

**Second Amendment To The Contract For
Broker Agent Services**

This AMENDMENT is entered into this ___ day or _____, 2013 by THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and Marsh USA Inc., (“CONTRACTOR”).

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for Broker/Agent Services for Property, Casualty and Workers Compensation Insurance and Risk management Services dated October 15, 2008 (the “Agreement”) and amended on September 9, 2011 (the “First Amendment”) and

WHEREAS, the CITY and CONTRACTOR desire to amend the Agreement and First Amendment;

NOW, THEREFORE, the parties agree as follows:

1. Contractor will continue to provide the services described in the Agreement for the period October 1, 2013 to March 31, 2014. Contractor will be compensated \$99,230 for the above period. The CITY shall pay such fee in accordance with the terms of the Agreement.
2. Public Records: Florida has a very broad public records law. By entering into the amendment to this Contract with the CITY, the CONTRACTOR acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Public Records Act, the CONTRACTOR shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at cost that does not exceed the cost provided by law;
 - c. Ensure that all public records that are exempt or confidential and exempt from public disclosure requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request is a breach of this Contract between the CITY and the CONTRACTOR. The CITY may pursue all remedies for breach of this Contract.

- 3. Paragraph X. **Records/Audit** shall be stricken and replaced with the following language:

CONTRACTOR shall maintain records sufficient to document completion of the scope of services established by this Agreement. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the CITY. These records shall be kept for a minimum of three (3) years after termination of the Agreement. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals or claims.

- 4. This amendment, when executed, together with the Agreement and the First Amendment, constitutes the entire contract between the parties.

WITNESS:

MARSH USA INC:

WITNESS:

CITY OF GAINESVILLE, FLORIDA:
