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**CITY OF NORTH MIAMI  
RENEWAL OF PROFESSIONAL SERVICES  
AGREEMENT**

**THIS RENEWAL OF PROFESSIONAL SERVICES AGREEMENT** ("Renewal Agreement") is made and entered into this 1<sup>st</sup> day of October, 2013, by and between the **City of North Miami**, a Florida municipal corporation located at 776 NE 125th Street, North Miami, FL ("City"), and **Comp Options Insurance Company, Inc., d/b/a OptaComp**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 4800 Deerwood Campus Parkway, DCC 801, Jacksonville, FL 32246 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on October 1, 2009, the City entered into an agreement with Contractor ("Agreement") to manage new and existing workers' compensation claims pursuant to Florida law and in accordance with the technical specifications, terms and conditions contained in the City's *Request for Proposals – Workers' Compensation Claims Management Services #08-A-186* ("Services"); and

**WHEREAS**, the Agreement is for an initial term of five (5) years, renewable on a year-by-year basis, commencing October 1, 2009 and ending on September 30, 2014 ("Initial Term"); and

**WHEREAS**, each renewal within the Initial Term period, is required to be in writing and in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, the City Manager has determined that it is in the best interest of the City to renew the Agreement with Contractor for a new term of one (1) year, in order to continue timely and uninterrupted Services to the City.

**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 agrees to renew the Agreement with Contractor for the new term commencing October 1, 2013 through September 30, 2014.
2. The Contractor hereby agrees to renew the Agreement with the City for the new term commencing October 1, 2013 through September 30, 2014.
3. The Contractor agrees to provide Services in accordance with the technical specifications, terms, and conditions contained in the Agreement.

4. The City agrees to pay Contractor an annual amount not to exceed Forty Nine Thousand Fifty Seven Dollars and seventy-three cents (\$49,057.73), for the provision of Services. IWO #13-828(RCG) Page 2 of 2
5. The Parties agree that this Renewal Agreement shall be made part of the Agreement previously executed by the Parties, as amended, and attached hereto as Exhibit "A".
6. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.
7. This Renewal Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.
8. The City of North Miami hereby expressly acknowledges its understanding this agreement constitutes a contract solely between City of North Miami and Comp Options Insurance *d/b/a* OptaComp ("OptaComp"), which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting OptaComp to use the Blue Cross and Blue Shield Service Marks in the State of Florida, and that OptaComp is not contracting as the agent of the Association. The City of North Miami further acknowledges and agrees that it has not entered into this agreement based upon representations by any person other than OptaComp and that no person, entity, or organization other than OptaComp shall be held accountable or liable to the City of North Miami for any of OptaComp's obligations to City of North Miami created under this agreement. This paragraph shall not create any additional obligations whatsoever on the part of OptaComp other than those obligations created under other provisions of this agreement.
9. All other terms of the Agreement, which have not been modified by this Renewal Agreement, shall remain in full force and effect.

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

Corporate Secretary or Witness: Comp Options Insurance Company, Inc., d/b/a OptaComp, a Florida for-profit corporation:  
"Contractor"

By: Samantha Ard

Print Name: SAMANTHA ARD

Title: EXEC. ADM. ASSISTANT

Date: 9/12/13

By: [Signature]

Print Name: JOSEPH C. SANTORE, JR.

Title: PRESIDENT / CEO

Date: 9/12/13

ATTEST:

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

By: [Signature]

Michael A. Etienne  
City Clerk

By: [Signature]

Stephen E. Johnson  
City Manager

*RS*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]

Regina M. Monestime  
City Attorney

EXHIBIT A

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 13<sup>th</sup> day of October, 2009 by and between the City of North Miami, a Florida municipal corporation, having its principal office at 776 NE 125<sup>th</sup> Street, North Miami, FL 33161 ("City") and Comp Options Insurance Company, Inc., d/b/a OptaComp, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 5011 Gate Parkway, Building 200 Suite 400, Jacksonville, FL 32256 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

**RECITALS**

WHEREAS, on June 3, 2008, the City of Coral Springs, Florida ("Coral Springs") issued Request for Proposals - Workers' Compensation Claims Management Services # 08-A-166 ("RFP"), seeking proposals from qualified firms to manage new and existing workers' compensation claims in compliance with Florida law, in accordance with the technical specifications, terms and conditions contained in the RFP ("Services"); and

WHEREAS, on June 25, 2008, the Contractor was competitively selected as the top ranked firm by Coral Springs, for the provision of Services; and

WHEREAS, on September 16, 2008, the City Commission of the City of Coral Springs approved the selection of Contractor and authorized the Mayor to execute a contract for the provision of Services; and

WHEREAS, on December 12, 2008, Coral Springs executed a contract with Contractor for the provision of Services, pursuant to the RFP ("Contract"); and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami, adopted Ordinance 1244 authorizing the City Manager to approve the purchase of supplies, goods and or services from current contracts of other local governments, such as Coral Springs; and

WHEREAS, Contractor is willing to provide Services to the City with the same favorable rate and price structure made available to Coral Springs, pursuant to the RFP; and

WHEREAS, the City Manager has determined that entering into this Agreement with Contractor is in the City's best interests.

