

AGREEMENT

between

THE CITY OF COCONUT CREEK

and

RSC INSURANCE BROKERAGE, INC. INCLUDING ITS DIVISION, GEHRING GROUP

for

INSURANCE BROKERAGE SERVICES

RFP NO. 02-09-22-10

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and RSC Insurance Brokerage, Inc. including its division, Gehring Group, a Florida corporation with offices located at 3500 Kyoto Gardens Dr. Palm Beach Gardens, FL 33410 (the "Vendor") to provide Insurance Brokerage Services pursuant to RFP No. 02-09-22-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 02-09-22-10, all addenda issued prior to execution of this Agreement, the documents submitted by Vendor in response to RFP No. 02-09-22-10 ("RFP Response Documents"), and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement and its Exhibits A, B, and C, will control, the RFP documents, and addenda, and the RFP Response documents, in that order.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and RFP No. 02-09-22-10, as set forth below and in Exhibit B "Scope of Services":

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours' written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the

Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Vendor/Contractor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

3) Contract Price

The Agreement shall be performed pursuant to RFP No. 02-09-22-10. Pricing shall be as per the Fees listed in Exhibit "A" and shall include all costs associated with the project including labor, equipment, supplies, management, etc.

Pricing is subject to Performance Guarantees as set forth in Exhibit "C".

4) Contract Term

The initial Agreement period shall expire on February 28, 2027.

5) Contract Extension

The City reserves the right to extend the Agreement for five (5) additional one (1) year periods, provided both parties agree to the extension. Following the initial term, the vendor may propose rate increases not to exceed two percent (2%) each renewal year. All other terms, conditions and specifications remain the same. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor/Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor/Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor/Contractor, which policies of Vendor/Contractor shall not conflict with City,

State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor/Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor/Contractor and the City and the City will not be liable for any obligation incurred by Vendor/Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor/Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor/Contractor.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Cindy Thompson
3500 Kyoto Gardens Dr
Palm Beach Gardens, FL 33410
Phone: (561) 626-6797
Fax: (561) 626-6970
Email: cindy.thompson@gehringgroup.com
Web Address: www.gehringgroup.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

11) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) E-Verify

a) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

b) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

1. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
3. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This 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. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a 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 this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

15) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

16) Interpretation

It is acknowledged that each party to this Agreement had the opportunity to be represented by

counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and _____, signing by and through _____ (President, Owner, CEO, etc.) duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager Date

Joseph J. Kavanagh Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

[Vendor's Signature to Follow]

ATTEST:

**RSC INSURANCE BROKERAGE, INC.
INCLUDING ITS DIVISION, GEHRING
GROUP**

Cindy A. Thompson
(Corporate Secretary)

Kurt N. Gehring
Signature of Managing Director

04/19/2022
Date

Cindy Thompson
Type/Print Name of Corporate Secy.

Kurt N. Gehring
Type/Print Name of Managing Director

(CORPORATE SEAL)

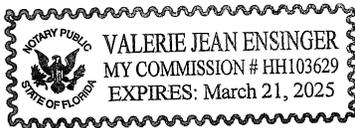
CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of April, 2022, by Kurt N. Gehring as Managing Director for RSC Insurance Brokerage, Inc., including its Division, Gehring Group

Valerie Jean Ensinger
Signature of Notary Public
State of Florida at Large



Valerie Jean Ensinger
Print, Type or Stamp
Name of Notary Public

Personally known to me or
 Produced Identification

personally known
Type of I.D. Produced

DID take an oath, or
 DID NOT take an oath.

