the Consultant to allow access by the Town Manager or designee to any such records pertaining to work performed under this Agreement that are subject to Chapter 119, Florida Statutes, shall be grounds for termination of this Agreement by the Town.

Consultant shall also comply with the following requirements of the Florida Public Records Law including:

i. Consultant must keep and maintain all public records required by the Town in order to perform services under this Agreement.

ii. Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested public 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.

iii. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the Town.

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

The Consultant's failure to comply with the public records requirements of this Agreement shall constitute a material breach of this Agreement and grounds for immediate termination.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

e. Confidentiality; Data Security; Security Incidents

Notwithstanding anything to the contrary in the Nondisclosure section of this Agreement, the Consultant shall protect all Town records, claim information, employee information, law enforcement information, medical information, workers' compensation information, insurance data, underwriting materials, loss runs, credentials, nonpublic security information, exempt or confidential public records, and other nonpublic information received, accessed, created, or maintained in connection with this Agreement ("Town Information"). The Consultant shall use Town Information solely to perform the Services and shall not disclose Town Information except as authorized by the Town in writing or as required by law.

The Consultant shall maintain administrative, technical, and physical safeguards appropriate to the nature of the Town Information and sufficient to protect against unauthorized access, acquisition, disclosure, use, destruction, loss, or alteration. The Consultant shall limit access to Town Information to personnel and approved subconsultants with a need to know and shall

require such persons to comply with written confidentiality and data-security obligations no less protective than this Agreement.

The Consultant shall notify the Town in writing within seventy-two (72) hours after discovery of any confirmed unauthorized access, acquisition, disclosure, use, loss, compromise, or breach involving Town Information. The Consultant shall cooperate with the Town in investigating, remediating, documenting, and providing any required notices concerning the incident. The Consultant shall bear all documented costs arising from any incident caused by the Consultant or any person or entity for whom the Consultant is responsible, including forensic investigation, notification, call center, credit monitoring, identity-protection services, legal, regulatory, and remediation costs.

The Consultant shall not store Town Information outside the United States or permit access to Town Information from outside the United States without the Town's prior written approval.

10. Insurance

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Consultant not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Consultant for such coverage purchased.

The Consultant shall procure at its sole cost and expense and maintain without interruption for the full duration of this Agreement (inclusive of applicable extension periods and renewal terms) insurance coverage meeting or exceeding the minimum requirements set forth herein, and shall ensure that the required policies are applicable to the activities contemplated by the RFP and this Agreement. Failure to maintain required insurance coverages shall constitute a material breach of this Agreement. The Consultant shall not maintain any exclusion, limitation, endorsement, or policy provision that materially eliminates the required coverage for the activities contemplated by this Agreement.

The insurance requirements contained in this Agreement represent the minimum insurance requirements for the activities contemplated by this Agreement. The Town reserves the right to require additional insurance coverage or limits if reasonably warranted by a material change in the Consultant's activities, operations, or other applicable Town risk management requirements, provided that any such additional requirement is communicated to the Consultant in writing with reasonable time to achieve compliance. The prescribed insurance requirements shall not limit the liability of the Consultant, or any of its subconsultants, agents, employees or representatives, under this Agreement, or be construed as a limitation of the Consultant's indemnification or contractual obligations to the Town.

a. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

The Town reserves the right, but not the obligation, to reject any insurer providing coverage due to poor or deteriorating financial condition.

b. Verification of Insurance Coverage

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change.

to the extent applicable, additional Insured status and other required endorsements shall be evidenced by an applicable policy endorsement. A certificate of insurance alone shall not constitute evidence of required policy endorsements or the Town's Additional Insured status. Upon request, the Consultant shall provide the Town with mutually agreed upon policy documentation or endorsement forms to permit the Town to verify compliance with these requirements, and the Town reserves the right to request certified copies of endorsements in addition to the certificate of insurance.

c. Forms of Coverage

i. General Liability and Automobile Liability

Consultant must maintain general liability coverage with limits of at least $1,000,000 per occurrence, $2,000,000 aggregate for bodily injury and property damage. The coverage must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements, as applicable. Coverage must be written on a primary, non-contributory basis with the Town listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation is read (30) days/(10) days for nonpayment.

ii. Business Automobile

The Consultant must provide business automobile liability coverage including coverage for all owned, hired and non-owned autos with a minimal combined single limit of $2,000,000. Notice of cancellation should read (30) days/(10) days for nonpayment.

