CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(RFP No. 57-18-19; Excess Workers’ Compensation Insurance Coverage)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on ___________10/01/2019____ 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 business office at 220 S. Ridgewood Avenue, Daytona Beach, FL 32114 ("Contractor"). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the City of North Miami ("City") is desirous of obtaining the required Excess Workers’ Compensation Insurance Coverage for eligible City officials and employees, from a qualified, experienced, and licensed insurance provider ("Services") as required by law; and

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

WHEREAS, the Contractor has expressed the capability, willingness and expertise to perform the Services pursuant to the Contract Documents; 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.

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"): 

IWO NO. 19-600 (JLW)
2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"): 
2.1.1 City’s Request for Proposal No. 57-18-19 Brokerage Firm for Public Official/Employment Practice Liability, Police Liability & Excess Workers Compensation Services, attached hereto as Exhibit “A”;

2.1.2 Contractor’s Proposal, attached as Exhibit “B”

2.1.3 Resolution No. 2019-R-76, passed and adopted on July 9, 2019, by the Mayor and City Council, attached hereto attached by reference; and

2.1.4 Any additional documents which are required to be submitted by Contractor pursuant to Contract Documents.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager’s designee.

2.2.2 This Agreement.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error prior to Contractor submitting its Proposal or the right to clarify same shall be waived.

ARTICLE 3 – TERM OF AGREEMENT

3.1 The initial Term shall be the policy coverage period commencing October 1, 2019 through September 30, 2020. 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 within the agreed Term. Failure to achieve timely Services within the Term shall be regarded as a material breach to this Agreement subject to the appropriate remedies available at law.

3.2 Following the initial Term, the City reserves the right to renew this Agreement with the same pricing, terms, and conditions, for an additional four (4) successive one-year Term periods. Renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Agreement is in the best interest of the City.

3.3 The City shall be given at least one hundred twenty (120) days notice of cancellation or non-renewal of Agreement by Contractor and at least one hundred and twenty (120) days notice of any increase in premiums after the initial Term period. Changes in cost shall occur no more frequently than once on an annual basis.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform the Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City’s request, provide adequate assurances to the City in writing, of Contractor’s ability to perform in accordance with terms of
this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid an amount not to exceed One Hundred Sixty-Two Thousand Nine Hundred Forty-Five Dollars ($162,945.00) as full compensation for the first year’s coverage of Services, including any charges, fees, or commissions. 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.

4.2 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 As an inducement for the City to enter into this Agreement, Contractor has represented an expertise in the provision of Services. In reliance upon those representations, the City has entered into this Agreement with Contractor.

5.2 Contractor shall provide all required labor, supervision, materials, equipment, tools, services and expertise necessary for the completion and performance of Services, under the terms, conditions and specifications 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.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of the 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 any portion of Services 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.

5.4 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 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 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 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 the Contractor or subcontractors, 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.

**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 five (5) 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 Notwithstanding the Term of Agreement provided in Article 3 above, the City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, by giving Contractor sixty (60) days written notice. 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 deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor: Brown & Brown of Florida, Inc.
Attn: Thomas R. Jones, Jr.
Homestead Division
1780 N. Krome Avenue
Homestead, FL 33030
Phone: (305) 247-5121
Fax: (305) 248-8543
Webpage: [www.bbinsurance.com](http://www.bbinsurance.com)
To City: City of North Miami
   Attn: City Manager
   776 N.E. 125th Street
   North Miami, Florida 33161

With a copy to: City Attorney
   City of North Miami
   776 N.E. 125th 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.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

**ARTICLE 11- OWNERSHIP OF DOCUMENTS**

11.1 All documents resulting from the provision of Services under this Agreement shall be deemed the sole property of the City, and the City shall have all rights incident to sole ownership. All such documents shall be provided to the City once the Services are completed. In the event the Agreement is terminated, Contractor agrees to provide the City all documents relating to the Services within ten (10) days from the date the Agreement is terminated.