EXHIBIT "A"

CITY OF COCONUT CREEK

INSURANCE BROKERAGE SERVICES

RFP NO. 02-09-22-10

Fees

RSC Insurance Brokerage, Inc. including its division, Gehring Group, will provide all services as included and described in **Exhibit "B"** and will be paid through commissions from insurance carriers equal to the following percentages and subject to the following caps per fiscal year (October 1 – September 30, and prorated for any partial fiscal years), for insurance programs secured by RSC Insurance Brokerage, Inc. including its division, Gehring Group. RSC INSURANCE BROKERAGE, INC. INCLUDING ITS DIVISION, GEHRING GROUP, will provide CITY an accounting of all commissions received, annually or upon request by the CITY. RSC INSURANCE BROKERAGE, INC. INCLUDING ITS DIVISION, GEHRING GROUP, agrees to allow the CITY to audit the annual accounting through direct contact with the carriers. RSC INSURANCE BROKERAGE, INC. INCLUDING ITS DIVISION, GEHRING GROUP, will release the carrier to provide information regarding any and all payment of aforementioned compensation upon request by the CITY.

Description	Commission (%)	\$ Cap for Commission-based Fees
Medical	2%	\$83,000
Dental	5%	\$6,000
Short-Term Disability	3%	\$4,000
Long-Term Disability	3%	\$3,000
Life Insurance	3%	\$4,000
Accidental Death and Dismemberment	3%	\$1,000
Benefits Administration Software Package	*Included	N/A
ACA Compliance Reporting Software and Related Tax Filing Service	**Included	N/A

*If the City deems the Benefits Administration Software Package is no longer needed, the annual cap on the Commission for Medical insurance shall be reduced by \$30,000.

**If the City deems the ACA Compliance Reporting Software and Related Tax Filing Services are no longer needed, the annual flat dollar cap for the Commission for Medical insurance shall be reduced by \$2,500.

EXHIBIT “B”

SCOPE OF SERVICES

1. PURPOSE

The City will not accept proposals from firms that have a contractual relationship with an insurance carrier that would preclude the firm from being unbiased in the services provided to the City. The awarded Consultant shall not receive any fees, commissions or other benefits for the insurance/carrier firms that may propose on any of the City’s RFPs or from an awarded carrier, unless disclosed in advance to the City during the Proposal submittal.

2. GENERAL EMPLOYEE BENEFIT PLAN INFORMATION

- 524 benefits-eligible employees, retirees and Cobra participants
- All employees located in Florida, retirees and Cobra participants may be elsewhere
- Plan year is October 1 – September 30
- Medical – 2 Plans Open Access Plus HDHP with HSA; Open Access Plus In-Network
- Dental – 2 Plans DPPO & DHMO
- Short Term Disability
- Long Term Disability
- Group Life & AD&D
- Employee Assistance Program
- Pre-paid Legal
- Insurance Supplements (AFLAC plans)

The City is seeking a qualified consultant to provide both “ongoing services” and “renewal year services,” as outlined in Scope of Services, for Medical, Dental, and possibly Short-term and Long-term Disability, and Life Insurance and Accidental Death and Dismemberment plans only. Please provide the fees for each line of coverage individually, noting any package discounts that may be available. The City would like the option to contract with the awarded Proposer on a project-basis for “renewal year services,” as outlined in Scope of Services, only for other benefits as needed.

3. SCOPE OF SERVICES

This section outlines the products and services that the City expects to receive from a qualified Proposer as a subject matter expert. Such Proposer will assist in the design and implementation of a comprehensive employee benefits program for fiscal year 2022 and beyond.

It is essential that the successful Proposer provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any contract with City. The Proposer must assign specific individuals to the key positions. Once assigned to work under any contract with City, key personnel shall not be removed or replaced without prior written notification to the City.

Expected deliverables include, but are not limited to:

A. ON-GOING SERVICES

1. Monitor the programs’ operations throughout the year to ensure that benefit providers are meeting all customer service requirements and standards.
2. Act as a liaison between the City and providers to assist with resolving claim disputes, contract administration and interpretations, and other issues, and provide related administrative support as requested.