iii. Professional Liability Insurance

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of $2,000,000 per occurrence, $2,000,000 aggregate providing for all sums which the Consultant will be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance must be maintained for at least one year after completion of the construction and acceptance of the construction and acceptance of any project covered by this Agreement.

iv. Workers' Compensation Insurance

The Consultant must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of $1,000,000 each occurrence. Should the Consultant be exempt from Florida's Worker's

Compensation insurance requirement the Consultant must provide documentation from the State of Florida evidencing such exemption.

v. Additional Insured and Policy Endorsement Requirements

Where available and applicable, all liability policies shall include the following required endorsements:

(1) **Additional Insured:** The Town, its elected officials, officers, employees, agents, and volunteers shall be named Additional Insureds on all applicable liability policies. Certificate Holder/Additional Insured: Town of Miami Lakes, 6601 Main Street, Miami Lakes, Florida 33014.

(2) **Primary and Non-Contributory:** All liability coverage shall apply on a primary and non-contributory basis with respect to coverage afforded to the Town, its elected officials, officers, employees, agents, and volunteers as Additional Insureds.

(3) **Waiver of Subrogation:** A waiver of subrogation shall be provided in favor of the Town under Commercial General Liability, Automobile Liability, and Workers Compensation coverages.

11. Miscellaneous

a. Indemnification

The Consultant will hold harmless, indemnify the Town, its officials and employees from any and all third party claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant or the Subconsultants. The Consultant will pay all claims and losses in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Consultant's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Consultant's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants, or representatives. The Consultant shall not be obligated to indemnify the Town Parties (as defined below) to the extent a claim is caused by the negligent, reckless, intentional, or wrongful act or omission of the Town Parties.

Without limiting the foregoing, and to the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless the Town, its elected and appointed officials, officers, employees, agents, volunteers, and representatives (collectively, the "Town Parties") from and against any and all claims, demands, suits, causes of action, proceedings, losses, damages, liabilities, settlements, judgments, penalties, fines, costs, expenses, and direct damages, including reasonable attorneys' fees, paralegal fees, expert fees, consultant fees, and court costs, whether asserted by a third party or incurred directly by the Town, arising out of or relating to: (1) any breach of this Agreement by the Consultant; (2) any negligent, reckless, intentional, wrongful, or professionally deficient act or omission of the Consultant or any person or entity for whom the Consultant is responsible; (3) the Consultant's failure to procure, place, renew, bind, evidence, review, service, or maintain insurance coverage requested by or required for the Town; (4) the

Consultant's failure to timely report, preserve, monitor, advocate, or assist with any claim or coverage matter; (5) any misrepresentation, omission, nondisclosure, or inaccurate recommendation concerning coverage, exclusions, limits, deductibles, retentions, premiums, commissions, market responses, carrier ratings, or claim rights; (6) any unauthorized disclosure, misuse, loss, compromise, or breach of Town data, confidential information, exempt information, or public records; (7) any violation of applicable law, rule, regulation, license requirement, or permit requirement; or (8) any act or omission outside the scope authorized by this Agreement.

The Consultant's duty to defend shall arise upon the assertion of any claim, demand, suit, proceeding, or allegation that, if true, would be covered by the Consultant's indemnity obligations. The Town may select its own counsel where a conflict exists, where the claim involves the Town's sovereign immunity, public records obligations, constitutional or civil-rights issues, or elected or appointed officials, or where the Town determines that separate counsel is reasonably necessary to protect the Town's interests. The Consultant shall not settle any matter in a manner that imposes any admission, obligation, policy change, payment, release, operational restriction, or non-monetary condition on any Town Party without the Town's prior written consent.

The Consultant's indemnification and defense obligations to the Town shall survive termination or expiration of this Agreement for a period of four (4) years, or the applicable statute of limitations, whichever is longer.

b. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

c. Nonexclusive Agreement

Consultant Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Consultant that the Town has engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Consultant and those other firms engaged, are delineated by the Project Manager so that the Consultant and those similarly engaged are clear as to their responsibilities and obligations.

d. Successors and Assigns

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

Any attempted assignment, transfer, or other conveyance of any rights or obligations under this Agreement without the Town's prior written consent shall be void and shall constitute a material breach of this Agreement, entitling the Town to immediate termination. No assignment or transfer, even if consented to by the Town, shall relieve the Consultant of any obligation or liability under this Agreement.

e. Applicable Law and Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Article A7 where Consultant must pay the Town's reasonable attorney's fees.

