NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Karen Muir, Risk Manager

Date: September 23, 2014

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO AWARD EXCESS WORKERS COMPENSATION INSURANCE COVERAGE IN RESPONSE TO RFP#51-13-14, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND BROWN AND BROWN OF FLORIDA, INC DBA T.R.JONES AND COMPANY, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $120,903.00**

BACKGROUND

Staff engaged in a competitive bidding process in August 2014 for Excess Workers Compensation Insurance. The sole respondent, Brown and Brown of Florida Inc., DBA T.R. Jones and Company, provided two competitively priced packages to the City of North Miami through the City's prior carrier Preferred Governmental Insurance Trust (PGIT) which is backed by the reinsurer "Colony Insurance Company", rated at A:X11 by A.M Best. PGIT writes select lines of insurance coverage for public entities within the State of Florida only. As of 9/30/13, the Trust had approximately 600 members. Brown and Brown owns both T.R. Jones and Company and PIGIT, which operates as a formidable Florida Insurance pool. Brown and Brown reported its 2013 revenue at $1.3 billion; it is also the 6th largest insurance intermediary in the United States and 7th in the world. This unique group has been providing Excess Workers' Compensation coverage to the City of North Miami for the past five (5) years, through PGIT; the City's experience with them has been good.

A Request for Proposal was prepared and advertised in August 2014 and T.R. Jones and Company responded with two coverage options as follows: Option 1 – quoted with PGIT, offers Part1 - statutory coverage and Part II (Employer's Liability) - $1,000,000, with a Self Insured Retention (SIR) of $350,000, at an annualized premium of $148,000. Option (2) two, also written with PGIT, offers a $500,000 deductible with the same limits of coverage as provided in Option (1) one, all for an annualized premium of $120,903. Both options are occurrence based policies and the premiums include an agency fee of $10,000.

The contract provides an option to renew this line of coverage under the same terms and conditions four (4) years on a year to year basis. It is recommended that option (2) two be exercised as this coverage is comparable to the expiring policy and offers a lower premium. Option (2) two is 15.38% higher in premium than the expiring policy, while Option two (2) offers a premium that is 3.87% lower premium than the expiring policy and falls within budget levels.

BACKGROUND

It is recommended that the City Council authorize the City Manager to exercise Option No.2 of RFP #51-13-14 for Excess Workers Compensation Insurance with PRIA, through its Broker, T.R. Jones and company, located in Homestead Florida, for the period 10/1/14 to 10/1/15.

Staff is recommending that Council authorize the issuance of a purchase order in the amount of $120,903.00.

Attachments

Resolution
Premium and coverage page

NORTH MIAMI
FLORIDA

PRICE PROPOSAL FORM

EXCESS WORKERS' COMPENSATION INSURANCE COVERAGE SERVICES
RFP 51-13-14

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

Proposed Coverage/Premium			
Insurance Coverage	OPTION 1 **Annual Fixed Sum** $350,000 SIR	OPTION 2 $500,000 SIR	**% of Total Annual Premiums Paid by the Authority**
Part I "Workers Compensation".	$138,629.00	$110,903.00	100 %
Part II "Employers Liability":	$ included	included	%
Bodily by Disease:	$ included	included	%
S.I.R. (Self-Insured Retention):	$ 350,000	500,000	%
Grand Total:	$ 148,629.00 *	120,903.00 *	100 %

*Grand Totals include $10,000 Agency Fee

Other Items

Insurance Carrier/Rating: Preferred Governmental Insurance Trust / Not Rated
(A-Rated Reinsurers)

Type Policy Form: Claims Made (____) Occurrence (X)

Choice of Council Endorsement: Yes (____) No (X)

- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Proposal.

- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all the requirements.

RESOLUTION NO. _____

A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF 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 THE REQUEST FOR PROPOSAL NO. 51-13-14 EXCESS WORKERS' COMPENSATION INSURANCE COVERAGE SERVICES; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR THE INSURANCE COVERAGE PERIOD COMMENCING OCTOBER 1, 2014 THROUGH OCTOBER 1, 2015, AT A COST NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND NINE HUNDRED THREE DOLLARS ($120,903.00); 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 August 4, 2014, the City advertised ***Request for Proposal No. 51-13-14 Excess Workers' Compensation Insurance Coverage 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. ("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 its capability, expertise and willingness to provide Services for the coverage period commencing October 1, 2014 through October 1, 2015, at a cost not to exceed One Hundred Twenty Thousand Nine Hundred Three Dollars ($120,903.00); and

WHEREAS, pursuant to the findings by City administration, the City Manager respectfully requests that the Vice Mayor as acting 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 VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Selection Approval.** The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of 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 the *Request for Proposal No. 51-13-14 Excess Workers' Compensation Insurance Coverage Services.*

Section 2. **Authority of City Manager and City Attorney.** The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to execute an agreement, in substantially the attached form, for the insurance coverage period commencing October 1, 2014 through October 1, 2015, at a cost not to exceed One Hundred Twenty Thousand Nine Hundred Three Dollars ($120,903.00)

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

PASSED AND ADOPTED by a _____ vote of the Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, this _____ day of September, 2014.

_____
PHILIPPE BIEN-AIME
VICE MAYOR AS ACTING MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Vice Mayor as Acting Mayor Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT

(RFP No. 51-13-14; Excess Workers' Compensation Insurance Coverage)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014 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.**, 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 August 4, 2014, the City advertised ***Request for Proposal No. 51-13-14 Excess Workers' Compensation Insurance Coverage 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 September 23, 2014, the Vice Mayor as acting Mayor and City Council passed and adopted Resolution No. _____-____, 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"):

2.1.1 City's *Request for Proposal No. 51-13-14 Excess Workers' Compensation Insurance Coverage Services*, attached hereto by reference;

2.1.2 Contractor's response to City's RFP presented by Thomas R. Jones, Jr. ("Proposal"), attached hereto attached by reference;

2.1.3 Resolution No. _____-____, passed and adopted on September 23, 2014, by the Vice Mayor as acting 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, 2014 through October 1, 2015. 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 Twenty Thousand Nine Hundred Three Dollars ($120,903.00) 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

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: _____

Print Name: _____

Title: _____

Date: _____

Brown & Brown of Florida, Inc., a Florida for-profit corporation, "**Contractor**":

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal Corporation, "**City**":

By: _____
Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney