RESOLUTION NO. R-2013-114

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND BROWN & BROWN OF FLORIDA, INC., D/B/A T.R. JONES & COMPANY, TO CONTINUE TO PROVIDE THE CITY WITH EXCESS WORKER'S COMPENSATION INSURANCE COVERAGE FOR ONE (1) ADDITIONAL YEAR, AT A COST NOT TO EXCEED ONE HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS ($125,770.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on October 13, 2009, the Mayor and City Council of the City of North Miami ("City") approved the selection of Brown & Brown of Florida, Inc., d/b/a T.R. Jones & Company, ("Contractor") for the provision of Excess Worker's Compensation Insurance coverage ("Worker's Compensation Coverage"); and

WHEREAS, the City entered into an agreement with Contractor ("Agreement") for the purchase of Worker's Compensation Coverage, in accordance with the terms, conditions and specifications contained in the City's ***Request for Proposals # 12-08-09, Excess Worker's Compensation Insurance Coverage*** ("RFP"); and

WHEREAS, the initial term of the Agreement was for one (1) year, terminating on September 30, 2010; and

WHEREAS, upon completion of the initial term, the City was allowed to exercise four (4) options to renew the Agreement on a year-by-year basis, under the same terms and conditions of the Agreement; and

WHEREAS, the City subsequently exercised three (3) of its four (4) options to renew the Agreement in order to continue to provide Worker's Compensation Coverage at a competitive rate, without interruption of coverage; and

WHEREAS, the City administration desires to exercise the fourth and final option to renew the Agreement to maintain and extend, without interruption, the required Worker's Compensation Coverage to the City, for one (1) additional year; and

WHEREAS, the Mayor and City Council find that the execution of the Fourth Option to Renew Professional Services Agreement, in substantially the attached form, at a cost not to exceed One Hundred Twenty-Five Thousand Seven Hundred Seventy Dollars ($125,770.00), is in the best interest of the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby the City Manager to execute the Fourth Option to Renew Professional Services Agreement, in substantially the attached form, between the City of North Miami and Brown & Brown of Florida, Inc., d/b/a T.R. Jones & Company, to continue to provide the City with Excess Worker's Compensation Insurance Coverage for one (1) additional year, at a cost not to exceed One Hundred Twenty-Five Thousand Seven Hundred Seventy Dollars ($125,770.00).

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 24 day of September, 2013.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Vice Mayor Galvin

Seconded by: Councilwoman Steril

Vote:

Mayor Lucie M. Tondreau	x	(Yes)		(No)
Vice Mayor Scott Galvin	x	(Yes)		(No)
Councilperson Carol Keys, Esq.	x	(Yes)		(No)
Councilperson Marie Erlande Steril	x	(Yes)		(No)
Councilperson Philippe Bien-Aime	x	(Yes)		(No)

CITY OF NORTH MIAMI
FOURTH OPTION TO RENEW
PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT ("Fourth Option Agreement") is made and entered into this _____ day of _____, 2013 by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL ("City"), and **Brown & Brown of Florida, Inc., d/b/a T.R. Jones & Company**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 220 S. Ridgewood Avenue, Daytona, FL 32114 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on October 13, 2009, the City of North Miami ("City") entered into an agreement with Contractor ("Agreement") for the purchase of Excess Worker's Compensation Insurance Coverage ("Worker's Compensation Insurance"), in accordance with the terms, conditions and specifications contained in the City's ***Request for Proposals # 12-08-09, Excess Worker's Compensation Insurance Coverage*** ("RFP"); and

WHEREAS, the initial term of the Agreement was for one (1) year, terminating on September 30, 2010; and

WHEREAS, upon completion of the initial term, the City is allowed up to four (4) options to renew on a year-by-year basis, under the same terms and conditions of the Agreement; and

WHEREAS, the Mayor and City Council have determined that it is in the City's best interest to exercise the fourth option to renew in accordance with the terms and conditions of the Agreement, in order to provide uninterrupted Worker's Compensation Insurance to qualified City employees.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. The City hereby exercises its fourth option to renew the Agreement for Worker's Compensation Insurance, during the period commencing October 1, 2013, through September 30, 2014.

2. The Contractor hereby accepts the City's fourth option to renew the Agreement for Worker's Compensation Insurance, during the period commencing October 1, 2013, through September 30, 2014.

3. The City shall have remaining no option to renew the Agreement.

4. The Contractor agrees to provide Worker's Compensation Insurance in accordance with the terms, conditions and specifications contained in the RFP.

5. The City agrees to pay Contractor a lump sum payment in the amount not to exceed One Hundred Twenty Five Thousand Seven Hundred Seventy Dollars ($125,770.00) for Worker's Compensation Insurance, including applicable agency services fees.

6. The Parties agree that this Fourth Option Agreement shall be made part of the Agreement previously executed by the Parties, attached hereto as Exhibit "A".

7. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

8. This Fourth Option Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

9. All other terms of the Agreement, which have not been modified by this Fourth Option Agreement, shall remain in full force and effect.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have executed this Fourth Option Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

Brown & Brown of Florida, Inc., d/b/a T.R. Jones & Company, a Florida for-profit corporation:
"**Contractor**"

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal Corporation: "**City**"

By: _____
Michael A. Etienne
City Clerk

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney