

8388-02
Amd 4

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
AON RISK SERVICES, INC. OF FLORIDA
FOR
PLACEMENT OF AIRCRAFT HULL AND LIABILITY INSURANCE**

THIS FOURTH AMENDMENT to Agreement is made and entered into in duplicate as of the 14 day of NOV, 2014, retroactive to October 1, 2014, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "CITY"), and AON RISK SERVICES, INC. OF FLORIDA, a Florida profit corporation with principal office at 200 East Randolph Street, Chicago, Illinois 60601 and local office at 13901 Sutton Park Drive South, Building "C", Suite 360, Jacksonville, Florida 32224-0228 (hereinafter the "BROKER"), for Brokerage Services for Placement of Aircraft Hull and Liability Insurance (hereinafter the "Project").

RECITALS:

WHEREAS, as of December 1, 2010, the parties made and entered into City of Jacksonville Contract #8388-02 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended three times previously; and

WHEREAS, said Agreement should be amended further by exercising the fourth and final one (1)-year renewal option so as to extend the period of service from October 1, 2014, through October 1, 2015, for a premium of \$97,465.19 (a premium of \$122,322.00 minus an experience credit (2011-2014) of \$26,477.00 equaling \$95,845.00 and then increased by applicable fees of \$1,620.19 to a new anticipated total cost of \$97,465.19), with no renewal options remaining, and by increasing CITY's cumulative maximum indebtedness by an amount not-to-exceed \$97,465.19 to a new cumulative amount not-to-exceed \$665,368.17 for the period

from December 1, 2010, through October 1, 2015, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements contained herein, the parties agree to amend the Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. Section 3.01 of said Agreement is amended by exercising the fourth and final one (1)-year renewal option so as to extend the period of service from October 1, 2014, through October 1, 2015, with no renewal options remaining, and, as amended, shall read as follows:

“3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through October 1, 2015, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written notice to the other party to this Agreement.”

3. Section 7.01.01. in said Agreement is amended, in part, by providing a renewal premium in an amount not-to-exceed \$97,465 (a premium of \$122,322.00 minus an experience credit (2011-2014) of \$26,477.00 equaling \$95,845.00 and then increased by applicable fees of \$1,620.19 to a new anticipated total cost of \$97,465.19), for the period from October 1, 2014, through October 1, 2015, and as amended shall read as follows:

“7.01.01. The CITY shall pay the BROKER, under the terms of the Agreement NINETY-SEVEN THOUSAND FOUR HUNDRED SIXTY-FIVE AND 19/100 USD (\$97,465.19) as renewal policy premium for the period from October 1, 2014, through October 1, 2015. BROKER’s professional fees shall be billed annually as the premium for Aircraft Hull and Liability Insurance Coverage using invoices, bills, bids, and such other documentation satisfactory to CITY to allow and authorize payment. Each such invoice shall include the amount of payment requested, the total contract value, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY's Project Coordinator. Each invoice shall contain a statement that it is made subject to the provisions and

penalty of Section 837.06, Florida Statutes. Payments shall be made within thirty (30) days after receipt and approval of said invoice and other documentation by CITY.”

4. Section 7.01.02. in said Agreement is amended, in part, by increasing CITY’s cumulative maximum indebtedness by an amount not-to-exceed \$97,465.19 USD to a new cumulative maximum not-to-exceed \$665,368.17 USD for the period from December 1, 2010 through October 1, 2015, and as amended shall read as follows:

“7.01.02. The maximum indebtedness of CITY for all premiums, fees, and reimbursable items for Services provided by BROKER pursuant to this Agreement shall not exceed the total sum not-to-exceed SIX HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED SIXTY-EIGHT AND 17/100 USD (\$665,368.17) for the period from December 1, 2010 through October 1, 2015.”

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement of December 1, 2010, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment the day and year first above written.

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
CITY OF JACKSONVILLE
Executive Order No. 2013-04

ATTEST:

By James R. McCain
James R. McCain, Jr.
Corporation Secretary

By Karen Bowling
Alvin Brown
Mayor

In accordance with Section 21-503(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Bell
Director of Finance
CITY Contract #8388-02, Amendment #4

Form Approved:

James R. McCain
Office of General Counsel

WITNESS:

AON RISK SERVICES, INC. OF FLORIDA

By Brenda M. Yates
Signature
Brenda M. Yates
Type/Print Name
Sr. Acct. Executive
Title

By Janette Wilcox
Signature
Janette Wilcox
Type/Print Name
Resident Managing Director
Title