

SERVICES AGREEMENT
Workers Compensation Actuarial Study

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 2022, by and between the CITY OF COCOA, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as “CITY”, and AMI Risk Consultants, Inc. with its principal place of business located at 1336 SW 146th Court, Miami FL 33184, hereinafter referred to as “SERVICE PROVIDER”.

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain actuarial services related to its workers compensation fund; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will perform a yearly actuarial study of the CITY’s Workers Compensation Fund, as more particularly described in the “SCOPE OF SERVICES” as set forth in **EXHIBIT “A,”** attached hereto and incorporated herein by this reference, generally referred to as “Services” herein. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City’s business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to

complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices.

SECTION TWO PLACE OF WORK

SERVICE PROVIDER agrees to perform requested services at its own place of work. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. However, SERVICE PROVIDER shall be required to submit a completed study once each year for the Term of this Agreement as established in the Scope of Services per **EXHIBIT "A."** All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITY's prior written consent.

SECTION FOUR PAYMENT

SERVICE PROVIDER will be compensated through a lump-sum payment at the completion of services provided to the CITY as set forth in **EXHIBIT “B,”** which is SERVICE PROVIDER’s Response to RFQ CS-22-02-COC. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider’s invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER’s employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City’s purchasing policies and procedures.

SECTION FIVE TERM

The agreement will commence on October 1, 2022 and shall be active for 3 years, expiring on September 30, 2025. The agreement may be renewed for two (2) additional one year periods upon mutual agreement of the Parties and upon the same terms described herein. The CITY’s City Manager may exercise this renewal option, subject to SERVICE PROVIDER’S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the

CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE PUBLIC RECORDS

- A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, FL 32922.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform

the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that copies of the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

- B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, or its independent contractors and associates if necessary, to specific purposes intended will be at the CITY's sole risk and without liability or legal exposure to the SERVICE PROVIDER.
- C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER by the CITY for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule, or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by the SERVICE PROVIDER, as applicable, in the performance of this Agreement, or any Work hereunder, shall be the sole property of the CITY, and the CITY is vested with all rights therein. The SERVICE PROVIDER waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by the SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.
- D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER shall retain sole ownership to its preexisting information not produced and paid for by the CITY under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications

SECTION TEN INSURANCE

During the term of this Agreement if at any time SERVICE PROVIDER is to physically report to work within a CITY facility, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence and \$2,000,000 general aggregate with a deductible not less than \$5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$1,000,000 property damage as the combined single limit for each occurrence to protect the SERVICE PROVIDER from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of \$1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

SECTION ELEVEN NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:

City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:

AMI Risk Consultants, Inc.
1336 SW 146th Court,
Miami FL 33184
Att'n: Aguedo Ingco

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

SECTION TWELVE

E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.
2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal..
3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
8. CITY and SERVICE PROVIDER each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.
9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.
10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and

responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.
13. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER's labor force); extraordinary breakdown of or damage to CITY's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.
14. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.
15. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be

published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

16. By signing this Agreement, Service Provider certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

17. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

- A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;
- B. This Agreement;
- C. Exhibits to this Agreement.

Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

18. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.
19. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.
20. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER: AMI Risk Consultants, Inc. CITY OF COCOA:



Printed Name: Aguedo M. Ingco

Stockton Whitten, City Manager

Title: President

Date: _____

Date: September 21, 2022

ATTEST:

Carie Shealy, City Clerk, MMC

EXHIBIT A
SCOPE OF SERVICES

Actuary to perform a yearly study of its local Self-Insurance Program Workers' Compensation Fund. The SERVICE PROVIDER shall provide a study which services two main purposes:

1. Estimate the recommended funding levels as of September 30th for the expiring fiscal year, for Workers' Compensation self-insured claims to comply with the Governmental Accounting Standards Board Statement Number 10 (GASB-10). Funding requirements should be based on both a discounted and undiscounted basis. Funding requirements should be developed at the 50%, 75% and 90% confidence levels.
2. Estimate the anticipated funding level requirements for the next five fiscal years.

The recommended funding levels shall contemplate retained losses and include allocated loss adjustment expense as well as incurred but not reported (IBNR) claims, credit for future investment income, and margins for adverse results. Administrative costs of the program will not be included.

The actuarial study shall include an executive summary, briefly outlining the purpose, conclusions, and limitations of the study. The body of the study shall include an explanation of the approaches used in formulating the calculations. These calculations shall be represented using graphs wherever possible. Exhibits shall explain in detail how the recommended funding levels were determined and shall include explanations written for the layperson wherever possible.

EXHIBIT B
SERVICE PROVIDERS RESPONSE

City of Cocoa CS22-02-COC : Workers Compensation Actuarial Study			AMI Risk Consultants, Inc. 1336 SW 146th Court Miami, FL 33184 Aguedo Ingco Phone: 305 2731589 Fax: 702 3590926 bobingco@amirisk.com		
Item #	Quantity	Unit of Measure	Vendor Item	Unit Price/ Percent	Extended Price/ Percent
1	1	year	Description: Actuarial Study of City of Cocoa Workers' Compensation Fund for each Fiscal Year (October 1st - September 30th) as specified herein	\$2,500.00	\$2,500.00
				Total Per Year	\$2,500.00