3. Provide dedicated personnel to manage the account relationship with the City by acting as the primary contact, and ensuring personnel availability for meetings, phone calls, and e-mail correspondence as required.
4. Meet quarterly (or more frequently when reasonably necessary) with specific City staff.
5. Coordinate annual audits of City's benefits plans and associated vendors; prepare annual financial reports on plan year outcomes.
6. Prepare and deliver claims experience and any other necessary reports to City designee(s) at intervals acceptable to the City.
7. Provide advice and assistance in the review of City employee health and medical benefits program on a continuing basis to ensure such plans are in compliance with state/federal requirements and maintain adequacy benefits with respect to other plans.
8. Stay current on proposed and/or newly adopted state and federal legislation related to employee and retiree benefits, as well as modifications to existing state and federal laws related to employee and retiree benefits, including, but not limited to, HIPAA, COBRA, PPACA, etc. Provide this information to the City's designee(s) in addition to advising of applicable benefit and funding trends that may affect the benefits program.
9. Draft new or make necessary updates to existing employee benefits plan documents and draft documents required for approval process;
10. Prepare and submit written reports and other documents as required by the State and/or Federal Government;
11. Assign a Wellness Coordinator or similar dedicated personnel to assist in coordination of the City's wellness initiatives.
12. Prepare, conduct, and analyze employee benefits surveys with City employees and other employers to ensure competitive benefits plans and plan satisfaction.
13. Provide health advocacy services directly to plan members, including but not limited to, reviewing hospital and doctor bills, reviewing Explanation of Benefits for claims accuracy, developing claims appeals, facilitating members with pharmacy delays or denials, assisting with member eligibility, explaining available benefits and services, and providing periodic on-site visits to provide said services; or coordinate and provide funds for said service.
14. Provide comprehensive online benefits enrollment and administration software service that integrates with City's benefits plans and financial software, or coordinate administration and provide funds for said service.
15. Provide PSST ACA Track or similar platform solution to prepare Form 1095-C and mail to the City's plan participants and to electronically file the Employer Form 1094-C as required under the Affordable Care Act.
16. Maintain the confidentiality of City records and data where applicable under federal and state laws.
17. Provide online training and resource platform that assists with employee development and legal compliance, such as Mineral (formerly ThinkHR), or coordinate administration and provide funds for said service.
18. Provide educational webinars and conferences that inform City employees of current legislation and legal compliance matters, or coordinate administration and provide funds for said service.
19. Perform other related services on an "as needed" basis.

B. RENEWAL YEAR SERVICES

1. Research, design and propose employee benefit plans for the City as appropriate, using City's current benefits plans as benchmarks.

2. Provide dedicated personnel to act as primary contact and manage the City's plan year renewal processes, ensuring personnel availability for meetings, phone calls, and email correspondence as required.
3. Meet with the City as necessary to discuss benefit plan options and establish goals and objectives for the City's benefits program as necessary.
4. Review past performance and provide analysis of proposed renewal of current plan and/or alternatives.
5. Review and recommend additional available cost savings plan alternatives and creative funding options.
6. Review existing contribution structure, determine appropriate employee and employer benefit contribution levels, and recommend annual contribution strategy.
7. Provide City information regarding benefits programs offered by municipalities of comparable size and location in the upcoming plan year.
8. Conduct renewal negotiations and develop appropriate information for management purposes.
9. Upon City's request, assist in coordinating a comprehensive "Request for Proposal" (RFP) process to identify potential high quality vendors, according to established City guidelines. The scope of this RFP may include, but is not limited to: Medical, Dental, Vision, Employee Assistance Program, Basic Life, Voluntary Life (Employee and Dependent), Accidental Death & Dismemberment, Short Term & Long Term Disability insurance providers.
10. Act as Lead Negotiator and Consultant to the City during benefit contract negotiations and renewals.
11. Prepare and present a written analytical report of the proposals received including disruption analyses, recommendation(s) and supporting documentation for recommendations.
12. Advise and assist with the review of contracts, plan documents, insurance policies and other documents (employee booklets, SPD, SBC, etc.), and master contracts for applicability, accuracy, consistency, and legal compliance before adoption and printing.
13. Assist with the planning and implementation of selected benefits including vendor selection and transition, participant eligibility and enrollment, and other related tasks.
14. Develop City's employee benefit program communication materials, and coordinate the design, printing and production of those materials, as edited and approved by the City's designee(s).
15. Advise and assist the City's Employee Benefits Administrator with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance.
16. Assist City with the development of the City's performance guarantees relating to vendors' performance of services to the City, and evaluation of said performance.