Any such action shall be brought and resolved exclusively in the state or federal courts located in Miami-Dade County, Florida, including related appellate courts, and the parties irrevocably submit to the jurisdiction of such courts. Notwithstanding the foregoing, if the Town is required to enforce this Agreement because of the Consultant's breach, default, indemnity obligation, public records noncompliance, audit noncompliance, compensation noncompliance, or other failure to perform, the Consultant shall reimburse the Town for all reasonable attorneys' fees, , expert fees, consultant fees, court costs, and documented expenses incurred by the Town, including fees and costs incurred before suit, at trial, on appeal, in bankruptcy, and in post-judgment proceedings. The Consultant may recover fees or costs from the Town only to the extent expressly authorized by applicable Florida law and subject at all times to the No Waiver of Sovereign Immunity section of this Agreement and Section 768.28, Florida Statutes.

f. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:
Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

For Consultant: **Bill Willson** or
Matthew Montgomery, VP
Risk Management Associates, Inc.
300 North Beach Street
Daytona Beach, Fl 32114
Bill.Wilson@bbrown.com

With a copy to:
Rosa Marrero
Procurement Manager
At the same address as above
marreror@miamilakes-fl.gov

With a copy to:
Brown & Brown, Inc.
300 N Beach Street
Daytona Beach, FL 32114
Attn: Legal Department
Email: legal.notice@bbins.com

With a copy to:
Lorenzo Cobiella / Raul Gastesi
Miami Lakes, Fl
cobiellal@miamilakes-fl.gov

g. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

h. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

i. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

Without limiting the foregoing, in the event of any conflict, inconsistency, ambiguity, or discrepancy among the documents comprising this Agreement, the documents shall control in the following order of precedence: first, this Agreement and any duly executed amendments; second, the Town's RFP, including all Town-issued addenda, minimum insurance requirements, and procurement terms; and third, the Consultant's Submittal, but only to the extent it is not inconsistent with, does not limit, and does not reduce the Consultant's obligations under this Agreement or the RFP. Any term in the Consultant's Submittal that provides the Town with greater rights, broader services, shorter response times, lower cost, or greater protection shall be deemed incorporated for the Town's benefit. No proposal term, marketing statement, exception, limitation, or qualification submitted by the Consultant shall reduce, condition, or supersede any

Town requirement unless expressly identified in this Agreement and approved in writing by the Town Manager and Town Attorney.

j. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions with all Subconsultants and/or independent Consultants and/or Consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

k. Compliance with Laws

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Consultant maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

The Consultant shall comply with all applicable federal and Florida laws, rules, regulations, licensing requirements, and insurance requirements governing insurance producers, agents, brokers, surplus-lines placements, rebating, compensation disclosures, carrier appointments, market conduct, privacy, claims handling support, and insurance transactions. Nothing in this Agreement requires the Consultant to rebate or return commissions where prohibited by applicable law or binding federal program requirements; however, the Consultant shall disclose any such restriction to the Town in writing, identify the affected policy or program, and apply all lawful commission offsets, credits, rebates, refunds, or deductions to the maximum extent permitted.

i. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Consultant further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

During the term of this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, national origin, sex, age, disability, religion, marital status, familial status, sexual orientation, gender identity or expression, or any other basis prohibited by federal, state, or local law in connection with any activities conducted pursuant to the Services covered under this Agreement.

ii. ADA Compliance

Consultant must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Consultant must take affirmative steps to insure nondiscrimination in employment of disabled persons.

l. No Partnership

Consultant is an independent Consultant. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

m. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

n. Resolution of Disputes

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A8.05, Notices. Consultant must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Consultant. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Consultant will not be entitled to seek judicial relief unless:

i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or

ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or

iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

o. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Consultant shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

p. Third-Party Beneficiary

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

q. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

r. Limitation of Liability

The parties agree that Consultants, its officers, directors, agents, and employees, shall not be liable to Town, under any theory of law including negligence, tort, breach of contract, or otherwise, for any losses that exceed the annual fees actually paid to Consultant with respect to the Services in question. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY, PUNITIVE, CONSEQUENTIAL, INDIRECT SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATE OR USE, EVEN IF SUCH PARTY HAS ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. Notwithstanding the foregoing, the limitations set forth in this Section shall not apply to or limit (i) the Consultant's defense and indemnification obligations under this Agreement; (ii) the Consultant's obligations under the Confidentiality; Data Security; Security Incidents section of this Agreement; or (iii) claims arising from the Consultant's gross negligence, recklessness, or intentional misconduct.

s. Severability

The invalidity of the unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

t. No Waiver of Sovereign Immunity

Nothing in this Agreement shall be construed as an express or implied waiver of the Town's sovereign immunity, or as an agreement by the Town to indemnify, defend, or hold harmless the Consultant, beyond the Town's liability expressly provided by applicable Florida law, including Section 768.28, Florida Statutes, as amended.

