

**CITY OF NORTH MIAMI
FOURTH OPTION TO RENEW
PROFESSIONAL SERVICES AGREEMENT**

(Police Professional Liability Insurance Coverage - RFP No. 52-13-14)

THIS FOURTH OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT (“Fourth Option Agreement”) is made and entered into this 31ST day of **October**, 2018, 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.**, d/b/a **Public Risk Insurance Agency**, 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 July 30, 2014, the City advertised *Request for Proposal No. 52-13-14 Police Professional Liability Insurance Coverage Services* (“RFP”), to procure police professional insurance coverage for eligible City officials and employees, from a qualified, experienced, and licensed insurance provider (“Insurance Coverage”) 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 Police Insurance Coverage; and

WHEREAS, on October 14, 2014, the Vice Mayor as acting Mayor and City Council passed and adopted Resolution No. 2014-R-92, approving the selection of Contractor and authorized the execution of an agreement for the provision of Insurance Coverage in accordance with the terms, conditions, and specifications contained in the RFP; and

WHEREAS, on November 7, 2014, the City Manager executed an agreement with Contractor for the provision of Police Insurance Coverage with a policy coverage period commencing October 31, 2014, through October 31, 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 fourth option to renew the Agreement in accordance with the terms and conditions of the Contract Documents, in order to provide uninterrupted Insurance 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 Insurance Coverage, for the period commencing October 31, 2018, through October 31, 2019.
2. The Contractor hereby accepts the City's fourth option to renew the Insurance Coverage, for the period commencing October 31, 2018, through October 31, 2019.
3. The City shall have no more options to renew the Agreement remaining.
4. The Contractor agrees to provide Insurance 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 Eighty-Nine Thousand Nine Hundred Twenty Dollars (\$189,920.00), 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 by reference.
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., d/b/a
Public Risk Insurance Agency, a Florida for-
profit corporation:

Corporate Secretary or Witness:

“Contractor”

By: Robin Faircloth
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By: [Signature]
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Print Name: Robin Faircloth

Print Name: Matthew Montgomery

Title: Director of operations

Title: Executive Vice President

Date: 11/1/2018

Date: 11/1/2018

ATTEST:

City of North Miami, a Florida municipal
Corporation: “City”

By: Michael A. Etienne, Esq.
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By: Larry M. Spring, Jr.
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Michael A. Etienne, Esq.
City Clerk

Larry M. Spring
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Jeff P.H. Cazeau, Esq.
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Jeff P. H. Cazeau, Esq.
City Attorney