EXHIBIT “C”

Performance Guarantees

Account Management

25% of Total Fees at Risk

Account Management Composite Score (all categories) will be assessed quarterly on a scale of 1-5. An average annual score based on the four (4) quarterly assessments must be at least 4.0 for RSC Insurance Brokerage, Inc. including its division, Gehring Group, to avoid reimbursing the Fees at Risk to the City. *See scale below.*

Categories for Assessment:

- **Customer Support and Responsiveness** – Requests are acknowledged within one business day, and status updates are provided at least every two business days until issue is resolved.
- **Deadlines and Deliverables for Implementation and Open Enrollment** – Are met within agreed upon timeline.
- **Wellness Support** – Strategizes with the City to develop measurable wellness goals to incentivize employee participation and positively impact future insurance renewals. Coordinates and facilitates planning meetings with the City and initiatives to achieve these goals.

Analytics

25% of Total Fees at Risk

Analytic Composite Score (all categories) will be assessed quarterly on a scale of 1-5. An average annual score based on the four (4) quarterly assessments must be at least 4.0 for RSC Insurance Brokerage, Inc. including its division, Gehring Group, to avoid reimbursing the Fees at Risk to the City. *See scale below.*

Categories for Assessment:

- **Deadlines and Deliverables** – Are met within agreed upon timeline.
- **Accuracy** – Documentation and analyses are prepared accurately.
- **Claims Reports** – Are provided to client monthly (subject to availability of carrier reporting).
- **Plan Analyses** – Are provided to include recommended plan design changes to achieve renewal and long-term goals.

Benefit Consultant

25% of Total Fees at

Risk

Benefit Consultant Composite Score (all categories) will be assessed quarterly on a scale of 1-5. An average annual score based on the four (4) quarterly assessments must be at least 4.0 for RSC Insurance Brokerage, Inc. including its division, Gehring Group, to avoid reimbursing the Fees at Risk to the City. *See scale below.*

Categories for Assessment:

- Coordination and facilitation of Bi-Monthly Strategy meetings
- Timely notification of team assignment changes and Gehring Group executive staff updates
- **Strategy and Benchmarking** – Proactively provide benchmarking of like entities, carrier product updates, funding options, plan design options, and other relevant information to assist with development of City's long-term benefits strategy.

**Overall Customer Satisfaction
Risk**

25% of Total Fees at

Overall Customer Satisfaction Rating

Overall Customer Satisfaction Rating will be assessed quarterly on a scale of 1-5. The average annual score based on the four (4) quarterly assessments must be at least 4.0 for RSC Insurance Brokerage, Inc. including its division, Gehring Group, to avoid reimbursing the Fees at Risk to the City. See scale below.

Total Fees at Risk

5% of Collected Commission for Health Coverage

Quarterly assessments will take place on or about May 28th, August 28th, November 28th and February 28th each year.

If errors or delays are determined not to be a result of RSC Insurance Brokerage, Inc. including its division, Gehring Group's performance and/or within RSC Insurance Brokerage, Inc. including its division, Gehring Group's control, it will not be assessed within the above performance evaluation.

Scale

- 1 – Dissatisfied
- 2 – Fair
- 3 – Average
- 4 – Satisfied
- 5 – Very Satisfied