

RESOLUTION NO. R-2013-122

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 RISK MANAGEMENT ASSOCIATES, INC., TO CONTINUE TO PROVIDE THE CITY WITH POLICE PROFESSIONAL LIABILITY INSURANCE COVERAGE FOR ONE (1) ADDITIONAL YEAR, AT A COST NOT TO EXCEED ONE HUNDRED SEVENTY-EIGHT THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS (\$178,733.00); PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on October 13, 2009, the Mayor and City Council of the City of North Miami ("City") approved the selection of Risk Management Associates, Inc. ("Contractor") for the provision of Police Professional Liability Insurance coverage ("Police Liability Coverage"); and

WHEREAS, the City entered into an agreement with Contractor ("Agreement") for the purchase of Police Liability Coverage, in accordance with the terms, conditions and specifications contained in the City's *Request for Proposals # 10-08-09, Police Professional Liability 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 up to 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 Police Liability 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 Police Liability Coverage to the City, for one (1) additional year; and

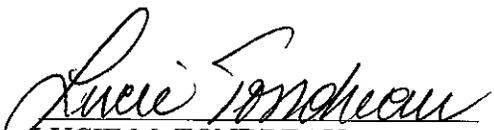
WHEREAS, the Mayor and City Council find that the execution of the Fourth Option to Renew Professional Services Agreement, in substantially the attached form, at a cost not to exceed One Hundred Seventy-Eight Thousand Seven Hundred Thirty-Three Dollars (\$178,733.00), is in the best interest of the City.

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 authorize 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 Risk Management Associates, Inc., to continue to provide the City with Police Professional Liability Insurance Coverage for one (1) additional year, at a cost not to exceed One Hundred Seventy-Eight Thousand Seven Hundred Thirty-Three Dollars (\$178,733.00).

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 8 day of October, 2013.

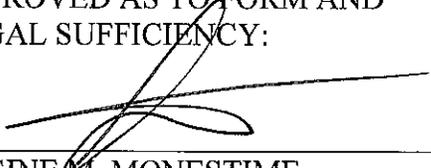

LUCIE M. TONDREAU
MAYOR

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: Councilman Bien-Aime

Seconded by: Councilwoman Steril

Vote:

Mayor Lucie M. Tondreau	<u> x </u>	(Yes)	<u> </u>	(No)
Vice Mayor Scott Galvin	<u> x </u>	(Yes)	<u> </u>	(No)
Councilperson Carol Keys, Esq.	<u> x </u>	(Yes)	<u> </u>	(No)
Councilperson Philippe Bien-Aime	<u> x </u>	(Yes)	<u> </u>	(No)
Councilperson Marie Erlande Steril	<u> x </u>	(Yes)	<u> </u>	(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 **Risk Management Associates, Inc.**, 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 31, 2009, the City of North Miami ("City") entered into an agreement with Contractor, as subsequently amended ("Agreement"), for the purchase of Police Professional Liability Insurance Coverage ("Police Liability Coverage"), in accordance with the terms, conditions and specifications contained in the City's *Request for Proposals # 10-08-09, Police Professional Liability 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 Police Liability Coverage.

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 Police Liability Coverage, during the period commencing October 31, 2013, through October 31, 2014.
2. The Contractor hereby accepts the City's fourth option to renew the Agreement for Police Liability Coverage, during the period commencing October 31, 2013, through October 31, 2014.
3. The City shall have remaining no option to renew the Agreement.
4. The Contractor agrees to provide Police Liability Coverage in accordance with the terms, conditions and specifications contained in the City's RFP.

5. The City agrees to pay Contractor a lump sum payment in the amount not to exceed One Hundred Seventy Eight Thousand Seven Hundred Thirty Three Dollars (\$178,733.00) for Police Liability Coverage, including applicable agency service 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 Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Risk Management Associates, Inc., a Florida for-profit corporation:

Corporate Secretary or Witness:

“Contractor”

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

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