**ARTICLE 12- INDEMNIFICATION**

12.1 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 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 the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured. Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance, as follows:

13.1.1 Commercial General Liability - with minimum limits of One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage. This coverage shall also include personal, advertising injury and medical expense.

13.1.2 Professional Liability (Errors and Omissions) - with minimum limits of One Million Dollars ($1,000,000.00) covering any errors or omissions of the in the performance of professional Services. The Self Insured Retention shall not exceed Twenty Five Thousand Dollars ($25,000.00).

13.1.3 Commercial Automobile Liability - with minimum limits of One Million Dollars ($1,000,000.00), covering any auto including non-owned, hired or leased.

13.1.4 Worker’s Compensation - as required by the State of Florida with statutory limits, and Employer’s Liability, and with a minimum limit of One Million Dollars ($1,000,000.00), per accident for bodily injury or disease.

13.2 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

13.3 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

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 - PUBLIC RECORDS**

15.1 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.

15.2 Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City’s information technology systems.

**ARTICLE 16 - MISCELLANEOUS PROVISIONS**

16.1 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.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 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.

16.4 This Agreement constitutes 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.

16.5 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.
16.6 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.

16.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 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.

16.13 In the event of any dispute arising under or related to this Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

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

16.15 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.

[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: [Signature]
Print Name: Michelle Wilson
Title: Account Manager
Date: 5/27/2020


By: [Signature]
Print Name: Norman Morris
Title: Executive Vice President
Date: 5/27/2020

ATTEST:

By: [Signature]
Print Name: Vanessa Joseph, Esq.
Title: City Clerk
Date:

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

By: [Signature]
Print Name: Arthur Sorey
Title: Interim City Manager
Date:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Print Name: Jeff P. H. Cazeau
Title: City Attorney
Date:
Proposal of Insurance

Excess Workers’ Compensation

Prepared for

City of North Miami

Program Term:
10/01/2019 - 10/01/2020

Presented by
Thomas R. Jones Jr.
And Kathy Nicotra
Brown & Brown of FL – Homestead Division/
T.R. Jones & Co.

1780 N. Krome Avenue
Homestead, FL 33030
305-247-5121 Phone
305-248-8543 Fax

www.trjones.com  www.bbinsurance.com

This presentation is designed to give you an overview of the insurance coverages we are offering for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.
## Premium Summary

**Policy Term:** 10/01/2019 - 10/01/2020

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### Payment Terms

*Premium is due on effective date. Premium can be paid as noted below*

- **Agency Billed policies** can be paid in full or financing is available with 25% down payment
  - Excess Workers’ Compensation

City of North Miami

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.
POINTS FOR DISCUSSION

TERRORISM — The Terrorism Risk Insurance Program Reauthorization Act of 2015. Under the provisions of this act the government will share the risk of loss for certain future terrorism events with insurers. It provides licensed, admitted carriers with a substantial, federal reinsurance backstop for internationally instigated terrorism acts that are certified by the US Secretary of the Treasury as covered events (known as “certified” losses). The act responds to events that take place within the US, its protectorates, territories, and possessions. Participating insurers are required to notify customers of their cost of participation in the federal program. Your participation may be optional, as some carriers and/or coverage lines automatically include or exclude coverage therefore you may have the ability to accept or reject the offer. Due to rapidly changing market conditions as respects mold and terrorism your insurance program may be subject to additional limitations, exclusions, conditions, and sublimits by line of coverage. Carefully review your policy contract for such restrictions and limitations.

NOTABLE CHANGES FROM EXISTING PROGRAM

1. Payroll expiring estimated at $36,317,748 – Renewal projected at $37,315,600
2. # of Employees expiring 667 – Renewal projected at 651
3. Expiring Rate .40 – Renewal rate .41

QUOTE IS SUBJECT TO THE FOLLOWING

QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated on the application.
2. The Coverage Agreement shall be 25% minimum earned as of the first day of the “Coverage Period”.
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Deletion of any coverage presented, Package and/or Workers Compensation, may result in re-pricing of account.
5. The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
6. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.

