

AMENDMENT # 2
PROFESSIONAL SERVICES AGREEMENT

**PUBLIC OFFICIALS LIABILITY/EMPLOYMENT PRACTICES LIABILITY
COVERAGE SERVICES**

This Amendment, effective as of October 1, 2025, is made by and between the **City of North Miami** ("City") and **Risk Management Associates, Inc.** ("Contractor"). Capitalized terms used herein but not otherwise defined shall have the meanings described in the Agreement.

RECITALS

WHEREAS, on May 22, 2019, the City advertised *Request for Proposal No. 57-18-19 Brokerage/Agency Firm for Public Officials/Employment Practices Liability Insurance, Police Liability & Excess Workers Compensation Insurance Services* ("RFP"), to procure Services in accordance with the terms, conditions, and specifications contained in the RFP; and

WHEREAS, in response to the RFP, the 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 July 9, 2019, the Mayor and City Council passed and adopted Resolution No. 2019-R-76, approving the selection of Contractor, and authorized the City Manager and City Attorney to execute this Agreement, for the provision of Services in accordance with the terms, conditions, and specifications contained in the Contract Documents.

WHEREAS, on October 1, 2019, the City Manager executed a Professional Services 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 adopted Resolution No. 2021-R-128 approving the Second Option to Renew the Agreement; 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, on September 12, 2023, the Mayor and City Council adopted Resolution No. 2023-R-150 approving the Fourth Option to Renew the Agreement; and

WHEREAS, on September 24, 2024, the Mayor and City Council adopted Resolution No. 2024-R-137 approving a one (1) year extension to the agreement to allow for the continuity of services; and

WHEREAS, the parties entered into Amendment #1 to the Professional Services Agreement, effective October 1, 2024 (the “Agreement”) to provide for a one (1) year extension and to reflect the corporate name change to Brown & Brown Insurance Services, Inc; and

WHEREAS, on October 14, 2025, the Mayor and City Council adopted Resolution No. 2025-R-204 approving a one (1) year extension to the agreement to allow for the continuity of services; and

WHEREAS the parties desire to enter into a second amendment to the Agreement as provided in this amendment

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Both parties agree to extend the agreement term mentioned above for a one (1) year period commencing October 1, 2025, through September 30, 2026.
2. **New Entity.** the Contractor has legally changed its name to “Risk Management Associates, Inc.” Therefore, any reference in the Agreement to ““Brown & Brown Insurance Services, Inc.” shall be deemed to be “Risk Management Associates, Inc.”

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 extend the existing contract for Insurance Coverage Services, for the period commencing October 1, 2025, through September 30, 2026.
2. The Contractor hereby accepts the City's extension request and renewal for Insurance Coverage Services, for the period commencing October 1, 2025, through September 30, 2026.
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 Eight Thousand Three Hundred Twenty-Nine Dollars (\$108,329.00) 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 extension 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 extension 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 Amendment Agreement, shall remain in full force and effect.
10. All other terms and conditions of the Agreement remain unchanged.

[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:

Witnessed By: _____

Witness Name: _____

Witness Date: _____

Risk Management Associates, Inc., a Florida for-profit corporation,
“Contractor”:

Signed By: _____

Print Name: _____

Signature Date: _____

ATTEST:

By: _____
Vanessa Joseph, Esq.
City Clerk

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

By: _____
Theresa Therilus, Esq.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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