Any claim against the Town arising out of this Agreement shall be subject to the limitations, procedures, and requirements set forth in Section 768.28, Florida Statutes, as amended, including but not limited to the monetary caps on judgments and settlements, the requirement of presentment of claims, and the prohibition on attorney's fees and costs against the Town except as expressly provided by law.

To the extent the Consultant is entitled to any provision of immunity under Florida law, the Consultant acknowledges that such immunity does not extend to its contractual indemnification obligations under this Agreement, which constitute a voluntary assumption of liability and are independently enforceable.

Any reference to Section 768.28, Florida Statutes, includes such statute as amended from time to time. Nothing in this Agreement shall be construed to expand the amount, scope, procedure, waiver, or remedies available against the Town beyond those expressly provided by applicable Florida law at the time a claim accrues. This provision shall survive termination or expiration of this Agreement.

u. Representations and Warranties of Consultant

The Consultant hereby warrants and represents, at all times during the term of this Agreement, inclusive of any renewals thereof, that: (1) the Consultant, and its employees and subconsultants, shall maintain in good standing all licenses, certifications, appointments and permits required under federal, state and local laws necessary to perform the Services hereunder; (2) the Consultant is duly organized, validly existing and in good standing under the laws of the state of its organization, and is duly registered, licensed and authorized to do business in the State of Florida; (3) the execution, delivery and performance of this Agreement by the Consultant has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against the Consultant in accordance with its terms; (4) the Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner; (5) the Consultant is not delinquent in the payment of any sums due the Town, including permit fees or local business taxes, or in the performance of any obligations to the Town; (6) all personnel assigned to perform the Services shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (7) the Services will be performed in the manner described in this Agreement and its Attachments for the budgeted amounts, rates and schedules.

The Consultant warrants that any and all work, materials, services or equipment that may reasonably be inferred from this Agreement and its Attachments as being required to produce the intended result will be supplied by the Consultant at its own cost, whether or not specifically called for.

v. Non-Collusion

The Consultant certifies that it has not divulged, discussed or compared its proposal with other individuals or entities that submitted proposals to the Town for the Services and has not colluded with any other individual or entity whatsoever.

w. Conflicts of Interest

The Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment, including by payment of a gift or gratuity or offer of employment to any official or employee of the Town, or to any Town agency or selection committee.

The Consultant represents that it does not employ, directly or indirectly, the Mayor, any member of the Town Council, or any official, department director, head of any Town agency, or member of any board, committee or agency of the Town, and does not employ, directly or indirectly, any employee or member of any board, committee or agency of the Town who, alone or together with his or her household members, owns at least five percent (5%) of the total assets or common stock of the Consultant.

The Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than one hundred dollars ($100) in the aggregate in any calendar year to the Mayor, any member of the Town Council, any Town department head or director, any employee of the Town, any Town agency, or any member of an advisory board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement, and that no person having any such interest shall be employed or engaged by it for the Services. The Consultant, its officers, personnel, subsidiaries and subconsultants shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence the Consultant's exercise of judgment or the quality of the Services, and shall not perform consulting work for any third party that would in any way conflict with the Services to be provided to the Town under this Agreement.

The Consultant, its officers, personnel, subsidiaries and subconsultants shall not, during the term of this Agreement, serve as an expert witness against the Town in any legal or administrative proceeding unless compelled by court process, and shall not give sworn testimony or issue a report or writing, as an expression of expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

The Consultant shall promptly notify the Town in writing by certified mail of all potential conflicts of interest or any event described in this section. Said notification shall identify the prospective business interest or circumstance and the nature of work that the Consultant intends to undertake and shall request the opinion of the Town as to whether such association, interest or circumstance would constitute a conflict of interest if entered into by the Consultant. The Town agrees to notify the Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of said notification and request. If, in the opinion of the Town, the prospective business

association, interest or circumstance would not constitute a conflict of interest, the Town shall so state in its opinion and the Consultant may, at its option, enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to the Services provided to the Town under this Agreement. In the event the Consultant is permitted to utilize subconsultants, the Consultant shall prohibit such subconsultants, by written contract, from having any conflicts within the meaning of this section.

x. Survival of Provisions

Any terms or conditions of this Agreement that require acts beyond the date of the term of this Agreement shall survive termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

y. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

z. E-Verify

The Consultant shall comply with Section 448.095, Florida Statutes, as amended, and shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Consultant shall require each subconsultant performing work under this Agreement to provide an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien.

