

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

(Excess Workers' Compensation Insurance Coverage Services - RFP No. 57-18-19)

THIS FOURTH OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT ("Fourth Option Agreement") is made and entered into on October 17, 2023 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 300 N. Beach Street, Daytona Beach, FL 32114 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on May 22, 2019, the City advertised *Request for Proposal No. 57-18-19 Brokerage Firm for Public Official/Employment Practices Liability, Police Liability & Excess Worker's Compensation Services* ("RFP"), to procure ~~Excess Workers' Compensation Insurance~~ Coverage Services, from a qualified, experienced, and licensed insurance provider ("Insurance Coverage Services") as required by law; and

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

WHEREAS, on October 1, 2019, the City Manager executed an agreement with Contractor for the provision of Insurance Coverage Services with a policy coverage period commencing October 1, 2019 through September 30, 2020, 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, on September 22, 2020, the Mayor and City Council approved a First Option to Renew the Agreement under Resolution 2020-R-106; and

WHEREAS, on September 28, 2021, the Mayor and City Council adopted Resolution No. 2021-R-127 authorizing a Second Option to Renew the Agreement; and

WHEREAS, September 13, 2022, the Mayor and City Council approved a Third Option to Renew the Agreement in accordance with Resolution No. 2022-R-136; and

WHEREAS, the City Manager has 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 Contract Documents, in order to provide uninterrupted Insurance Coverage Services.

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 Services, for the period commencing October 1, 2023, through September 30, 2024.
2. The Contractor hereby accepts the City's fourth option to renew the Insurance Coverage Services, for the period commencing October 1, 2023, through September 30, 2024.
3. The Contractor agrees to provide Insurance Coverage Services in accordance with the terms, conditions and specifications contained in the Contract Documents.
4. The City agrees to pay the Contractor the annualized premium amount not to exceed ~~One Hundred Ninety-Six Thousand Three Hundred Seventy-Seven Dollars (\$196,377.00)~~, including applicable agency service fees.
5. The Contractor agrees to submit a certificate of insurance evidencing the required coverage and adding the City as an additional name insured on the Commercial General Liability coverage only. The Parties acknowledge that the remainder of the insurance section shall remain the same.
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:

Corporate Secretary or Witness:

By: _____

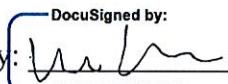
Print Name: _____

Title: _____

Date: _____

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

“Contractor”

DocuSigned by:
By: 
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Print Name: Norman Morris

Title: _____

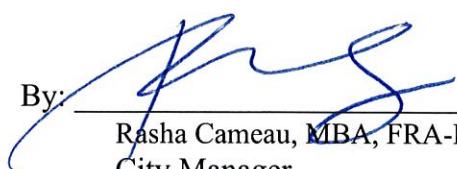
Date: 9/14/2023

ATTEST:

By: 

Vanessa Joseph, Esq.
City Clerk

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

By: 

Rasha Cameau, MBA, FRA-RP
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 

Jeff P. H. Cazeau, Esq.
City Attorney