RESOLUTION NO. 2015-R-91

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND BROWN AND BROWN OF FLORIDA, INC., D/B/A T.R. JONES AND COMPANY FOR THE CONTINUATION OF EXCESS WORKER'S COMPENSATION INSURANCE COVERAGE SERVICES AS REQUIRED BY FLORIDA LAW, AT THE ANNUALIZED PREMIUM AMOUNT OF ONE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS ($124,864.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 4, 2014, the City advertised ***Request for Proposal No. 51-13-14 Excess Workers' Compensation Insurance Coverage Services*** ("RFP"), to procure workers' compensation insurance coverage for eligible City officials and employees ("Workers' Compensation Coverage") from a qualified, experienced, and licensed insurance provider, as required by law; and

WHEREAS, in response to the RFP, Brown & Brown of Florida, Inc., d/b/a T.R. Jones and Company ("Contractor") timely submitted its Proposal and was evaluated by City administration as the sole responsive-responsible proposer whose proposal, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Workers' Compensation Coverage; and

WHEREAS, on September 23, 2014, the Vice Mayor as acting Mayor and City Council passed and adopted Resolution No. 2014-R-81, approving the selection of Contractor and authorizing the execution of an agreement for the provision of Workers' Compensation Coverage in accordance with the terms, conditions, and specifications contained in the RFP; and

WHEREAS, on October 1, 2014, the City Manager executed an agreement with Contractor for the provision of Workers' Compensation Coverage with a policy coverage period commencing October 1, 2014, through October 1, 2015, in accordance with the terms, conditions, and specifications contained in the Contract Documents ("Agreement"); and

WHEREAS, pursuant to Section 3.2 of the Agreement, the City reserved the right to renew the Agreement for an additional four (4) successive one-year Term periods, upon the completion of the initial Term; and

WHEREAS, the City administration respectfully requests that Mayor and City Council authorize the City Manager to execute a First Option to renew the Agreement, in substantially the attached form, to continue to provide the City with Workers' Compensation Coverage, as required by Florida law.

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 a First Option to renew Professional Services Agreement, in substantially the attached form, between the City of North Miami and Brown and Brown of Florida, Inc., d/b/a T.R. Jones and Company for the continuation of Excess Worker's Compensation Insurance Coverage Services as required by Florida law, at the annualized premium amount of One Hundred Twenty-Four Thousand Eight Hundred Sixty-Four Dollars ($124,864.00).

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 21st day of September, 2015.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Desulme

Seconded by: Galvin

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	X (Yes)	____ (No)
Vice Mayor Carol Keys, Esq.	X (Yes)	____ (No)
Councilman Scott Galvin	X (Yes)	____ (No)
Councilman Philippe Bien-Aime	X (Yes)	____ (No)
Councilman Alix Desulme	X (Yes)	____ (No)

CITY OF NORTH MIAMI
FIRST OPTION TO RENEW
PROFESSIONAL SERVICES AGREEMENT
(Excess Workers' Compensation Insurance Coverage - RFP No. 51-13-14)

THIS FIRST OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT ("First Option Agreement") is made and entered into this _____ day of _____, 2015, 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 and 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 August 4, 2014, the City advertised ***Request for Proposal No. 51-13-14 Excess Workers' Compensation Insurance Coverage Services*** ("RFP"), to procure workers' compensation insurance coverage for eligible City officials and employees ("Workers' Compensation Coverage") from a qualified, experienced, and licensed insurance provider, as required by law; and

WHEREAS, in response to the RFP, Contractor timely submitted its Proposal and was evaluated by City administration as the sole responsive-responsible proposer whose Proposal, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Worker's Compensation Coverage; and

WHEREAS, on September 23, 2014, the Vice Mayor as acting Mayor and City Council passed and adopted Resolution No. 2014-R-81, approving the selection of Contractor and authorizing the execution of an agreement for the provision of Workers' Compensation Coverage in accordance with the terms, conditions, and specifications contained in the RFP; and

WHEREAS, on October 1, 2014, the City Manager executed an agreement with Contractor for the provision of Workers' Compensation Coverage with a policy coverage period commencing October 1, 2014, through October 1, 2015, in accordance with the terms, conditions, and specifications contained in the Contract Documents ("Agreement"); and

WHEREAS, pursuant to Section 3.2 of the Agreement, the City reserved the right to renew the Agreement for an additional four (4) successive one-year Term periods, upon the completion of the initial Term; and

WHEREAS, the Mayor and City Council have determined that it is in the City's best interest to exercise the first option to renew the Agreement in accordance with the terms and conditions of the Contract Documents, in order to provide uninterrupted Workers' Compensation 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 first option to renew the Agreement for Worker's Compensation Coverage, for the period commencing October 1, 2015, through October 1, 2016.

2. The Contractor hereby accepts the City's first option to renew the Worker's Compensation Coverage, for the period commencing October 1, 2015, through October 1, 2016.

3. The City shall have remaining three (3) successive one-year options to renew the Agreement in writing.

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

5. The City agrees to pay Contractor the annualized premium amount not to exceed One Hundred Twenty Four Thousand Eight Hundred Sixty Four Dollars ($124,864.00), including applicable agency service fees.

6. The Parties agree that this First 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 First 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 First 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:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Title: _____

Date: _____

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

"**Contractor**"

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
Michael A. Etienne
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Roland C. Galdos
Interim City Attorney

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

By: _____
Aleem A. Ghany
City Manager