City of North Miami

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This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.
ADDITIONAL TERMS & CONDITIONS

• Please complete Additional Underwriting Questions in portal before binding

Please provide # of Employees per class code on payroll schedule due within 30 days of binding
• Receipt of signed Signature Page form within 30 days of effective date of coverage
• Receipt of signed SIR Signature Page form within 30 days of effective date of coverage
• Signed first page of the Preferred Application (Florida Fraud Statement) within 30 days of effective date of coverage
• 2 Year Coverage Agreement Option:

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.
RESOLUTION NO. 2019-R-76

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF RISK MANAGEMENT ASSOCIATES, INC., D/B/A PUBLIC RISK INSURANCE AGENCY AND BROWN & BROWN OF FLORIDA, INC., FOR THE PROVISION OF INSURANCE COVERAGE AS REQUIRED BY LAW, AND IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN REQUEST FOR PROPOSAL NO. 57-18-19- BROKERAGE FIRM FOR PUBLIC OFFICIALS/EMPLOYMENT PRACTICE LIABILITY, POLICE LIABILITY & EXCESS WORKERS COMPENSATION SERVICES; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE AGREEMENTS WITH THE SELECTED VENDORS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") is desirous of obtaining the required Insurance Coverage Services on behalf of eligible City officials and employees from a qualified, experienced, and licensed insurance provider ("Services") as required by law; and

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

WHEREAS, in response to the RFP, Risk Management Associates, Inc., d/b/a Public Risk Insurance Agency and Brown & Brown of Florida Inc. ("Vendors"), timely submitted their Proposals and were evaluated by City administration as the two (2) highest ranked proposers whose Proposal, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Services; and

WHEREAS, Risk Management Associates, Inc., d/b/a Public Risk Insurance Agency has been selected to perform Public Official/Employment Practice Liability and Police Liability insurance services and Brown & Brown of Florida Inc. has been selected to provide Excess Workers Compensation Services; and
WHEREAS, pursuant to the findings by City administration, the City Manager respectfully requests that the Mayor and City Council, authorize the execution of agreements with Vendors for the provision of Services as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Selection Approval. The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of Risk Management Associates, Inc., d/b/a Public Risk Insurance Agency and Brown & Brown of Florida, Inc., for the provision of insurance coverage as required by law, and in accordance with the terms, conditions, and specifications contained in Request for Proposal No. 57-18-19 Brokerage Firm for Public Official/Employment Practice Liability, Police Liability & Excess Workers Compensation Services

Section 2. Authority of City Manager and City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to execute agreements with Risk Management Associates, Inc., d/b/a Public Risk Insurance Agency and Brown & Brown of Florida, Inc. for insurance coverage.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a ___4-1___ vote of the Mayor and City Council of the City of North Miami, Florida, this 9th day of July, 2019.

PHILIPPE BIEN-AIME
MAYOR

ATTEST:

VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY
SPONSORED BY: CITY ADMINISTRATION

Moved by: Keys
Seconded by: Desulme

Vote:
Mayor Philippe Bien-Aime
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilwoman Mary Estimé-Irvin
Councilman Alix Desulme

X (Yes) (No)
X (Yes) (No)
X (Yes) (No)
X (Yes) (No)
X (Yes) X (No)
RESOLUTION NO. 2019-R-105

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND BROWN AND BROWN OF FLORIDA, INC. D/B/A T.R. JONES AND COMPANY, FOR THE PROVISION OF EXCESS WORKERS’ COMPENSATION INSURANCE COVERAGE, AT A COST NOT TO EXCEED ONE HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS ($162,945.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") is desirous of obtaining the required Excess Workers’ Compensation Insurance Coverage Services on behalf of eligible City officials and employees, from a qualified, experienced, and licensed insurance provider ("Services") as required by law; and

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

WHEREAS, in response to the RFP, Brown & Brown of Florida Inc. d/b/a T.R. Jones and Company, timely submitted their Proposal and was evaluated by City administration to be one of the two (2) highest ranked proposers whose Proposal, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Services; and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to provide Excess Workers’ Compensation Services, at a cost not to exceed One Hundred Sixty-Two Thousand Nine Hundred Forty-Five Dollars ($162,945.00); and

WHEREAS, pursuant to the findings by City administration, the City Manager respectfully requests that the Mayor and City Council authorize the execution of an agreement in substantially the attached form, for the provision of Services as required by law.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:
Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a Professional Services Agreement, in substantially the attached form, between the City of North Miami and Brown & Brown of Florida Inc. d/b/a T.R. Jones Company, at a cost not to exceed One Hundred Sixty-Two Thousand Nine Hundred Forty-Five Dollars ($162,945.00).

