

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2022, (the “effective date”) by and between the City of Delray Beach, a Florida municipal Corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Relation Insurance Services of Florida, Inc., a Florida Corporation (hereafter referred to as “Contractor”), whose address is 700 SE Central Parkway, Stuart, Florida 34994.

WHEREAS, the City desires to retain the Contractor to provide property and casualty insurance broker services in accordance with the City’s Request for Proposal No. 2022-006, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Request for Proposal No. 2022-006, and the Contractor’s response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide property and casualty insurance broker services pursuant to the specifications accompanying the City’s Request for Proposal, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay the Contractor in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit “A,” according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
- iii. As to the Contractor: Relation Insurance Services of Florida, Inc.
700 Central Parkway
Stuart, Florida 34994
Attn: Tim McCreary, President
tim.mccreary@relationinsurance.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-VERIFY.

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. CONTRACT TERM

This term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for up to three (3) additional one (1) year periods, unless terminated earlier in accordance with terms set forth in this Agreement.

(Remainder of this page is intentionally left blank.)

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

CITY OF DELRAY BEACH

By: _____
Shelly Petrolia, Mayor


ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

RELATION INSURANCE SERVICES OF
FLORIDA, INC.

By: _____
DocuSigned by:

3950DBD4A172440...

Print Name: Edward Nathan Page

Title: President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ____ OR Produced Identification ____
Type of Identification Produced _____

Notary Public – State of _____

EXHIBIT A

Tab 9- Fee Proposal

Proposers shall submit the electronic bid form in BidSync to submit its Fee Proposal. The following pricing shall be all inclusive to provide insurance broker in accordance with the requirements outlined in Section 4 - Scope of Services, and as set forth in this RFP document.

The Proposer’s fee for property and casualty broker services shall remain firm for the term of the Agreement. The option for renewal shall be exercised upon mutual agreement between Contractor and City, by written agreement with all original terms and conditions adhered to with no deviations.

- 1. Identify Proposer’s preferred method of compensation, either commission or fee basis, and explain the reasoning for selecting this method. **NOTE:** Flat Fee Proposals will require a notarized statement executed by Proposer that such fees are net of any premium, (e.g., premium excludes any commission), for all contract years.

Flat Fee Proposal

1.	ANNUAL FLAT FEE PROPOSAL	\$ 44,000
----	--------------------------	-----------

Commission-Based Fee Proposal

1.	ANNUAL COMMISSION FEE PROPOSAL	N/A
----	--------------------------------	-----

- 2. Proposer must identify the amount and sources of any commissions it will receive from sources other than the City. NO other fees from other sources.
-