

**CITY OF NORTH MIAMI**  
**FOURTH OPTION TO RENEW**  
**PROFESSIONAL SERVICES AGREEMENT**  
(Public Official/Employee Insurance Coverage - 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 125<sup>th</sup> Street, North Miami, FL ("City") and **Risk Management Associates, Inc., d/b/a Public Risk Insurance Advisors**, 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 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 *Public Official and Employment Practices Liability Insurance Coverage Services* for eligible City officials and employees, 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 a high ranking 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-105; and

**WHEREAS**, on September 28, 2021, the Mayor and City Council approved a Second Option to Renew the Agreement under Resolution 2021-R-128; and

**WHEREAS**, on September 13, 2022, the Mayor and City Council approved the Third Option to Renew the Agreement in accordance with Resolution No. 2022-R-137; 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 Contractor the annualized premium amount not to exceed One Hundred Five Thousand Five Hundred Ninety-Six Dollars (\$105,596.00), 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:

Corporate Secretary or Witness:

By: Robin Russell

Print Name: Robin Russell

Title: Director of Operations

Date: 10/11/2023

Risk Management Associates, Inc., d/b/a  
Public Risk Insurance Advisors, a Florida  
for-profit corporation:

“Contractor”

By: AMR

Print Name: Matthew Montgomery

Title: Executive Vice President

Date: 10/11/2023

ATTEST:

By: VJ  
Vanessa Joseph, Esq.  
City Clerk

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

By: RS  
Rasha Cameau, MBA, FRA-RP  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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