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 24th day of September, 2019.

PHILIPPE BIEN-AIME
MAYOR

ATTEST:

VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin
Seconded by: Estimé-Irvin

Vote:

Mayor Philippe Bien-Aime
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilwoman Mary Estimé-Irvin
Councilman Alix Desulme, Ed.D.

X (Yes) (No)
X (Yes) (No)
X (Yes) (No)
X (Yes) (No)
X (Yes) (No)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
220 South Ridgewood Avenue
Daytona Beach, FL 32114

CONTACT NAME: Laurie Kohler
PHONE (A/C No, Ext): (386) 239-7242
FAX (A/C No): (386) 329-9159
E-MAIL ADDRESS: lkohler@bbdaytona.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Travelers Property Casualty Company of America 25674
INSURER B: The Continental Insurance Company 35289
INSURER C: XL Specialty Insurance Company 37885
INSURER D: The Charter Oak Fire Insurance Company 25615
INSURER E: The Travelers Indemnity Company 25668

COVERAGES
CERTIFICATE NUMBER: 20022
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR | TYPE OF INSURANCE | ADDED SUBSCRIBER | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS
--- | --- | --- | --- | --- | --- | ---
A | COMMERCIAL GENERAL LIABILITY | CLAIMS-MADE OCCUR | TC2JGLSA9527B87420 | 01/01/2020 | 01/01/2021 | EACH OCCURRENCE: $1,000,000
DAMAGE TO RENTED PREMISES (Ba occurence): $1,000,000
MED EXP (Any one person): $5,000
PERSONAL & ADV INJURY: $1,000,000
GENERAL AGGREGATE: $10,000,000
PRODUCTS - COMPROP AGG: $2,000,000
B | AUTOMOBILE LIABILITY | OWNED AUTOS ONLY | TC2JCAP9527B86220 | 01/01/2020 | 01/01/2021 | COMBINED SINGLE LIMIT (Per accident): $2,000,000
BODILY INJURY (Per person): $
BODILY INJURY (Per accident): $
PROPERTY DAMAGE (Per accident): $50,000
EACH OCCURRENCE: $10,000,000
AGGREGATE: $10,000,000
D | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | Y/N | N/A | TC2OUB9517B68020 | 01/01/2020 | 01/01/2021 | E.L. EACH ACCIDENT: $1,000,000
E.L. DISEASE - EA EMPLOYEE: $1,000,000
E.L. DISEASE - POLICY LIMIT: $1,000,000
C | INS AGENTS E&O | | ELU16548320 | 01/01/2020 | 01/01/2021 | LIMIT: $20,000,000
AGGREGATE: $20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF NORTH MIAMI IS ADDITIONAL INSURED ON THE GENERAL LIABILITY AS RESPECTS OPERATIONS OF THE NAMED INSURED, PER FORM CG DZ 48 08 05.

CERTIFICATE HOLDER
CITY OF NORTH MIAMI
776 NE 1255TH ST
NORTH MIAMI
FL 33161

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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<th>AGENCY</th>
<th>NAMED INSURED</th>
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<td>Brown &amp; Brown of Florida, Inc.</td>
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**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD form, certificate of liability insurance: notes.

**INSURER** E-WORKERS COMPENSATION-POLICY TRKUB9S18B76120-TRAVELERS INDEMNITY CO.-EFF 1-1-20 TO 1-1-21, LIMITS 1,000,000/1,000,000/1,000,000/1,000,000