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

**ARTICLE 1  
RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2**

**CONTRACT DOCUMENTS**

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 Coral Springs, Request for Proposals - Workers' Compensation Claims Management Services # 08-A-186, dated June 3, 2008, attached hereto as Exhibit "A";

2.1.2 Selection of Contractor by the City Commission of the City of Coral Springs, attached hereto as Exhibit "B";

2.1.3 Contract between Coral Springs and Contractor for the provision of Services executed by the Mayor of Coral Springs on December 12, 2008, attached hereto as Exhibit "C";

2.1.4 City of North Miami Scope of Services to be performed by Contractor, attached hereto as Exhibit "D";

2.1.5 Any additional documents which are required to be submitted in the provision of Services, pursuant to the RFP.

**ARTICLE 3**

**TERM OF AGREEMENT**

3.1 The initial term of this Agreement shall be for five (5) years, on a year by year basis commencing October 1, 2009 and ending September 30, 2014. The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion of Services within the agreed term. Failure to achieve timely completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

3.2 The City reserves the right to renew this Agreement for one (1) additional year subject to Contractor's acceptance and satisfactory performance.

**ARTICLE 4**

**COMPENSATION**

4.1 Contractor shall be paid an amount not to exceed Forty Five Thousand Dollars and zero cents (\$45,000.00), as full compensation for the first year of Services, commencing October 1, 2009 through September 30, 2010. Thereafter, the rate for each subsequent annual period of October 1<sup>st</sup> through September 30<sup>th</sup> shall be adjusted to reflect the increase in the Consumer Price Index ("CPI"). The yearly increase in the CPI shall be the latest index published and available prior to the expiration date of the current contract year. The Parties shall use the CPI for South Urban Consumers of the United States as the same is published by the U.S. Bureau of Labor Statistics.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

4.3 Contractor shall be entitled to invoice the City monthly or quarterly for payment. The Contractor shall submit an original invoice in duplicate to the City. This will be considered the official request for payment. The invoices shall include the following information:

- 4.3.1 Date the work was initiated and completed;
- 4.3.2 Invoice must contain the Agreement number; and
- 4.3.3 Amount due.

4.4 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

#### ARTICLE 5

##### SCOPE OF SERVICES

5.1 Contractor will provide the City with the necessary labor, supervision, supplies and equipment to furnish and deliver Services as specifically described in Exhibit D, in accordance with the technical specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a Party to this Agreement.

5.3 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

#### ARTICLE 6

##### INDEPENDENT CONTRACTOR

6.1 The Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

**ARTICLE 7  
CONFLICTS OF INTEREST**

7.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

7.2 The Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional construction services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to City.

**ARTICLE 8  
DEFAULT**

8.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

**ARTICLE 9  
CITY'S TERMINATION RIGHTS**

9.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

**ARTICLE 10  
NOTICES**

10.1 All notices, demands, correspondence and communications between the City and Contractor shall be in writing and shall be deemed sufficiently served if delivered by registered or certified mail with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

To City:

City of North Miami  
Attn: City Manager

776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

With a copy to:

City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 11**  
**PUBLIC RECORDS**

11.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

**ARTICLE 12**  
**INDEMNIFICATION**

12.1 The Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 The Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

**ARTICLE 13**  
**INSURANCE**

13.1 Prior to commencing Services, the Contractor shall submit certificates of insurance evidencing the required coverage under the Contract Documents and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence Services under this Agreement

until after Contractor has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

**ARTICLE 14**

**FORCE MAJEURE**

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

**ARTICLE 15**

**MISCELLANEOUS PROVISIONS**

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.3 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.4 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.5 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.6 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.7 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.8 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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

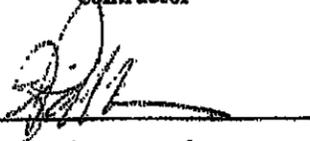
ATTEST:

Comp Options Insurance Company, Inc., d/b/a OptaComp, a Florida for-profit corporation:

Corporate Secretary:

"Contractor"

By: \_\_\_\_\_

By: 

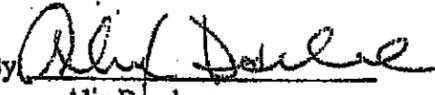
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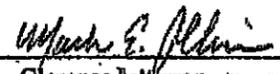
Print Name: Robert A. Peltier  
Title: Vice President & C.F.O.

ATTEST:

City of North Miami, a Florida municipal Corporation:

"City"

By:   
Alix Desulme

By:   
Clarence Patterson, Mark G. Collins

City Clerk

Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:   
V. Lynn Whitfield

City Attorney