The Consultant shall maintain all affidavits and records required by Section 448.095, Florida Statutes, and shall provide them to the Town upon request. If the Town has a good-faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, or Section 448.095, Florida Statutes, the Town shall terminate this Agreement. If the Town has a good-faith belief that a subconsultant knowingly violated those statutes, but the Consultant otherwise complied, the Consultant shall immediately terminate the subcontract. Termination under this section shall not be considered a breach by the Town and may subject the Consultant to the consequences provided by Florida law.

aa. Scrutinized Companies

The Consultant certifies that it is not on any list maintained pursuant to Section 287.135, Florida Statutes, that would prohibit the Town from contracting with the Consultant, and that the Consultant is not engaged in a boycott of Israel within the meaning of Florida law. If this Agreement is for One Million Dollars ($1,000,000.00) or more, the Consultant further certifies that it is not engaged in business operations in Cuba or Syria and is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Town may terminate this Agreement immediately if the Consultant submits a false certification or becomes subject to termination under Section 287.135, Florida Statutes.

END OF SECTION

SECTION B SCOPE OF SERVICES

1. Scope of Services

The Consultant shall provide insurance coverage and shall be responsible for managing all of the Town's insurance needs during the period of the Agreement, as well as providing claims management as part of the Services in accordance with its Submittal in response to the Request for Proposals ("RFP"), hereby incorporated into the Agreement as Attachment A. Consultant shall also be responsible for recommending Services that will be meet the needs of the Town in terms of cost, level of protection, and long-term feasibility.

2. Lines of Insurance

The Consultant shall provide the Services in relation to the following lines of insurance (collectively, the "Lines of Insurance"): (a) Property; (b) General Liability; (c) Automobile Liability; (d) Public Officials Liability/Employment Practices Liability; (e) Workers' Compensation; (f) [Storage Tank Liability]; (g) [Fine Arts]; (h) Special Events; (i) Fiduciary Liability; and (j) any other coverages required by the Town. In the event the Town requires any additional lines of coverage not included in the Services, the Consultant and the Town shall negotiate any adjustment to the fee in accordance with Sections 2.c and 3 of this Agreement.

3. Consultant's Responsibilities

(a) The Consultant shall work with the appropriate insurance carriers to secure all Lines of Insurance required by this Agreement and contemplated in the RFP, and shall provide coverage recommendations in the best interest and welfare of the Town.

(c) The Consultant shall monitor claims reserve activities and participate with the Town in periodic claims reviews as requested by the Town.

(d) The Consultant shall act as the Town's advocate with the insurance carriers, challenge claim denials or declinations, negotiate reserves, negotiate favorable coverage interpretations, and make certain that strategic claims management practices are developed, implemented, and maintained.

(e) The Consultant shall at all times act in the best interests of the Town and shall provide objective, unbiased, and fully informed recommendations concerning insurance markets, coverage terms, limits, deductibles, exclusions, retentions, carrier financial strength, claims handling, risk transfer, and total cost of risk. The Consultant shall not place, recommend, renew, or steer any Town coverage based on the Consultant's compensation, carrier incentives, production arrangements, contingent compensation, ownership interests, preferred-market relationships, or any factor other than the Town's best interests. The Consultant shall promptly disclose to the Town, in writing, any actual, potential, or perceived conflict of interest, including any financial relationship with any insurer, managing general agent, wholesale broker, intermediary, claims administrator, risk pool, vendor, or service provider proposed for use by the Town.

4. Minimum Service Levels

Without limiting any other obligation under this Agreement, the Consultant shall comply with the following minimum service levels:

(1) respond to Town telephone calls and emails the same business day, and in no event later than twenty-four (24) hours after receipt;
(2) prepare specifications and underwriting data for Town review sufficiently in advance to permit submission to insurance markets no later than sixty (60) days before applicable policy expiration;
(3) present side-by-side renewal proposals, complete market summaries, material coverage changes, and written recommendations no later than thirty (30) days before applicable policy expiration, unless the Town approves a different date in writing;
(4) report any new loss to the applicable insurer, risk pool, claims administrator, or other responsible party within three (3) business days after receiving notice from the Town, and sooner where necessary to preserve the Town's rights;
(5) deliver binders, certificates, auto identification cards, invoices, policies, endorsements, and other required coverage documents within the time periods required by this Agreement and its Attachments and, in all events, in sufficient time to avoid any lapse, impairment, or delay in coverage;
(6) coordinate quarterly claims review meetings for liability and workers' compensation claims and provide monthly claim status reports during open claim processes when requested by the Town;
(7) provide not less than [four (4)] days of in-person loss control or safety training per contract year at no additional cost; and
(8) conduct not less than [one (1)] annual on-site risk assessments at no additional cost.

END OF SECTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

Robin Russell

Signature

Robin Russell, Vice President

Print Name, Title

ATTEST:

Firm's Secretary

(Affirm Firm's Seal, if available)

RISK MANAGEMENT ASSOCIATES, INC.

Signature

Matthew Montgomery, Executive Vice President

Print Name, Title of Authorized Officer or Official

(Corporate Seal)

Date: 10/15/2026

ATTEST:

Gina Inguanzo, Town Clerk

Town of Miami Lakes, a municipal corporation of the State of Florida

Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Town Attorney

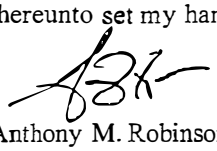
CERTIFICATE OF INCUMBENCY
OF RISK MANAGEMENT ASSOCIATES INC.

I, Anthony M. Robinson, being the duly authorized Assistant Secretary of Risk Management Associates, Inc., hereby certify that:

1. The authorized signing officers of the Corporation are hereinafter listed:

P. Barrett Brown	President
Matthew Montgomery	Executive Vice President
James Lanni	Vice President
R. Andrew Watts	Vice President
Anthony M. Robinson	Vice President/Assistant Secretary
Joseph Stanton	Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand on January 15, 2026.



Anthony M. Robinson
Vice President/Assistant Secretary

Attachment A – Scope of Services

The Request for Proposals ("RFP"), inclusive of its Scope of Work, and Submittal in response to the RFP are hereby incorporate into the Agreement and stipulate the Scope of Work to be performed by.

MIAMI LAKES
Growing Beautifully

Town of Miami Lakes

Request for Proposal No. 2026-14

Property, Liability and Workers' Compensation Insurance Program

PRICE COMPONENT

Response Prepared By:

Risk Management Associates, Inc.
A wholly owned subsidiary of Brown & Brown, Inc.

Contact & Contract Liaisons:
Matt Montgomery – Executive Vice President
Bill Wilson, MBA –Public Risk Advisor
300 North Beach Street
Daytona Beach, FL 32114
(386) 333-6058 Business Phone
(386) 239-4049 Business Fax

Submittal Date: August 20, 2026 at 11:00 AM

COPY

Brown & Brown

Attachment "A"
Price Proposal Worksheet
RFP 2026-14
Property, Liability, and Workers' Compensation Insurance

Notes:

***Premium must be guaranteed for the initial twelve (12) month coverage period.**

****Annual Broker's Fees must be fixed for the initial three (3) years of the contract and shall be inclusive of all travel, equipment, quarterly and annual audits and any other related expenses.**

Proposer:

Item No.	Item Description (Insurance Coverage Type)	(A) Premium*
EXAMPLE	*Automobile*	*$13,500*
1	Property	$79,091.00
2	General Liability	$29,769.00
3	Automobile Liability & Physical Damage	$6,842.00
4	Public Officials and Employment Practices Liability	$19,680.00
5	Excess Liability	N/A
6	Inland Marine	$2,987.00
7	Government Crime	$1,035.00
8	Workers' Compensation	$16,836.00
9	Cyber Liability	$3,530.00
10	** Broker's Fee (fixed)	$15,000.00
		$174,770.00

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Firm's Name: Risk Management Associates, Inc. dba Brown & Brown Public Sector

Town/State/Zip: Daytona Beach, FL 32114

Signature of Authorized Signatory:

Printed Name/Title: Matthew Montgomery, Executive Vice President